



Advertise Date: Friday, November 04, 2016

Lee County Board of County Commissioners
DIVISION OF PROCUREMENT MANAGEMENT

Invitation to Bid (B) (Non-CCNA)

Solicitation No.: **B160657/ANB**

Solicitation Name: **Landing View Roof Replacement**

Open Date/Time: **12/2/2016** Time: **2:30 PM**

Location: **Lee County Procurement Management
1500 Monroe Street 4th Floor
Fort Myers, FL 33901**

Procurement Contact: **Adam Brooke** Title **Procurement Analyst**

Phone: **(239) 533-8881** Email: **Abrooke@Leegov.com**

Requesting Dept. **Utilities**

Pre-Solicitation Meeting:

Type: **Mandatory**

Date/Time: **11/16/2016 10:00 AM**

Location: **Lee County Sheriff Fleet Facility Maintenance Building located at 6035 Landing View Road, Fort Myers, FL 33907**

All solicitation documents are available for download at
www.leegov.com/procurement



12/2/2016

Notice to Contractor / Vendor
B#160652/ANB Landing View Roof Replacement

Invitation to Bid (B)

Lee County, Fort Myers, Florida, is requesting bid from qualified individuals/firms for

Landing View Roof Replacement

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

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

2:30 PM Friday, December 2, 2016

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

The Scope of Services for this solicitation is available from www.lee.gov.com/procurement

Proposers who obtain scope of services from sources other than www.Lee.gov.com/procurement are cautioned that the solicitation package may be incomplete. The County's official bidders list, addendum(s) and information must be obtained from www.Lee.gov.com/procurement. It is the proposer's responsibility to check for posted information. The County may not accept incomplete proposals.

A MANDATORY Pre-Proposal Conference has been scheduled for the following time and location

10:00 AM November 16, 2016 Lee County Sheriff Fleet Facility Maintenance Building located at 6035 Landing View Road, Fort Myers, FL 33907 for the purpose of discussing the proposed project. Prospective proposers are encouraged to attend. All prospective proposers are encouraged to obtain and review plans, specifications, and scope of work for this proposal before the pre-proposal so that they may be prepared to discuss any question or concerns they have concerning this project. A site visit may follow the pre-proposal conference. Questions regarding this solicitation are to be directed, in writing, to the individual listed below using the email address list below or faxed to (239) 485 8383 during normal working hours.

Adam BrookeAbrooke@LeeGov.com

Sincerely,

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

*WWW.LeeGov.Com/Procurement is the County's official posting site

Terms and Conditions

INVITATION TO BID (B)

1. DEFINITIONS

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

2. ORDER OF PRECEDENCE

- 2.1. If a conflict exists between the "Terms and Conditions" the following order of precedents will apply:
 - 2.1.1. Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, "Public Business", Chapter 287 "Procurement of Personal Property and Services."
 - 2.1.2. Lee County Procurement Management Division Policy and Ordinances
 - 2.1.3. Special Conditions and Supplemental Instructions
 - 2.1.4. Detailed Scope of Work
 - 2.1.5. These Terms and Conditions

3. RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES

- 3.1. It shall be the responsibility of the bidder to assure compliance with all other federal, state, or county codes, rules, regulations or other requirements, as each may apply. Any involvement with the Lee County shall be in accordance with but not limited to:
 - 3.1.1. Lee County Procurement Policy Manual
 - 3.1.2. Pursuant to Florida Statutes Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed bids or proposals received by the County. Pursuant to this, solicitation are exempt from public records request (s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution) until such time as the agency provides notice of a decision or intended decision (pursuant to s. 119.071(2)) or within 30 days after bid or proposal opening, whichever is earlier.
 - 3.1.3. Florida Statutes Section 607.1501(1) states: A foreign corporation may not transact business in the State of Florida until it obtains a certificate of authority from the Department of State.
- 3.2. **Local Business Tax:** If applicable, provide with proposal.

- 3.3. **License(s):** Proposer should provide, at the time of the opening of the bid, all necessary permits and/or licenses required for this product and/or service.
4. **BID – PREPARATION OF SUBMITTAL**
 - 4.1. **Sealed Bid:** Submission must be in a sealed envelope/box, and the outside of the envelope must be marked with the following information (Label Form is attached for your use):
 - 4.1.1. Marked with the words “Sealed Bid”
 - 4.1.2. Name of the firm submitting the bid
 - 4.1.3. Title of the bid
 - 4.1.4. Bid number
 - 4.2. **Bid submission shall include:**
 - 4.2.1. Provide Two (2) hard copies. Mark each: one “Original”, one “Copy”
 - 4.2.2. Provide One (1) electronic CD ROM or Flash drive set of the submission.
 - 4.2.3. One single adobe PDF file in the same order as the original hard copy.
 - 4.2.4. Limit the color and number of images to avoid unmanageable file sizes.
 - 4.2.5. Use rewritable CD ROM and do not lock files.
 - 4.3. **Submission Format:**
 - 4.3.1. Required Forms: complete and return **all** required forms. If the form is not applicable please return with “Not Applicable” or “N/A” in large letters across the form.
 - 4.3.2. Failure to submit required or requested information may result in the bidder being found non-responsive.
 - 4.3.3. Execution of Bid: All documents must be properly signed by corporate authorized representative, witnessed, and where applicable corporate and/or notary seals affixed. All proposals shall be typed or printed in ink. The proposer may not use erasable ink. All corrections made to the proposal shall be initialed.
 - 4.3.4. If a cost/bid schedule was provided in Microsoft Excel format, the returned completed schedule should be included as a Microsoft Excel File on the CD ROM or Flash drive.
 - 4.3.5. Should not contain links to other Web pages.
 - 4.3.6. Include any information (either required or in addition to that asked for by the specifications) necessary to analyze your bid, i.e., required submittals, literature, technical data, financial statements.
 - 4.3.7. Bid Security/Bond(s), if applicable (Construction projects)
 - 4.4. **Preparation Cost:** The Bidder is solely responsible for any and all costs associated with responding to this solicitation. No reimbursement will be made for any costs associated with the preparation and submittal of any bid, or for any travel and per diem costs that are incurred by any Bidder.
5. **RESPONSES RECEIVED LATE**
 - 5.1. It shall be the Bidder’s sole responsibility to deliver the bid submission to the Lee County Procurement Management Division prior to or on the time and date stated.
 - 5.2. Any bids received after the stated time and date will not be considered. The bid shall not be opened at the public opening. Arrangements may be made for the unopened bid to be returned at the bidder’s request and expense.
 - 5.3. The Lee County Procurement Management Division shall not be responsible for delays caused by the method of delivery such as, but not limited to; Internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.
6. **BIDDER REQUIREMENTS (unless otherwise noted)**
 - 6.1. **Responsive and Responsible:** Only bids received from responsive and responsible bidders will be considered. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other necessary action, such as background checks, to determine ability to perform is satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicates an inability for the bidder to perform.
 - 6.1.1. Bids may be declared “non-responsive” due to omissions of “Negligence or Breach of Contract” on the disclosure form. Additionally, bids may be declared “not responsible” due to past or pending

lawsuits that are relevant to the subject procurement such that they call into question the ability of the bidder to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.

6.1.2. Additional sources may be utilized to determine credit worthiness and ability to perform.

6.1.3. Any bidder or sub-contractor that will have access to County facilities or property may be required to be screened to a level that may include, but is not limited to; fingerprints, statewide criminal. There may be fees associated with these procedures. These costs are the responsibility of the bidder or sub-contractor.

6.2. **BID--Past Performance:** Bidders past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) may be reviewed. Poor or unacceptable past performance may result in bidder disqualification.

6.3. Submission packages, unless otherwise noted, will be considered only from bidders normally engaged in the provision of the services specified here in. The bidder shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to Lee County. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other action necessary to determine ability to perform satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicated an inability of the bidder to perform.

7. PRE-BID CONFERENCE

7.1. A pre-bid conference will be held in the location, date, and time specified on the cover of this solicitation. The cover will also note if the pre-bid conference is Non-Mandatory or Mandatory. All questions and answers are considered informal. All prospective bidders are encouraged to obtain and review the solicitation documents prior to the pre-bid so they may be prepared to discuss any questions or concerns they have concerning this project. All questions must be submitted formally in writing to the procurement staff noted on the first page of the bid document. A formal response will be provided in the form of an addendum (see "County Interpretation/Addendums" for additional information.) A site visit may follow the pre-proposal conference, if applicable.

7.2. **Non-Mandatory:** Pre-bid conferences are generally non-mandatory, but it is highly recommended that prospective bidders participate.

7.3. **Mandatory:** Failure to attend a mandatory pre-bid conference will result in the bid being considered **non-responsive**.

8. COUNTY INTERPRETATION/ADDENDUMS

8.1. Each bidder shall examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the bid shall be made **in writing, submitted at least eight (8) calendar days prior to the date when the bid is due**.

8.2. Response(s) will be in the form of an Addendum posted on www.lee.gov/procurement. It is solely the bidder's responsibility to check the website for information. No notifications will be sent by Lee County Procurement Management Division.

8.3. All Addenda shall become part of the Contract Documents.

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

9. QUALITY GUARANTEE/WARRANTY (as applicable)

9.1. Bidder will guarantee their work without disclaimers, unless otherwise specifically approved by the County, for a minimum of twelve (12) months from final completion.

9.2. Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of final completion.

- 9.3. Unless otherwise specifically provided in the specifications, the equipment must be warranted for twelve (12) months, shipping, parts and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to the County.
- 9.4. If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed, the vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials, if in its judgment the item reflects unsatisfactory workmanship or manufacturing or shipping damage. The vendor shall refund, to the County, any money which has been paid for same.
10. SUBSTITUTION(S)/APPROVED ALTERNATE(S)
- 10.1. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If a bidder wishes to make a substitution in the specifications, the bidder shall furnish to the County, **no later than ten (10) business days prior to the bid opening date**, the name of the manufacturer, the model number, and other identifying data and information necessary to aid the County in evaluating the substitution. Such information is submitted through the Procurement Management Division. Any such substitution shall be subject to County approval through the issuance of a written addendum by the County's Procurement Management Division. Substitutions shall be approved only if determined by the County to be an **Approved Alternate** to the prescribed specifications.
- 10.2. A bid containing a substitution is subject to disqualification if the substitution is not approved by the County. Items bid must be identified by brand name, number, manufacturer and model, and shall include full descriptive information, brochures, and appropriate attachments. Brand names are used for descriptive purposes only. An **Approved Alternate** product or service may be used.
11. ADDITIONS, REVISIONS AND DELETIONS
- 11.1. Additions, revisions, or deletions to the Terms and Conditions, specifications that change the intent of the solicitation will cause the solicitation to be non-responsive and the submission will not be considered. The Procurement Management Director shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the solicitation.
12. NEGOTIATED ITEMS
- 12.1. Any item not outlined in the Scope of Services may be subject to negotiations between the County and the successful bidder.
- 12.2. After award of this proposal the County reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion.
- 12.3. At contract renewal time(s) or in the event of significant industry wide market changes, the County may negotiate justified adjustments such as price, terms, etc., to this contract with the County, in its sole judgment, considers such adjustments to be in the best interest of the County
13. ERRORS, OMISSIONS, CALCULATION ERRORS (as applicable)
- 13.1. **Errors/Omissions:** Approval by County of the successful bidder's work product for the project shall not constitute nor be deemed a release of the responsibility and liability of the successful bidder for the accuracy and competency of the successful bidder's designs, drawings, specifications or other documents and work pertaining to the project. Additionally, approval by the County of the successful bidder's work product shall not be deemed to be an assumption of drawings, specifications or other documents prepared by the successful bidder for the project. After acceptance of the final plans by the County, the successful bidder agrees, prior to and during the construction of the project, to perform such successful bidder services, at no additional cost to the County, as may be required by the County to correct errors or omissions on the plans prepared by the successful bidder pertaining to the project.

