



Advertise Date: Friday, March 27, 2020

Lee County Board of County Commissioners
DIVISION OF PROCUREMENT MANAGEMENT

INVITATION TO BID (B)

Solicitation No.:	B200180MIF		
Solicitation Name:	Automotive & Equipment Batteries		
Open Date/Time:	Thursday, April 30, 2020	Time:	2:30 PM
Location:	Lee County Procurement Management 2115 Second Street, 1st Floor Fort Myers, FL 33901		
Procurement Contact:	Miguel Flores	Title	Procurement Analyst
Phone:	(239) 533-8835	Email:	mflores@leegov.com
Requesting Dept.	COUNTY WIDE		

Pre-Bid Conference:

Type: No meeting scheduled at this time

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

Advertisement Date: 3/27/2020**Notice to Bidder****Invitation to Bid (B)**

Lee County, Florida, is requesting bids from qualified individuals/firms for

Automotive & Equipment Batteries

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, Florida, in conformance with solicitation documents, which include technical specifications and/or a scope of work.

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

2:30 PM Thursday, April 30, 2020

to the office of the **Procurement Management Director, 2115 Second Street, 1st Floor, Fort Myers, FL 33901**. The Invitation to Bid shall be received in a sealed envelope, prior to the time scheduled to receive Bid(s), and shall be clearly marked with the solicitation name, solicitation number, bidder name, and contact information as identified in these solicitation documents.

The Scope of Work/Specifications for this solicitation is available from www.leegov.com/procurement. Bidders who obtain Scope of Work/Specifications 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 bidder's responsibility to check for posted information. The County may not accept incomplete Bids.

There will be no Pre-Bid Conference for this solicitation.

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

Miguel Flores mflores@leegov.com

Sincerely,

A handwritten signature in blue ink that reads "Lindsay Cepero".

Lindsay Cepero, CPPB
Procurement Manager

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

Terms and Conditions

INVITATION TO BID (B)

1. DEFINITIONS

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

2. ORDER OF PRECEDENCE

- 2.1. In resolving conflicts, errors, and discrepancies, the order of precedence of the bid document is as follows
 - 2.1.1. Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, "Public Business", Chapter 287 "Procurement of Personal Property and Services."
 - 2.1.2. Lee County Procurement Management Ordinance 18-22
 - 2.1.3. Change Order
 - 2.1.4. Agreement
 - 2.1.5. Addenda
 - 2.1.6. Special Conditions
 - 2.1.7. Detailed Scope of Work/Specifications
 - 2.1.8. Supplemental Information, if any
 - 2.1.9. Terms and Conditions

3. RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES

- 3.1. It shall be the responsibility of the bidder to assure compliance with all other federal, state, or county codes, rules, regulations or other requirements, as each may apply. Any involvement with the Lee County shall be in accordance with but not limited to:
 - 3.1.1. Lee County Procurement Management Manual
 - 3.1.2. Pursuant to FL § Section 119.071, Public Records, General exemptions from inspection or copying of public records. Sealed bids, proposals or replies received by the agency pursuant to a solicitation are exempt from public records request (s. 119.07(1) and s. 24(a), Art. I, of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals or final replies, whichever is earlier.

- 3.1.3. FL § 215 regarding scrutinized companies and business operations.
- 3.1.4. FL § 218 Public Bid Disclosure Act.
- 3.1.5. Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, “Public Business”, Chapter 287 “Procurement of Personal Property and Services.”
- 3.1.6. FL § 337.168 Confidentiality of official estimates, identities of potential bidders, and bid analysis and monitoring system.
- 3.1.7. FL § Section 607.1501(1) states: A foreign corporation may not transact business in the State of Florida until it obtains a certificate of authority from the Department of State.
- 3.2. **Local Business Tax Account:** As applicable, anyone providing merchandise or services to the public within the jurisdiction of Lee County must obtain a Lee County business tax account to operate unless specifically exempted.
- 3.3. **License(s):** Bidder should provide, at the time of the opening of the bid, licenses required for this product and/or service.

4. BID – PREPARATION OF SUBMITTAL

- 4.1. **Sealed Bid:** Submission must be in a sealed envelope/box, and the outside of the submission must be marked with the following information (Sealed Bid Label Form is attached for your use):
 - 4.1.1. Marked with the words “Sealed Bid”
 - 4.1.2. Bid Number
 - 4.1.3. Bid Title
 - 4.1.4. Bid Due Date
 - 4.1.5. Name of the firm submitting the bid
 - 4.1.6. Contact e-mail and telephone number
- 4.2. **Bid submission shall include:**
 - 4.2.1. Provide two (2) hard copies. Mark each: one “Original”, one “Copy”
 - 4.2.2. Provide one (1) electronic flash drive set of the entire submission documents.
 - 4.2.3. Electronic submission document is to be one single Adobe PDF file in the same order as the original hard copy.
 - 4.2.4. Limit the color and number of images to avoid unmanageable file sizes.
 - 4.2.5. Do not lock files.
- 4.3. **Submission Format:**
 - 4.3.1. Required Forms: complete and return **all** required forms. If the form is not applicable please return with “Not Applicable” or “N/A” in large letters across the form.
 - 4.3.2. Failure to submit required or requested information may result in the bidder being found non-responsive.
 - 4.3.3. Execution of Bid: All documents must be properly signed by corporate authorized representative, witnessed, and where applicable corporate and/or notary seals affixed. All Bids shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the bids shall be initialed.
 - 4.3.4. If a cost/bid schedule was provided in Microsoft Excel format, the returned completed schedule should be included as a Microsoft Excel File on the Flash drive.
 - 4.3.5. The submission should not contain links to other web pages.
 - 4.3.6. Include any information requested by the County necessary to analyze your bid, i.e., required submittals, literature, technical data, financial statements.
 - 4.3.7. Bid Security/Bond(s), as applicable (Construction projects)
- 4.4. **Preparation Cost:** The Bidder is solely responsible for any and all costs associated with responding to this solicitation. No reimbursement will be made for any costs associated with the preparation and submittal of any bid, or for any travel and per diem costs that are incurred by any Bidder.

