



Advertise Date: 4/8/2016

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PROCUREMENT MANAGEMENT

Invitation to Bid (B) (Non-CCNA)

Solicitation No.:	B160160/LKD		
Solicitation Name	Bulk Hydrofluosilicic Acid 23%		
Open Date/Time:	4/25/2016	Time:	2:30 PM
Location:	Lee County Procurement Mgmt 1500 Monroe St 4th Floor Ft Myers FL 33901		
Procurement Contact:	Lori DeLoach, CPPB	Title	Procurement Analyst
Phone:	(239) 533-8881	Email:	LDELOACH@leegov.com
Requesting Dept.	Utilities		
Pre-Solicitation Meeting:			
Type:	No meeting scheduled at this time		
Date/Time:	N/A		
Location:	N/A		

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



4/8/2016

Notice to Contractor / Vendor
ITB#B-160160/LKD Bulk Hydrofluosilicic Acid 23%

Invitation to Bid (ITB)

Lee County, Fort Myers, Florida, is requesting bid from qualified individuals/firms for
Bulk Hydrofluosilicic Acid 23%

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 Monday, April 25, 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.leegov.com/procurement. Proposers who obtain scope of services from sources other than www.Leegov.com/procurement are cautioned that the solicitation package may be incomplete. The County's official bidders list, addendum(s) and information must be obtained from www.Leegov.com/procurement. It is the proposer's responsibility to check for posted information. The County may not accept incomplete proposals.

There will be no Pre-proposal Conference for this solicitation

It has been determined that the specifications and scope of work within this solicitation are adequate to describe the product or services being requested. A pre-proposal conference and site visit has not been scheduled for this solicitation. Questions regarding this solicitation are to be directed, in writing, to the individual listed below using the email address listed below or faxed to (239) 485 8383 during normal working hours to Lori DeLoach (LDELOACH@LeeGov.com)

Sincerely,

A handwritten signature in blue ink, appearing to read "Mary G. Tucker". The signature is fluid and cursive.

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

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

GENERAL CONDITIONS

Sealed Bids will be received by the DIVISION OF PROCUREMENT MANAGEMENT, until the time and date specified on the cover sheet of this “Request for Bid”, and opened immediately thereafter by the Procurement Management Director or designee.

Any question regarding this solicitation should be directed to the Procurement Division Contact listed on the cover page of this solicitation, or by calling the Division of Procurement Management at (239) 533-8881.

1. SUBMISSION OF BID:

- a. Bids must be sealed in an envelope, and the outside of the envelope must be marked with the following information: *(Form 7 is attached for your use)*

1. Marked with the words “Sealed Bid”
2. Name of the firm submitting the bid
3. Title of the bid
4. Bid number

- b. The Bid must be submitted in duplicate as follows:

1. The **original** consisting of the Lee County bid forms completed and signed, and where applicable corporate and/or notary seals attached.
2. A **copy** of the original bid forms for the Procurement Management Director.
3. One (1) **electronic** CD ROM or flash drive sets of the proposal submittal
 - i. One single adobe PDF file and should be copied **in the same order as the original hard copy.**
 - ii. Limit the color and number of images to avoid unmanageable file sizes.
 - iii. Use a rewritable CD and **do not lock files.**

If a cost/bid schedule was provided, the completed schedule should be included as a Microsoft Excel file on the CD-ROM or flash drive

- c. The following must be submitted along with the bid in a separate envelope. This envelope must be marked as described above, but instead of marking the envelope as “Sealed Bid”, please indicate the contents; i.e., literature, drawings, submittals, etc. This information must be submitted in duplicate.

1. 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.
2. Warranties and guarantees against defective materials and workmanship.

- d. **BIDS RECEIVED LATE:** It is the bidder’s responsibility to ensure the bid is received by the Division of Procurement Management prior to the opening date and time specified. Any bid received after the opening date and time will be promptly returned to the bidder unopened. Lee County will not be responsible for bids received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.