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

14. CONFIDENTIALITY

- 14.1. Bidders should be aware that all submissions provided are subject to public disclosure and will **not** be afforded confidentiality, unless provided by Chapter 119 Florida Statute.
- 14.2. If information is submitted with a bid that is deemed “Confidential” the bidder must stamp those pages of the submission that are considered confidential. The bidder must provide documentation as to validate why these documents should be declared confidential in accordance with Chapter 119, “Public Records,” exemptions.

15. BID -- CONFLICT OF INTEREST

- 15.1. All bidders are hereby placed on formal notice that per Section 3 of Lee County Ordinance No. 92-22: The County is prohibited from solicitation of a professional services firm to perform project design and/or construction services if the firm has or had been retained to perform the project feasibility or study analysis.

And:

- 15.2. A professional services firm who has performed or participated in the project feasibility planning, study analysis, development of a program for future implementation or drafting of solicitation documents directly related to this County project, as the primary vendor/consulting team, cannot be selected or retained, as the primary consultant/vendor or named a member of the consulting/contracting team, to perform project design, engineering or construction services for subsequent phase(s) or scope of work for this project. Pursuant to FS. S287.057 (17) the firm will be deemed to have a prohibited conflict of interest that creates an unfair competitive advantage.
- 15.3. Should your submission be found in violation of the above stated provisions; the County will consider this previous involvement in the project to be a conflict of interest, which will be cause for immediate disqualification of the submission from consideration for this project.
- 15.4. **Business Relationship Disclosure Requirement:** The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statutes. All bidders must disclose with their submission the name of any officer, director or agent who is also an employee of the Lee County or any of its agencies. Further, all bidders must disclose the name of any County employee who owns directly or indirectly, an interest of five percent (5%) or more in the bidder’s firm or any of its branches.

16. ANTI-LOBBYING CLAUSE (Cone of Silence)

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

17. DRUG FREE WORKPLACE

- 17.1. Lee County Board of County Commissioners encourages Drug Free Workplace programs as defined in accordance with Section 287.087, Florida Statutes.

18. DISADVANTAGED BUSINESS ENTERPRISE (DBE’s)

- 18.1. The County encourages the use of Disadvantaged Business Enterprise Proposer(s) as defined and certified by the State of Florida Office of Supplier Diversity.

19. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

- 19.1. The bidder agrees to comply, in accordance with Florida Statute 287.134, that furnishing 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.
- 19.2. The bidder will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The bidder will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, handicap or marital status.
- 19.3. The bidder will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The bidder will take such actions in respect to any sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.
- 19.4. An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at <http://www.dms.myflorida.com>) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

20. LOCAL BIDDER'S PREFERENCE

- 20.1. The Lee County Local Bidder's Preference Ordinance No. 08-26 is being included as part of the award process for this project. As such, Lee County at its sole discretion may chose to award a preference to any qualified "Local Contractor/Vendor" in a amount not to exceed 3% of the total amount quoted by that firm.
- 20.2. "Local Contractor/Vendor" as noted in Ordinance No. 08-26, or revision thereof, shall be defined as:
 - 20.2.1. Any person, firm, partnership, company or corporation whose principal place of business in the sole opinion of the County, is located within the boundaries of Lee/Collier County, Florida
 - OR
 - 20.2.2. Any person, firm, partnership, company or corporation that has provided goods or services to Lee County on a regular basis for the preceding consecutive three (3) years, and that has the personnel, equipment and materials located within the boundaries of Lee/Collier County sufficient to constitute a present ability to perform the service or provide the goods.

21. BIDDER/SUB-CONTRACTOR RELATIONSHIP

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

22. SUB-CONTRACTOR

- 22.1. The use of sub-contractors under this solicitation is not allowed without prior written authorization from the County representative.

23. BID - PROJECT GUIDELINES

- 23.1. The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and or Requirements which shall service as a guide to the bidder(s) in conforming to the provision of goods and/or services to be provided pursuant to this Agreement/Contract:
 - 23.1.1. No amount of work is guaranteed upon the execution of an agreement/contract.
 - 23.1.2. Rates and all other negotiated expenses will remain in effect throughout the duration of the agreement/contract period.
 - 23.1.3. This contract does not entitle any bidder to exclusive rights to County agreements/contracts. The County reserves the right to perform any and all available required work in-house or by any other means it so desires.

- 23.1.4. In reference to vehicle travel, mileage and man-hours spent in travel time, is considered incidental to the work and not an extra compensable expense.
- 23.1.5. Lee County reserves the right to add or delete, at any time, and or all material, tasks or services associated with this agreement.
- 23.1.6. Any Single Large Project: The County, in its sole discretion, reserves the right to separately solicit any project that is outside the scope of this solicitation, whether through size, complexity or the dollar value.

24. BID – TIEBREAKER

- 24.1. Whenever two or more bids, which are equal with respect to price, quality and service, are received for procurement of commodities or contractual services, from responsive and responsible bidders the following steps will be taken to establish the award to the lowest bidder. This method shall be used for all ties.
 - 24.1.1. Step 1 Local Bidder: Between a local business, and a non-local business, a contract award, or the first opportunity to negotiate, as applicable, shall be made to the local business. Local shall be defined by Lee County Ordinance 08-26 or current revision thereof.
 - 24.1.2. Step 2 Drug Free Workplace: At the conclusion of step 1 if all is equal, the vendor with a Drug Free Workplace program shall be given preference, over a vendor with no Drug Free Workplace program. The contract award, or the first opportunity to negotiate, as applicable, shall be made to the bidder with the Drug Free Workplace program. In order to have a drug free workplace program, a business shall comply with the requirements of Florida Statutes 287.087.
 - 24.1.3. Step 3 Coin Flip: At the conclusion of Step 1, and Step 2 if all is equal, the contract award, or the first opportunity to negotiate, as applicable, shall be determined by the flip of a coin to determine final outcome.
- 24.2. When the tie has been determined the contract award, or the first opportunity to negotiate, as applicable, shall be made.
- 24.3. If an award or negotiation is unsuccessful with the initial bidder, award or negotiations may commence with the next highest bidder, utilizing the tiebreaker steps above to make the determination of next lowest bidder.

25. WITHDRAWAL OF BID

- 25.1. No bid may be withdrawn for a period of **180 calendar days** after the scheduled time for receiving submissions. A bid may be withdrawn prior to the solicitation opening date and time. Withdrawal requests must be made in writing to the Procurement Management Director, who will approve or disapprove the request.
- 25.2. A bidder may withdraw a submission any time prior to the opening of the solicitation.
- 25.3. After submissions are opened, but prior to award of the contract by the County Commission, the Procurement Management Director may allow the withdrawal of a bid because of the mistake of the bidder in the preparation of the submission document. In such circumstance, the decision of the Procurement Management Director to allow the submission withdrawal, although discretionary, shall be based upon a finding that the bidder, by clear and convincing evidence, has met each of the following four tests:
 - 25.3.1. The bidder acted in good faith in submitting the bid,
 - 25.3.2. The mistake in bid preparation that was of such magnitude that to enforce compliance by the bidder would cause a severe hardship on the bidder,
 - 25.3.3. The mistake was not the result of gross negligence or willful inattention by the bidder; and
 - 25.3.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally awarded the contract/agreement.

26. PROTEST RIGHTS

- 26.1. Any bidder that has submitted a formal response to Lee County, and who is adversely affected by an intended decision with respect to the award, has the right to protest an intended decision posted by the County as part of the solicitation process.
- 26.2. “Decisions” are posted on the Lee County Procurement Management Division website. Bidders are solely responsible to check for information regarding the solicitation. (www.leegov.com/procurement)

- 26.3. Refer to the “Bid/Proposal Protest Procedure” section of the Lee County “Contracts Manual” for the complete protest process and requirements. The Manual is posted on the Lee County website or you may contact the Procurement Management Director.
- 26.4. In order to preserve your right to protest, you must file a written **“Notice Of Intent To File A Protest” with the Lee County Procurement Management Director by 4:00 PM on the 3rd working day after the decision** affecting your rights is posted on the Lee County website.
- 26.4.1. The notice must clearly state the basis and reasons for the protest.
- 26.4.2. The notice must be physically received by the Procurement Management Director within the required time frame. No additional time is granted for mailing.
- 26.5. To secure your right to protest you will also be required to post a **“Protest Bond”** and **file a written “Formal Protest”** document **within 10 calendar days** after the date of *“Notice of Intent to File a Protest”* is received by the Procurement Management Director.
- 26.6. **Failure to follow the protest procedures requirement within the time frames as prescribed herein and established by the Lee County Board of County Commissioners, Florida, shall constitute a waiver of your protest and any resulting claims.**
27. **AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES**
- 27.1. This opportunity is also made available to any government entity. Pursuant to their own governing laws, and subject to the agreement of the vendor, other entities may be permitted to make purchases at the terms and conditions contained herein. Lee County Board of County Commissioners will not be financially responsible for the purchases of other entities from this solicitation.
28. **CONTRACT ADMINISTRATION**
- 28.1. **Designated Contact:**
- 28.1.1. The awarded bidder shall appoint a person(s) to act as a primary contact for all County departments. This person or back-up shall be readily available during normal working hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.
- 28.1.2. Lee County requires that the awarded bidder to provide the name of a contact person(s) and phone number(s) which will afford Lee County access 24 hours per day, 365 days per year, of this service in the event of major breakdowns or natural disasters.
- 28.2. **BID – Term:** (unless otherwise stated in the Scope of Work or Detailed Specifications)
- 28.2.1. Unless otherwise stated in the scope of work, specifications, or special conditions the default **contract term shall be one (1) year with three (3), one (1) year renewals for a total of four (4) years upon mutual agreement of both parties.**
- 28.2.2. The County reserves the right to renew this agreement (or any portion thereof) and to negotiate pricing as a condition for each.
- 28.3. **BID – Basis of Award:**
- 28.3.1. The bid is awarded under a system of sealed, competitive bidding to the lowest responsive and responsible bidder.
- 28.3.2. In the event the lowest responsive and responsible bid for a project exceeds the available funds, the County, may negotiate an adjustment of the bid price with the lowest responsive and responsive bidder, in order to bring the total cost of the project within the amount of available funds.
- 28.3.3. The County reserves the right to make award(s) by and individual item, group of items, all or none, or a combination thereof. The County reserves the right to reject any and all bids or to waive any minor irregularity or technicality in the bid received. Award will be made to the lowest responsive and responsive bidder(s) within the category chosen for basis of award.
- 28.3.4. The County reserves the right to award to one or multiple bidders at the discretion of the requesting authority and approval of the Procurement Management Director.
- 28.4. **Agreements/Contracts:**
- 28.4.1. The awarded bidder will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at <http://www.leegov.com/procurement/forms>.
- 28.5. **Records:**

- 28.5.1. **Retention:** The bidder shall maintain such financial records and other records as may be prescribed by Lee County or by applicable federal and state laws, rules and regulations. Unless otherwise stated in the specifications, the bidder shall retain these records for a period of five years after final payment, or until they are audited by Lee County, whichever event occurs first.
- 28.5.2. **Right to Audit/Disclosure:** These records shall be made available during the term of the contract as well as the retention period. These records shall be made readily available to County personnel with reasonable notice and other persons in accordance with the Florida General Records Schedule.
- 28.5.3. **Public Record:** **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, <http://www.leegov.com/publicrecords>.**
- 28.5.4. **Ownership:** It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications and all data prepared or obtained by the successful bidder in connection with its services hereunder, include all documents bearing the professional seal of the successful bidder, and shall be delivered to and become the property of Lee County, prior to final payment to the successful bidder or the termination of the agreement. This includes any electronic versions, such as CAD or other computer aided drafting programs.
- 28.6. **Termination:**
- 28.6.1. Any agreement as a result of this solicitation may be terminated by either party giving **thirty (30) calendar days advance written notice**. The County reserves the right to accept or not accept a termination notice submitted by the vendor, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.
- 28.6.2. The Procurement Management Director may immediately terminate any agreement as a result of this solicitation for emergency purposes, as defined by the Lee County Purchasing and Payment Procedures Manual (Purchasing Manual), (also known as Appendix "D" "AC-4-1.pdf".)
- 28.6.3. Any bidder who has voluntarily withdrawn from a solicitation without the County's mutual consent during the contract period shall be barred from further County procurement for a **period of 180 days**. The vendor may apply to the Board for a waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by the Procurement Management Department.