5. RESPONSES RECEIVED LATE

- 5.1. It shall be the Bidder’s sole responsibility to deliver the bid submission to the Lee County Procurement Management Division prior to or on the time and date stated. All references to date and time herein reference Lee County, FL local time.
- 5.2. Any bids received after the stated time and date will not be considered. The bid shall not be opened at the public opening. Arrangements may be made for the unopened bid to be returned at the bidder’s request and expense.

- 5.3. The Lee County Procurement Management Division shall not be responsible for delays caused by the method of delivery such as, but not limited to; internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.

6. BIDDER REQUIREMENTS (unless otherwise noted)

- 6.1. **Responsive and Responsible:** Only bids received from responsive and responsible bidders will be considered. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other necessary action, such as background checks, to determine ability to perform is satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicates an inability for the bidder to perform.
- 6.1.1. Additional sources may be utilized to determine credit worthiness and ability to perform.
- 6.1.2. Any bidder or sub-contractor that will have access to County facilities or property may be required to be screened to a level that may include, but is not limited to fingerprints, statewide criminal. There may be fees associated with these procedures. These costs are the responsibility of the bidder or sub-contractor.
- 6.1.3. Bidders are responsible for ensuring that any required background screening are conducted in accordance with Chapter 435. Bidders shall be aware, understand, and ensure compliance with the statutory requirements regarding background checks. FL Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Bidder who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law. Such requirements shall flow down to sub-contractors/consultants of the prime Bidder and prime Bidder shall ensure compliance with Chapter 435 of such parties.
- 6.1.3.1. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.
- 6.2. **BID--Past Performance:** Bidders past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) may be reviewed. Poor or unacceptable past performance may result in bidder disqualification.
- 6.3. Submission packages, unless otherwise noted, will be considered only from bidders normally engaged in the provision of the services specified here in. The bidder shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to Lee County. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other action necessary to determine ability to perform satisfactorily, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicated an inability of the bidder to perform.

7. PRE-BID CONFERENCE

- 7.1. A pre-bid conference will be held in the location, date, and time specified on the cover of this solicitation. The cover will also note if the pre-bid conference is Non-Mandatory or Mandatory. All questions and answers are considered informal. All prospective bidders are encouraged to obtain and review the solicitation documents prior to the pre-bid conference so they may be prepared to discuss any questions or concerns they have concerning this project. All questions must be submitted formally in writing to the procurement staff noted on the first page of the bid document. A formal response will be provided in the form of an addendum (see "County Interpretation/Addendums" for additional information.) A site visit may follow the pre-bid conference, as applicable.
- 7.2. **Non-Mandatory:** Pre-bid conferences are generally non-mandatory, but it is highly recommended that prospective bidders participate.
- 7.3. **Mandatory:** Failure to attend a mandatory pre-bid conference will result in the bid being considered **non-responsive**.

8. COUNTY INTERPRETATION/ADDENDUMS

- 8.1. Each Bidder shall examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be **submitted in writing prior to 5:00 PM at least eight (8) calendar days prior to the date when the submission is due.**

- 8.2. Response(s) will be in the form of an Addendum posted on www.leegov.com/procurement. It is solely the bidder's responsibility to check the website for information. No notifications will be sent by Lee County Procurement Management Division.
- 8.3. All Addenda shall become part of the Contract Documents.
- 8.4. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. Interpretation of the meaning of the plans, specifications or any other contract document, or for correction of any apparent ambiguity, inconsistency or error there in, shall be in writing. Issuance of a written addendum by the County's Procurement Management Division is the only official method whereby interpretation, clarification or additional information can be given.

9. QUALITY GUARANTEE/WARRANTY (as applicable)

- 9.1. Bidder will guarantee their work without disclaimers, unless otherwise specifically approved by the County, for a minimum of twelve (12) months from the date of final completion.
- 9.2. Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of final completion.
- 9.3. Unless otherwise specifically provided in the specifications, the equipment must be warranted for twelve (12) months, shipping, parts and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to the County.
- 9.4. If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed, the vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials, if in its judgment the item reflects unsatisfactory workmanship or manufacturing or shipping damage. The vendor shall refund, to the County, any money which has been paid for same.

10. SUBSTITUTION(S)/APPROVED ALTERNATE(S)

- 10.1. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If a bidder wishes to make a substitution in the specifications, the bidder shall furnish to the County, **no later than ten (10) business days prior to the bid opening date**, the name of the manufacturer, the model number, and other identifying data and information necessary to aid the County in evaluating the substitution. Such information is submitted through the Procurement Management Division. Any such substitution shall be subject to County approval through the issuance of a written addendum by the County's Procurement Management Division. Substitutions shall be approved only if determined by the County to be an **Approved Alternate** to the prescribed specifications.
- 10.2. A bid containing a substitution is subject to disqualification if the substitution is not approved by the County. Items bid must be identified by brand name, number, manufacturer and model, and shall include full descriptive information, brochures, and appropriate attachments. Brand names are used for descriptive purposes only. An **Approved Alternate** product or service may be used.

11. NEGOTIATED ITEMS

- 11.1. Any item not outlined in the Scope of Work/Specifications may be subject to negotiations between the County and the successful bidder.
- 11.2. After award of this bid the County reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion.
- 11.3. At contract renewal time(s) or in the event of significant industry wide market changes, the County may negotiate justified adjustments such as price, terms, etc., if in its sole judgment, the County considers such adjustments to be in their best interest.

