



Advertise Date: 7/29/2016

Lee County Board of County Commissioners
DIVISION OF PROCUREMENT MANAGEMENT

Request for Proposal (RFP) (Non-CCNA)

Solicitation No.:	RFP 160453/DLK		
Solicitation Name	Operations of the Boca Grande Farmers Market		
Open Date/Time:	8/29/2016	Time:	2:30 PM
Location:	Lee County Procurement Management 1500 Monroe Street 4th Floor Fort Myers, FL 33901		
Procurement Contact:	Diana Khan	Title	Procurement Manager
Phone:	(239) 533-8881	Email:	dkhan@leegov.com
Requesting Dept.	Parks/Recreation & Sports Infrastructure		
Pre-Solicitation Meeting:			
Type:	No meeting scheduled at this time		
Date/Time:			
Location:			

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

7/29/2016

Notice to Contractor / Vendor / Proposer(s)
RFP#160453/DLK Operations of the Boca Grande Farmers Market

REQUEST FOR PROPOSAL

Lee County, Fort Myers, Florida, is requesting proposals from qualified individuals/firms for
 Operations of the Boca Grande Farmers Market

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 proposal documents, which include technical specifications and/or a scope of work.

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

2:30 PM Monday, August 29, 2016

to the office of **Procurement Management, 1500 Monroe Street, 4th Floor, Fort Myers, Florida 33901.** The Request for Proposal shall be received in a sealed envelope, prior to the time scheduled to receive proposals, 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 RFP is available from www.leegov.com/procurement. Vendors 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 proposers responsibility to check for posted information. The County may not accept incomplete proposals.

There will be no Pre-proposal Conference for this RFP

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 Request for Proposal 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.

Diana Khan dkhan@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 Proposals will be received by the DIVISION OF PROCUREMENT MANAGEMENT, until the time and date specified on the cover sheet of this “Request for Proposal”, and opened immediately thereafter by the Procurement Management Director or designee.

Any question regarding this solicitation should be directed to the Procurement Contact listed on the cover page of this solicitation.

1) SUBMISSION OF PROPOSAL:

- a) Proposals must be sealed in an envelope, and the outside of the envelope must be marked with the following information:
 - i) The envelope exterior: (label included in forms section)
 - (1) Marked with the words “Sealed Proposal”
 - (2) Name of the firm submitting the quotation
 - (3) Title of the proposal
 - (4) Proposal number
 - ii) The envelope shall include:
 - (1) One (1) original hard copy of the proposal submittal
 - (2) Six (6) electronic CD ROM or flash drive sets of the proposal submittal
 - (a) One single adobe PDF file and should be copied **in the same order as the original hard copy.**
 - (b) Limit the color and number of images to avoid unmanageable file sizes.
 - (c) Use a rewritable CD and **do not lock files.**
 - (d) 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.
 - b) Proposals are to include the following:
 - i) The completed Proposal/Quote Form. Proposal must be properly signed and where applicable corporate and/or notary seals.
 - ii) Required forms
 - iii) All other pertinent documentation required in the Request for Proposal.
- 2) **PROPOSALS RECEIVED LATE:** It is the proposer’s responsibility to ensure that the proposal is received by the Division of Procurement Management prior to the opening date and time specified. Any proposal received after the opening date and time will be promptly returned to the proposer unopened. Lee County will not be responsible for proposals received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.
 - 3) **PROPOSAL 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.
 - 4) **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.
 - 5) **WITHDRAWAL OF PROPOSAL:** No proposal may be withdrawn for a period of 90 days after the scheduled time for receiving proposals. A proposal may be withdrawn prior to the proposal-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.

6) COUNTY RESERVES THE RIGHT: The County reserves the right to exercise its discretion, to waive minor informalities in any proposal; to reject any or all proposals with or without cause; and/or to accept the proposal that in its judgment will be in the best interest of the County of Lee.

7) EXECUTION OF PROPOSAL: All proposals shall contain the signature of an authorized representative of the proposer in the space provided on the proposal form. All proposals shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the proposal shall be initialed.

8) ACCEPTANCE:

a) The materials and/or services delivered under the proposal **shall** remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. 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.

9) RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES:

- a) 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.
- i) Local Business Tax – Vendor shall submit within 10 calendar days after request.
 - ii) Specialty License(s) – Vendor shall possess at the time of the opening of the proposal all necessary permits and/or license 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.
 - iii) 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.
 - iv) 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.

10) PRE-PROPOSAL CONFERENCE

- a) A pre-proposal conference will be held at the location, date, and time specified on the cover of this solicitation. Pre-proposal conferences are generally non-mandatory, but it is highly recommended that everyone planning to submit a proposal attend.
- b) In the event a pre-proposal conference is classified as mandatory, it will be so specified on the cover of this solicitation and it will be the responsibility of the proposer to ensure that they are represented at the pre-proposal. Only those proposers who attend the pre-proposal conference will be allowed to submit a proposal on this project.