- e. **BID CALCULATION ERRORS:** In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.
- f. **PAST PERFORMANCE:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.). Poor or unacceptable past performance may result in bidder disqualification.
- g. **WITHDRAWAL OF BID:** No bid may be withdrawn for a period of 90 days after the scheduled time for receiving bids. A bid may be withdrawn prior to the bid-opening date and time. Such a request to withdraw must be made in writing to the Procurement Management Director, who will approve or disapprove of the request.
- h. **COUNTY RESERVES THE RIGHT:** The County reserves the right to exercise its discretion, to waive minor informalities in any bid; to reject any or all bids with or without cause; and/or to accept the bid that in its judgment will be in the best interest of the County of Lee.
- i. **EXECUTION OF BID:** All bids shall contain the signature of an authorized representative of the bidder in the space provided on the quote proposal form. All bids shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the bid shall be initialed.

2. **ACCEPTANCE**

The materials and/or services delivered under the bid **shall** remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event the materials and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.

3. **SUBSTITUTIONS**

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

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

The awarded vendor shall observe and obey all laws, ordinances, rules, and regulations, of the federal, state, and local government, which may be applicable to the supply of this product or service. The awarded vendor has attested to compliance with the applicable immigration laws of the United States in the attached affidavit. Violations of the immigration laws of the United States shall be grounds for unilateral termination of the awarded agreement.

- a. Local Business Tax – Vendor shall submit within 10 calendar days after request.
- b. Specialty License(s) – Vendor shall possess at the time of the opening of the bid all necessary permits and/or licenses required for the sale of this product and/or service and upon the request of the County will provide copies of licenses and/or permits within 10 calendar days after request.
- c. The geographic preference established in the Local Vendor Preference ordinance is applicable to all Lee County procurement activities unless otherwise specifically noted in the solicitation package. Provided, however, the Local Vendor Preference ordinance is not applicable to procurement activity or solicitations involving Federal Transit Administration grant funds.
- d. Florida Statutes Section 607.1501 (1) states: A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.

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

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

6. **PRE-BID CONFERENCE**

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

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

7. **LEE COUNTY PAYMENT PROCEDURES**

All vendors are requested to mail an original invoice to:

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

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

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

Lee County is generally a tax-exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All contractors or bidders should include in their bid all sales or use taxes, which they will pay when making purchases of material or subcontractor’s services.

8. **LEE COUNTY BID PROTEST PROCEDURE**

Any contractor/vendor/firm that has submitted a formal bid/quote/proposal to Lee County, and who is adversely affected by an intended decision with respect to the award of the formal bid/quote/proposal, must file a written “Notice of Intent to File a Protest” with the Lee County

Procurement Management Director not later than seventy-two (72) hours (excluding Saturdays, Sundays and Legal Holidays) after receipt of the County's "Notice of Intended Decision" with respect to the proposed award of the formal bid/quote/proposal.

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

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

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

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

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

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

The Formal Written Protest shall contain the following:

- County bid/quote/proposal identification number and title.
- Name and address of the affected party, and the title or position of the person submitting the Protest.
- A statement of disputed issues of material fact. If there are no disputed material facts, the Formal Protest must so indicate.
- A concise statement of the facts alleged, and of the rules, regulations, statutes, or constitutional provisions, which entitle the affected party to relief.
- All information, documents, other materials, calculations, and any statutory or case law authority in support of the grounds for the Protest.

- A statement indicating the relief sought by the affected (protesting) party.
- Any other relevant information that the affected party deems to be material to Protest.

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

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

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

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

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

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

“FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIMEFRAMES AS PRESCRIBED HEREIN AND ESTABLISHED BY

LEE COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA, SHALL CONSTITUTE A WAIVER OF YOUR PROTEST AND ANY RESULTING CLAIMS.”

9. **PUBLIC ENTITY CRIME**

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

10. **QUALIFICATION OF BIDDERS** (unless otherwise noted)

Bids will be considered only from firms normally engaged in the sale and distribution or provision of the services as specified herein. Bidders shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to Lee County. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other action necessary to determine ability to perform is satisfactory, and reserves the right to reject bids where evidence submitted or investigation and evaluation indicates an inability of the bidder to perform.