12. ERRORS, OMISSIONS, CALCULATION ERRORS (as applicable)

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

13. CONFIDENTIALITY

- 13.1. Bidders should be aware that all submissions provided are subject to public disclosure and will **not** be afforded confidentiality, unless provided by Chapter 119 FL §.
- 13.2. If information is submitted with a bid that is deemed “Confidential” the bidder must stamp those pages of the submission that are considered confidential. The bidder must provide documentation as to validate why these documents should be declared confidential in accordance with Chapter 119, “Public Records,” exemptions.
- 13.3. Lee County **will not reveal engineering estimates or budget amounts for a project** unless required by grant funding or unless it is in the best interest of the County. According to FL § 337.168: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of s. 119.07(1) until the contract for the project has been executed or until the project is no longer under active consideration.

14. BID CONFLICT OF INTEREST

- 14.1. **Business Relationship Disclosure Requirement:** The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statutes. All bidders must disclose with their submission the name of any officer, director or agent who is also an employee of the Lee County or any of its agencies. Further, all bidders must disclose the name of any County employee who owns directly or indirectly, an interest of five percent (5%) or more in the bidder’s firm or any of its branches.

15. ANTI-LOBBYING CLAUSE (Cone of Silence)

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

16. DRUG FREE WORKPLACE

- 16.1. Lee County Board of County Commissioners encourages Drug Free Workplace programs.

17. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- 17.1. The County encourages the use of Disadvantaged Business Enterprise Bidder(s) as defined and certified by the State of Florida Department of Transportation (DBE).
- 17.2. As requested in the required forms the Bidder is required to indicate whether they and/or any proposed sub-contractor(s) 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, as defined and certified by the State of Florida Office of Supplier Diversity (Minority), are encouraged to respond.

18. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

- 18.1. The bidder agrees to comply, in accordance with FL § 287.134, 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of 2008 (ADAAA) that furnishing goods or services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- 18.2. The bidder will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or marital status. The bidder will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, disability or marital status.

- 18.3. The bidder will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The bidder will take such actions in respect to any sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.
- 18.4. An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at <http://www.dms.myflorida.com>) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

19. SUB-CONTRACTOR

- 19.1. The use of sub-contractors under this solicitation requires prior written authorization from the County representative.

20. BID - PROJECT GUIDELINES (as applicable)

- 20.1. The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and or Requirements which shall service as a guide to the bidder(s) in conforming to the provision of goods and/or services to be provided pursuant to this Agreement/Contract:
 - 20.1.1. No amount of work is guaranteed upon the execution of an Agreement/Contract.
 - 20.1.2. Rates and all other negotiated expenses will remain in effect throughout the duration of the Agreement/Contract period.
 - 20.1.3. This contract does not entitle any bidder to exclusive rights to County Agreement/Contracts/contracts. The County reserves the right to perform any and all available required work in-house or by any other means it so desires.
 - 20.1.4. In reference to vehicle travel, mileage and man-hours spent in travel time, is considered incidental to the work and not an extra compensable expense.
 - 20.1.5. Lee County reserves the right to add or delete, at any time, and or all material, tasks or services associated with this Agreement/Contract.
 - 20.1.6. Any Single Large Project: The County, in its sole discretion, reserves the right to separately solicit any project that is outside the scope of this solicitation, whether through size, complexity or the dollar value.

21. BID – TIEBREAKER

- 21.1. Whenever two or more bids, which are equal with respect to price, quality and service, are received for procurement of commodities or contractual services, from responsive and responsible bidders, the following steps shall be taken to establish the award to the lowest bidder. This method shall be used for all ties.
 - 21.1.1. Step 1 - Local Bidder: Between a local Bidder, and a non-local Bidder, a contract award, or the first opportunity to negotiate, as applicable, shall be made to the local Bidder. **If local preference is prohibited by the funding source then step 2 will replace step 1.**
 - 21.1.2. Step 2 - Drug Free Workplace: At the conclusion of step 1, if all is equal, the Bidder with a Drug Free Workplace program shall be given preference over a Bidder with no Drug Free Workplace program. The contract award, or the first opportunity to negotiate, as applicable, shall be made to the bidder with the Drug Free Workplace program.
 - 21.1.3. Step 3 - Coin Flip: At the conclusion of Step 1 and Step 2, if all is equal, the contract award, or the first opportunity to negotiate, as applicable, the final outcome shall be determined by the flip of a coin.
- 21.2. When the tie has been broken pursuant to the above procedures, the contract award, or the first opportunity to negotiate, as applicable, shall be furnished to the prevailing Bidder.
- 21.3. If an award or negotiation is unsuccessful with the initial bidder, award or negotiations may commence with the next highest bidder, utilizing the tiebreaker steps above to make the determination of next lowest bidder, if necessary.

22. WITHDRAWAL OF BID

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

23. PROTEST RIGHTS

- 23.1. Any Bidder that has submitted a formal Response to Lee County, and who is adversely affected by an intended decision with respect to the Award, has the right to protest an intended decision posted by the County as part of the Solicitation process.
- 23.2. Notice of Intended Decision is posted on the Lee County Department of Procurement Management website (www.leegov.com/procurement). Bidders are solely responsible to check for information regarding the Solicitation.
- 23.3. Refer to the "Procurement Protest" section of the Lee County Procurement Ordinance 18-22 for a complete description of the protest process and associated requirements. The ordinance is posted on the Lee County website or may be obtained by contacting the Procurement Management Director.
- 23.4. In order to preserve the right to protest, a written "**Notice Of Intent To File A Protest**" **must be filed with the Lee County Procurement Management Director within seventy-two (72) hours of Posting of the Notice of Intended Decision.**
 - 23.4.1. The notice shall clearly indicate all grounds being claimed for the protest.
 - 23.4.2. The notice must be physically received by the Procurement Management Director within the required time frame described above. No additional time will be granted for mailing.
- 23.5. Following receipt of the Notice of Intent to File a Protest, a "**Protest Bond**" and "**Formal Written Protest**" must be filed **within ten (10) business days** of Posting of the Notice of Intended Decision.
- 23.6. **Failure to follow the protest procedures requirement within the time frames as prescribed herein and in the Lee County Procurement Ordinance 18-22 shall constitute a waiver of the right to protest and shall bar any resulting claims.**

24. AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES

- 24.1. This opportunity is also made available to any government entity. Pursuant to their own governing laws, and subject to the Agreement/Contract of the vendor, other entities may be permitted to make purchases at the terms and conditions contained herein. Lee County Board of County Commissioners will not be financially responsible for the purchases of other entities from this solicitation.

25. CONTRACT ADMINISTRATION

- 25.1. **Designated Contact:**
 - 25.1.1. The awarded bidder shall appoint a person(s) to act as a primary contact for all County departments. This person or back-up shall be readily available during normal working hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.
 - 25.1.2. Lee County requires the awarded bidder to provide the name of a contact person(s) and phone number(s) which will afford Lee County access 24 hours per day, 365 days per year, of this service in the event of major breakdowns or natural disasters.
- 25.2. **BID – Term:** (unless otherwise stated in the Scope of Work or Detailed Specifications)

- 25.2.1. Unless otherwise stated in the scope of work, specifications, or special conditions the default **contract term shall be one (1) year with three (3), one (1) year renewals for a total of four (4) years upon mutual written agreement of both parties.**
- 25.2.2. The County reserves the right to renew this Agreement/Contract (or any portion thereof) and to negotiate pricing as a condition for each.
- 25.2.3. The County's performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.
- 25.3. **BID – Basis of Award:**
- 25.3.1. The bid is awarded under a system of sealed, competitive bidding to the lowest responsive and responsible bidder.
- 25.3.2. In the event the lowest responsible and responsive bid for a project exceeds the available funds the County may negotiate an adjustment of the bid price with the lowest responsible and responsive bidder, in order to bring the total cost of the project within the amount of available funds.
- 25.3.3. The County reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof. The County reserves the right to reject any and all bids or to waive any minor irregularity or technicality in the bids received. Award will be made to the lowest responsible and responsive bidder(s) within the category chosen for basis of award.
- 25.3.4. The County reserves the right to award to one or multiple bidders at the discretion of the requesting authority and approval of the Procurement Management Director.
- 25.4. **Agreement/Contracts/Contracts:**
- 25.4.1. The awarded bidder will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at <http://www.lee.gov/procurement/forms>.
- 25.5. **Records:**
- 25.5.1. Retention: The bidder shall maintain such financial records and other records as may be prescribed by Lee County or by applicable federal and state laws, rules and regulations. Unless otherwise stated in the specifications, the bidder shall retain these records for a period of five years after final payment, or until they are audited by Lee County, whichever event occurs first.
- 25.5.2. Right to Audit/Disclosure: These records shall be made available during the term of the contract as well as the retention period. These records shall be made readily available to County personnel with reasonable notice and other persons in accordance with the Florida General Records Schedule. Awarded Bidder/Proposer(s) are hereby informed of their requirement to comply with FL §119 specifically to:
- 25.5.2.1. Keep and maintain public records required by the County to perform the service.
- 25.5.2.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided or as otherwise provided by law.
- 25.5.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- 25.5.2.4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.
- 25.5.3. Public Record: **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS**

AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901,
<http://www.lee.gov/publicrecords>.

25.5.4. **Ownership:** It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications and all data prepared or obtained by the successful bidder in connection with its services hereunder, include any documents bearing the professional seal of the successful bidder, and shall be delivered to and become the property of Lee County, prior to final payment to the successful bidder or the termination of the Agreement/Contract. This includes any electronic versions, such as CAD or other computer aided drafting programs.

25.6. Termination:

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

25.6.2. The Procurement Management Director may immediately terminate any Agreement/Contract as a result of this solicitation for emergency purposes, as defined by the Lee County Procurement Ordinance 18-22.

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

25.6.4. The County reserves the right to terminate award or contract following any of the below for goods or services over \$1,000,000:

25.6.4.1. Contractor is found to have submitted a false certification as provided under FL § 287.135 (5);

25.6.4.2. Contractor has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (FL §215.473);

25.6.4.3. Contractor has engaged in business operations in Cuba or Syria (FL § 215.471);

25.6.4.4. Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel. (FL § 215.4725)

25.6.4.5. The County reserves the right to review, on a case-by-case basis, and waive this stipulation if it is deemed to advantageous to the County.

26. WAIVER OF CLAIMS

26.1. Once this contract expires, or final payment has been requested and made, the awarded bidder shall have waived any claims against the County concerning this contract. After that period, the County will consider the bidder to have waived any right to claims against the County concerning this Agreement/Contract.

27. LEE COUNTY PAYMENT PROCEDURES

27.1. Unless otherwise noted, all vendors are requested to mail an original invoice to:

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

27.2. All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specifications for this project.

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

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

28. SAFETY DATA SHEETS (SDS) (as applicable)

28.1. It is the vendor's responsibility to provide Lee County with Safety Data Sheets on bid materials, as may apply to this procurement.

29. DEBRIS DISPOSAL (as applicable)

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

30. SHIPPING (as applicable)

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

31. INSURANCE (AS APPLICABLE)

- 31.1. Insurance shall be provided by the awarded bidder/vendor. Prior to execution of the Agreement/Contract a certificate of insurance (COI) complying with the bid documents shall be provided by the bidder/vendor.