29. WAIVER OF CLAIMS

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

30. LEE COUNTY PAYMENT PROCEDURES

- 30.1. All vendors are requested to mail an original invoice to:
Lee County Finance Department
Post Office Box 2238
Fort Myers, FL 33902-2238
- 30.2. All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specification portion of this project.
- 30.3. Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, proposer, or bidder for the preparation of these specifications.
- 30.4. Lee County is generally a tax exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All bidders should include in their

proposal, all sales or use taxes, which they will pay when making purchases of material or sub-contractor's services.

31. MATERIAL SAFETY DATA SHEETS (MSDS) (if applicable)

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

32. DEBRIS DISPOSAL (if applicable)

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

33. SHIPPING (if applicable)

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

34. BOND/SURETY (CONSTRUCTION)

- 34.1. Bonding/Surety is required for construction projects over \$100,000.00 unless otherwise noted.
- 34.2. **Bid Bond/Security:** The bidder/vendor shall submit **not less than 5% of proposed dollar amount** (including applicable alternates) as bid security. One **ORIGINAL** Bid Bond/Security is to be submitted to the County with Proposal Submission. The Bid Security of the bidder/vendor will be retained until the bidder/vendor has executed the contract, whereupon the Bid security may be returned. The bid Security of the bidder/vendor whom the County believes to have a reasonable chance of receiving the award may be retained by the County until the effective date of the Agreement/Contract, whereupon Bid Securities furnished by the bidder/vendor may be returned. The following types of Bid Security are acceptable:
- 34.2.1. **A Certified Check or a Cashier's Check** in the stated dollar amount of not less than 5% of proposed dollar amount. Any Certified Check or Cashier Check submitted in lieu of a Bid Bond Shall be drawn on a solvent bank or trust company, made payable to Lee County Board of County Commissioners and shall have all necessary documentary revenue stamps attached (if required by law); or
- 34.2.2. **A Bid Bond** may be submitted on a Lee County paper Bid Bond Form. Must be signed by all required parties, of not less than 5% of proposed dollar amount (including Alternate(s) if applicable) shall accompany each Proposal. The Bid Bond shall be issued by a duly authorized surety authorized to do business and in good standing with the Florida Department of state
- 34.3. **Payment and Performance Bond:** In accordance with F.S. 255.05 and Lee County Ordinance 95-2-102, a Public Payment and Performance Bond is to be issued in a sum equal to one-hundred (100%) percent of the total awarded contract amount by a surety company considered satisfactory by Lee County and otherwise authorized to transact business in the State of Florida shall be required from the successful bidder/vendor. This shall insure the faithful performance of the obligations imposed by the resulting contract and protect the County from lawsuits for non-payment of debts incurred during the successful bidder/vendor performance under such Contract.
- 34.3.1. A public Payment and Performance bond must be properly executed, by the Surety Company and successful bidder/vendor, and recorded with the Lee County Clerk of Court, within **seven calendar days** after notification by Lee County of the approval to award the Contract.
- 34.3.2. **A Clean Irrevocable Letter of Credit or Cash Bond** may be accepted by the County in lieu of the Public Payment and Performance Bond.

- 34.4. Only Lee County form(s) may be accepted. Forms are available at <https://www.lee.gov/procurement/forms>.
- 34.5. **Personal Checks are not acceptable to Lee County as a Bid Security.**
- 34.6. **Surety:** In order to be acceptable to the County, a Surety Company issuing Evidence of Bondability, Bid Guaranty Bonds or 100% Public Payment and Performance Bonds or Letters of Credit called for herein shall meet and comply with the minimum standards set forth in as part of the Contract Documents. The surety company shall be authorized to do business and in good standing with the Florida Department of State. All such bonds shall be issued or countersigned by a local producing agent who is a Florida resident with satisfactory evidence of its authority to execute the bond being submitted.

35. LIQUIDATED DAMAGES (CONSTRUCTION)

- 35.1. Bidder/vendor here by agrees, if this proposal is accepted, to commence work under this project on or before ten (10) calendar days from the receipt of the Notice to Proceed and to fully complete all work on the project within the contract time stipulated. The bidder/vendor further agrees to pay the determined dollar amount in the liquidated damages for each consecutive calendar day beyond final completion of work is delayed.
 - 35.1.1. Liquidated Damages to be \$760.00

36. PERMITS (CONSTRUCTION)

- 36.1. Unless otherwise specified herein, the Contractor will secure and pay for all permits, impact fees, and licenses and will pay for all governmental charges and inspection fees necessary for the prosecution of the work. Pursuant to the requirements of Florida Statute 218.80, County permits and fees are required to be obtained and paid for by the Contractor.
- 36.2. The Contractor will also pay all public utility charges and connection fees, except as provided for in the Contract Documents.
- 36.3. Permits and licenses of regulatory agencies, which are necessary to be maintained after completion of the guarantee period, shall be secured and paid for by the County.
- 36.4. This is a disclosure of permits and fees required by Lee County for this project. This list does not relieve the successful bidder/vendor of its responsibility to obtain and pay for permits required by other governmental entities as specified elsewhere in this document.

Permit	Obtained from (County,SWFWMD, etc)	Permit Cost (Amount/Percentage Method/Unit Method of Computation)	Obtained by (Contractor or County)
Roofing Permit obtained by contractor from the County			

37. INSURANCE (AS APPLICABLE)

- 37.1. Insurance shall be provided by the awarded bidder/vendor. Upon request, a certificate of insurance (COI) complying with the attached guide shall be provided by the bidder/vendor.

Major Insurance Requirements

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

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:
- \$1,000,000 per occurrence
 - \$2,000,000 general aggregate
 - \$1,000,000 products and completed operations
 - \$1,000,000 personal and advertising injury
- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:
- \$1,000,000 combined single limit (CSL)
 - \$500,000 bodily injury per person
 - \$1,000,000 bodily injury per accident
 - \$500,000 property damage per accident
- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:
- \$500,000 per accident
 - \$500,000 disease limit
 - \$500,000 disease – policy limit

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

Verification of Coverage:

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

a. The certificate holder shall read as follows:

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

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

Special Requirements:

1. An appropriate “Indemnification” clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

38. SPECIAL CONDITIONS

These are conditions that are in.

- 1.
- 2.
- 3.
- 4.
- 5.

End of Special Conditions

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS
FOR
B160657/AB
Landing View Roof Replacement**

GENERAL SCOPE OF PROJECT

Lee County is seeking a contractor to furnish and install an Induction Welded (IW) Roofing System complying with the ASTM D6754 Standard Specification for Ketone Ethylene Ester (KEE) Based Sheet Roofing on the following:

Lee County Sheriff Fleet Facility
Maintenance Facility Building
6035 Landing View Rd
Fort Myers, FL 33907

This roofing project consists of re-roofing approximately 10,650 sq. ft. using an Induction Welded FiberTite-SM 045 membrane on the Maintenance Facility Building.

The DBE goal for this project is 10%. Bidder is required to provide information with respect to how this goal will be met; or, in the alternative, why meeting this goal is not possible. As meeting this goal is a concern for the County, the Bidder's response to these criteria will be considered and weighed in determining the responsiveness of the bid during the process of awarding this project.

BASIS OF AWARD

The contract for these services will be awarded to the overall lowest, responsive and responsible bidder (Grand Total) meeting **all** specification requirements.

PROJECT TERM

From Notice to Proceed or Purchase Order date, whichever applies: **60** calendar days to substantial completion, **90** calendar days to final completion. The COUNTY'S performance and obligation to pay under this contract and any applicable renewal options is contingent upon appropriation of funds.

QUALIFIER(S)

Bidder must meet the minimum qualification criterion as specified in *Form 11 – Qualification Criteria* provided within this solicitation package to qualify for consideration of award. *Form 11-Qualification Criteria* should be completed and returned with bid submittal along with any supporting documentation where requested and/or indicated herein.

The County reserves the right, in their sole judgment, to determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the requested scope of work.

The determination shall be based upon the examination of *Form 11 – Qualification Criteria* and associated supportive documentation (if any requested).

An affirmative determination shall be a prerequisite for award of the contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the County shall proceed to the next lowest evaluated and responsive bid to make a determination of that Bidder's fulfillment of the qualifier(s).

DESCRIPTION OF WORK

1. This roofing project consists of re-roofing approximately 10,650 sq. ft. using an Induction Welded FiberTite-SM045 membrane on the Maintenance Facility Building.
2. This specification is constructed around FiberTite Roofing Systems and Seaman Corporation's General Guide Specification as the standard of performance and quality and shall be considered part of these specifications.
3. Roofing Contractor shall furnish all labor, materials, tools, equipment, supervision and permits necessary to remove the existing roof system, including waterproofing membrane(s), flashing, insulation and metal, down to the structural roof deck and legally dispose of off-site.
4. The roofing contractor shall inspect the structural roof deck for deterioration and/or structural anomalies that would prevent the successful installation of the new high performance membrane roof system.
5. The roofing contractor shall include a unit price in his proposal for the replacement of any deteriorated or failed structural decking discovered during the re-roofing process. Actual areas of deck replacement shall be coordinated with the Owner / Owner's representative prior to removal.
6. Upon the successful removal of the existing roof system and remediation of any decking issues, the roofing contractor shall install a new Induction Welded FiberTite-SM 045 including roof related insulation and/or coverboards, flashings, accessories and related metalwork in strict accordance with the contract, drawings and System Manufacturer's most current specifications and details.
7. The roofing contractor shall be an "Authorized Roofing Contractor" of the manufacturer in good standing and be fully knowledgeable of all the requirements within the contract documents as well as all job site conditions that could affect their work.
8. The roofing contractor shall confirm all given information and notify the building owner / owner's representative, prior to bid, of any conflicts that will affect the quality or cost of the proposal.



12610 World Plaza Lane | Building 61, Suite 2
Fort Myers, Florida 33907
phone 239.274.6820 | fax 239.274.6821 | CA #28380

April 11, 2016

Lee County Facilities Construction & Management
Mr. Dan Weis
1765 Henderson Ave
Fort Myers, FL 33916

Re: Sheriff Fleet Facility Re-Roof
Atlas Job No. 15054.00

Dear Dan:

Atlas Structural Engineering, LLC (Atlas) is pleased to provide this report of the fastening patterns required for the attachment of single ply roofing membrane and insulation to existing steel roof deck on the Sheriff Fleet Facility located at 6035 Landing View Road in Fort Myers, Florida.

