

Lee County Board of County Commissioners DIVISION OF PROCUREMENT MANAGEMENT

INVITATION TO BID (B)

Solicitation No.: B180017RJD

Solicitation

ANNUAL – SUPPLY OF PIT SHELL

Name: Open

Date/Time:

2/16/2018

Time: 2:30 PM

Location:

Lee County Procurement Management

1500 Monroe Street 4th Floor

Fort Myers, FL 33901

Procurement

Contact:

Robin Dennard

Title Buyer

Phone:

(239) 533-8881

Email:

rdennard@leegov.com

Requesting

Dept.

Transportation

Pre-Bid Conference:

Type:

No meeting scheduled at this time

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

Electronic bidding is coming! Visit www.leegov.com/bid to stay informed



Advertisement Date: 1/16/2018

Notice to Bidder Invitation to Bid #B180017RJD, ANNUAL – SUPPLY OF PIT SHELL

Invitation to Bid (B)

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

B180017RJD, ANNUAL - SUPPLY OF PIT SHELL

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 Friday, February 16, 2018

to the office of the Procurement Management Director, 1500 Monroe Street, 4th Floor, Fort Myers, Florida 33901. The Invitation to Bid shall be received in a sealed envelope, prior to the time scheduled to receive 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.

Robin Dennard, rdennard@leegov.com

Sincerely,

Mary G. Tucker, CPPO, FCCM, FCCN

Procurement Management Director

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

Terms and Conditions

INVITATION TO BID (B)

1. DEFINTIONS

- 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 Manual and Ordinances
 - 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 CD ROM or 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. Use rewritable CD ROM and do not lock files.

4.3. Submission Format:

- 4.3.1. <u>Required Forms</u>: 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 CD ROM or 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.

Ver 11/07/2016-2

- 5.2. Any bids received after the stated time and date will not be considered. The bid shall not be opened at the public opening. Arrangements may be made for the unopened bid to be returned at the bidder's request and expense.
- 5.3. The Lee County Procurement Management Division shall not be responsible for delays caused by the method of delivery such as, but not limited to; internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.

6. BIDDER REQUIREMENTS (unless otherwise noted)

- 6.1. **Responsive and Responsible**: Only bids received from responsive and responsible bidders will be considered. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other necessary action, such as background checks, to determine ability to perform is satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicates an inability for the bidder to perform.
 - 6.1.1. Bids may be declared "non-responsive" due to omissions of "Negligence or Breach of Contract" on the disclosure form. Additionally, bidders may be declared "not responsible" due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the bidder to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.
 - 6.1.2. Additional sources may be utilized to determine credit worthiness and ability to perform.
 - 6.1.3. Any bidder or sub-contractor that will have access to County facilities or property may be required to be screened to a level that may include, but is not limited to fingerprints, statewide criminal. There may be fees associated with these procedures. These costs are the responsibility of the bidder or sub-contractor.
- 6.2. **BID--Past Performance**: Bidders past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) may be reviewed. Poor or unacceptable past performance may result in bidder disqualification.
- 6.3. Submission packages, unless otherwise noted, will be considered only from bidders normally engaged in the provision of the services specified here in. The bidder shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to Lee County. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other action necessary to determine ability to perform satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicated an inability of the bidder to perform.

7. PRE-BID CONFERENCE

- 7.1. A pre-bid conference will be held in the location, date, and time specified on the cover of this solicitation. The cover will also note if the pre-bid conference is Non-Mandatory or Mandatory. All questions and answers are considered informal. All prospective bidders are encouraged to obtain and review the solicitation documents prior to the pre-bid 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.

Ver 11/07/2016-2

- 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 warrantees will begin from the date of final completion.
- 9.3. Unless otherwise specifically provided in the specifications, the equipment must be warranteed 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 <u>not</u> 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 <u>will not reveal engineering estimates or budget amounts for a project</u> 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 Statues. 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 maybe 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.

Ver 11/07/2016-2

- 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, subcontractor, 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. <u>Any Single Large Project</u>: 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 will be taken to establish the award to the lowest bidder. This method shall be used for all ties.
 - 21.1.1. <u>Step 1 Local Bidder</u>: Between a local business, and a non-local business, a contract award, or the first opportunity to negotiate, as applicable, shall be made to the local business. Local shall be defined by Lee County Ordinance 08-26 or current revision thereof.
 - 21.1.2. <u>Step 2 Drug Free Workplace</u>: At the conclusion of step 1 if all is equal, the vendor with a Drug Free Workplace program shall be given preference, over a vendor with no Drug Free Workplace program. The contract award, or the first opportunity to negotiate, as applicable, shall be made to the bidder with the Drug Free Workplace program.
 - 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, shall be determined by the flip of a coin to determine final outcome.
- 21.2. When the tie has been determined the contract award, or the first opportunity to negotiate, as applicable, shall be made
- 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.