11. **MATERIAL SAFETY DATA SHEETS**

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

12. **MISCELLANEOUS**

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

13. **WAIVER OF CLAIMS**

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

14. **AUTHORITY TO PIGGYBACK**

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

15. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

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

b) **Any Single Large Project**

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

c) **Disadvantaged Business Enterprises (DBE's)**

The County, in its sole discretion, reserves the right to purchase any of the items in this bid from a Disadvantaged Business Enterprise vendor if the prices are determined to be in the best interest of the County, to assist the County in the fulfillment of any of the County's grant commitments to federal or state agencies.

The County further reserves the right to purchase any of the items in this bid from DBE's to fulfill the County's stated policy toward DBE's.

d) **Anti-Discrimination**

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

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

The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The vendor will make affirmative efforts to 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. Such action shall include, but not be limited to, acts of employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

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

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

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

In the event of breach of any of the above anti-discrimination covenants, the County shall have the right to impose sanctions as it may determine to be appropriate, including

withholding payment to the vendor or canceling, terminating, or suspending this contract, in whole or in part.

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

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

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

16. **AUDITABLE RECORDS**

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

17. **DRUG FREE WORKPLACE**

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

18. **REQUIRED SUBMITTALS**

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

19. **TERMINATION**

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

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

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

20. **CONFIDENTIALITY**

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

21. **ANTI-LOBBYING CLAUSE**

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

22. **INSURANCE (AS APPLICABLE)**

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

23. **CONFLICT OF INTEREST**

All firms are hereby placed on formal notice that per Section 3 of Lee County Ordinance No. 92-22:

The County is prohibited from soliciting 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:

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 contractor/consultant or a prominent member of the team, cannot be selected or retained, as the primary contractor/consultant or a named member of the contracting/consulting team, to perform project design, engineering, or construction services for subsequent phase s or scopes of work for this project. Pursuant to FS. S. 287.057(17) the firm will be deemed to have a prohibited conflict of interest that creates an unfair competitive advantage.

Should your response 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 submittal from consideration for this project.

24. **CONTRACTOR/SUB-CONTRACTOR RELATIONSHIP**

The prime contractor on a project may not also be listed as a sub-contractor to another firm submitting a proposal 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.

25. MAJOR BREAKDOWNS/NATURAL DISASTERS

Lee County requires that the awarded vendor provide the name of a contact person and phone number which will afford Lee County access twenty-four hours per day, 365 days per year, of this product or service in the event of major breakdowns or natural disasters.

Lee County reserves the right to purchase the product or service listed in this quotation elsewhere in an emergency situation.

26. DESIGNATED CONTACT

The awarded vendor shall appoint a person or persons to act as a primary contact for all County departments. This person or back-up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.

27. AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

The attached document, Affidavit Certification Immigration Laws, is required and should be submitted with your solicitation package. It must be signed and notarized. Failure to include this affidavit with your response will delay the consideration and review of your submission; and could result in your response being disqualified.

28. SUB-CONTRACTORS

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

29. LOCAL BIDDER'S PREFERENCE

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

The Lee County Local Bidder's Preference Ordinance No. 08-26 is being included as part of the award process for this project. As such, Lee County at its sole discretion, may choose to award a preference to any qualified "Local Contractor/Vendor" in an amount not to exceed 3 % of the total amount quoted by that firm.

"Local Contractor / Vendor" shall mean: a) any person, firm, partnership, company or corporation whose principal place of business in the sole opinion of the County, is located within the boundaries of Lee/Collier County, Florida; or b) any person, firm, partnership, company or corporation that has provided goods or services to Lee County on a regular basis for the preceding consecutive 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.

