Advertise Date: 6/24/2016

Lee County Board of County Commissioners
DIVISION OF PROCUREMENT MANAGEMENT

Invitation to Bid (B) (Non-CCNA)

Solicitation No.:	ITB 160391/AB
Solicitation Name	Liquid Lime Residual Hauling and Disposal
Open Date/Time:	7/29/2016 Time: 2:30 PM
Location:	Lee County Procurement Management 1500 Monroe St 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:	NON-Mandatory
Date/Time:	7/8/2016 10:00 AM
Location:	Green Meadows WTP 16001 Airport Haul Rd, Ft Myers FL 33913

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

LEE COUNTY
SOUTHWEST FLORIDA

6/24/2016

Notice to Contractor / Vendor
ITB#160391 Liquid Lime Residual Hauling and Disposal

Invitation to Bid (ITB)

Lee County, Fort Myers, Florida, is requesting bid from qualified individuals/firms for
Liquid Lime Residual Hauling and Disposal
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, July 29, 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.
A Non-Mandatory Pre-proposal Conference has been scheduled for the following time and location: 10:00 AM July 8, 2016 at Green Meadows WTP 16001 Airport Haul Rd, Ft Myers FL 33913. 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 Brooke Abrooke @LeeGov.com

Sincerely,

Mary G. Tucker, CPPO, FCCM, 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.

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: *(Label Form 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:

c. The Bid package must be submitted as follows:

1. Submission should consist of the Lee County forms completed and signed, and where applicable, corporate and/or notary seals attached.
2. Bid Security/Bond(s), if applicable (Construction projects)
3. 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. Warranties and guarantees against defective materials and workmanship.
5. Two (2) hard copies. Mark each: one "original", one "Copy"
6. 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.**
   iv. If a cost/bid schedule was provided in Microsoft excel format, the completed schedule should be included as a Microsoft Excel file on the CD-ROM or flash drive

d. FAILURE TO SUBMIT REQUIRED OR REQUESTED INFORMATION MAY RESULT IN THE BIDDER BEING FOUND NON-RESPONSIVE.

e. **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.

f. **ADDENDUM(S):** Each proposer/vendor shall examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any **inquiries, suggestions or requests concerning interpretation, clarification or additional information** pertaining to the solicitation shall be made in writing, submitted and received at least **eight (8) calendar days prior to the date when proposals/bids are due.** Request(s) for **"approved alternate(s)" shall be made in writing, submitted and received at least ten (10) calendar days prior to the date when proposals/bids are due unless otherwise stated in the detailed technical specifications**. Responses will be done in the form of an

Addendum posted on www.leegov.com/procurement. It is the proposer/vendor's responsibility to check the website for information. No notifications will be sent by Lee County Procurement Management.

g. **BID CALCULATION ERRORS:** In the event there is a discrepancy between the unit price or the extended amounts the unit price will prevail.

h. **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.

i. **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.

j. **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.

k. **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 (Approved Alternate)**

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 submit a request for an approved alternate to the product specified. **Submission for approved alternates must contain necessary information to show minimum specifications have been met and be received no later than 10 calendar days prior to the opening of the solicitation unless stated otherwise in the detailed technical specifications.** Lee County **shall** be the sole judge as to whether a product being offered by the bidder is actually an approved alternate 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. **QUALIFICATIONS OF SURETY COMPANIES**

In order to be acceptable to the COUNTY, a Surety Company issuing 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.

9. **LEE COUNTY BID PROTEST PROCEDURE**

Any contractor/vendor/firm that has submitted a formal bid/quote/proposal to Lee County, and who is adversely affected by an intended decision with respect to the award of the formal bid/quote/proposal, 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."

10. **PUBLIC ENTITY CRIME**

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

11. **QUALIFICATION OF 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.

12. **MATERIAL SAFETY DATA SHEETS**

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

13. **MISCELLANEOUS**

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

14. **WAIVER OF CLAIMS**

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

15. **AUTHORITY TO PIGGYBACK**

It is hereby made a precondition of any 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.

16. **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.

17. **AUDITABLE RECORDS**

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

18. **DRUG FREE WORKPLACE**

Whenever two or more 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.

19. **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.

20. **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.

21. **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.

22. **ANTI-LOBBYING CLAUSE**

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

23. **INSURANCE (AS APPLICABLE)**

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

24. **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.

25. **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.

26. 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.

27. 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.

28. 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.

29. SUB-CONTRACTORS

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

30. 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.