11) LEE COUNTY PAYMENT PROCEDURES:

- a) All vendors are requested to mail an original invoice to:

- i) Lee County Finance Department
- ii) Post Office Box 2238
- iii) Fort Myers, FL 33902-2238
- b) All invoices will be paid as directed by the Lee County payment procedure unless otherwise differently stated in the detailed specification portion of this proposal.
- c) Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, proposer, or bidder for the preparation of these specifications.
- d) 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 proposers should include in their proposal all sales or use taxes, which they will pay when making purchases of material or subcontractor's services.

12) LEE COUNTY BID PROTEST PROCEDURE

- a) Any contractor/vendor/firm that has submitted a formal bid/proposal to Lee County, and who is adversely affected by an intended decision with respect to the award of the formal bid/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/proposal.
- b) 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.
- c) 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.
- d) 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.
- e) 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/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.
- f) 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.
- g) Any contractor/vendor/firm submitting the County's standard bond form (CMO: 514), along with the bid/proposal, shall not be required to submit an additional bond with the filing of the Formal Written Protest.
- h) The Formal Written Protest shall contain the following:
 - i) County bid/proposal identification number and title.
 - ii) Name and address of the affected party, and the title or position of the person submitting the Protest.
 - iii) A statement of disputed issues of material fact. If there are no disputed material facts, the Formal Protest must so indicate.
 - iv) A concise statement of the facts alleged, and of the rules, regulations, Statutes, or constitutional provisions, which entitle the affected party to relief.
 - v) All information, documents, other materials, calculations, and any statutory or case law authority in support of the grounds for the Protest.
 - vi) A statement indicating the relief sought by the affected (protesting) party.
 - vii) Any other relevant information that the affected party deems to be material to Protest.

- (1) 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/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/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.
- (2) The Dispute Committee shall conduct an informal hearing with the protesting contractor/vendor/firm to attempt to resolve the Protest, within seven working days (excluding Saturdays, Sundays and legal holidays) from receipt of the Formal Written Protest. The Chairman of the Dispute Committee shall ensure that all affected parties may make presentations and rebuttals, subject to reasonable time limitations, as appropriate. The purpose of the informal hearing by the Dispute Committee, the protestor and other affected parties is to provide and opportunity: (1) to review the basis of the Protest; (2) to evaluate the facts and merits of the Protest; and (3) to make a determination whether to accept or reject the Protest.
- (3) 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.
- (4) 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.
- (5) 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.
- (6) All formal bid/proposal solicitations shall set forth the following statement:
 - i) “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.”

13) PUBLIC ENTITY CRIME:

- a) 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.

14) QUALIFICATION OF PROPOSERS: (unless otherwise noted)

- a) Proposals will be considered only from firms normally engaged in the sale and distribution or provision of the services as specified herein. Proposers 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 proposals where evidence submitted or investigation and evaluation indicates an inability of the proposer to perform.

15) ORDER OF PRECEDENCE:

- a) If a conflict exists between the General Conditions and the technical/detailed specifications, then the technical/detailed specifications shall prevail. If a conflict exists between the technical/detailed specifications and the special conditions, then the special conditions shall prevail.

16) WAIVER OF CLAIMS:

- a) 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.

17) AUTHORITY TO PIGGYBACK

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

18) COUNTY RESERVES THE RIGHT

a) **Any Single Large Project**

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

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

- i) The County, in its sole discretion, reserves the right to purchase any of the items in this proposal 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.
- ii) The County further reserves the right to purchase any of the items in this proposal from DBE's to fulfill the County's stated policy toward DBE's.

c) **Anti-Discrimination**

- i) The vendor for itself, its successors in interest, and assignees, as part of the consideration there of covenant and agree that:
- (1) 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.
 - (2) The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The vendor will make affirmative efforts to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, handicap or marital status. Such action shall include, but not be limited to, acts of employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
 - (3) 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.
 - (4) 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.

- (5) 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.
- (6) 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.
- (7) 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.
- (8) 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.
- (9) The vendor will include the provisions of this section in every subcontract under this contract to insure its provisions will be binding upon each subcontractor. The vendor will take such actions with respect to any subcontractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

19) AUDITABLE RECORDS

- a) 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.

20) DRUG FREE WORKPLACE

- a) Whenever two or more proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a 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.

21) REQUIRED SUBMITTALS

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

22) TERMINATION

- a) Any agreement as a result of this proposal 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.
 - i) The Procurement Management Director may immediately terminate any agreement as a result of this proposal for emergency purposes, as defined by the Lee County Purchasing and Payment Procedure Manual.
 - ii) Any vendor who has voluntarily withdrawn from a formal 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.

23) CONFIDENTIALITY

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

24) ANTI-LOBBYING CLAUSE

- a) 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.

25) INSURANCE (AS APPLICABLE)

- a) 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.