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

30. AGREEMENTS/CONTRACTS

The awarded vendor 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://sp.leegov.com/procurement/forms>

END OF SECTION

HAZARDIOUS MATERIALS HAULERS

1. Minimum Insurance Requirements: Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendor's interest or liabilities, but are merely minimums.
 - a. Workers' Compensation - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Individual employees may be exempted per State Law. Employers' liability will have minimum limits of:
 - \$500,000 per accident
 - \$500,000 disease limit
 - \$500,000 disease limit per employee
 - b. Commercial General Liability - Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability, and broad form property damage exposures with minimum limits of:
 - \$1,000,000 bodily injury per person (BI)
 - \$2,000,000 bodily injury per occurrence (BI)
 - \$1,000,000 property damage (PD) or
 - \$2,000,000 combined single limit (CSL) of BI and PD
 - c. Business Auto Liability - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:
 - \$1,000,000 bodily injury per person (BI)
 - \$2,000,000 bodily injury per occurrence (BI)
 - \$1,000,000 property damage (PD) or
 - \$2,000,000 combined single limit (CSL) of BI and PD
 - d. Pollution Liability - Covering a transporter moving hazardous products or waste as cargo aboard the transporter's truck:
 - \$1,000,000 bodily injury / property damage/ cleanup, including wrongful delivery.

**The required limit of liability shown in Insurance Requirements item: 1.a; 1.b; 1.c; 1. d; may be provided in the form of “Excess” or “Commercial Umbrella Insurance Policies.” In which case, a “Following Form Endorsement” will be required on the “Excess Insurance Policy” or “Commercial Umbrella Policy.”*

2. Verification of Coverage:

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

1. **“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials@ will be named as an Additional Insured on the General Liability policies.**
2. Lee County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager (P.O. BOX 398 Ft. Myers, FL 33902).

3. Special Requirements:

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

Special Conditions:

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

HOLD HARMLESS AND INDEMNITY CLAUSE

To the fullest extent permitted by applicable law, Contractor shall protect, defend, indemnify, save and hold the County, the Board of County Commissioners, its agents, officials, and employees harmless from and against any and all claims, demands, fines, loss or destruction of property, liabilities, damages, for claims based on the negligence, misconduct, or omissions of the Contractor resulting from the Contractor's work as further described in this contract, which may arise in favor of any person or persons resulting from the Contractor's performance or non-performance of its obligations under this contract except any damages arising out of personal injury or property claims from third parties caused solely by the negligence, omission(s) or willful misconduct of the County, its officials, commissions, employees or agents, subject to the limitations as set out in Florida general law, Section 768.28, Florida Statutes, as amended. Further, Contractor hereby agrees to indemnify the County for all reasonable expenses and attorney's fees incurred by or imposed upon the County in connection therewith for any loss, damage, injury or other casualty. Contractor additionally agrees that the County may employ an attorney of the County's own selection to appear and defend any such action, on behalf of the County, at the expense of the Contractor. The Contractor further agrees to pay all reasonable expenses and attorney's fees incurred by the County in establishing the right to indemnity.

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS
FOR
Bulk Hydrofluosilicic Acid 23%**

30. SCOPE

The purpose of this quotation is to solicit prospective bidders to furnish and deliver bulk Hydrofluosilicic acid 23% on an as needed basis for Lee County Utilities.

31. DELIVERY REQUIREMENTS

Bids are to be based on firm prices delivered F.O.B., as directed to the locations specified herein, Lee County, Florida. **Pricing per gallon shall be all inclusive.**

The County reserves the right to add or delete delivery sites at its discretion at anytime throughout the term of this bid.

Delivery driver must present a photo I.D. upon delivery. The I.D. must show that the driver is an employee of either the trucking company or the awarded vendor. All personnel making deliveries must wear the appropriate personal protective equipment (PPE as required by the SDS).

Lee County Utilities reserves the right to refuse delivery if that delivery is not in the proper timeframe; the vendor has improper equipment to offload the delivery; and/or is taking improper safety precautions or has malfunctioning equipment.

32. TERM OF AWARD

If awarded the terms of this solicitation shall be in effect for **one year** or until new bids are taken and awarded. The County reserves the right to renew this bid (or any portion thereof) and to negotiate lower pricing as a condition for each renewal, for up to **Three (3) additional one-year** periods, upon mutual agreement of both parties and, except as to lower pricing, under the same terms and conditions.

33. BASIS OF AWARD

The basis of award for this bid will be lowest responsive and responsible bidder meeting specifications

34. SUBMITTALS

Vendor must have **written proof of conformance** as required in technical specifications.