End of Terms and Conditions Section

INSURANCE GUIDE



Lee County Insurance Requirements
--

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the Vendor's interest or liabilities. 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, and contractual liability exposures with minimum limits of:
 - \$1,000,000 per occurrence
 - \$2,000,000 general aggregate
 - \$1,000,000 products and completed operations
 - \$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:
 - \$1,000,000 combined single limit (CSL) or
 - \$500,000 bodily injury per person
 - \$1,000,000 bodily injury per accident
 - \$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by Chapter 440, Florida Statutes, encompassing all operations contemplated by this Contract or Agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers' Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:
 - \$500,000 per accident
 - \$500,000 disease limit
 - \$500,000 disease – policy limit

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

**Verification of Coverage:**

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

- a. The certificate holder shall read as follows:

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

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

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the Contract.
2. If applicable, it is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.

End of Insurance Guide Section

SPECIAL CONDITIONS

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

1. PROJECT TERM

- 1.1 The Vendor shall be responsible for furnishing and delivering to the County the commodity or services on an as needed basis for one (1) three-year (3) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.

2. BASIS OF AWARD

- 2.1 The County's intent is to award to a pool of Vendors that are Responsive, Responsible, and meet the County requirements and specifications. The County reserves the right to purchase the product or service listed in this bid elsewhere in an emergency.

3. PRICING

- 3.1 Pricing shall be based on an established/approved discount percentage off the manufacturer's list price and an established not to exceed core cost as needed.
- 3.2 The Vendor shall provide a current manufacturer's price list or online list price upon request or as prearranged by the County. The County must have clear and unrestricted access to the relevant/applicable manufacturer's price list for price verification.
- 3.3 The discount percentage shall be held firm. Vendor may not apply any decrease in discount without the prior consent of the Lee County Procurement Management Director or designee.
- 3.4 The County reserves the right to negotiate an additional discount with the Vendor in the event of large one-time purchases. If an additional discount cannot be agreed to, the County reserves the right to solicit quotes outside of this Agreement.
- 3.5 If any other public agency wishes to purchase products and or services utilizing this bid and negotiates a higher discount percentage than is offered to or is in-place for the County, or secure a better pricing for products tendered/offered, including rebates, additional services, etc., then the same shall be extended to the County. Failure to report any such condition(s) or circumstances may disqualify the Vendor.
- 3.6 Core charges are not to exceed the amount bid by the Vendor and as stated within the Fee Schedule of the Agreement associated with this solicitation, unless approved by the County. All core charges shall be clearly documented on its related order/purchase invoices.

End of Special Conditions Section

SCOPE OF WORK AND SPECIFICATIONS

1. SCOPE

- 1.1. The Lee County Board of County Commissioners seeks to contract with a qualified Vendor to furnish and deliver automotive and equipment batteries at discounted rates on an “as needed” basis.

2. BATTERY REQUIREMENTS

- 2.1. Batteries shall be new and unused. No refurbished, recycled, blemished, or used batteries will be accepted. Batteries shall be the product of a nationally recognized manufacturer, such as but not limited to: Deka, Interstate, Exide, and Motorcraft.

- 2.2. All batteries shall be labeled with the Cold Cranking Amps (CCA.), and reserve capacity.

- 2.3. Batteries must provide CCA and reserves capacities, per Society of Automotive Engineers (SAE) battery capacity ratings. Batteries provided/received shall meet applicable SAE specifications as to dimensions, layout, terminals, and test procedures. Furthermore, the following Batteries shall meet or exceed the following minimum requirements:

- a. **Common/Standard Batteries**

- 1) Group 24: 650 CCA
- 2) Group 31 Post: 650 CCA
- 3) Group 31 Stud: 1125 CCA
- 4) Group 48: 730 CCA
- 5) Group 49: 850 CCA
- 6) Group 58: 500 CCA
- 7) Group 65: 850 CCA
- 8) Group 4D: 1050 CCA
- 9) Group 8D: 1400 CCA

- b. **Bus Shelter Batteries**

- 1) 8G24M: 410 CCA, 575 MCA rating, and 74 AH at 20 Hr rating.
- 2) 8GU1: 200 CCA, and 32 AH at 20 Hr rating.

- 2.4. All batteries sold to the County shall be less than three (3) months old according to the manufacturer hot stamp date on the battery.

- 2.5. Wet batteries shall be fully charged and ready for service.

- 2.6. Batteries should be labeled with the date it was placed on stock.

- 2.7. Vendor is responsible for wet batteries held in stock for over three (3) months.

- 2.8. Batteries held in stock over three (3) months or testing under the required voltage shall be tagged for replacement and replaced with new ones.

- 2.9. All batteries must clearly identify the original manufacturer, or they will be refused or returned at Vendor’s expense. Secondary labels may be acceptable, as long as they do not replace the original manufacturer label; no handwritten labels.

- 2.10. Upon request of the County, the Vendor shall provide evidence that the batteries meet the Battery Council International (BCI) code for construction of outside case, plates and electrolytes, and testing conditions and requirements. Such evidence shall be provided by Vendor within 10 business days of request.
- 2.11. Vehicle categories shall be defined as follows:
 - a. Automotive & Light duty trucks-vehicles with a Gross Vehicle Weight Rating (GVWR) range from 0-14,000lbs.
 - b. Medium Truck- vehicles with GVWR range from 14001-26,000lbs.
 - c. Heavy Truck & Buses- vehicles with GVWR range from 26,001- over 33,000lbs; typically 3 or more axles.