26) CONFLICT OF INTEREST

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

27) COUNTY INTERPRETATION/ADDENDA

- a) No interpretation or clarification of the meaning of the plans, specifications, or other contract documents will be binding if made to any BIDDER orally. Every such request must be in writing, addressed to the Lee County Division of Procurement Management and **received no later than eight (8) calendars days prior to the bid opening date.**
- b) All such interpretations, any supplemental instructions and/or any modifications to the Bidding Documents deemed advisable by the COUNTY will be issued as a written Addendum and made available to all known BIDDERS through the COUNTY'S Web Site, not later than five calendar days (excluding Saturdays, Sundays and Holidays), prior to the bid opening date. Questions will not be accepted during the last seven days prior to bid opening date, unless otherwise specified by the Lee County Division of Procurement Management Office. All Bidders should check the COUNTY'S Web Site or contact the COUNTY'S Division of Procurement Management Office at least five calendar days before the bid receiving date to verify information regarding Addenda. Failure to do so may result in rejection of the bid as non-responsive. Bidder shall acknowledge receipt of all Addenda by COUNTY'S Web Site at www.leegov.com/procurement
- c) It is the sole responsibility of the BIDDER to ensure he/she obtains information related to Addenda. All Addenda shall become part of the Contract Documents.

28) CONTRACTOR/SUB-CONTRACTOR RELATIONSHIP

- a) 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.

29) MAJOR BREAKDOWNS/NATURAL DISASTERS

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

30) DESIGNATED CONTACT

- a) 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.

31) AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

- a) 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.

32) EVALUATION PROCESS AND CRITERIA

- a) Proposals will be evaluated on the basis of the response to all requirements in this RFP. The County shall use the following criteria in its evaluations and comparisons of Proposer. No inference is to be drawn concerning relative importance of criteria based on the order presented.
- b) Contract award shall be made to the responsible Proposer whose proposal is most advantageous to the County, taking into consideration the applicable evaluation criteria set forth below. Please note, however, that the listing of fees as an evaluation criterion does not require the County to select the Proposer with the lowest fee proposal.
- c) Responses will be evaluated on the basis of responsiveness to the questions and requirements in this RFP by an evaluation panel using the following criteria: **The following criteria are listed in random order, not in order of importance.**
 - i) **Understanding of the Scope of Work**
 - (1) Responsiveness to the requirements of this RFP.
 - (2) Quality of Proposal as it addresses the needs presented in the Scope of Work.
 - (3) Demonstrated understanding of the project.
 - ii) **Technical Merits**
 - (1) Proposed work plan and methodology, including proposed formats for reviews and reporting.
 - (2) Ability to meet project requirements, including Proposer's demonstrated willingness to devote adequate resources to the project to ensure quality, timely completion.
 - iii) **Cost, if applicable**
 - iv) **Company Management**
 - (1) Business infrastructure.
 - (2) Financial status/stability.
 - (3) Project team organization and composition dedicated to this Contract.
 - (4) Location of Proposer's office from which project will be conducted.
 - v) **Experience/Expertise**
 - (1) Responsibility, capabilities, integrity and reliability of the firm.
 - (2) Experience doing similar projects for governments comparable in functions to Lee County.

- (3) Demonstrated experience in the timely development, maintenance and administration of assessments/tests and in training staff relative to their use, analysis and revision.
 - (4) Number of year’s proposer has been in the business of providing this type of service.
 - (5) Principle personnel including; quality, experience and expertise.
 - (6) Letters of reference
- vi) **Ranking/Scoring**
- (1) Following the initial evaluation process, the highest ranking (number one (1) being highest) Proposer may be required to complete an additional questionnaire regarding more specific processes and capabilities, as well as provide additional pricing information. In addition, Proposer may be required to provide an on-site interview and/or system demonstration as it relates to requested and/or proposed services.
 - (2) Lee County Procurement Management, Fort Myers, Florida, reserves the right to make award(s) by individual item, group of items or services, all or none, or a combination thereof. The County reserves the right to reject any and all proposals or to waive any minor irregularity or technicality in the proposals received. Award will be made to the most **responsible** and **responsive** proposer within the evaluation criteria chosen for basis of award.
 - (3) If multiple evaluations are completed the following process will be followed:
 - (a) The first evaluation will be ranked based on the scores from the selection criteria point values. Points are totaled and proposers ranked according to each evaluation committee members total points.
 - (b) **Ranking Method.** Lee County uses the Dense Ranking ("1223" ranking). In dense ranking, items that compare equal receive the same ranking number, and the next item(s) receive the immediately following ranking number. Equivalently, each item's ranking number is 1 plus the number of items ranked above it that are distinct with respect to the ranking order. This ranking method is used for each individual committee member’s scores. Thus if A ranks ahead of B and C (which compare equal) which are both ranked ahead of D, then A gets ranking number 1 ("first"), B gets ranking number 2 ("joint second"), C also gets ranking number 2 ("joint second") and D gets ranking number 3 ("third").
 - (c) Subsequent evaluations will be accomplished by simply ranking the proposers. Point values will not be totaled. Proposals will be ranked in sequential order with one (1) being the highest ranking.
 - (4) The County reserves the right to award to one or multiple proposers at the discretion of the requesting authority and approval of the Procurement Management Director.