35. NATIONAL RESPONSE CENTER

The bidder shall **provide a detailed listing of all accidents, incidents, releases, spills, and National Response Center notifications** (“safety incidents”) for all chemicals it delivers or manufacturers for the past five (5) years.

The bidder shall also **provide the names of any customers** where its contract was terminated early (e.g., debarred) for safety, quality, or service issues for any product it supplies over the past

five years. Failure to disclose references, terminations, or safety incidents **will result in Bidder being disqualified from bidding on this product.**

For purposes of this Bid, the term “Bidder” shall be defined as the vendor submitting the proposal and shall include all subsidiaries, affiliates, and subcontractors. As such, any requested documentation shall apply to all subsidiaries and affiliated companies as well as any subcontractors. In the event that a vendor is using a subcontractor to either manufacture or deliver the product, the requested items (e.g., references, terminations, and safety incidents) shall apply to the subcontractor as well.

36. MINIMUM ORDER QUANTITIES

On the Proposal Form vendors must specify the minimum order quantity their firm requires for delivery. If Lee County requires less than the minimum order quantity stated by the awarded vendors on the Proposal Form, Lee County reserves the right to purchase the material elsewhere.

37. PRICE ESCALATION/DE-ESCALATION

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

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

38. QUANTITY PRICE BREAKS

If your firm can offer quantity price breaks to Lee County on the item listed, **specify item, quantity breaks and pricing on company letterhead.** The prices offered on the Proposal Form will form the basis of award.

39. TRAINING SESSIONS

The awarded supplier will be required to provide, at no additional cost to the County, two 4-hour training sessions each year, that meet the federal and state safety and right to know training requirements. The education and instruction of the County's operations personnel shall be by a qualified instructor familiar with the safe handling practices associated with the chemical being discussed. **Session dates, times and course outlines should be submitted by the supplier as part of their bid package, and approved by the County.** Failure to provide this service will be considered a default of the contract. The awarded vendor(s) shall be required to provide a letter certifying that the course outline meets the requirements listed above.

The training sessions will be held in one central location in Lee County which will be determined by Lee County Utilities. The awarded suppliers will be responsible for travel, lodging, meals and training materials costs.

40. SAFETY

The supplier's truck must be marked with proper placards and equipped to safely handle and unload product/products.

41. MAJOR BREAKDOWNS/NATURAL DISASTERS

Lee County requires that the awarded vendor provide the name of a contact person and phone number which will afford Lee County access twenty-four hours per day, 365 days per year, of this product or service in the event of major breakdowns or natural disasters.

Lee County reserves the right to purchase the product or service listed in this quotation elsewhere in an emergency situation.

42. DESIGNATED CONTACT

The awarded vendor shall appoint a person or persons to act as a primary contact for all County departments. This person or back-up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.

43. CONTRACT

If your firm will require Lee County to sign a contract of any type, please include that contract with your quotation.

44. ADDITIONAL REQUIREMENTS

Vendors must provide SDS sheets for all products to be provided, prior to startup of this contract.

Vendors agree to conform to any and all State and Federal regulations pertaining to chemicals, and to assist Lee County in doing so (Chapter 442 F.S.).

All Chemicals must be approved by the National Sanitation Foundation (NSF) as applicable. **Please provide written proof with your bid package.** All products shall be provided exactly as specified. Any variations will not be accepted.

TECHNICAL SPECIFICATIONS

45. **HYDROFLUOSILICIC ACID 23% AWWA Standard B703-00 or the latest edition**

A. Description

Liquid, water white to straw yellow, with pungent odor.

B. Physical Properties

1. Must be clean and free of visible suspended matter
2. Contain between 20% and 30% Hydrofluosilicic acid
3. Maximum dosage of 1.2 mg/L fluoride ion.

C. Packaging

Bulk; Packaging and shipping of all Hydrofluosilicic acid solutions shall conform to all applicable local, state, and federal including US DOT regulations and applicable interstate regulations. Unloading shall be through a 2" quick coupling fitting on the tank. Hoses for delivering from the tanker to the bulk tank shall be the responsibility of the awarded vendor.