Wind Design Criteria and Pressures

The Components and Cladding design wind pressures on the flat roof areas were determined in accordance with ASCE 7-10, Chapter 30. The following criteria were used:

- Ultimate Wind Speed: $V_{ult} = 170$ mph
- Nominal Wind Speed: $V_{asd} = 132$ mph
- Exposure: C
- Risk Category: Category III or IV
- Internal Pressure Coefficient: +/- 0.18 (Enclosed Building / Protected Openings)

The maximum nominal Components and Cladding wind uplift pressures are as follows:

- Zone 1 = -55.3 psf
- Zone 2 = -83.8 psf
- Zone 3 = -119.5 psf

Zone 2 and Zone 3 are defined as being within 8'-0" of the edges and corners of the flat roof, measured from the inside face of the parapet wall.

Pressures include ASCE 7-10 ASD load factor of 0.6 and shall not be multiplied by 0.6 when used in Allowable Stress Design (ASD) Load Combinations. Pressures and edge distance were determined for a building with a flat roof, a maximum mean roof height of 25'-0" and a minimum overall width of 79'-6".

Single Ply and Insulation Fastening to Steel Deck

FiberTite FTR Magnum Fasteners with FTR RhinoBond Plates or FTR RhinoBond Treadsafe Plates shall be used to attach new 3.3" ISO insulation to existing Type "B" steel roof deck. Fasteners shall be corrosion resistant and each fastener must penetrate through the top flange of the steel deck a minimum of 3/4". The attachment of the insulation roofing membrane shall be as follows:

Roof Zone	Board Size	Minimum No. of Fasteners	Max. Area per Fastener (ft ²)
Zone 1	4'x8'	8	4.0
Zone 2	4'x8'	10	3.2
Zone 3	4'x8'	16	2.0

For 4'x4' boards, use half (0.5 x) the minimum number of fasteners stated above for 4'x8' boards. See page 3 for example insulation fastener patterns provided by FiberTite.

FiberTite 45 mil or thicker Single Ply roofing membrane shall be bonded to the FTR RhinoBond Plates with RhinoBond Portable Plate Bonding Tool, per manufacturer's published instructions.

The fastening patterns provided above were extrapolated using the tested assembly fastener pattern provided in Florida Product Approval Number FL4930-R11, System S-121. Patterns were extrapolated using Florida Building Code RAS117 and do not exceed the force per fastener determined using the above stated Product Approval or the allowable force per fastener determined using pull test results provided by FiberTite. See Product Approval and Manufacturer's Induction Welded FiberTite Systems literature and details for additional installation requirements.

Limitations

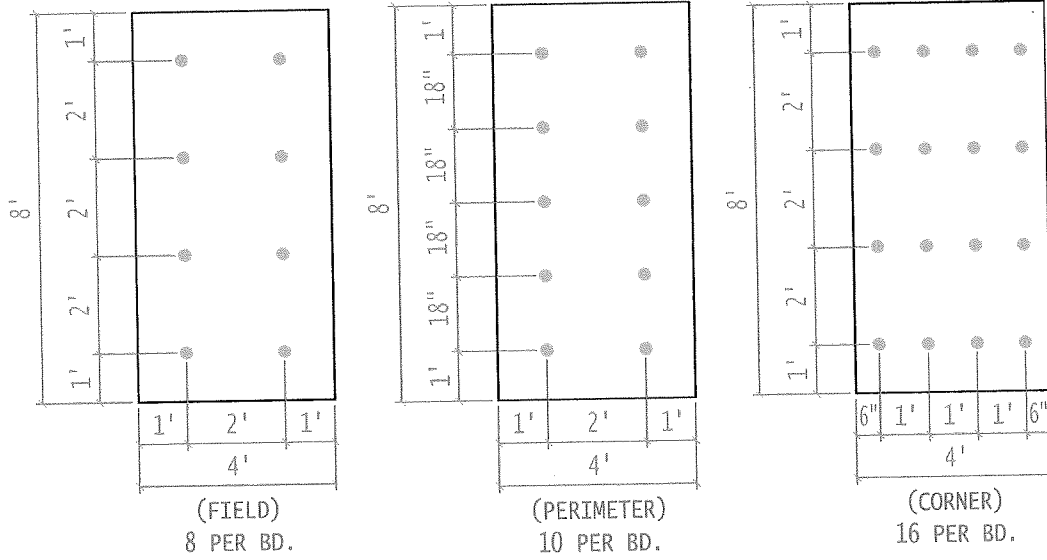
The scope of this investigation does not include analysis of the load carrying capacity of these structures, and the fastener patterns provided in this report are based on the materials and fasteners stated above, as requested by Lee County Facilities Construction & Management at the time of this investigation. Follow all state, county and local codes and ordinances, and all manufacturer and roofing standard installation requirements.

Please do not hesitate to contact our office if you have any questions.

Sincerely,
Atlas Structural Engineering, LLC



Robin W. Stephan, P.E. #66525
President



Induction Welded Insulation Attachment Patterns Provided by FiberTite

Specifications for:

***Lee County Sheriff Fleet Facility Re-Roof
Fort Myers, Florida***

This Specification is Created for:

Project Reference: Lee County Sheriff Fleet Facility Roof Covering
Project Address: 6035 Landing View Road
Fort Myers, FL

**The Specification Includes Instructions for the Application of:
Induction Welded KEE Based Roofing System**

Project Specifier: Atlas Structural Engineering, LLC
Contact: Robin Stephan
Address: 12610 World Plaza Lane, Bldg 61, Ste 2
Fort Myers, FL 33907
robin@atlasengineers.net
239-274-6820

Building Owner: Lee County
Owner Contact: Dan Weis
DWeis@leegov.com

Please contact Adam Brooke at 239-533-8851 with all questions

PART 1 | GENERAL

1.1 SUMMARY

SCOPE

1. Furnish and install an Induction Welded (IW) Roofing System complying with the ASTM D6754 Standard Specification for Ketone Ethylene Ester (KEE) Based Sheet Roofing on the following:

Lee County Sheriff Fleet Facility
Maintenance Facility Building
6035 Landing View Rd
Fort Myers, FL 33907
2. This roofing project consists of re-roofing approximately 10,650 sq. ft. using an Induction Welded FiberTite-SM 045 membrane on the Maintenance Facility Building.
3. This specification is constructed around FiberTite Roofing Systems and Seaman Corporation's General Guide Specification as the standard of performance and quality and shall be considered part of these specifications.
4. Roofing Contractor shall furnish all labor, materials, tools, equipment, supervision and permits necessary to remove the existing roof system, including waterproofing membrane(s), flashing, insulation and metal, down to the structural roof deck and legally dispose of off-site.
5. The roofing contractor shall inspect the structural roof deck for deterioration and/or structural anomalies that would prevent the successful installation of the new high performance membrane roof system.
6. The roofing contractor shall include a unit price in his proposal for the replacement of any deteriorated or failed structural decking discovered during the re-roofing process. Actual areas of deck replacement shall be coordinated with the Owner / Owner's representative prior to removal.
7. Upon the successful removal of the existing roof system and remediation of any decking issues, the roofing contractor shall install a new Induction Welded FiberTite-SM 045 including roof related insulation and/or cover-boards, flashings, accessories and related metalwork in strict accordance with the contract, drawings and System Manufacturer's most current specifications and details.
8. The roofing contractor shall be an "Authorized Roofing Contractor" of the manufacturer in good standing and be fully knowledgeable of all the requirements within the contract documents as well as all job site conditions that could affect their work.
9. The roofing contractor shall confirm all given information and notify the building owner / owner's representative, prior to bid, of any conflicts that will affect the quality or cost of the proposal.
10. Any contractor wishing to submit a proposal using an alternative roofing system other than the approved manufacturer(s) must submit a pre-qualification request in writing at least seven (7) days prior to the bid date justifying in writing that the alternate is of equal quality and performance in ALL RESPECTS to the high performance selected foundation of this specification. Failure to submit a timely pre-qualification proposal will be grounds for total rejection of the contractor's proposal.

SPECIAL CONDITIONS

1. This specification is applicable to only those building roofs that have decking of sufficient structural integrity, capable of supporting a KEE Membrane Induction Welded Roofing Systems.
2. All applications and project specifications require review by Membrane manufacturer for acceptance prior to any commitment to provide a commercial warranty.

ENVIRONMENTAL CONSIDERATIONS

1. Environmental conditions such as fog, dew, rain, snow and/or freezing temperatures can have a detrimental effect on the application and performance of adhesives.
2. Compliance with Environmental Protection Agency and OSHA requirements as published by local, state and federal authorities.

3. All adhesives can be described as temperamental at best. The contractor must be aware of all potential environmental variables when installing adhered roofing systems.
4. Pay particular attention to and follow all adhesive storage and application precautions/guidelines.
5. Do not apply/use waterborne adhesives if the ambient air temperature is expected to drop below 32°F (0°C) within 48 hours of application.

1.2 QUALITY ASSURANCE

1. KEE Membrane Induction Welded Roofing Systems shall be installed only by a roofing contractor, authorized by membrane manufacturer, to install Induction Welded Roofing Systems prior to bid and/or contract award. Herein, the term Authorized Roofing Contractor is synonymous with authorized, roofing contractor and/or contractor.
2. Roofing contractor's key personnel shall have received specialized training in the installation of KEE membrane Roofing Systems and the OMG RhinoBond® and/or SFS isoweld® installation tools.
3. Induction Welded Roofing system with RhinoBond shall be installed in accordance with the most current guide specifications and details as amended and/or authorized by membrane manufacturer for specific project requirements.
4. Upon completion, certification by the contractor that a quality installation has been completed in accordance with the approved contract specifications, and all field welds have been probed and inspected, a quality assurance inspection of the roof system shall be performed by membrane manufacturer technical rep for acceptance and approval.

1.3 SUBMITTALS

The following information shall be submitted to membrane manufacturer for review before warranty consideration, material shipment or acceptance can be confirmed.

1. Complete copy of project architectural specifications or roofing contractor's proposal outlining design parameters.
2. Complete list of accessories or materials not manufactured or expressly authorized for use in KEE membrane manufacturer literature.

At the time of contract award, the roofing contractor shall submit to the Owner/Owner's Representative the following:

1. Roofing contractor's approved copy of submittal form Pre-Installation Notice (PIN).
2. Written approval from membrane manufacturer confirming any accessories submitted, not manufactured or expressly approved in literature are acceptable and compatible with the proposed roofing system.
3. Safety Data Sheets (SDS) relating to all products, chemicals and solvents.
4. Certification that the system specified complies with all identifiable building code and insurance requirements.

1.4 DELIVERY & STORAGE

1. Deliver all materials to the job site in manufacturer's original, unopened containers, with legible labels and in sufficient quantity to allow for continuity of work.
2. Select and operate material handling equipment in a safe manner, guarding against damage to existing construction or newly applied roofing and conforming to manufacturer's recommendations of handling and storage.
3. All rolls of membrane shall be stored, lying down, elevated above the roof deck and completely protected from moisture with tarpaulins. Manufacturer's packaging is not considered adequate for outdoor storage.
4. Insulation and cover board materials shall be elevated on pallets and fully protected from moisture with tarpaulins. Manufacturer's packaging is not considered adequate protection from moisture.
5. Adhesives and sealants shall be safely stored between 50°F and 80°F prior to use.
6. Flammable materials shall be stored in a cool, dry area away from sparks and open flames. Follow all precautions as outlined in manufacturer's Material Safety Data Sheets.

7. Materials, having been determined by the owner/owner's representative to be damaged, shall be immediately removed from the construction site and replaced at no cost to the owner

1.5 JOB CONDITIONS

SAFETY

1. Take all necessary precautions regarding worker health and safety when using solvents and adhesives.
2. Worker safety is paramount when working on steep slopes and / or wet surfaces.
3. Roofing membrane is slippery when wet or exhibits dew, frost, ice or any other form of moisture.
4. Comply with all OSHA requirements for steep slope construction and fall protection where required.
5. Store flammable liquid and materials away from open sparks, flames and extreme heat.
6. Take necessary precautions when using solvents and adhesives near fresh air intakes.
7. Daily site cleanup shall be performed to minimize debris and hazardous congestion.