3. VENDOR REQUIREMENTS

- 3.1. Vendor shall comply with all statutes, laws, ordinances and regulations pertaining to sale, distribution, collection, and handling of batteries.
- 3.2. Vendor shall ensure that they are in compliance with, and are following all lawful disposition and reclamation requirements and procedures, including but not limited to those of lead acid batteries.
- 3.3. Vendor shall ensure that all required licenses and certificates are valid and up-to-date throughout the execution of the Agreement.
- 3.4. At the end of the Agreement period, unless renewed or extended, the Vendor shall purchase back all new or unused wet batteries in the County's inventory at the same price that was originally purchased/charged to the County.
- 3.5. Vendor is responsible for all ancillary charges and or related expenses including, but not limited to, the purchase, sale, and disposal of batteries, including wet batteries.
- 3.6. Vendor shall immediately (within 1 hour of order request) contact/notify ordering location/source if a part is unavailable, and request approval or permission to place the item/order on backorder; the County shall have the right to either approve the backorder or obtain the item elsewhere.
- 3.7. Vendor is responsible to keep the ordering source informed and updated on the status of any items on a backorder; backorder must be held to a minimum of 10% of all orders.
- 3.8. Upon request of the County, the Vendor shall provide a list of manufacturer/brands batteries available through the Vendor for ordering. The Vendor shall ensure that this list is updated as offered manufacturer/brands change.

4. DISCONTINUED/UNAVAILABLE ITEMS

- 4.1 The Vendor shall contact the ordering source for approval prior to shipment of any substitute items. Unapproved items will be returned to the Vendor at the Vendor's expense.
- 4.2 The County reserves the right to approve substitute batteries for any discontinued or unavailable items. If an acceptable substitute, at the County's discretion, cannot be supplied, the County may purchase that item or a suitable substitute elsewhere.

5. RETURNED ITEMS

- 5.1. There shall be no restocking charges/fees (or other charges/fees) for items returned by the County provided items are in original packaging and in good, saleable condition.

6. DELIVERY PROCEDURES

- 6.1. Purchases may be picked up by employee(s) at the Vendor's location or ordered for delivery.
- 6.2. All items requested for delivery shall be Freight-On-Board (FOB) Shipping Destination to location(s), typically within the County limits, specified by the order originator with freight fully paid to the designated location indicated at the time of order, with the exception of item 6.4 & 6.5 below.
- 6.3. Typical delivery and service sequences includes, but not limited to:
 - 6.3.1. Weekly delivery of stock orders.
 - 6.3.2. Same day delivery, as needed.
 - 6.3.3. Emergency/Priority Orders.
 - 6.3.4. Weekly core pick-up.
 - 6.3.5. Cores may also be exchanged on a one-for-one basis at time of delivery.
 - 6.3.6. Stock rotations.
- 6.4. The Vendor shall be able to provide free service and delivery for the items under typical delivery and service sequences, mentioned directly above, with the **exception** of emergency or priority orders that are not normally or typically stocked locally.
- 6.5. Emergency/priority orders for items, not stocked locally, shall be handled as quickly as possible using premium transportation as directed by the County. Premium transportation costs may be passed to the County at their actual cost (Waybill number listed on invoice). Additional markup on these is not allowed. Priority/emergency orders shall be either drop shipped directly to specified location or delivered within 1 hour from the time they are received by the Vendor (that same day). This cost will be stated and identified on the appropriate invoice, as approved and directed by the County.
- 6.6. Emergency/priority orders, for items normally stocked locally, require a one (1) hour delivery time, after the order was placed.
- 6.7. Vendor will generally be given two to four (2 to 4) working days, from the day of order, to deliver a unique order or items (not a same day or weekly item) that are not readily available. Any order or items not meeting/available under the terms and or conditions herein may be cancelled and or procured through other sources/vendors.
- 6.8. Vendor is responsible to bring proper test equipment to check and replace shelf stock as needed.
- 6.9. It is the Vendor's responsibility to deliver, unload, and place all batteries in designated areas as directed by the receiving location.
- 6.10. Shipped items must be clearly marked with the department or office and name of the person who placed the order.
- 6.11. Factory back-ordered parts shall be delivered the same day they are received by Vendor.

6.12. The County requires that the Vendor have no minimum order amount for customer pick-up, and desires that there are no minimum order amounts per request for delivery.

6.13. If the Vendor is unable to or delinquent in meeting the required delivery requirements herein, the County reserves the right and may exercise the right to purchase the order elsewhere.

7. WARRANTY

7.1 All items purchased under this Agreement shall carry a minimum of one (1) year 100% parts warranty or the manufacturer's warranty, whichever is greater.

7.2 Warranty and all other pertinent documents for item(s) purchased shall accompany the item and may also be requested by the County.

7.3 The Vendor shall be responsible for directly handling all warranty claims for the County.

7.4 Warranty terms shall apply upon Agreement expiration and shall continue until all of the warranty terms expire on batteries owned by the County.

7.5 At the County request, the Vendor shall provide a copy of all manufacturers' warranties and or coverages.

7.6 At the County request, the Vendor shall provide a copy of all manufacturers' and/or Vendor's return policy.

End of Scope of Work and Specifications Section

FORMS DESCRIPTION & INSTRUCTIONS

INVITATION TO BID

This table provides a brief list, description, and instructions regarding the standard requested forms that should be submitted with all bids or proposals. This is not intended to be an all-inclusive list of forms required for your submission, but rather a guide to assist in completion of the County's standard forms.