D. Delivery Locations

Corkscrew WTP 16101 Alico Road Ft. Myers, FL 33913	Phone: (239) 267-8228 Fax (239) 267-8268 Contact Person: Mike Frazzetto
--	---

Olga WTP 1450 Werner Drive Alva, FL 33920	Phone: (239) 694-4038 Fax: (239) 694-2370 Contact Person: Dan Smith
---	---

North Lee County WTP 18250 Durance Road North Fort Myers, FL 33917	Phone: (239) 567-2181 ext 225 Fax: (239) 567-2184 Contact Person: Larry Campanelli
--	--

Pinewoods WTP 11950 Corkscrew Rd. Estero, FL 33928	Phone : (239) 992-1319 Fax : (239) 992-5875 Contact Person: Damon Hardy
--	---

E. Amount – Estimated usage annually – 25,000 gallons (quantities are not guaranteed)

F. Delivery Time

Shipments will be FOB Destination, and received between the hours of **8:00 AM and 4:00 PM, Monday through Friday**, within five (5) working days after verbal receipt of the order from Lee County Utilities.

G. Delivery Amounts/Requirements

1. ***Olga WTP***
Min/max 500 to 1,200 gallons per delivery, 80 feet of hose required
2. ***Corkscrew WTP***
Min/max 500 to 1,200 gallons per delivery, 20 feet of hose required
3. ***North Lee County RO WTP***
Min/max 300 to 600 gallons per delivery, 60 feet of hose required
4. ***Pinewoods WTP***
Min/max 400 to 500 gallons per delivery, 40 feet of hose required

END OF SECTION

REQUIRED FORMS

These forms are required and should be submitted with all proposals. 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.

Form # Title/Description

1 Solicitation Response Form

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 certification from <http://www.sunbiz.org>. All signatures must be by an authorized company representative

1a Proposal Form (required for Non-CCNA solicitations)

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

2 Affidavit Certification Immigration Laws

Form is acknowledgement that the proposer 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. In the “Subject” block enter the name of the project the Proposer completed for that reference respondent
2. “Section 2” enter the name of the Proposer
3. The reference respondent should complete “Section 3” and return directly to Lee County Procurement Management. Reference survey should not be returned by the Proposer.
4. A minimum of 3 reference responses must be returned. Responses are due:
Non-CCNA solicitations: Only the awarded proposer(s) will be required to provide reference responses. Responses are due no later than 7 calendar days after the Notice of Award or Notice of Intent.
 CCNA and other evaluated proposals: All proposers are required to provide reference responses no later than 7 calendar days after the opening or two days prior to the first evaluation meeting, whichever is sooner.
 Failure to obtain reference surveys may make your company non-responsive.
5. “Section 4” is for the reference to print and sign name.

4 Negligence or Breach of Contract Disclosure Form

The form may be used to disclose any litigation that your company may be a part of involving negligence or breach of contract over the past ten years. You may need to duplicate this form to list all history. This should include at a minimum, litigation for similar projects completed in the State of Florida. Under part 6 of the form the final action needs to include in whose favor the litigation was settled and was a monetary amount awarded. Please do not write N/A on this form. If you have no litigation, enter “None” in section 3 of the form. If the proposer has more than 10 lawsuits, you may narrow them to litigation of the company or subsidiary submitting the solicitation response. See the form for further instruction and what to do if you have no litigation history in the past ten years. You may also submit the information in a table format if you have a large number of litigations to list. Simply put “See Attached Listing” in the block number 3.

5 Affidavit Principal Place of Business

Certifies proposer’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

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

7 Proposal Label (Required form)

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

Proposer Checklist (not a required form)
Self explanatory.

Form#1 – Solicitation Response Form



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

LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM

Date Submitted _____ Deadline Date: 4/25/2016

SOLICITATION IDENTIFICATION: B160160/LKD

SOLICITATION NAME: Bulk Hydrofluosilicic Acid 23%

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 of the following addenda:

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

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 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.