31. 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

32. **BID SECURITY AND FORFEITURE (Bond) (Construction)**

The BIDDER shall submit not less than **5% of proposed dollar amount** (including applicable alternates) as bid security. One **ORIGINAL** Bid Security is to be submitted to the COUNTY.

The following types of Bid Security are acceptable:

- A Certified Check or a Cashier's Check, in the stated dollar amount of not less than **5% of proposed dollar amount**. Any Certified Checks or Cashier Checks 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

- A Bid Bond may be submitted on 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 Bid. 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. 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.

- Personal checks are not acceptable to Lee County as Bid Security.

The Bid Security of the Bidder will be retained until Bidder has executed the contract, whereupon the Bid Security may be returned. The Bid Security of other Bidders 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, whereupon Bid Securities furnished by such Bidders may be returned.

If within seven calendar days after notification by Lee County of the COUNTY'S approval to award a contract, the successful BIDDER refuses or otherwise neglects to execute the required written contract, fails to furnish the required Public Payment and Performance Bond, or fails to submit the required Certificate of Insurance, then the COUNTY may annul the Notice of Award. The amount of the BIDDER'S bid security shall be forfeited and may be retained by Lee County.

No plea of mistake in the bid or misunderstanding of the conditions of forfeiture shall be available to the BIDDER for recover of its bid security or as a defense to any action based upon its neglect or refusal to execute a written Contract.

33. **PUBLIC PAYMENT AND PERFORMANCE BOND (Construction)**

If required, in accordance with F.S. 255.05 and Lee County Ordinance 95-12-102, a Public Payment and Performance Bond provided 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. 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'S performance under such Contract.

A public Payment and Performance Bond must be properly executed, by the Surety Company and successful BIDDER, and recorded with the Lee County Clerk of Court, within seven calendar days after notification by Lee County of the COUNTY'S approval to award the Contract. Only the form provided with the contract documents may be accepted.

A Clean Irrevocable Letter of Credit or Cash Bonds may be accepted by the COUNTY in lieu of the Public Payment and Performance Bond. Only the form provided with the contract documents will be accepted.

34. **QUALIFICATIONS OF SURETY COMPANIES**

In order to be acceptable to the COUNTY, a Surety Company issuing 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.

END OF SECTION

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.

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.

Type Special Conditions here: Use a standard bullet number.

1.
2.
3.
4.
5.

LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS
FOR
LIQUID LIME RESIDUAL HAULING AND DISPOSAL

SCOPE

Lee County desires to obtain the services of a contractor to provide lime residuals hauling and disposal services for the Green Meadows Water Treatment Plant.

Proposer is required to indicate whether the Firm and/or any proposed sub-consultants are Disadvantaged Business Enterprises (DBE). Lee County encourages the utilization and participation of DBEs in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women-owned firms are encouraged to respond.

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.

TERM OF AWARD

If awarded, the terms of this solicitation shall be in effect for one year. The County reserves the right to renew this bid for up to three additional one-year periods, under the same terms and conditions.

DESCRIPTION OF WORK

Residuals hauling and disposal services for the Green Meadows plant will begin as soon as Notice To Proceed is issued for this Service Provider Contract. Lee County requires the selected contractor to allow additional facilities, within Lee County boundaries, to be added to the hauling contract as plants are acquired or constructed during the term of this contract. Hauling rates will be no greater than those established in the agreed pricing schedule as established throughout the term of the contract.

Residuals will be in a more liquid form and will require tanker type trailers for hauling. The residuals are classified as lime residuals with trace amounts of polymers that are acceptable for land application.

REQUIREMENTS

1.1 Prior to contract award, proposing contractor shall provide a Lee County approved disposal plan that addresses any and all disposal methods, including but not limited to, agricultural land application rates, land/residuals management plan, wet weather disposal contingency plan, staging areas as applicable and materials handling plan. All disposal plans will conform to all guidelines as specified in the FDEP Guidance Manual for Land Application of Drinking Water Treatment Plant Sludge dated August 29, 2010.

1.2 Any and all water treatment residuals hauled and disposed of offsite shall be done in accordance with a Lee County approved disposal plan and per Lee County contract. Contractor shall supply Lee County with a monthly progress report along with any progress payment requests or request for substantial completion (as it may apply). Monthly reports to Lee County shall include quantities hauled, ultimate destination site, application rates or any other items deemed appropriate by Lee County. Any proposed disposal sites or site changes must be approved by Lee County prior to any residuals hauled and applied to the site(s).

1.3 Disposal Options:

1.3.1 Agricultural crop/field application, non residential use category. (No residential application will be permitted). The intended target properties are large tracts of land that will accommodate the FDEP guidance manual application rates. If residuals are land applied as a beneficial use, the material must be incorporated into the soil two weeks after application with no signs of lime residuals being visible from the road or neighboring properties.