<u>Form #</u>	<u>Title/Description</u>
1	<p><i>Solicitation Response Form</i></p> <p>All signatures must be by a corporate authorized representative, witnessed, and corporate and/or notary seal (as applicable.) The corporate or mailing address must match the company information as it is listed with the Florida Department of State Division of Corporations. Attach a copy of the web-page(s) from http://www.sunbiz.org as certification of this required information. Sample attached for your reference.</p> <p>Verify that all Addenda and tax identification number have been provided.</p>
1a	<p><i>Bid/Proposal Form</i></p> <p>This form is used to provide itemization of project cost. A more detailed "schedule of values" may be requested by the County.</p>
*	<p><i>Business Relationship Disclosure Requirement</i></p> <p>Sections 112.313(3) and 112.313(7), F.S., prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. If this <u>disclosure is applicable, the Bidder must request the form entitled "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS"</u> (Required by § 112.313(12)(b), F.S.) to be completed and <u>returned with the Solicitation Response</u>. It is the Bidder's responsibility to request the form and disclose this relationship; failure to do so may result in being declared non-responsive.</p> <p>NOTICE: UNDER THE PROVISIONS OF § 112.317, F.S., A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR, AND MAY BE PUNISHED BY, ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.00.</p>
2	<p><i>Affidavit Certification Immigration Laws</i></p> <p>Submission of this form constitutes acknowledgement that the Bidder is in compliance in regard to all applicable immigration laws.</p>
3	<p><i>Reference Survey</i></p> <p>Provide this form to reference respondents. <u>For Bids, this form will be requested from the apparent low Bidder prior to the award. (not required to submit with bid)</u></p> <ol style="list-style-type: none"> Section 1: Bidder/Proposer to complete with <u>reference respondent's</u> information prior to providing to them for their response. (This is not the Bidder/Proposer's information.) Section 2: Enter the name of the Bidder/Proposer; provide the project information in which the reference respondent is to provide a response. The <u>reference respondent</u> should complete "Section 3." Section 4: The reference respondent to print and sign name Three (3) Reference responses are to be provided upon request. Failure to obtain reference surveys may make your company non-responsive.

4

Negligence or Breach of Contract Disclosure Form

The form may be used to disclose negligence or breach of contract litigation that your company may have been a part of over the past ten (10) years. You may need to duplicate this form to list all history. If the Bidder has more than ten (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 whether a monetary amount was awarded. The settlement amount may remain anonymous.

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

5

Affidavit - Principal Place of Business

Certifies Bidder's location information.

6

Sub-Contractor List

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

7

Public Entity Crime Form

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 on 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 Work 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 thirty-six (36) months from the date of being placed on the convicted vendor list.

*

Bid/Proposal Label

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

*

Include any licenses or certifications requested

Local Business Tax Account (as applicable) issued by City and/or County entity. This is necessary for all Florida vendors.

Form 1 – Solicitation Response Form

V09/12/2016



**LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM**

Date Submitted: _____ Bid Due Date: 4/30/2020

SOLICITATION IDENTIFICATION: B200180MIF

SOLICITATION NAME: Automotive & Equipment Batteries

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 _____

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE BIDDER/PROPOSER 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.

By responding to this sealed solicitation, the Bidder/Proposer makes all representations required by the instructions and further warrants and represents that: Bidder/Proposer has examined copies of all the solicitation documents and of the following addenda:

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

Tax Payer Identification Number: _____

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

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

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

1 **Collusion Statement:** Lee County, Florida The undersigned, as Bidder/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 bid/propose and agree to furnish this service according to the requirements set out in the solicitation documents, specifications or scope of work for said service for the prices as listed on the county provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.

2 **Scrutinized Companies Certification:**

Section 287.135, FL §, "Prohibition against contracting with scrutinized companies." Prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, Scrutinized Companies that Boycott Israel List, have been engaged in a boycott of Israel, or been engaged in business operations in Cuba or Syria. The County reserves the right to review, on a case-by-case basis, and waive this stipulation if it is deemed to advantageous to the County.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above is in compliance with Section 287.135, FL §. I understand that submission of a false certification may subject company to contract termination, 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), FL §, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL §, 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), FL § (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), FL § (1983)) to be completed and returned with solicitation response. It is the bidder/proposer's responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.**

☐ **Business Relationship Applicable (request form)**
☐ **Business Relationship NOT Applicable**

- 4** Disadvantaged Business Enterprise (DBE) bidder/proposer? If yes, please attach a current certificate.

<input type="checkbox"/>	<input type="checkbox"/>
Yes	No

ALL SUBMISSIONS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE BIDDER/PROPOSER. WITNESSED AND SEALED (AS APPLICABLE)

Company Name (Name printed or typed)

Authorized Representative Name (printed or typed)

Authorized Representative's Title (printed or typed)

Authorized Representative's Signature



(Affix Corporate Seal, as applicable)

Witnessed/Attested by:

(Witness/Secretary name and title printed or typed)

Witness/Secretary 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.

Detail by Entity Name**Florida Profit Corporation**

Bill's Widget Corporation

Filing Information

Document Number 655555
 FB/EIN Number 511111111
 Date Filed 09/22/1980
 State FL
 Status ACTIVE
 Last Event AMENDED AND RESTATED ARTICLES
 Event Date Filed 07/25/2006
 Event Effective Date NONE

Principal Address

555 N Main Street
 Your Town, USA 99999

Changed 02/11/2012

**Verify either Principal or Mailing
 address is on Form 1**

Mailing Address

555 N Main Street
 MYour Town, USA 99999

Changed 02/11/2012

Registered Agent Name & Address

My Registered Agent
 111 Registration Road
 Registration, USA 99999

Name Changed: 12/14/2006

Address Changed: 12/14/2006

Officer/Director Detail**Name & Address****Title P**

President, First
 555 AVENUE
 Anytown, USA 99999

Title V

President, Second
 555 AVENUE
 Anytown, USA 99999

IMPORTANT:

For corporations, ALL documents must be signed by the president of the company or an authorized individual. For any individual other than the president, we will need one of the following to confirm their authority to sign:

1. a corporate resolution by the Board of Directors, or
2. an extract of minutes, or
3. an extract of Vote by the Board of Directors

If the company's articles of incorporation identify additional positions that have the power to bind the corporation, we will accept the articles of incorporation with verification from the president that a certain individual serves in that role (e.g., the president confirms that John Doe is the CEO, and the articles of incorporation provide that the CEO has the power to bind the company).