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 certificate establishing your firm as authorized to conduct business in the State of Florida, as provided by the *Florida Department of State, Division of Corporations*. Please refer to website:

www.sunbiz.org. **ALL PROPOSALS MUST BE SIGNED, SEALED (IF APPLICABLE) AND EXECUTED BY A CORPORATE AUTHORITY**

Where Proposer is a Corporation, add:

Company Name: (Name printed or typed)

Authorized Proposer: (Name printed or typed)

(Seal)

Authorized Signature and Proposer Title

Attest: (Secretary name printed or typed)

Secretary Signature:

Form#1a – Solicitation Form (not applicable for CCNA solicitations)



Lee County Procurement Management
PROPOSAL FORM

Company Name: _____

Solicitation # **B160160/LKD** Solicitation Name **Bulk Hydrofluosilicic Acid 23%**

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.

Multi-year and Renewals

The successful proposer shall be responsible for furnishing and delivering to the Lee County requesting Department commodity or services on an “as needed basis for a **one-year (1) period**, or as specified in the Scope of Work as per specifications. There will be an option to extend this contract **three (3) additional one (1) year renewal** options as specified in the Scope of Work or specification upon approval of both the County and the vendor at the time of the extension or renewal.

Please include this page with your submission package.

<i>Item #</i>	<i>Description</i>	<i>Unit of Measure</i>	<i>Quantity</i>	<i>Unit Cost (including delivery)</i>	<i>Total Cost</i>
1	Bulk Hydrofluosilicic Acid 23%	Gallons	25,000		
2	Minimum order quantity (section 36)	Gallons			
	Quantities are estimated for bidding purposes only				
	Amounts are not guaranteed.				
	Pricing to be all inclusive (including, but not limited to delivery fees)				
	Grand Total				

Amount Written _____

Form#2 – Affidavit Certification of Immigration Laws



AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: **B160160/LKD** SOLICITATION NAME: **Bulk Hydrofluosilicic Acid 23%**

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.**

Form#3 Reference Survey



Solicitation #B160160/LKD Bulk Hydrofluosilicic Acid 23%

Lee County Procurement Management
REFERENCE SURVEY

ion 1

FROM:		BUYER: Lori DeLoach, CPPB	
COMPANY:		DATE: 3/24/2016	
PHONE #:		TOTAL # PAGES: 1	
FAX #:		PHONE #: 239-533-8881	FAX #: 239-485-8383
EMAIL:		BUYER EMAIL: LDELOACH@LeeGov.com	

SUBJECT: Reference for work completed regarding (Proposer project name):

You as an individual or Your company has been given as a reference on a project identified above.
Description of Lee County Project: Furnish and deliver bulk Hydrofluosilicic acid 23% on an annual basis for Lee County Utilities.

Proposer name (reference is being provided for):

<input type="text"/>	"YES" OR "NO"
1. Was the scope of work performed similar in nature?	
2. Did this company have the proper resources and personnel by which to get the job done?	
3. Were any problems encountered with the company's work performance?	
4. Were any change orders or contract amendments issued, other than owner initiated?	
5. Was the job completed on time?	
6. Was the job completed within budget?	
7. 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)	
8. If the opportunity were to present itself, would you rehire this company?	
9. Please provide any additional comments pertinent to this company and the work performed for you:	

PLEASE COMPLETE AND RETURN TO THE ATTENTION OF: **Lori DeLoach**
 Email LDELOACH@leegov.com or FAX # 239-485-8383

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

Reference Signature

Form#4 -Negligence or Breach of Contract Disclosure Form



ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM

Please fill in the form below. Provide a sheet for each incident 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 or submit your own variation.

1.	Your Company Name			
2.	Type of Incident	Place an "X" in the appropriate block.	Alleged Negligence	Breach of Contract
3.	Date of Incident			
4.	Who Took Action Against Your Company? (Include name, City, and State)			
5.	What was the initial circumstance for this action?			
6.	What was the final outcome of this action? (who prevailed)			

Make as many copies of this sheet as necessary in order to provide a 10 year history of the requested information. Provide this sheet to your primary partners listed in your proposal. If there is no action pending or action taken in the last 10 years, write 'NONE' on the line 3 of this page and return it with the company name completed.

Page Number: of

Update the page number to reflect the current page and the total number of pages. If you must use a separate sheet to continue an explanation please reference the page and item number on the separate sheet. Example: Page 3, Item 5.