1.3.2 Grazing Field application, non residential use category. (no residential application will be permitted). The intended target properties are large tracts of land that will accommodate the FDEP guidance manual application rates. If residuals are land applied as a beneficial use, the material must be incorporated into the soil two weeks after application with no signs of lime residuals being visible from the road or neighboring properties.

1.3.3 Compactable road base material or other FDEP approved commercial "mixed fill" applications.

1.3.4 FDEP approved and permitted mine discharge.

1.4 All trucks, tractor trailers and other equipment necessary to perform the contractor's obligation under this contract shall be maintained by the contractor in a good and safe operating condition throughout the duration of this contract.

1.5 All trucks and tractor trailers provided by the contractor to perform his/her obligations under this contract shall have a minimum capacity and meet requirements as follows:

1.6 Tankers shall have a minimum capacity of no less than 4,000 gallons.

1.7 The tankers used to transport lime residuals will be leak-proof.

1.8 The contractor shall provide competent and properly licensed operators for the operation of all equipment employed in the performance of the contractor's obligations under this contract. For security purposes, all drivers and representatives of the contractor shall provide photo identification, along with the proper credentials, indicating that they are employed and a duly authorized representative of the contractor. The County reserves the right to refuse access to any facility if proper identification is not provided upon request. Any associated costs incurred by the contractor will be at the contractor's expense, should access be denied for lack of proper identification.

1.9 The contractor shall be responsible for all cleanup activities and materials for any spilled residuals, which results from the performance of obligations by the contractor under this contract, regardless of the cause of the spillage. The cleanup shall include, but not be limited to, the removal of the spilled material and the remediation of the area where the spillage occurred. The cleanup must meet all local, State and Federal regulations and requirements.

1.10 The contractor shall provide the County access to all application sites for random inspections.

1.11 Prior to award of contract, the contractor shall provide letters or agreements showing owners approval of residual application to site(s) for the term of this contract. Total acreage of all sites shall be adequate to meet the application rates for the Florida DEP for one year. For computation of acreage, Liquid lime residuals produced by the water plant is estimated at 3,000,000 gallons/year.

2. OBLIGATIONS OF THE CONTRACTOR

2.1 The contractor shall supply a sufficient number of large capacity leak proof tanker trailers to transport the lime residuals from each of the facilities included in this contract. Tanker trailers shall be provided for the Green Meadows WTP upon demand, as requested by the plant personnel.

2.2 The contractor shall haul and dispose of lime residuals according to the approved FDEP disposal plan and other applicable State, Local and Federal rules and regulations.

2.3 The contractor shall meet, on an as needed basis, with County representatives to discuss contractual compliance or other contractual related issues.

2.4 Representatives for the contractor and plant shall be responsible for estimating the volume of residuals contained within each trailer hauled for the particular Plant. Metered instrumentation readings, where applicable, shall prevail unless there is reasonable doubt as to the meter accuracy. In the event of meter failure or suspected inaccuracy, "best methods" of estimating shall be used and agreed upon by both the contractor's on-site representative and plant personnel. In all cases, the volume must be agreed upon between the plant operating personnel and the contractor's on-site representative, and recorded on the manifest for the particular load of residual prior to the trailer leaving each facility.

3. OBLIGATIONS OF THE COUNTY

3.1 The liquid lime residuals shall be loaded into the contractor's trailers by the contractor's representative with plant operating personnel's approval and/or oversight.

3.2 Representatives of the County shall inspect all equipment provided by the contractor for the performance of its obligations under this contract to determine the adequacy of the equipment to perform the required service. Such inspection shall be performed prior to the award of the contract, and from time to time, at reasonable intervals, with or without prior notice, during the performance of the contract.

3.3 Plant operating personnel and contractor's representative shall be responsible for estimating the volume of residuals contained within each trailer hauled for the particular Plant. Metered instrumentation readings, where applicable, shall prevail unless there is reasonable doubt as to the meter accuracy. In the event of meter failure or suspected inaccuracy, "best methods" of estimating shall be used and agreed upon by both the contractor's on-site representative and plant personnel. In all cases, the volume must be agreed upon between the plant operating personnel and the contractor's on-site representative and recorded on the manifest for the particular load of residuals.