With respect to an LLC, the authority to bind a limited liability company is controlled by Florida statutes. Managers or managing members have inherent authority to bind an LLC.

If the president of a corporation or a manager/managing member of an LLC delegates their authority, such delegation must be sent to us on company letterhead with the President's or manager's/managing member's original, wet signature.

v01/03/2018



PROCUREMENT MANAGEMENT DEPARTMENT BID/PROPOSAL FORM

COMPANY NAME: _____

SOLICITATION: B200180MIF, Automotive & Equipment Batteries

Having carefully examined the Contract Documents, Contractor/Vendor proposes to furnish the following which meeting these specifications.

PRICING

Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified in the Contract Documents. All Unit Prices will be bid at the nearest whole penny.

In the event there is a discrepancy between a subtotal or total amount and the unit prices and extended amounts, the unit prices will prevail and the corrected extension(s) and total(s) will be considered the price.

The County will only accept bids submitted on bid forms provided by the County. Bids submitted on other forms, other than those provided by the County, will be deemed non-responsive and ineligible for award.

AUTOMOTIVE & EQUIPMENT BATTERIES

PERCENTAGE DISCOUNT

Item	Description	Unit of Measure	Discount % Off Mfr. List Price	Core Charge
1	Medium to Heavy Duty Trucks & Buses Batteries	Each		\$
2	Automotive & Light Duty Truck Batteries	Each		\$
3	Lawn & Garden Equipment Batteries	Each		\$
4	Small & Light Equipment Batteries	Each		\$
5	Marine Batteries	Each		\$
6	Bus Shelter Batteries	Each		\$
7	Other Types of Batteries	Each		\$

PRICING:

The Vendor shall provide a current manufacturer's price list or online list price upon request or as prearranged by the County. The County must have clear and unrestricted access to the relevant/applicable manufacturer's price list for price verification. Please indicate below the options for manufacturer price verification available through your company.

1) Established Manufacturer Price List: _____ (Attach as necessary)

2) Web-Based Catalog Price: _____
(Write website address)



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

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: **B200180MIF** SOLICITATION NAME: **AUTOMOTIVE & EQUIPMENT BATTERIES**

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.**

BIDDER/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, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____ 20____, by _____ who has produced
(Print or Type Name)

_____ as identification.

(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

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

**Lee County Procurement Management
Reference Survey**

Reference surveys submitted can be a maximum of twelve (12) months old. If using a previous reference, Proposers must clearly identify the project name and number the reference is being submitted for.

Project Name & Number: _____

Section 1 Reference Respondent Information	<p style="color: red; text-align: center;">Please return completed form to:</p> Bidder/Proposer: Due Date: Total # Pages: 1 Phone #: Fax #: Bidder/Proposer E-Mail:
FROM: _____ COMPANY: _____ PHONE #: _____ FAX #: _____ EMAIL: _____	

Section 2	Enter Bidder/Proposer Information , as applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)		
Bidder/Proposer Name: _____			
Reference Project Name: _____	Project Address: _____	Project Cost: _____	
Summarize Scope: _____			

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

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

Section 4 Please submit non-Lee County employees as references

Reference Name (Print Name) _____

Reference Signature _____



ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM

Please fill in the form below. Provide each incident in regard to alleged negligence or breach of contract that has occurred over the past 10 years.

Please complete in chronological order with the most recent incident on starting on page 1.

Company Name: _____

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

Make as many copies of this sheet as necessary in order to **provide a 10 year history** of the requested information. If there is no action pending or action taken in the last 10 years, complete the **company name** and write **“NONE”** in the first **“Type of Incident”** box of this page and return with your submission package. This form should also include the primary partners listed in your submission. 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. **Please do not modify this form (expansion of spacing allowed) or submit your own variation.**

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.



LEE COUNTY

SOUTH WEST FLORIDA

AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

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.**

The foregoing instrument was signed and acknowledged before me, by means of ☐ physical presence or ☐ online notarization, 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 _____

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. Number of available employees for this contract _____

6. Does your company have a Drug Free Workplace Policy _____ Yes _____ No

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.

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/Contract, 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.

Public Entity Crime Form

Page 2 of 2

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

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

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

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me, by means of ☐ physical presence or ☐ online notarization, 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

Sealed Bid Label

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

SEALED BID DOCUMENTS • DO NOT OPEN	
BID No.:	B200180MIF
BID TITLE:	Automotive & Equipment Batteries
DATE DUE:	Saturday, April 30, 2016
TIME DUE:	Prior to: 2:30 PM
SUBMITTED BY:	(Name of Company)
e-mail address	Telephone
DELIVER TO:	Lee County Procurement Management 2115 Second Street, 1st Floor Fort Myers, FL 33901



***Notice:** the Date Due/Bid Due Date/Opening Date as stated on this label and other forms contained herein may have been updated via issuance of Addenda against this project. It is the sole responsibility of the Contractor/Vendor to monitor the County project webpage for any updates to the Date Due/Bid Due Date/Opening Date via Addenda. This label nor other original forms may not be updated. Contractor/Vendor may strike through and update Date Due/Bid Due Date/Opening Date at their discretion to match any updates to this date that have been published via Addenda.

Submission received after the time and date of the Date Due/Bid Due Date/Opening Date will not be accepted at the sole discretion of the County.

PLEASE PRINT CLEARLY