Scoring Criteria

Category	Category Title	Category Description	Points
1	Management Plan-Competence & Capacity of the Organization	Does the organization and its personnel posses the resources and demonstrate the experience and qualifications required to retain, support, manage, operate, promote, and improve the Farmers Market? What is the organization’s approach to project management, including coordination with Lee County staff, budget monitoring and quality control, and applicable progress/reporting systems. Does the organization’s past actions and proposed management plan demonstrate competence and excellent management practices.	30
2	Operational Plan-Prior Experience & Strategies to Improve Market	What is the organization’s history operating successful event? Does the organization’s Operational Plan demonstrate a realistic and strategic approach to assure the Market’s success and future growth? Is there adequate detail to understand how the Market will operate successfully?	30

3	Marketing Plan-Promotion & Communication	What is the organization's history promoting successful event? Does the organization's Marketing Plan demonstrate a realistic and strategic approach to assure the Market's success and future growth? Is there adequate detail to understand how the Market will be branded and promoted?	20
4	Financial Plan-Stability & Growth	What is the organization's current financial condition and resources? Is the organization's proposed Budget and Financial Plan practical and realistic? Are there controls and accountability in place to assure public confidence and transparency? Does the Financial Plan match the Operational and Marketing plans?	20
			100

RFP Submission Schedule

Submission Description	Date(s)	Time
Advertise Request for Proposal (RFP)	7/29/2016	N/A
Pre-Proposal Meeting	N/A	
Proposal Question Deadline	8 Business days prior to	Prior to 5:00 PM
Proposal Due	8/29/2016	2:30 PM *
First Committee Meeting Short list discussion	TBD	
Notify Shortlist Selection via e-mail	TBD	
Final Scoring/Selection Meeting	TBD	
Commission Meeting	TBD	

33) SELECTION/AWARD PROCESS

- a) Appropriate County staff may prepare a slate of finalists in order of ranking to present to the Board of County Commissioners. Upon approval from the Board, negotiations will commence with the selected Contractor(s). Upon successful completion of negotiations, the award and executed Contract(s) will be submitted to the Board of County Commissioners for approval. If a satisfactory Contract(s) cannot be negotiated in a reasonable amount of time, the County, in its sole discretion, may terminate negotiations with the selected Contractor(s) and begin Contract(s) negotiations with the next finalist.

NOTE: Proposed short-list and final selection meeting dates are posted on the Procurement Management web page at www.leegov.com/procurement (Projects, Award Pending).

34) TERM OF AWARD

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

35) AGREEMENTS/CONTRACTS

- a) 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://www.leegov.com/procurement/forms>

36) 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.

37) 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 provided form with the contract documents will be accepted.

38) 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.

39) LIQUIDATED DAMAGES (CONSTRUCTION)

BIDDER hereby agrees, if this proposal is accepted, to commence Work under this Project on or before ten (10) calendar days from the receipt of the Notice to Proceed and to fully complete all Work on the Project within the Contract Time stipulated. BIDDER further agrees to pay the determined dollar amount in liquidated damages for each consecutive calendar day beyond final completion the Work is delayed.

- a. Liquidated Damages to be determined by means of one of the following methods to be determined (TBD):
 - i. Liquidated damages will be based on the entire project amount per calendar day using the table below:

Estimated Project Cost Over	Estimated Project Cost But Less than	Daily Charge Per Calendar Day
\$0.00	\$50,000.00	\$645.00
\$50,000.00	\$250,000.00	\$760.00
\$250,000.00	\$500,000.00	\$970.00
\$500,000.00	\$2,500,000.00	\$1,500.00
\$2,500,000.00	\$5,000,000.00	\$2,400.00
\$5,000,000.00	\$10,000,000.00	\$3,300.00
\$10,000,000.00	\$15,000,000.00	\$4,600.00
\$15,000,000.00	\$20,000,000.00	\$4,300.00
\$20,000,000.00 over		\$5,700.00 plus .00005

- Or*
- ii. **Liquidated Damages amount to be based on the following formula: Contract Price or GMP/Days to Substantial Completion * 15-20% (TBD).**
 The CONTRACTOR shall be liable to the COUNTY for per diem liquidated damages in the amount of \$TBD, for each day of delay in achieving substantial completion as set forth herein. The per diem liquidated damages will be subject to change based upon the establishment of the actual contract price.

End of section

Special Conditions:

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

Type Special Conditions here: Use a standard bullet number.

1. Monthly payment must be at least a minimum of \$600.00 per month
- 2.
- 3.
- 4.
- 5.

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS
FOR
RFP160453/DLK
OPERATIONS OF THE BOCA GRANDE FARMERS MARKET**

SCOPE

Lee County Board of County Commissioners is seeking a qualified persons or firms interested in operation, management, and marketing of the Boca Grande Farmers Market one day a week beginning in October through the end of April at Boca Grande Ball Field at 305 Wheeler Road, Boca Grande, FL 33921.

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.

TERM OF AWARD

If awarded, the terms of this solicitation shall be in effect for an initial period of two years. The award will be reviewed at the end of the two year term. The County reserves the right to renew this award (or any portion thereof), for up to three additional one-year periods, upon mutual agreement of both parties and, except as to lower pricing, under the same terms and conditions.

BACKGROUND

Exhibit A, attached hereto, illustrates the area reserved for the Boca Grande Farmers Market, during 1 day of the week. The licensed area is available starting at 7:00 AM and must be returned to its original state no later than 3:00 PM on the day of the Market. Vendors may set from 7:00 AM through 9:00 AM. The Farmers market is open to the general public from 9:00 AM to 1:00 PM.