22. WITHDRAWL OF BID

Ver 11/07/2016-2

- 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. "Decisions" are posted on the Lee County Procurement Management Division website. Bidders are solely responsible to check for information regarding the solicitation. (www.leegov.com/procurement)
- 23.3. Refer to the "Bid/Proposal Protest Procedure" section of the Lee County "Contracts Manual" for the complete protest process and requirements. The Manual is posted on the Lee County website or 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 by 4:00 PM on the 3rd working day after the decision affecting your rights is posted on the Lee County website.
 - 23.4.1. The notice must clearly state the basis and reasons for the protest.
 - 23.4.2. The notice must be physically received by the Procurement Management Director with in the required time frame. No additional time will be granted for mailing.
- 23.5. To secure the right to protest a "Protest Bond" and written "Formal Protest" document must be filed within 10 calendar days after the date of "Notice of Intent to File a Protest" is received by the Procurement Management Director.
- 23.6. Failure to follow the protest procedures requirement within the time frames as prescribed herein and established by the Lee County Board of County Commissioners, Florida, shall constitute a waiver of the right to protest and 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 that the awarded bidder to provide the name of a contact person(s) and phone number(s) which will afford Lee County access 24 hours per day, 365 days per year, of this service in the event of major breakdowns or natural disasters.

- 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.leegov.com/procurement/forms.

25.5. Records:

- 25.5.1. <u>Retention</u>: 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.leegov.com/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 Purchasing and Payment Procedures Manual (Purchasing Manual), (also known as Appendix "D" "AC-4-1.pdf".)
- 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

Ver 11/07/2016-2

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. MATERIAL SAFETY DATA SHEETS (MSDS) (as applicable)

28.1. In accordance with Chapter 443 of the FL §, it is the vendor's responsibility to provide Lee County with Material 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



Major Insurance Requirements

<u>Minimum Insurance Requirements:</u> 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. <u>Commercial General Liability</u> - 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. <u>Business Auto Liability</u> - 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. <u>Workers' Compensation</u> - 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 <u>"Additional Insured"</u> 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 FOR

ANNUAL - SUPPLY OF PIT SHELL

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. TERM

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

2. LOCAL BIDDER'S PREFERENCE

- 2.1 The Lee County Local Bidder's Preference Ordinance No. 08-26 is being included as part of the award process for this project. As such, Lee County at its sole discretion may choose to award a preference to any qualified "Local Contractor/Vendor" in an amount not to exceed 3% of the total amount quoted by that firm.
- 2.2 "Local Contractor/Vendor" as noted in Ordinance No. 08-26, or revision thereof, shall be defined as:
 - 2.2.1 Any person, firm, partnership, company or corporation whose principal place of business in the sole opinion of the County, is located within the boundaries of Lee/Collier County, Florida

OR

2.2.2 Any person, firm, partnership, company or corporation that has provided goods or services to Lee County on a regular basis for the preceding consecutive three (3) years, and that has the personnel, equipment and materials located within the boundaries of Lee/Collier County sufficient to constitute a present ability to perform the service or provide the goods.

End of Special Conditions Section

SCOPE OF WORK AND SPECIFICATIONS FOR ANNUAL – SUPPLY OF PIT SHELL

1. SCOPE

1.1. The Lee County Board of County Commissioners (BOCC) desires to purchase Pit Shell for the Lee County Department of Transportation, and any other Lee County Department as required, on an "as-needed" basis. The pit shell may be plant loaded into County vehicles or delivered by the awarded Vendor to locations as listed herein.

2. AWARD

- 2.1. When awards are made to multiple bidder/proposers the county reserves the right to assign a status of Primary, Secondary and/or Tertiary as applicable. The Primary vendor will be the first contact. If the Primary is unable to fulfil the need or meet the timeline required the Secondary, followed by the Tertiary, would be the next order of contact, as applicable. Additionally the order of the award can be changed as a result of deficient or non-compliant performance. The County also reserves the right during the Contract term to award the contract to the next ranking compliant bid if it is in the best interest of the county. For additional detailed information, see the "Basis of Award" section.
- 2.2. The bidder must provide pricing for all line items listed on the bid proposal form. Failure to provide pricing for all items will deem your firm as Non-Responsive and therefore ineligible for award.
- 2.3. The awarded Vendors shall appoint a person or persons to act as a primary contact with Lee County. This person or designee shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and procedures involved in this bid.