PROTECTION

1. Schedule installation sequence to limit access and utilization of the newly installed membrane for material storage, construction staging, mechanical and/or excessive foot traffic.
2. Provide proper protection on all newly completed roofing to avoid damage to the new roofing system.
3. Traffic should be minimized on a freshly laid roof.
4. Protect building walls, rooftop units, windows and other components during installation.

ADDITIONAL PRECAUTIONS

1. Adverse weather conditions (e.g. extreme temperature, high winds, high humidity and moisture) could have a detrimental effect on adhesives, general production efforts, and/or the quality of the finished installation. Contact FTCS for recommendations and acceptable tolerances.
2. Daily production schedules of new roofing shall be limited to only that which can be made 100% watertight at the end of the day, including all flashing and night seals.
3. All surfaces to receive new roof system, including insulation and flashing, shall be free from all dirt, debris and be thoroughly dry.
4. Comply with local EPA requirements as published by local, state and federal authorities.
5. All construction debris shall be removed from the construction site and legally disposed of offsite.

1.6 COORDINATION

1. Prior to installation of materials, a pre-roofing conference shall be held with the roofing contractor, and owner/owner's representative to discuss the specified roofing system, coordinate its proper application and the expectations of all parties involved. The authorized roofing contractor and the owner/owner's representative shall notify all parties a minimum of 14 days prior to the meeting.
2. Plan and coordinate the installation of the roofing system with other trades in such a manner to avoid membrane damage, keeping the complete installation weather tight and in accordance with all approved details and warranty requirements.

1.7 WARRANTY

1. Inspections

A Manufacturer Technical Customer Service Representative shall inspect the completed Induction Welded Roofing installation, and upon acceptance, Manufacturer shall issue the pre-authorized warranty, subject to the terms and conditions of the sample warranty and contract documents.

2. Warranty Period

Provide a 20 year No Dollar Limit Full System warranty. This warranty provides the building owner protection against the cost of repairing leaks as a direct result of either defects in the membrane or the workmanship

involved up to 20 years. All roofing system components shall be manufactured or supplied by approved membrane manufacturer to be included in the warranty.

3. Maintenance

Along with the issuance of the warranty, a set of instructions shall be included detailing preventative maintenance requirements on the part of the building owner and noting a list of harmful substances that may damage the KEE Membrane Roofing System.

PART 2 | PRODUCTS

2.1 GENERAL

1. All products and components for the KEE Induction Welded Roofing Systems shall be supplied by Membrane Manufacturer.
2. Components other than those manufactured and/or supplied by Membrane Manufacturer shall be submitted for review, prior to ordering. Any product(s) not specifically authorized in writing for the project by Membrane Manufacturer, shall be considered unacceptable and their performance excluded from the warranty.
3. KEE Induction Welded Systems may be installed directly over pre-approved insulation, cover board or composites thereof. Contact manufacturer for additional information regarding compatible substrates.

2.2 MEMBRANE

Basis of Design: FiberTite SM Membrane

FiberTite SM is a nominal 45 mil Ketone Ethylene Ester (KEE) membrane, reinforced with a 5.0 oz yd² knitted polyester fabric as manufactured by Seaman Corporation, under the trade name FiberTite SM, conforming to the physical properties as outlined in the associated data sheet. FiberTite SM exceeds the physical property requirements and the surface compound meets polymer content definitions as outlined in ASTM D 6754 - 02 Standard Specification for Ketone Ethylene Ester (KEE) Sheet Roofing.

1. Other KEE membranes that meet or exceed ASTM D 6754 – 02 are as follows:
 - a. Solar-Brite KEE; Commercial Innovations
 - b. ERS KEE, Ecology Roofing Systems
1. Authorized rigid insulation or cover board
2. Structural concrete; insulated
3. Insulated steel decking
4. Exterior grade plywood; insulated

2.3 RELATED MATERIALS BY MEMBRANE MANUFACTURER

The following product(s)/material(s) shall be supplied by Membrane Manufacturer.

FASTENERS

1. #15 Fasteners – To secure KEE membrane membranes to steel, wood and structural concrete decks. A #15-13, butress threaded, #3 Phillips head fastener constructed of case hardened carbon steel with a reduced diameter drill point and corrosion resistant coating.
2. #14 Fasteners – To secure insulation to steel, wood and structural concrete decks. A #14-13, heavy duty threaded steel #3 Phillips truss, self-tapping corrosion resistant fastener.

STRESS PLATES

1. RhinoBond® Plates- A 3" (75 mm) round, high-tensile, 22-gauge corrosion resistant steel plate with a KEE compatible polymeric coating used with approved fasteners to attach insulation boards to the structural deck and as a subsequent platform to induction weld the KEE Roofing Membrane.

2. Stress Plates - Barbed Stress Plates- When required/used to anchor membrane at roof transitions are 2.5" x 1.5" rectangular in dimension with ¼" radial corners, manufactured from 20-gauge AZ-50 galvalume steel with a 0.25" diameter hole in its center. The plate has a raised reinforcement area and eight barbs.

OR

Used to anchor membrane at roof transitions are 2.375" round steel plate manufactured from 20 gauge galvalume steel with a 0.25" diameter hole in its center. The plate has a raised reinforcement area and barbs.

ADHESIVES

Adhesives, supplied by membrane manufacturer have been specially formulated for KEE Roofing Systems.

1. Bonding Adhesive- A VOC compliant, solvent-borne, contact (two-sided) bonding adhesive, designed for bonding non-fleece back KEE membranes to properly prepared and pre-authorized horizontal and vertical substrates.
2. Mastic- A trowel grade elastomeric adhesive/sealant used to adhere KEE flashing membranes to pre-approved vertical substrates.
3. Water-Based Adhesive- A polymeric water-borne, VOC compliant bonding adhesive, used in contact method (substrate and membrane) for bonding KEE membrane flashing to properly prepared and pre-authorized vertical substrates.

ADDITIONAL COMPONENTS

1. Sealant – A one component gun-grade polyether sealant to seal flashing termination.
2. Clad Metal – To fabricate metal flashing, 4' x 10' sheets of 0.040 mil thick 3003H14 aluminum, laminated with a 0.020 mil polymeric coating. Can be painted with Kynar Primer followed by Kynar Touch Up Paint.
3. Pre-Molded Flashing(s) – Injection molded vent stack, split boots and inside/outside corner flashing using membrane manufacturer vinyl compound.
4. Non-Reinforced Membrane – Field fabrication membrane, 0.060 mil non-reinforced vinyl membrane.
5. Walkway & Protection Pads – High-grade walkway/protection material with slip-resistant design.
6. Termination Bar – Membrane flashing(s) restraint/termination seals, nominal 1/8" x 1" x 10' 6060-T5 extruded aluminum bar with pre-punched slots, 8" on center.
7. Metal Fascia System – Two-piece, snap-on, pre-formed, architectural Kynar fluoropolymer metal edge systems.
8. Polyisocyanurate Insulation – Polyisocyanurate and extruded polystyrene flat or tapered insulation supplied by membrane manufacturer.
9. Dual component, single-bead (ribbon applied) urethane insulation adhesive. Adhesive is a non-solvent, elastomeric, urethane adhesive, specifically designed for bonding single or multiple layers of roof insulation and insulation composites and/or cover boards to structural roof decks and base sheets.
10. Cover Board – Gypsum or gypsum/cellulose core board supplied by membrane manufacturer.
11. Vapor Barrier – self adhered bitumen and SBS polymeric Class I Vapor Barrier supplied by membrane manufacturer.

2.4 RELATED MATERIALS

WOOD NAILERS

12. Wood nailers are being tested to determine the effect preservatives on metal components. Borate treated lumber seem to be the less corrosive and is strongly recommended. Installation of other types of treated lumber should be verified with a design professional.
13. Wood shall be No. 2 or better construction grade lumber.
14. Creosote or asphaltic type preservatives are not acceptable.
15. Minimum top nailer thickness shall be 1½" nominal.

VAPOR RETARDER

1. The use of a vapor retarder in a KEE membrane Induction Welded Roofing Systems may require additional insulation attachment beyond the specified induction weld plates required for membrane attachment.
2. The decision regarding the inclusion of a vapor retarder within the roof system shall fall within the responsibility of the design professional. Consult National Roofing Contractors Association (N.R.C.A.) or other technical resource for appropriate guidelines.
3. Vapor retarder for use in a roof system shall comply with identifiable code and/or insurance requirements.

INSULATION

NOTE: For the purpose of this guide specification, unless explicitly defined otherwise, the term "insulation" is used interchangeably to refer to rigid insulation materials, tapered or flat, cover board, thermal barriers and or multilayered composites.

1. Insulation shall be installed, where specified and/or required to provide a suitable surface for the KEE Induction Welded Roofing Systems and/or meet desired thermal values.
2. Approved Products
 - i. Polyisocyanurate supplied and approved by Membrane Manufacturer.
FM approved rigid insulation meeting Class A 1-90, for fire and wind.
UL Classification : Class A.
Density: 2.0 pcf. Minimum
Meet requirements of ASTM C1289
 - ii. Insulation shall be two layers. No layer should be less than 1.5 inches. Total insulation is 3.3 inches; FTR-Value Polyisocyanurate Insulation.
 - iii. Crickets shall be added along the parapet wall for positive water flow to drains; FTR-Value Polyisocyanurate Insulation.

PART 3 | EXECUTION

3.1 GENERAL

1. The authorized roofing contractor shall ensure strict compliance with General Guide Specifications for Installation of KEE membrane Induction Welded Roofing Systems.
2. The roofing contractor shall provide a suitable substrate surface for the proper installation of the KEE membrane Induction Welded Roofing Systems, roof insulation and specified components.
3. Application of materials constitutes an agreement that the roofing contractor has inspected and found the substrate suitable for the installation of the Roofing System.
4. The roofing contractor shall coordinate the installation to ensure that the system remains water tight at the end of each working day.

3.2 SUBSTRATE PREPARATION

1. The roofing contractor shall verify that the deck condition and/or existing roof construction is suitable for the specified installation of the Induction Welded Roofing Systems.
2. The manufacturer requires fastener withdrawal values (pull out tests) on all re-roofing projects to verify the suitability of decking to accept a mechanically fastened insulation system.
3. Examine surfaces for inadequate anchorage, low areas that will not drain properly, foreign material, ice, wet insulation, unevenness or any other defect that would prevent the proper execution and quality application of the KEE membrane Induction Welded Roofing Systems as specified.

4. Prepared substrate shall be smooth, dry, free of debris, and/or any other irregularities that would interfere with the proper installation of the KEE membrane Induction Welded Roofing Systems.
5. Do not proceed with any part of the application until all defects and preparation work have been corrected and complete.

3.3 SUBSTRATE PREPARATION (RE-ROOFING)

GENERAL

1. Roofing Contractor shall inform the building owner/owner representative of any issues in regard to the condition and structural integrity of the existing decking.
2. The building owner/owner representative shall make and be responsible for the determination as to the proper method of treatment and/or replacement.
3. Re-roofing applications require fastener withdrawal tests to substantiate proposed attachment patterns for the new mechanically fastened insulation systems and/or membranes.
4. Re-roofing applications that require modification to the deck and/or insulation system should be installed to provide positive slope and subsequent positive drainage of the new KEE Induction Welded Roofing Systems.
5. All terminations of the KEE Induction Welded Roofing Systems must be constructed to prevent water from penetrating behind or beneath the new roofing system. This includes water from above, beside, below and beneath the new system.