The operator is required to obtain a Temporary Use Permit from the Department of Community Development in compliance with Land Development Code Section 34-3048, attached hereto as Exhibit B, prior to the establishment of the Seasonal Farmers Market. The operator will be limited to 40 10' X 10' vendors assigned to space within the area in Exhibit A.

Both public parking spaces and pedestrian access will be available on the licensed premises regardless of whether or not a person(s) attend the Boca Grande Farmers Market.

The operator of the Boca Grande Farmers Market must coordinate parking with the County and all other entities that are permitted to conduct special events on the day the market is in session.

The operator or its subcontractor(s) shall maintain current Facebook and web pages, advising attendees and vendors on the hours of operation, rules and regulations and shall be updated regularly by the operator.

PRIMARY OBJECTIVES

The primary objectives of the Boca Grande Farmers Market are to:

- Offer community members an opportunity to purchase locally grown produce and other artisan goods;

- Provide farmers an opportunity to sell their products locally;
- Provide local businesses, artisans, and musicians an opportunity to participate; and
- Provide a mix of vendors and farmers that will reach all aspects of the local marketplace and appeal to adults and children of all ages.

PROPOSAL REQUIREMENTS

Experience, education and training must clearly demonstrate operator's competence, and the competence of any of the vendors. The operator shall also show competence in operating a market focused on local produce and organics and sensitive to the natural environment. The operator must be able to manage the Boca Grande Farmers Market within the footprint illustrated in Exhibit A.

The operator's management skills must include supervision, scheduling and coordination of the vendors and the general public in the setup, parking and cleanup process. The operator must be able to clean the licensed and parking areas to its previous state by 3:00 PM. The operator shall also be familiar with County Special Event process as specified in Exhibit B, attached hereto. Operator's communication with vendors, the county and public attendees is essential.

At least 2 years experience in operating special events or Farmers Markets is strongly preferred. Throughout the duration of the contract, the operator, operator's assistants or substitutes, and subcontractors if any, must have current insurance required by the BoCC, including but not limited to liability insurance. Furthermore, all operators, operator's assistants or substitutes, and subcontractors if any, must submit to and pass a criminal background check.

PAYMENT

BoCC requires that the operator pay a facility rental fee per month for the duration of the contract from October to April, payable within 30 days of the effective date of the contract or any renewal thereof.

REGULATED ACTIVITIES

The solicitation of donations, contributions, payments or any other object of value within the vendor sales area by a person or other entity, which is not its subtenant, may be prohibited by the operators of the market in non-discriminatory fashion and to the extent permitted by law or Parks and Recreation Ordinance 06-26.

Any person or other entity confirmed to be a public nuisance or danger to the general public by the Lee County Sheriff's Department within the licensed area may be removed from the area by the Lee County Sheriff's Department.

No alcoholic beverages or illegal drugs shall be consumed or sold by anyone at the farmers market. Any violation must be reported by the operator to the Lee County Sheriff's Department immediately. All operators employees, operator's assistants or substitutes, subcontractors and vendors shall not smoke in the licensed area at any time during the Boca Grande Farmers Market.

The operator shall not sublet the licensed premises or assign the license in whole or part, except with its independent vendors, for canopies, tables and displays for sale at the Farmers Market. All subleases, assignment licenses or other rights provided by the operator to independent vendors shall be subject to all requirements in terms of the operator's contract with BoCC.

PARKING/FACILITY

The operator is responsible for all parking, traffic control and any costs associated as deemed appropriate by Lee County. The Lee County Sheriff's Department and the Lee County Fire District must approve all traffic and parking

plans of the operator including an emergency plan prior to the beginning of the market. The operator must also meet all Fire Department regulations. The operator will be solely responsible for any damage and will be required to pay for all needed repairs/replacement to any facility feature or equipment as deemed necessary at the sole discretion of Lee County.

UTILITIES AND OFFERINGS

Each vendor is responsible for his/her trash removal. The Market operator is to ensure the park is clean and clear of all debris at the end of the day.

The County will make all reasonable efforts to clear the vendor sales area of privately owned vehicles but cannot guarantee that all private vehicles will be removed.

The county will allow the operator to set up traffic signage, barricades, and bike racks to allow the operator to control the polar axis during the use of the licensed premises. The county will provide barricades, if available for parking purposes, which the operator is responsible for placing in areas approved by the County.

SIGNAGE

All signage constructed or placed by the operator must first be approved by the County. Subject to the approval of the County as to the location and time, directional signs may be placed at entrances to the market during the rental time starting at 8 AM and removed by 3 PM. Off-premise signs are limited in size and number, with restrictions as listed in the code 106 –37, Temporary Special Event signs.

EVALUATION PROCESS AND CRITERIA

Proposals will be evaluated on the basis of the response to all requirements in this RFP. The County shall use the following criteria in its evaluations and comparisons of Proposer.

Contract award shall be made to the responsible Proposer whose proposal is most advantageous to the County, taking into consideration the applicable evaluation criteria set forth below. Please note, however, that the listing of fees as an evaluation criterion does not require the County to select the Proposer with the lowest fee proposal.