3. SPECIFICATIONS

- 3.1 Lee County will not pay for or reimburse awarded Vendor(s) for any tolls.
- 3.2 Any overload violations, moving violations, or any other legal violations shall be the responsibility of the Vendor.
- 3.3 Lee County shall not be held responsible for damages to property or for injuries or death to persons, which might occur without fault on the part of the County or its employees as a result of, or incident to, performance of this bid.

3.4 Product Requirements

- 3.4.1. Where and as required following County direction or project requirements, the pit shell shall conform to Florida DOT Standard Specifications for Road and Bridge Construction, 2017 Edition, and the below listed specification. If requested by Lee County, the bidder will provide, at no cost to the County, written certification from a qualified testing laboratory or other acceptable source, to verify compliance with the specification. Furthermore, if necessary the County reserves the right to request Vendor's FDOT approval or signed, sealed certification that materials meet specification.
 - A. Pit Shell shall be in accordance with FDOT Standard Specifications, Section 911, for Cemented Coquina Shell.
- 3.5 Vendor Requirements for Weight Load Verification
 - 3.5.1. The empty transport vehicle shall obtain a tare weight prior to loading.
 - 3.5.2. After loading, the transport vehicle shall be weighed to ensure the legal maximum weight limit is NOT exceeded. If a transport vehicle is overweight, the driver must return to the loading area and dump the excess material necessary to attain a legal gross weight. PLEASE NOTE YOU WILL NOT BE PAID FOR OVERWEIGHT LOADS.
 - 3.5.3. Lee County will require dated, numbered, weighted tickets for all transactions.

the excess material necessary to attain a legal gross weight. PLEASE NOTE YOU WILL NOT BE PAID FOR OVERWEIGHT LOADS.

- 3.5.3. Lee County will require dated, numbered, weighted tickets for all transactions.
- 3.5.4. Any Vendor quoting plant-loaded material is required to have an FDOT certified scale on- site.
- 3.5.5. All transport vehicles shall be numbered and the tractor/trailer number and TARE weight must be visible on the side of truck or trailer.
- 3.5.6. Certificates showing legal gross weight must be furnished on all transport vehicles prior to hauling of any shell.

3.6 Delivery Requirements

- 3.6.1. Lee County will pay, as a maximum, only for the established amount of tons, which can be legally hauled in accordance with the shell weight and gross weight of the vehicle.
- 3.6.2. Each delivery ticket shall include the following information:
 - A. Date of Delivery
 - B. Destination
 - C. Total Tons Delivered
 - D. Truck Number
 - E. Purchase Order Number
- 3.6.3. If Vendor circumstances will result in a later than scheduled delivery time, the Vendor shall notify the County's contact person pertaining to the order two hours prior to the originally scheduled delivery time. Upon receipt of the notification, the County may elect to:
 - A. Accept a revised delivery time.
 - B. Cancel the order and order from an alternate Vendor.
 - C. Reschedule the order.
- 3.6.4. In the event the Vendor does not notify the County of a delay within the two-hour pre-delivery time, the County may reject the product at the job site. For any rejected order, the products shall be removed from the job site and transported by the Vendor back to the Vendor's facility at no expense or charge to the County from the Vendor. Any products ordered in which are retained by the County for any reason, whether pertaining to a late delivery timeframe or not, shall be paid for by the County and invoiced accordingly.
- 3.6.5. Deliveries will not be made on Fridays, unless specifically requested to do so.
- 3.6.6. On the proposal bid form, state the additional cost per ton for F.O.B. delivery to the following locations:
 - A. North of the Caloosahatchee River (Pine Island shall be included in this pricing)
 - B. South of the Caloosahatchee River
 - C. Boca Grande
 - D. Sanibel Island

3.7 Pricing

3.7.1. Pricing submitted in response to this ITB will be valid for the initial term of the contract, and no price increase will be authorized for 365 calendar days after the effective date of the contract. Thereafter, on an annual basis any request for escalation in pricing must be submitted to the County for evaluation and will be no greater than the Bureau of Labor Statistics, Producer Price Index (PPI) price increase for the most recent twelve (12) month period.