REMOVAL OF EXISTING ROOF SYSTEM(S)

1. Remove all existing roofing material(s), insulation, flashing, metal and deteriorated wood blocking and legally dispose off-site.
2. Remove only enough roofing to accommodate the day's work and ensure the exposed area can be made 100% watertight at the end of the day or first sign of inclement weather.

STEEL AND WOOD DECKS

1. All rotted and/or deteriorated decking shall be removed and replaced with like kind.
2. Areas of structurally acceptable steel decking exhibiting slight surface rust shall be properly cleaned, primed and painted prior to installing the approved insulation.
3. All decking shall be inspected for proper attachment and excessive deflection that would compromise the uplift performance of the new KEE Induction Welded Roofing System.
4. Steel decking that is less than 22-gauge may be considered for application by membrane manufacturer. Fastener withdrawal tests shall be performed on all non-FM Approved steel decking, (decking less than 22-gauge) to determine suitability and appropriate fastener patterns and densities for mechanical attachment of the new components of the KEE Membrane Induction Welded Roofing Systems.
5. Attachment and deflection deficiencies shall be repaired and brought into compliance with current, local building code requirements.

3.4 WOOD NAILERS

1. Wood nailers are being tested to determine the effect preservatives on metal components. Borate treated lumber seem to be the less corrosive and is strongly recommended. Installation of other types of treated lumber should be verified with a design professional.
2. Wood shall be No. 2 or better construction grade lumber.
3. Creosote or asphaltic type preservatives are not acceptable.
4. Minimum top nailer thickness shall be 1½" nominal.

3.5 ROOF INSULATION

GENERAL

1. Roof insulation shall be installed where by the long dimension of the board(s) run in parallel alignment and the short dimensions are staggered.
2. Insulation shall be installed with minimum joint dimensions and shall be tightly butted where possible. Maximum joint widths shall be 3/8". Damaged corners shall be cut out and replaced with an insulation piece a minimum of 12" x 12" pieces that are cut from larger panels. Pieces smaller than one square foot are not acceptable.
3. Install no more than can be covered during the same working day.
4. Taper roof insulation to drain sumps using tapered edge strips. If an insulation layer is 1½" or less, taper 12" from the drain bowl. If insulation thickness exceeds 1½", taper 18" from the drain bowl. All taper boards or pieces must be adhered or mechanically fastened with a minimum of two fasteners per board.
5. When a cover board and/or multiple layers are installed each layer shall be offset from the previous layer a minimum of 12" on center.
6. At the end of each working day, provide a watertight cover on all unused insulation as to avoid moisture penetration.

INDUCTION WELDED INSULATION ATTACHMENT – PLATE INSTALLATION

1. Insulation shall be applied to and installed over properly prepared and pre-approved substrates, free of any debris, dirt, grease, oil or moisture.
2. All fasteners and IW plates for the mechanical attachment of insulation and/or cover board materials and subsequent induction bond of KEE Roofing Membrane shall be fasteners as provided by membrane manufacturer.
3. All fasteners and stress plates shall be Factory Mutual Research approved for mechanical attachment of insulation and comply with FM Standard 4470 for corrosion resistance.
4. Install IW plates in a straight grid pattern using chalk lines. Proper plate layout will improve welding effectiveness.
5. General 1-90 attachment for insulation/cover board/membrane in the field of the roof requires one fastener and stress plate per 6 ft² of insulation.
6. Perimeter areas require a fastener tributary area decrease that is no greater than 60% of the minimum required field tributary per fastener. Extrapolate from Product Approval, or use site specific engineering.
7. Corner areas require a fastener tributary area decrease that is no greater than 40% of the minimum required field tributary per fastener. Extrapolate from Product Approval, or use site specific engineering.
8. Fasteners shall be installed flush with the substrate and not overdriven to the point of promoting plate deformation.
9. Fasteners shall be installed using depth sensing tool attachments to ensure proper installation.

3.6 INSTALLATION OF KEE MEMBRANE

QUALITY CONTROL

1. It is the responsibility of the roofing contractor to initiate and maintain a Quality Control (QC) program to govern all aspects of the installation of the KEE Induction Welded Roofing System.
2. The project foreman and or supervisor will be responsible for the daily execution of the QC program, which will include, but is not limited to, the supervision, inspection and probing of all heat welded seams and induction welded plates incorporated within the KEE Induction Welded Roofing Systems.
3. If inconsistencies in the quality of the application of the composite, membrane and/or welds are found, all work shall cease until corrective actions are taken to ensure the continuity the installation.

GENERAL

1. Work shall be coordinated to ensure that sequencing of the installation promotes a 100% watertight installation at the end of each day.

2. All KEE Induction Welded Roofing Systems shall be designed utilizing and determined to be in compliance with the procedures outlined within the current publication of ASCE Standard 7. Alternative designs may be determined using the criteria within Factory Mutual Research Loss Prevention Data.
3. A KEE Induction Welded Roofing System may utilize either conventional roll goods or custom pre-welded panel rolls.
4. Restrictions regarding outside ambient air temperature are relative only to the exposure limits of the workers and/or adhesives when necessary.
5. When using adhesives outside ambient air temperature shall be above 40°F. Curing or drying time of the adhesive will be affected by ambient temperatures and must be taken into consideration when determining flashing lengths.
6. Humidity can affect the drying time of solvent borne adhesives and/or cause condensation to form on the newly applied adhesive.
7. No moisture may be present on the adhesive(s) prior to mating or application of KEE membranes.
8. KEE Induction Welded Roofing Systems shall only be installed over properly prepared and sound substrates, free from excessive surface roughness, dirt, debris and moisture.

KEE MEMBRANE INSTALLATION

1. Unroll and position the KEE membrane and/or custom panel onto the properly prepared substrate, over the previously installed IW plates.
2. Install the membrane in a flat, relaxed position avoiding excess wrinkles and stretching.
3. Adjoining rolls shall overlap a minimum of 2", properly shingled with the flow of water wherever possible.
4. Stager the factory seams in custom rolls to prevent adjacent factory welds from falling on top of one another.
5. The field membrane shall be properly affixed to wood blocking or restrained in an approved manner at all roof perimeters, walls, expansion joints, curbs and penetrations having any one dimension greater than 24" in length. Do not use IW plates for transitional attachment. (See Current Manufacturer's Construction Details)

GENERAL WELDING

1. All field seams exceeding 10' in length shall be welded with an approved automatic welder.
 2. All field seams must be clean and dry prior to initiating any field welding.
 3. Remove foreign materials from the seams (dirt, oils, etc.) with MEK or authorized alternative.
 4. Use clean white cotton cloths and allow approximately five minutes for solvents to dissipate before initiating the automatic welder. Do not use denim or synthetic rags for cleaning.
 5. Contaminated areas within a membrane seam will inhibit proper welding and will require a membrane patch.
 6. All welding shall be performed only by qualified personnel to ensure the quality and continuity of the weld.
 7. Keep the bottom of the induction welding tool and cooling magnets clean.
 8. Continuous operation of the induction welding process can promote overheating of the cooling magnets. Periodically cool the magnets using clean water to prevent melting and/or scarring of the KEE membrane.
 9. Follow the Induction Welder Tool manufacturer's recommendations for periodic cleaning and maintenance for the equipment.
1. All field seams exceeding 10' in length shall be welded with an approved automatic welder.
 2. All field seams must be clean and dry prior to initiating any field welding.
 3. Remove foreign materials from the seams (dirt, oils, etc.) with MEK or authorized alternative.

HOT AIR HAND WELDING

1. The lap or seam area of the membrane may be intermittently tack welded to hold the membrane in place.
2. The back interior edge of the membrane shall be welded first, with a thin, continuous weld to concentrate heat along the exterior edge of the lap during the final welding pass.
3. The nozzle of the hand held hot air welder shall be inserted into the lap at a 45° angle to the lap. Once the polymer on the material begins to flow, a hand roller shall be use to apply pressure at a right angle to the tip of the hand welder. Properly welded seams shall utilize a 1½" wide nozzle, to create a homogeneous weld, a minimum of 1½" in width.
4. Smaller nozzles may be used for corners, and other field detailing, maintaining a minimum 1" weld.

AUTOMATIC HOT AIR MACHINE WELDING

1. Proper welding of the KEE Membrane can be achieved with a variety of automatic welding equipment. Contact technical services for specific recommendations.
1. Follow all manufacturer instructions for the safe operation of the automatic welder.
2. Follow local code requirements for electric supply, grounding and surge protection.
3. The use of a dedicated, portable generator is highly recommended to ensure a consistent electrical supply, without fluctuations that can interfere with weld consistency.
4. Properly welded seams shall utilize a 1½" wide nozzle, to create a homogeneous weld, a minimum of 1½" width.

INDUCTION WELDING

1. Calibrate the induction welding tool by making test welds with the KEE membrane and the IW stress plates.
1. Make test welds using variable settings on the welder and then performing peel tests to examine continuity of the weld to the plate.
2. The lowest energy setting that creates the most comprehensive and continuous bond is the preferred setting.
3. All membrane shall be cleaned and dry prior to induction welding.
4. Immediately upon completion of the induction weld cycle at each stress plate, place the cooling magnet directly centered over the welded membrane/plate assembly.
5. Repeat the welding and magnet cooling process for each and every IW plate in the installation assembly.

INSPECTION

1. The job foreman and/or supervisor shall initiate daily inspections of all completed work which shall include, but is not limited to the probing of all field welding with a dull pointed instrument to assure the quality of the application and ensure that any equipment or operator deficiencies are immediately resolved.
2. Ensure that all aspects of the installation (sheet layout, attachment, welding, flashing details, etc.) are in strict accordance with the most current KEE Roofing Systems Specifications and Details.
3. Excessive patching of field seams because of inexperienced or poor workmanship will not be accepted at time of Final Inspection for Warranty Acceptance.
4. Any deviation from pre-approved specifications and/or details requires written authorization from the Manufacturer prior to application to avoid any warranty disqualification.
5. It is the contractor, job foreman, and supervisor and/or quality control personnel to perform a final self-inspection on all seams prior to requesting the inspection for warranty issuance by the Manufacturer.

3.7 FLASHING

1. Clean all vents, pipes, conduits, tubes, walls and stacks to bare metal. All protrusions must be properly secured to the roof deck with approved fasteners. Remove and discard all lead, pipes and drain flashing. Flash all penetrations according to approved details.
2. Remove all loose and/or deteriorated cant strips and flashing.
3. Flash all curbs, parapets and interior walls in strict accordance with approved manufacturer's details.
4. All flashing shall be adhered to properly prepared, approved substrate(s) with manufacturer's approved adhesive applied in sufficient quantity to ensure total adhesion.
5. The base flashing of all membrane flashing shall extend out on to the plane of the deck, beyond the wood nailers to a maximum width of 8".
6. Vertical flashing shall be terminated no less than 8" above the plane of the deck with approved termination bar and counter-flashing or metal cap flashing.
7. Probe all seams with a dull, pointed probe to ensure the weld has created a homogeneous bond.
8. Install penetration accessories in strict accordance with approved details. Ensure penetration accessories have not impeded in any way the working specification. (Refer to the related trade for the technical specification).

3.8 METAL FLASHING

1. All perimeter edge details are to be fabricated from Clad Metal or utilize a prefabricated Manufacturer's Fascia System.
2. Ensure all fascia extend a minimum of 2" lower than the bottom of the wood nailers.
3. Fasten all metal flashing to wood nailers or approved substrate with approved fasteners 8" on center.
4. Break and install Clad metal in accordance with approved details, ensuring proper attachment, maintaining ½" expansion joints and the installation of a minimum 2" bond breaker tape prior to sealing the joint.
5. Solidly weld Clad expansion joints with a 6" strip of KEE membrane welded to the Clad, covering the bond breaker tape (cover plates are optional).