A comprehensive, fair, and impartial evaluation will be made of all proposals received on time in response to this RFP. Each proposal received will be analyzed to determine overall qualifications under this RFP.

Proposals deemed to meet all minimum RFP requirements will be scored based on established criteria, which have been weighted and will be assigned points that measure the responsiveness to each identified criterion. The total number of points earned will be tallied for each proposal, and the proposals will be rank ordered, based upon the Proposer(s) submitted written materials. Only the top three Proposers achieving the most points will be invited to participate in an interview should the evaluation committee determine an interview is necessary.

The County reserves the right to invite firms outside the top three highest scoring to move forward should the selection committee see that doing so is in the best interest of the County.

The three highest ranking Proposers may be required to complete an additional questionnaire regarding more specific processes and capabilities, as well as provide additional pricing information. Proposers may be required to provide an on-site interview as it relates to requested and/or proposed services. The Proposers may also be required to provide a presentation or participate in an interview at Lee County offices.

Lee County reserves the right to reject any and all proposals; to waive informalities and irregularities in proposals received; and, to re-solicit for proposals if necessary. Any of these rights may be exercised by Lee County before or after receipt and evaluation of proposals, or completion of interviews.

The Selection Committee will determine the responsiveness and acceptability of each proposal. The selection committee will recommend award be made to the proposer whose proposal is determined to be most advantageous to Lee County.

The following criteria are listed in order of importance.

Responses will be evaluated on the basis of responsiveness to the questions and requirements in this RFP by an evaluation panel using the following criteria:

**CRITERIA 1: MANAGEMENT PLAN – COMPETENCE & CAPACITY OF THE ORGANIZATION
(MAXIMUM POINTS: 30)**

Does the organization and its personnel possess the resources and demonstrate the experience and qualifications required to retain, support, manage, operate, promote, and improve the Farmers Market? What is the organization's approach to project management, including coordination with Lee County staff, budget monitoring and quality control, and applicable progress/reporting systems. Does the organization's past actions and proposed management plan demonstrate competence and excellent management practices.

**CRITERIA 2: OPERATIONAL PLAN – PRIOR EXPERIENCE & STRATEGIES TO IMPROVE MARKET
(MAXIMUM POINTS: 30)**

What is the organization's history operating successful event? Does the organization's Operational Plan demonstrate a realistic and strategic approach to assure the Market's success and future growth? Is there adequate detail to understand how the Market will operate successfully?

CRITERIA 3: MARKETING PLAN – PROMOTION & COMMUNICATION (MAXIMUM POINTS: 20)

What is the organization's history promoting successful event? Does the organization's Marketing Plan demonstrate a realistic and strategic approach to assure the Market's success and future growth? Is there adequate detail to understand how the Market will be branded and promoted?

CRITERIA 4: FINANCIAL PLAN – STABILITY & GROWTH (MAXIMUM POINTS: 20)

What is the organization's current financial condition and resources? Is the organization's proposed Budget and Financial Plan practical and realistic? Are there controls and accountability in place to assure public confidence and transparency? Does the Financial Plan match the Operational and Marketing plans?

SELECTION/AWARD PROCESS

Appropriate County staff may prepare a slate of finalists in order of ranking to present to the Board of County Commissioners.

The award and executed Contract(s) may be submitted to the Board of County Commissioners for approval.

NOTE: Proposed short-list and final selection meeting dates are posted on the Procurement Management web page at www.leegov.com/procurement (Projects, Award Pending).

Exhibit "A"



Exhibit B

Sec. 34-3048. - Seasonal farmers' market.

- (a) Farmers' market are allowed in the parking lot or grassed areas of properties developed with churches, schools, clubs (df), parks (section 34-622(c)(32)), commercial or industrial uses, or on-site recreational facilities (df). Farmers' markets are prohibited on vacant lots.
- (b) Farmers' markets are permitted from October through April. A temporary use permit may be issued for no more than four days a week in the same location. A year round farmers' market requires compliance with this Code.
- (c) The application for the temporary use permit must include the following:
 - (1) A site plan indicating the layout and boundaries of the market. The market may be located within parking areas with written consent of the property owner. The market is not permitted in open space or preserves areas, as designated on an approved local development order, or within a County right-of-way. Adequate pedestrian and vehicular access to the site must be demonstrated;
 - (2) The day of the week and hours of operation for the market.
- (d) Each vendor is responsible for securing and displaying all necessary licenses, including but not limited to any license/approval required when offering prepared food for consumption, etc. (i.e., Florida Department of Agriculture, Food Safety, and Department of Business and Professional Regulation, etc.). Allowed products and services are limited to:
 - (1) Unprocessed agricultural products such as fruits, vegetables, grains, flowers, and plants;
 - (2) Processed agricultural products such as milk, cheese, oils, vinegars, meats, poultry, eggs, honey, spices, coffee, jams, nuts, sauces, pasta, soaps, ice cream, herbal preparations, jellies;
 - (3) Prepared foods such as ready-to-eat baked goods, breads, meats, cheeses, cakes, and pies;
 - (4) Food booths, with proper licensing, where preparation of food occurs on site;
 - (5) Agriculture-related crafts, such as handmade wreaths, swags, dry flower arrangements, pressed flowers, scented sticks and potpourri; candles, scented sticks;
 - (6) Items designed to promote water, soil, or energy conservation, such as rain barrels, organic fertilizer, compost boxes, and related educational materials;
 - (7) Musical entertainment may occur only at one location within the market area and must comply with the County noise ordinance; and
 - (8) Other goods and services determined by the Zoning Director to be substantially similar to the above vendor types.
- (e) Prohibited items and vendors: Used goods, antiques, collectibles, and all other goods and services not expressly set forth above.
- (f) The Department of Community Development has the authority to modify or revoke the farmers' market temporary use permit upon a finding of a violation of any condition of the temporary use permit approval. Prior to revoking a permit, the permittee will be given written notice of the violation and the action necessary to correct the same. The notice will be delivered in compliance with F.S. § 162.12. The notice will provide that failure to correct the violation will result in the revocation of the temporary use permit.