4. COMPENSATION

4.1 Manifests signed by the appropriate County plant operating personnel shall form the basis of payment. Three copies of each manifest shall be made. One manifest copy shall be kept by the plant operating personnel, the second copy shall be provided to Division of Lee County Utilities attached to the monthly invoice, and the third copy is to remain with the driver. Upon pickup of the lime residuals, the hauler shall take one copy; leave one copy with the plant operating personnel, and the hauler shall then forward the third copy to the Division of Lee County Utilities attached to the monthly invoice.

4.2 Payment shall be based on the actual volume of residuals (cubic yards or gallons) hauled and disposed at an approved disposal site by the contractor. Since the bid quotation will only be accepted as cents per gallon (liquid) the volumes recorded on the manifests shall reflect the same measurement units and will serve as the basis for payments. Payment for Alternative Wet Weather will be on a per load basis based on average size load for the type of material being hauled. Under no circumstances will any material be hauled to the Wet Weather sites without prior County approval. Written proof must be provided to the County indicating that all local land application sites have been closed due to elevated water tables causing closure of such sites. Hauling to approved Wet Weather sites without County approval will be at the contractor's own risk and no payment will be made for such loads hauled without prior to approval and documentation.

4.3 The contractor shall invoice the County on a monthly interval based on the rates established in Proposal Form. Each invoice will be based on the previous calendar month. The pricing received at the time of the bid opening shall remain in effect until there is just and verifiable cost increases or decreases identified and associated with the hauling and disposal of the Lime residuals. Pricing adjustments shall be made only upon the annual renewal date of the contract. Adjustments must be submitted in writing to Lee County 60 days prior to the renewal date and approved by Lee County Procurement Management Department to subsequent renewals.

- Adjustments considered must be based on the Consumer Price Index (CPI).
- Specific significant changes may be considered for fuel cost increases or decreases greater than 20%
- Increased/decreased mileage to disposal sites may be considered (unless CONTRACTOR fails to perform in maintaining approved agricultural use sites as established).
- Increased/decreased mileage may be considered due to regulatory rule changes that may significantly affect the disposal of residuals.
- Other potential causes for adjustment may be brought up for negotiation with Lee County. These adjustments may or may not be approved or deemed justified by the County.

4.4 Pricing shall be calculated as price per gallon multiplied by 500 loads multiplied by 6000 gallons per load equals total sum.

5. Contract Termination

5.1 In the event that either Lee County or the contractor does not wish to continue the contract, written notification must be given to the other party at least 90 days prior to the annual renewal option. The contractor is obligated to perform under the terms of the contract until such time as a new contract has been awarded and in place, regardless of termination date. The County shall have a contract in place and relieve the contract of hauling responsibilities no later than 60 days after the renewal date of the contract. The intent is to prevent a situation that the County would be incapable of disposing the lime residuals generated from the Water Treatment Plants.

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. Section 1: Proposer to complete with reference respondent's information prior to providing to them for their response. (This is **not** the proposer's information)
2. In the "Subject" block enter the name of the project the Proposer completed for that reference respondent
3. Section 2: Enter the name of the Proposer
4. The reference respondent should complete "Section 3" and return directly to Lee County Procurement Management. Reference survey should not be returned by the Proposer.
5. A minimum of 3 reference responses must be returned.
6. Responses are due: *(see front cover for the solicitation type)*
   - Bids and NON-evaluated (by Committee) 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 Intended Decision or Notice of Intent has been issued.
   - CCNA and other **Committee 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.
7. Section 4: The reference respondent 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 Public Entity Crime Form

Self explanatory.

8 Trench Safety (Required for Construction Projects Only)

Self explanatory.

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 proposer's responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.**

Proposal Label (Required)

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
SOUTHWEST FLORIDA

LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM

Date Submitted _____ Deadline Date: 7/29/2016

SOLICITATION IDENTIFICATION: ITB-160391

SOLICITATION NAME: **Liquid Lime Residual Hauling and Disposal**

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: _____

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

Tax Payer Identification Number _____

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

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

Please submit a copy of your registration from the website www.sunbiz.org establishing your firm as authorized to conduct business in the State of Florida, as provided by the *Florida Department of State, Division of Corporations*. ***ALL PROPOSALS MUST BE SIGNED, SEALED (IF APPLICABLE) AND EXECUTED BY A CORPORATE AUTHORITY***

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 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.

Form#1 – Solicitation Form, Page 2

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

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

_____ ***Business Relationship Applicable*** _____ ***Business Relationship NOT Applicable***

4 Disadvantaged Business Enterprise (DBE proposers' please attach a current certificate _____Yes _____No

5 The proposer should carefully read all the solicitation documents. Any deviation or modification must be identified. Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the proposal being declared non-responsive, or to have the award of the solicitation to be rescinded by the County.