ROOF DRAINS

1. Flash all roof drains in accordance with manufacturer's roof drain details.
2. Replace all worn or broken parts that may cut the KEE membrane or prevent a watertight seal. This includes the clamping ring and strainer basket.
3. Replace all drain bolts or clamps used to hold the drain compression ring to the drain bowl.
4. KEE non-reinforced 60 mil membrane shall be used for flashing the drain assembly. Drain assemblies and basins or sumps must be free of any asphalt or coal tar pitch residue prior to installation.
5. The drain target sheet should be sized and installed to provide for a minimum of 12" of exposed 60 mil on all sides of the drain.

PITCH PANS

1. Every reasonable effort shall be made to eliminate the need for pitch pans including the removal of all existing pans. Contact Manufacturer for specific design alternatives and recommendations.
2. In the event of no alternative, fabricate pitch pans from Clad metal, installed in accordance with Manufacturer's details, ensuring proper attachment, maintaining a minimum of 2" clearance around the penetration.
3. Pitch pans shall be filled with non-shrinking grout to within 1" of the top of the pan. Allow the grout to dry and fill remainder of the pan with approved pourable sealant.
4. Pitch pans and the sealant will require periodic maintenance by the building owner's maintenance personnel.
5. Pitch pans are maintenance items and shall not be considered as part of the Manufacturer's warranty.

3.9 SEALANTS

1. Apply authorized sealant(s) to all surface mounted reglets and per project requirements. Sealant(s) are to shed water. Follow all manufacturer's instructions and installation guides.
1. Use primer when recommended by the manufacturer.
2. Sealants will require periodic maintenance by the building owner's maintenance personnel.

3.10 TEMPORARY SEALS

1. At the end of each working day or at the sign of rain, install temporary, 100% watertight seal(s) where the completed new roofing adjoins the uncovered deck or existing roof surface.
2. The authorized roofing contractor shall create and maintain the temporary seal in such a manner to prevent water from traveling beneath the new and/or existing roof system.
3. The use of plastic roofing cement is permissible when sealing to an existing built up roof.
4. If water is allowed to enter beneath the newly completed roofing, the affected area(s) shall be removed and replaced at no additional expense to the building owner.
5. Prior to the commencement of work, cut out and remove all contaminated membrane, insulation, roof cement or sealant and properly dispose off site.

3.11 WALKWAYS

KEE walkways and protection pads shall be installed at staging areas for rooftop equipment maintenance or areas subject to regular foot traffic.

WALKWAY INSTALLATION

1. Roofing membrane to receive walkway material shall be clean and dry.
2. Cut and position the KEE walkway material as directed by the specifications or agreement.
3. Hot air weld the entire perimeter of the walkway to the previously cleaned KEE roofing membrane. Avoid excessive heating of the walkway material to prevent scorching the underlying roofing membrane.

PROTECTION PAD INSTALLATION

1. Roofing membrane to receive walkway material shall be clean and dry.
2. Prior to installing the KEE protection pads (1/4" x 2' x 4'), weld a 6" x 6" strip of KEE membrane to each of the four corners of the back side of the pad. Position the strips in such a way that they overhang the edge of the pad a minimum of 2" around the 90° corner.
3. Position the KEE protection pads as directed by the specifications or agreement and weld the visible portion of the previously applied stripping to the KEE roofing membrane.

3.12 COMPLETION

1. Remove any and all debris, excess materials and scrap of any kind from the roof and surrounding premises prior to demobilization.
2. Inspect all field welds, detailing and terminations to ensure a 100% watertight installation.

3.13 WARRANTY INSPECTION

1. Upon completion of the project, the authorized roofing contractor shall complete and submit the Project Completion Notice to Manufacturer.
2. Upon receipt of the notice of completion, a Manufacturer representative will schedule an inspection with a representative of the authorized roofing contractor to thoroughly review the installation and verify compliance with Membrane Manufacturer specifications.
3. Any corrections or modifications necessary for compliance with the specifications and acceptance for warranty (punch list) will be noted on the Final Inspection for Warranty Form.
4. Upon completion of all punch list items and final acceptance of the installation, a warranty as authorized by the approved Manufacturer Pre-Installation Notice will be issued.

END OF SECTION

Form A Pull Out Test Report

(Refer to the **Standard Field Test Procedure for Determining the Withdrawal Resistance of Roofing Fasteners** for full documentation)

Report results on next page

Job name: Lee County Pull Test for 03/29/2016			
Location: 6035 Landing View Road		Fort Myers,	FL 33907
Test date: 3/29/2016		Ambient temperature: 80 °	
Roof area: 400 Sq.		Tester mfg: DMD Force Measurement Systems	
Max. cap. of tester: 2,000 lbs		Select one: <input checked="" type="checkbox"/> lbf <input type="checkbox"/> kN	
Date of last calibration: 12/15/2015		Number of pulls recorded on Form B: 16	
Fastener tested: #15 EHD		Fastener manufacturer: Trufast	
Fastener tested:		Fastener manufacturer:	
Fastener tested:		Fastener manufacturer:	
Test performed by: Jared Sullivan		Tester email: jsullivan@trufast.com	
Witnessed by: Shawn Sulzener		Test cut areas repaired by: Service Works	
Project type (select one): <input type="checkbox"/> New construction <input checked="" type="checkbox"/> Tear off <input type="checkbox"/> Retrofit			
Deck type (select one):			
<input checked="" type="checkbox"/> Steel	Gauge:		
<input type="checkbox"/> Structural concrete	Thickness:	Select one: <input type="checkbox"/> Poured in place <input type="checkbox"/> Precast	
<input type="checkbox"/> Lightweight concrete	Thickness:		
<input type="checkbox"/> Insulating concrete	Thickness:		
<input type="checkbox"/> Cementitious wood fiber	Thickness:		
<input type="checkbox"/> Gypsum	Thickness:	Select one: <input type="checkbox"/> Poured in place <input type="checkbox"/> Precast	
<input type="checkbox"/> Wood	Thickness:	Select one: <input type="checkbox"/> OSB <input type="checkbox"/> Plywood <input type="checkbox"/> Plank	
<input type="checkbox"/> Fiberglass	Thickness:		
<input type="checkbox"/> Other: _____	Thickness:		
Embedment or protrusion: 1"			
Drill bit diameter, where applicable:			
Optional Information			
Test time: 9:00 am	Building height: 20'	Thickness of existing roof assembly: 5" - 2"	
New system manufacturer: Fibertite			
Roof cover type (select one):			
<input type="checkbox"/> Mechanically attached single-ply	<input type="checkbox"/> Modified bitumen		
<input type="checkbox"/> Ballasted single-ply	<input type="checkbox"/> Built-up roofing		
<input type="checkbox"/> Adhered single-ply	<input type="checkbox"/> Other: _____		
New insulation:			
Type:	Thickness:		

Form B Pull Out Test Report

Report all test results and units of measure.

Conversion formulas

$lbf \times .00448222 = kN \times 224.8089431 = lbf$

$psi \times 6.895 = kPa \times 0.145 = psi$

1. 575	6. 583	11. 523	16. 657
2. 601	7. 577	12. 580	17.
3. 559	8. 561	13. 561	18.
4. 564	9. 574	14. 533	19.
5. 575	10. 601	15. 598	20.

Pullout Results of Additional Tests Performed 4.5.

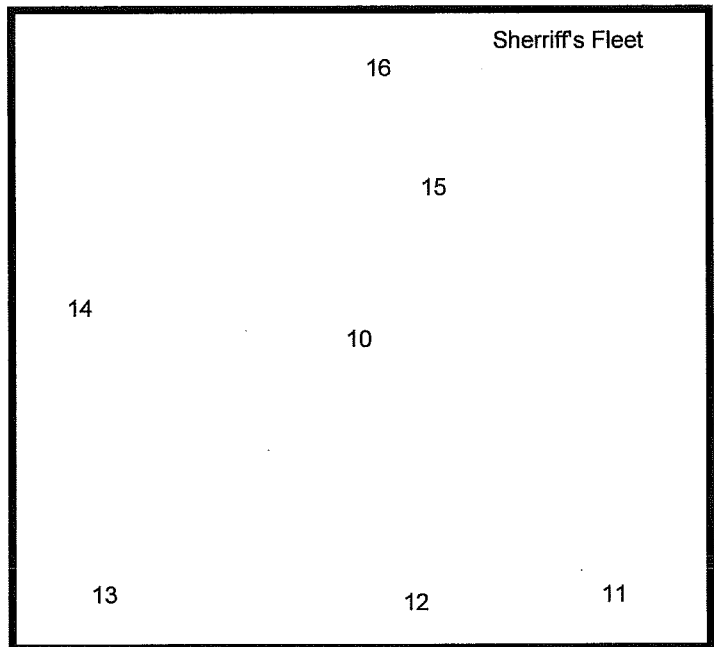
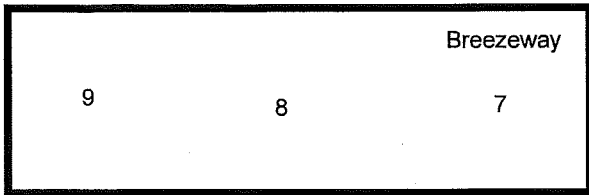
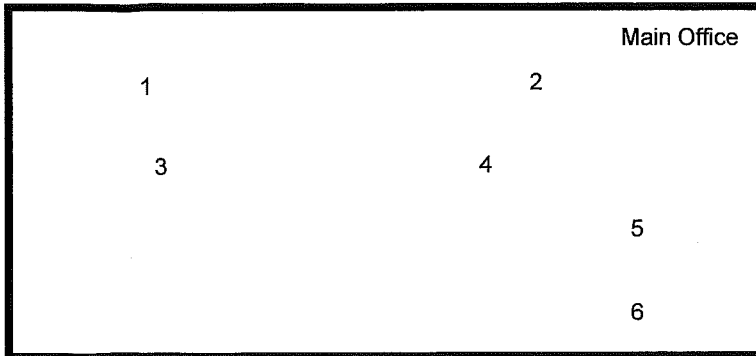
1.	6.	11.	16.
2.	7.	12.	17.
3.	8.	13.	18.
4.	9.	14.	19.
5.	10.	15.	20.

Deviation from standard procedure authorized by:

Reason for deviation:

Pulls 1-6 were performed on the Office.
Pulls 7-9 were performed on the Breezeway.
Pulls 10-16 were performed on the Fleet Maintenance.

Roof plan not to scale. Identify where the pullouts were performed with corresponding test number.



Comments

Disclaimer: Manufacturer's installation requirements shall be followed when using any of the tested fasteners. Neither the technician performing the pullout tests nor his/her company is responsible for the waterproofing integrity of the repairs. This test report does not certify the structural integrity of the roof deck.

REQUIRED FORMS

INVITATION TO BID

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

Form # Title/Description

1 Solicitation Response Form

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

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

1a Bid Form

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

1b Business Relationship Disclosure Requirement (if Applicable)

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

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

2 Affidavit Certification Immigration Laws

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

3 Reference Survey

Provide this form to a minimum of three references. The reference respondents will need to return this forms to the buyer listed on the form. This form will not be turned in with the proposal package.

1. **Section 1:** Bidder to complete with reference respondent’s information prior to providing to them for their response. (This is **not** the Bidder’s information.)
2. **Section 2:** Enter the name of the Bidder, provide the project information that the reference respondent is to provide a response for.
3. The reference respondent should complete “**Section 3**” and return directly to Lee County Procurement Management. Reference survey should not be returned by the Bidder.
4. **Section 4:** The reference respondent to print and sign name
5. A **minimum of 3 reference responses** must be returned.
6. Responses are due:
 - Bids and NON-evaluated (by Committee) solicitations: Only the awarded Bidder(s) will be required to provide reference responses. Responses are due no later than 7

calendar days after the Notice of Intended Decision or Notice of Intent has been issued.