Alternate Reporting: If you have more than 10 lawsuits, report the most recent 10 lawsuits. This may be done on a spreadsheet. Please include the name of the information requested above. (Do not include litigation with your company as the plaintiff). Final outcome should include whether a monetary settlement was made. The amount may remain anonymous. In the blocks above enter, "See Enclosed Spreadsheet" of you use this alternate method.

Form#5 - Affidavit Principal Place of Business



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 _____ by _____ 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 _____

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. sales area, warehouse, storage yard, etc.) _____

6. Number of available employees for this contract _____

Form#6-Sub-contractor List



SUB-CONTRACTOR LIST

Sub-contractor Name	Area Of Work	Point Of Contact Or Project Supervisor	Phone Number and Email	Qualified MBE Yes/No	Amount or Percentage of Total

Please include sub-contractors name, area of work (i.e. mechanical, electrical, etc.) and a **valid** phone number and email. Also include the dollar value or percentage that the sub-contractor will be performing. If sub-contractors qualify as MBE contractors, please attach a current certificate.

Form#7 -Sealed Proposal Label

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

PROPOSAL DOCUMENTS • DO NOT OPEN	
SOLICITATION No.:	B160160/LKD
SOLICITATION TITLE:	Bulk Hydrofluosilicic Acid 23%
DATE DUE:	Monday, April 25, 2016
TIME DUE:	Prior to: 2:30 PM
SUBMITTED BY:	_____
	<small>(Name of Company)</small>
<small>e-mail address</small>	<small>Telephone</small>
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

Proposer Check List

LEE COUNTY PROCUREMENT MANAGEMENT PROPOSER CHECK LIST

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

1	The Solicitation has been signed and with corporate seal (if applicable).
2	The Solicitation prices offered have been reviewed (if applicable).
3	The price extensions and totals have been checked (if applicable).
4	Substantial and final completion days inserted (if applicable).
5	If submitting via hard copy the original must be a manually signed original. Include additional copies, if specified, in the Solicitation documents.
6	All addendums issued, if any, have been acknowledged in the space provided.
7	Licenses (if applicable) have been inserted.
8	Erasures or other changes made to the Solicitation document have been initialed by the person signing the Solicitation.
9	Provided a copy of corporate registration from www.sunbiz.org
10	Required Form 1: Solicitation form completed
11	Required Form 2: Affidavit Certification Immigration Laws, Signed and Notarized
12	Required Form 3: Reference Surveys have been sent to reference respondents
13	Required Form 4: Negligence or Breach of Contract disclosure, completed or marked None
14	Required Form 5: Affidavit Principal Place of Business
15	Required Form 6: Sub-contractor List, complete is sub-contractors will be utilized
16	Form 7: Solicitation Label, completed and affixed to proposal documents, if hard copy is provided. The mailing envelope MUST be sealed and marked with: <ul style="list-style-type: none"> ✓ Solicitation Number ✓ Opening Date and/or Receiving Date
17	The mailing envelope has been addressed to: ADDRESS Lee County Procurement Management 1500 Monroe Street, 4 th Floor Fort Myers, FL 33901
18	The Solicitation will be mailed or delivered in time to be received no later than the specified <u>opening date and time</u> . (If solicitation is not received prior to deadline it cannot be considered or accepted.)
19	Two (2) identical sets of descriptive literature, brochures and /or data (if required) have been submitted under separate cover.
20	All modifications have been acknowledged in the space provided
	<u>ADDITIONAL REQUIRED FORMS & DOCUMENTATION</u> include, but not limited to the following:
21	Two (2) identical sets of descriptive literature, brochures and /or data (if required) have been submitted under separate cover.
22	Proof of Conformance of technical specifications (section 34)
23	Response report (section 35)
24	Minimum Order quantity noted on bid form (section 36)
25	Provide quantity breaks (section 38)
26	Training Session outline (section 29)
27	Approval by National Sanitation Foundation (NSF) (section 44)
28	Final review of specifications to determine all submittals have been made

****This form is not required to be returned with your solicitation, but used as a tool when responding to the solicitation.**