(Ord. No. [13-10](#), § 10, 5-28-13)

Editor's note— Prior to the reenactment of § 34-3048 by Ord. No. [13-10](#), adopted May 28, 2013, Ord. No. [11-08](#), § 10, adopted August 9, 2011, repealed § 34-3048, which pertained to ancillary temporary uses in parking lots. See also the Land Development Code Comparative Table.

Standard 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:

\$500,000 per occurrence
 \$1,000,000 general aggregate
 \$500,000 products and completed operations
 \$500,000 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:

\$500,000 combined single limit (CSL)
 \$300,000 bodily injury per person
 \$500,000 bodily injury per accident
 \$300,000 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:

\$100,000 per accident
 \$100,000 disease limit
 \$500,000 disease – policy limit

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

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.

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. Sample attached for your reference.

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.

1b Business Relationship Disclosure Requirement (if Applicable)

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

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

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

5 *Affidavit Principal Place of Business*

Certifies 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 Crimes Form (Required form)*

Self explanatory.

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

Self explanatory.

9 *Disadvantaged Business Enterprise Participation (if applicable)*

Self explanatory

10 *Bid Bond (if applicable)*

Self explanatory

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 PROCUREMENT MANAGEMENT SOLICITATION RESPONSE FORM

Date Submitted _____ Deadline Date: 8/29/2016

SOLICITATION IDENTIFICATION: RFP160453/DLK

SOLICITATION NAME: Boca Grande Farmers Market

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: _____

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)

(Seal)

Secretary Signature:

Attest: (Secretary name printed or typed)

Authorized Proposer: (Name printed or typed)

Proposer Title

Authorized Proposer Signature

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 – Solicitation Form (not applicable for CCNA solicitations)

**LEE COUNTY, FLORIDA
PROPOSAL PRICE FORM
FOR
RFP160453
OPERATIONS OF THE BOCA GRANDE FARMERS MARKET**

DATE SUBMITTED: _____

VENDOR NAME: _____

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

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

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

The undersigned acknowledges receipt of Addenda numbers: _____

PLEASE PROVIDE PRICING FOR THIS PROJECT AS PART OF YOUR RESPONSE TO CRITERIA 4

Monthly Rental Fee Amount: _____

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

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

Are there any modifications to the proposal or specifications?
Yes _____ No _____

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

MODIFICATIONS:

Form 2 – Affidavit Certification of Immigration Laws



AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP160453/DLK

SOLICITATION NAME: BOCA GRANDE FARMERS MARKET

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



LEE COUNTY
SOUTH WEST FLORIDA

Lee County Procurement Management
REFERENCE SURVEY

Solicitation #RFP160453/DLK Operations of the Boca Grande Farmers Market

Section 1

FROM:		BUYER: Diana Khan
COMPANY:		DATE: 8/29/2016
PHONE #:		TOTAL # PAGES: 1
FAX #:		PHONE #: 239-533-8881 FAX #: 239-485-8383
EMAIL:		BUYER EMAIL: dkhan@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 Board of County Commissioners is seeking a qualified persons or firms interested in operation, management, and marketing of the Boca Grande Farmers Market one day a week beginning in October through the end of April at Boca Grande Ball Field at 305 Wheeler Road, Boca Grande, FL 33921.

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. <small>Rate from 1 to 10. (10 being highest)</small>	
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: Diana Khan
Email dkhan@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 (expansion of spacing allowed) or submit your own variation.

Company Name: _____

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

Make as many copies of this sheet as necessary in order to provide a 10 year history of the requested information. If there is no action pending or action taken in the last 10 years, complete the company name and write "NONE" on line 3 of this page and return with your proposal package. This form should also include the primary partners listed in your proposal. Do not include litigation with your company as the plaintiff. Final outcome should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous.

Page Number: _____ Of _____ Total pages

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

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 _____ who has produced

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

⇒
Notary Public Signature _____

Notary Commission Number and expiration _____

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

Local Business Tax License # _____

2. Address of Principal Place of Business: _____

3. Number of years at this location _____ years

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

5. Size of Facility (i.e. 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



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.