6 Are there any modifications to the solicitation or specifications _____Yes _____No

Modifications:

_____

_____

_____

_____

_____

Where Proposer is a Corporation, add:

_____ _____

Company Name: (Name printed or typed) Authorized Proposer: (Name printed or typed)

(Seal) _____

_____

Proposer Title

_____

Secretary Signature:

_____

Authorized Proposer Signature

_____

Attest: (Secretary name printed or typed)

_____

_____

_____

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

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

LEE COUNTY
SOUTHWEST FLORIDA

Lee County Procurement Management

PROPOSAL FORM

Company Name: _____

Solicitation # **ITB-160391** **Solicitation Name** **Liquid Lime Residual Hauling and Disposal**

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 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.	
Item #	***Description***
1	$_____/Gallon X 500 Loads X 6,000 Gallons/load = **Grand Total $_____**
	Cost per gallon hauled (Average 6,000 gallons @ 2% - 5% solids per haul) The County expects to have 500 loads at an average of 6000 gallons per load. Pricing shall be calculated as price per gallon multiplied by 500 loads multiplied by 6000 gallons per load equals total sum.

Amount Written _____

If bids are not received in $/Gallon hauled as indicated above the County reserves the right to reject the bid package in its entirety.

Form#2 – Affidavit Certification of Immigration Laws

LEE COUNTY
SOUTHWEST FLORIDA

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: ITB-160391 SOLICITATION NAME: LIQUID LIME RESIDUAL HAULING AND DISPOSAL

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
SOUTHWEST FLORIDA

Lee County Procurement Management

REFERENCE SURVEY

Solicitation #ITB-160391 Liquid Lime Residual Hauling and Disposal

Section 1

FROM:		**BUYER: Adam Brooke**	
COMPANY:		**DATE: 7/29/2016**	
PHONE #:		**TOTAL # PAGES: 1**	
FAX #:		**PHONE #: 239-533-8881**	**FAX #: 239-485-8383**
EMAIL:		**BUYER EMAIL:** Abrooke@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: Lee County desires to obtain the services of a contractor to provide lime residuals hauling and disposal services for the Green Meadows Water Treatment Plant.

Section 2

Proposer name (reference is being provided for):

Section 3

	"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:	

Section 4

PLEASE COMPLETE AND RETURN TO THE ATTENTION OF: Adam Brooke
Email Abrooke@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

LEE COUNTY
SOUTHWEST FLORIDA

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 compete 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

LEE COUNTY
SOUTHWEST FLORIDA

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 _____

AFFIDAVIT PRINCIPAL PLACE OF BUSINESS Page 2

7. Describe the types, amount and location of equipment you have available to service this contract.

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

Attach additional page(s), if necessary

Form#6-Sub-contractor List

LEE COUNTY
SOUTHWEST FLORIDA

SUB-CONTRACTOR LIST

Sub-contractor Name	Area Of Work	Point Of Contact Or Project Supervisor	Phone Number and Email	Qualified DBE 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 Disadvantaged Business Enterprise (**DBE)** contractors, please attach a current certificate.

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 Unites States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understate 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*)

_____
(*serial number, if any*)

My commission expires:
_____

Sealed Proposal Label (Required)

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.:	ITB-160391
SOLICITATION TITLE:	**Liquid Lime Residual Hauling and Disposal**
DATE DUE:	**July 29, 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 4th Floor Fort Myers FL 33901

Note: proposals received after the time and date above will not be accepted.

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
		Required Form 1a: Proposal Form (not applicable for CCNA solicitations)
	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	Required Form 7: Public Entity Crime Form
		Business Relationship Disclosure Requirement (if Applicable)
	17	Required: Solicitation Label, completed and affixed to proposal documents, if hard copy is provided. The mailing envelope MUST be sealed and marked with: ✓ Solicitation Number ✓ Opening Date and/or Receiving Date ✓ Mailing Address: Lee County Procurement Management Division 1500 Monroe Street, 4th Floor Fort Myers, FL 33901
	18	The Solicitation will be 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.)
	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
		REQUIRED CONSTRUCTION FORMS & DOCUMENATION
	21	Form#8: Trench Safety (Required for Construction Projects Only)
		Bid Bond and/or certified check, if required, have been submitted with the Solicitation in amount indicated
	22	Contractor's Qualification Questionnaire and Lee County Contractor History (if applicable)
	23	Required Form: Disadvantaged Business Enterprise Participation
	24	Two (2) identical sets of descriptive literature, brochures and /or data (if required)

	25	
	26	
	27	

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