7. Failure to obtain reference surveys may make your company non-responsive.

4 *Negligence or Breach of Contract Disclosure Form*

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

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

5 *Affidavit Principal Place of Business*

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

6 *Sub-Contractor List* (if applicable)

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

7 *Public Entity Crime Form*

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

8 *Trench Safety* (Required for Construction Projects Only)

Self explanatory.

9 *Bid Bond* (if applicable)

Self explanatory

Proposal Label (Required)

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

Include any licenses or certifications requested (if applicable)

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

Form 1 – Solicitation Response Form



LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM

Date Submitted: _____ Deadline Date: 12/2/2016

SOLICITATION IDENTIFICATION: ITB160657/AB

SOLICITATION NAME: Landing View Roof Replacement

COMPANY NAME: _____

NAME & TITLE: (TYPED OR PRINTED) _____

BUSINESS ADDRESS: (PHYSICAL) _____

CORPORATE OR MAILING ADDRESS: _____

[] SAME AS PHYSICAL

ADDRESS MUST MATCH SUNBIZ.ORG

E-MAIL ADDRESS: _____

PHONE NUMBER: _____ FAX NUMBER: _____

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

In submitting this proposal, Proposer makes all representations required by the instructions to Proposer and further warrants and represents that: Proposer has examined copies of all the solicitation documents and the following addenda:

No. _____ Dated: _____ No. _____ Dated: _____ No. _____ Dated: _____
No. _____ Dated: _____ No. _____ Dated: _____ No. _____ Dated: _____

Tax Payer Identification Number: _____

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

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

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

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

2 Scrutinized Companies Certification: Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes. As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Detail by Entity Name
Florida Profit Corporation
Bill's Widget Corporation

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

Principal Address
555 N Main Street
Your Town, USA 99999
Changed 02/11/2012

Mailing Address
555 N Main Street
MYour Town, USA 99999
Changed 02/11/2012

Registered Agent Name & Address
My Registered Agent
111 Registration Road
Registration, USA99999
Name Changed: 12/14/2006
Address Changed: 12/14/2006

Officer/Director Detail

Name & Address
Title P
President, First
555 AVENUE
Anytown, USA99999

Title V
President, Second
555 AVENUE
Anytown, USA99999

Sample Only



Lee County Procurement Management
BID/PROPOSAL FORM

Company Name: _____

Solicitation # ITB160657/AB **Solicitation Name** Landing View Roof Replacement

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

Term

From Notice to Proceed or Purchase Order date, whichever applies: **60** calendar days to substantial completion, **30** calendar days to final completion (total days **90**).

Pricing

Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified herein.

LANDING VIEW ROOF REPLACEMENT					
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
<i>Roof Replacement</i>					
1	Replace approximately a 10650 Sqft roof with the FiberTite System	Each	1		
LANDING VIEW ROOF REPLACEMENT BID TOTAL:					
<small>*Quantities are not guaranteed. Final payment will be based on actual quantities.</small>					

BID TOTAL: _____



LEE COUNTY

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

QUALIFICATION CRITERIA

FOR

B160652, Landing View Roof Replacement

Bidder(s) must meet the minimum qualification criterion as specified to qualify for consideration of award. This form should be completed and returned with bid submittal along with any supporting documentation where requested and/or indicated herein.

Criteria 1 – FDOT Certified: Bidder must be certified to install the FiberTite and have provided proof of certification at bid submission.

Is your firm certified to install the FiberTite System? _____ YES _____ NO

Criteria 2 - Experience: The Bidder shall provide details that demonstrate successful completion of at least three (3) roof replacement projects using the FiberTite system, for an entity similar in size to that of 5,000sqft or greater, within the last 5 years. Scope of work summary should include the work performed with a short description of services and a summary of work.

Has your firm successfully completed at least three (3) roofing projects with the FiberTite system, within the last five (5) years? _____ YES _____ NO

If YES, provide details as requested below:

PROJECT 1

PROJECT NAME: _____	
PROJECT START DATE: _____	PROJECT COMPLETION DATE: _____
CLIENT NAME: _____	
CLIENT CONTACT NUMBER: _____	CLIENT EMAIL: _____
AMOUNT OF AWARD: _____	
SCOPE OF WORK SUMMARY: _____	

PROJECT 2

PROJECT NAME: _____	
PROJECT START DATE: _____	PROJECT COMPLETION DATE: _____
CLIENT NAME: _____	
CLIENT CONTACT NUMBER: _____	CLIENT EMAIL: _____
AMOUNT OF AWARD: _____	
SCOPE OF WORK SUMMARY: _____	

PROJECT 3

PROJECT NAME: _____	
PROJECT START DATE: _____	PROJECT COMPLETION DATE: _____
CLIENT NAME: _____	
CLIENT CONTACT NUMBER: _____	CLIENT EMAIL: _____
AMOUNT OF AWARD: _____	
SCOPE OF WORK SUMMARY: _____	

Authorized Bidder Signature

Date:

Authorized Bidder Name (Print or Type)

NOTE: Do NOT provide supplemental materials regarding qualification criteria. Completion of this form is all that is requested.



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

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: B160657/ANB SOLICITATION NAME: Landing View Roof Replacement

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

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

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

Company Name: _____

Signature Title Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____
20____, by _____ who has produced
(Print or Type Name)
_____ as identification.
(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

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



Lee County Procurement Management

REFERENCE SURVEY

Solicitation # B160657/ANB

Landing View Roof Replacement

Section 1	Reference Respondent Information	Please return completed form to:	
FROM:	_____	BUYER: Adam Brooke	
COMPANY:	_____	DATE: 12/2/2016	
PHONE #:	_____	TOTAL # PAGES: 1	
FAX #:	_____	PHONE #: 239-533-8881	FAX #: 239-485-8383
EMAIL:	_____	BUYER EMAIL: Abrooke@leegov.com	

Section 2	Enter Proposer Information /Project Information, if applicable (Proposer to enter details of a project performed for above reference respondent)		
Proposer Name:	_____		
Reference Project Name:	Project Address:	Project Cost:	Sq. Ft.
_____	_____	_____	_____
Summarize Scope:			
This roofing project consists of re-roofing approximately 10,650 sq. ft. using an Induction Welded FiberTite-SM 045 membrane on the Maintenance Facility Building.			

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

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

Section 4	
Reference Name (Print Name)	Please submit non-Lee County employees as references

Reference Signature	



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

Please fill in the form below. Provide each incident in regard to alleged negligence or breach of contract that has occurred over the past 10 years. Please complete in chronological order with the most recent incident on starting on page 1. Please do not modify this form (expansion of spacing allowed) or submit your own variation.

Company Name: _____

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

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

Page Number: _____ Of _____ Total pages

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



AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

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

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

Company Name: _____

Printed name of authorized signer _____

Title _____

⇒
Authorized Signature _____

Date _____

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

Notary:

State of _____

County of _____

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

20____, _____ who has produced

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

⇒
Notary Public Signature _____

Notary Commission Number and expiration _____

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

Local Business Tax License # _____

2. Address of Principal Place of Business: _____

3. Number of years at this location _____ years

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

5. Size of Facility (i.e. office, sales area, warehouse, storage yard, etc.) _____

6. Number of available employees for this contract _____

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

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

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

(If applicable) its Federal Employer Identification Number (FEIN) is _____

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

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

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

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

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

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

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

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

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

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

(Signature)

(Date)

STATE OF _____
COUNTY OF _____

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

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

(NOTARY PUBLIC)

My Commission Expires: _____

Form#8: Trench Safety (Required for Construction Projects Only)

TRENCH SAFETY

Contractor/Vendor acknowledges that included in the appropriate solicitation items of the solicitation and in the Total solicitation price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The contractor/vendor further identifies the costs of such compliance to be summarized below:

Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
.....				
A. _____	_____	_____	_____	_____
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____
D. _____	_____	_____	_____	_____
TOTAL \$ _____				

If applicable, the contractor/vendor certifies that all trench excavation done within his control in excess of five (5') feet in depth shall be in accordance with the Florida Department of Transportation's Special Provisions Article 125-1 and Sub-article 125-4.1 (TRENCH EXCAVATION SAFETY SYSTEM AND SHORING, SPECIAL-TRENCH EXCAVATION).

Failure to complete the above may result in the solicitation being declared non-responsive.

(Signature)

(Company Name)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____ by _____ *(name and title of corporate officer)* of _____ *(name of corporation)*, a _____ *(state or place of incorporation)* corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ *(type of identification)* as identification.

(signature line for notary public)

(name of notary typed, printed or stamped)

(title or rank)

My commission expires:

_____ _____
(serial number, if any)

BID BOND

Complete EITHER Lee County Paper Bid Bond OR provide cashier's check

KNOW ALL MEN BY THESE PRESENTS, that we

_____ as Principal, and
(BIDDER'S Name)
_____ a Corporation licensed to do
(Surety's Name)

business under the laws of the State of Florida as a Surety, are held and firmly bound unto LEE COUNTY BOARD OF COUNTY COMMISSIONERS, LEE COUNTY, FLORIDA, a Political Subdivision of the State of Florida,
in the SUM OF _____
for the payment whereof, well and truly to be made, we bind ourselves, our heirs, successors, personal representatives and assigns, jointly and severally, firmly, by these presents.

SIGNED AND SEALED this _____ day of _____, _____

WHEREAS, said Principal is herewith submitting a Proposal for the construction of:

NOW, THEREFORE, the condition of the above obligation is such that if said Principal shall be awarded the Contract upon said Proposal within the specified time and shall enter into a written Contract, satisfactory in form, provide an acceptable Public Payment & Performance Bond from a Surety acceptable to the COUNTY and provide other Insurance as may be required to the COUNTY within seven (7) calendar days after the written Notice of Award date, or within such extended period as the COUNTY may grant, then this obligation shall be null and void; otherwise said Principal and Surety shall pay to said COUNTY in money the difference between the amount of the Bid of said Principal and the amount for which said COUNTY may legally contract with another party to perform said work, if the latter amount be in excess of the former, together with any expenses and reasonable attorney's fees incurred by said COUNTY if suit be brought here on, but in no event shall said Surety's liability exceed the penal sum hereof plus such expenses and attorney's fees. For purposes of unsuccessful bid protests filed by the Principal herein, this obligation shall bind the Surety to pay costs and damages associated with the bid protest or delays to the project upon a finding from the Board of County Commissioners for Lee County that the bid protest was frivolous and/or lacked merit. The liability of the Surety shall not exceed the penal sum of the bid bond.

Witness as to Principal: _____ (SEAL)
(Principal)

(By) Printed Name

Witness as to Surety: _____ (SEAL)
(Surety's Name)

(By-As Attorney-in-Fact, Surety)

Affix Corporate Seals and attach proper Power of Attorney for Surety.

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

PROPOSAL DOCUMENTS • DO NOT OPEN	
SOLICITATION NO.:	B160657/ANB
SOLICITATION TITLE:	Landing View Roof Replacement
DATE DUE:	Friday, December 2, 2016
TIME DUE:	Prior to: 2:30 PM
SUBMITTED BY:	(Name of Company)
e-mail address	Telephone
DELIVER TO:	Lee County Procurement Management 1500 Monroe 4 th Floor Fort Myers FL 33901
<i>Note: proposals received after the time and date above will not be accepted.</i>	



Lee County Procurement Management
1500 Monroe Street, 4th Floor
Fort Myers, FL 33901
(239) 533-8881
www.leegov.com/procurement

PLEASE PRINT CLEARLY