Form 7: Public Entity Crime Form

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

1. This sworn statement is submitted to _____
 (Print name of the public entity)
- by _____
 (Print individual's name and title)
- for _____
 (Print name of entity submitting sworn statement)

whose business address is _____

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

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

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

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

4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime:
or:

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

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

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

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

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

Public Entity Crime Form

_____ 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

N/A

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

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

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

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

(Signature)

(Company Name)

STATE OF _____
 COUNTY OF _____

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

(signature line for notary public)

(name of notary typed, printed or stamped)

(title or rank)

My commission expires:

(serial number, if any)

Form 9: Disadvantaged Business Enterprise Participation

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

NOTE: This form must be signed by the person who will sign, or has signed the Proposal/Quote Form. This form will become part of the contract documents.

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE/ _____ MINORITY/ _____ WOMEN/ _____
(Check appropriate designation)

DESCRIPTION OF WORK: _____

SUB-CONTRACTOR'S NAME: _____

EST. DOLLAR VALE OF PROPOSED WORK: _____

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE/ _____ MINORITY/ _____ WOMEN/ _____
(Check appropriate designation)

DESCRIPTION OF WORK: _____

SUB-CONTRACTOR'S NAME: _____

EST. DOLLAR VALE OF PROPOSED WORK: _____

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE/ _____ MINORITY/ _____ WOMEN/ _____
(Check appropriate designation)

DESCRIPTION OF WORK: _____

SUB-CONTRACTOR'S NAME: _____

EST. DOLLAR VALE OF PROPOSED WORK: _____

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE/ _____ MINORITY/ _____ WOMEN/ _____
(Check appropriate designation)

DESCRIPTION OF WORK: _____

SUB-CONTRACTOR'S NAME: _____

EST. DOLLAR VALE OF PROPOSED WORK: _____

TOTAL VALE OF ALL DBE/MINORITY/WOMEN SUBCONTRACT WORK: \$ _____

ESTIMATED TOTAL PERCENT (%) TO BE UTILIZIED: _____ %

CONTRACTOR NAME

SIGNATURE

DATE

Form 10: Bid Bond

BID BOND

N/A

Complete **EITHER** Lee County Paper Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

_____ as Principal, and

(BIDDER'S Name)

_____ a Corporation licensed to do

(Surety's Name)

business under the laws of the State of Florida as a Surety, are held and firmly bound unto LEE COUNTY BOARD OF COUNTY COMMISSIONERS, LEE COUNTY, FLORIDA, a Political Subdivision of the State of Florida,

in the SUM OF _____

for the payment whereof, well and truly to be made, we bind ourselves, our heirs, successors, personal representatives and assigns, jointly and severally, firmly, by these presents.

SIGNED AND SEALED this _____ day of _____, _____

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

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

Witness as to Principal:
(Principal)

_____ (SEAL)

(By)

_____ Printed Name

Witness as to Surety:
(Surety's Name)

_____ (SEAL)

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

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

Sealed Proposal Label

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

PROPOSAL DOCUMENTS • DO NOT OPEN	
SOLICITATION No.:	RFP160453/DLK
SOLICITATION TITLE:	Operations of the Boca Grande Farmers Market
DATE DUE:	8/29/2016
TIME DUE:	Prior to: 2:30 PM
SUBMITTED BY:	_____
	(Name of Company)
e-mail address	Telephone
DELIVER TO:	Lee County Procurement Management
	1500 Monroe 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 ListLEE 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	Required Form: 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	Required Form 7: Public Entities 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: <ul style="list-style-type: none"> ✓ 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	All modifications have been acknowledged in the space provided
	<u>REQUIRED CONSTRUCTION FORMS & DOCUMENTATION</u>
20	Form 8: Trench Safety (if applicable)
21	Form 9: Disadvantaged Business Enterprise Participation (if applicable)
22	Form 10: Bid Bond and/or certified check, if required, have been submitted with the Solicitation in amount indicated (if applicable)
23	Two (2) identical sets of descriptive literature, brochures and /or data (if required)
24	

LEE COUNTY PROCUREMENT MANAGEMENT

Post-Bid Documents

On a project specific basis, the following forms may require completion and execution by the awarded contractor:

- ⇒ Schedule of values, if requested.
- ⇒ Lee County Construction Contract Agreement Form
- ⇒ Lee County Construction Contract Public Payment and Performance Bond
- ⇒ Lee County Construction Contract Field Change Order
- ⇒ Lee County Construction Contract Field Directive Change Order
- ⇒ Lee County Construction Contract Change Order
- ⇒ Lee County Construction Contract Estimate and Requisition for Payment
- ⇒ Lee County Construction Contract Progress Payment Certification
- ⇒ Lee County Construction Contract Final Payment Certification and Contractors Affidavit
- ⇒ Lee County Construction Contract Certificate of Substantial Completion
- ⇒ Warranty
- ⇒ Lee County Board of County Commissioners Owner's Representative Certificate of Final Completion
- ⇒ Lee County Board of County Commissioners Disadvantaged Business Enterprise Participation Certification
- ⇒ Final Payment Checklist
- ⇒ Contractor Performance Evaluation (based on rating scale)

Samples of these documents may be viewed and download on-line at: <https://www.leegov.com/procurement/forms>.