- A. The rates may increase annually to a not to exceed maximum of 4% or per the PPI Index, whichever is less. The PPI Index to be utilized shall be the U.S. Bureau of Labor Statistics web site, PPI-Final Demand, Series WPUFD4, Not Seasonally Adjusted (NSA); https://data.bls.gov/timeseries/WPUFD4?output view=pct 12mths.
- 3.7.2. The month applicable shall be the third month prior to renewal or anniversary of contract and the year applicable shall be the current year in which the request is being made. The request to increase rates must be made in writing to Lee County Procurement Management and supported by detailed justification which warrants the requested increase. The Vendor shall submit its written request at least sixty (60) days prior to the renewal date / anniversary of the agreement in order for a request to be considered by the County. The County shall review the Vendor's written request and supporting documentation to determine whether an increase is warranted and, if so, what percentage increase. Failure by the Vendor to request an increase in rates in accordance with these terms shall result in the continuation of the rates contained in the agreement until the next scheduled rate increase request date. If the request in not made within the timeframe specified above, an increase for that year will be forfeited. No retroactive contract price adjustments will be allowed. An increase, which Procurement Management determines is excessive, regardless of any documentation supplied by the Vendor, may be cause for cancellation of the contract by Procurement Management. Procurement Management will notify using agencies and Vendor in writing the effective date of any increase approval. However, the Vendor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices.
- 3.7.3. Price decreases that affect the cost of materials, labor, and transportation are required to be passed on to the County immediately. Failure to do so will result in action to recoup such amounts.

3.8 Invoicing

- 3.8.1. The awarded Vendors shall submit with their invoice and request for payment, a copy of all weight tickets that substantiate the invoice.
- 3.8.2. Invoices received for payment without purchase order and without signed delivery tickets will not be paid. Invoices must be received in a timely manner. Tickets dated prior to one month of invoice date will not be paid.

End of Scope of Work and Specifications Section

REQUIRED FORMS INVITATION TO BID

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

Form # Title/Description

1 Solicitation Response Form

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

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

1a Bid/Proposal Form

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

1b Business Relationship Disclosure Requirement (as applicable)

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

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

2 Affidavit Certification Immigration Laws

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

3 Reference Survey

Provide this form to reference respondents. For Bids, this form will be requested from the apparent low Bidder prior to the award. (not required to submit with bid)

- 1. **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.)
- 2. **Section 2**: Enter the name of the Bidder/Proposer; provide the project information in which the reference respondent is to provide a response.
- 3. The reference respondent should complete "Section 3."
- 4. Section 4: The reference respondent to print and sign name
- 5. **Reference responses** are to be provided upon request.
- 6. Failure to obtain reference surveys may make your company non-responsive.

Negligence or Breach of Contract Disclosure Form 1

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

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

5 Affidavit Principal Place of Business

Certifies Bidder's location information.

Sub-Contractor List (as applicable) 6

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

7 Public Entity Crime Form

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

Bid/Proposal Label (Required)

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

Include any licenses or certifications requested (as applicable)

Local Business Tax Account (as applicable)

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

Form 1 – Solicitation Response Form



LEE COUNTY PROCUREMENT MANAGEMENT SOLICITATION RESPONSE FORM

Date Submitted:		D	Deadline Date	: 2/1	.6/2018
SOLICITATION IDENTIFICATION:	B180017	RJD			
SOLICITATION NAME: Annual – Su	pply of Pit	Shell			
COMPANY NAME:					
NAME & TITLE: (TYPED ORPRINTED)				-	
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 SCOUNTY PROCUREMENT MANATHE COUNTY WILL POST ADDENIES By responding to this sealed solicitation further warrants and represents that: Bifollowing addenda:	GEMENT DA TO THIS n, the Bidde idder/Propos	WEB SITE FOR AS WEB PAGE, BUTA Proposer makes a ser has examined c	ANY ADDEN T WILL NOT all representation copies of all the	DA ISSUE NOTIFY ons require solicitation	D FOR THIS PROJECT. End by the instructions and on documents and of the
No Dated: No Dated:	No	Dated:	No	0	Dated:
No Dated:	No	Dated:	N	0	Dated:
Tax Payer Identification Number: (1) Employ ** Lee County coll		ion Number -OI- (cial security numb			

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)

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

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 nonresponsive. Business Relationship Applicable (request form) Business Relationship NOT Applicable Disadvantaged Business Enterprise (DBE) bidder/proposer? If yes, please attach a current certificate. 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) (Affix Corporate Seal, as applicable) Authorized Representative's Title (printed or typed) Witnessed/Attested by: (Witness/Secretary name and title printed or typed) Witness/Secretary Signature Authorized Representative's 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 FEI/EIN Number

5111111111

Date Filed

09/22/1980

State

Status

ACTIVE

Last Event

AMENDED AND RESTATED ARTICLES

Event Date Filed

07/25/2006

Principal Address

Event Effective Date NONE

Verify either Principal or Mailing address is on Form 1

555 N Main Street Your Town, USA 99999

Changed 02/11/2012

Mailing Address

555 N Main Street MYour Town, USA 99999

Changed 02/11/2012

Registered Agent Name & Address

My Registered Agent 111 Registration Road Registration, USA99999

Name Changed:12/14/2006

Address Changed: 12/14/2006 Officer/Director Detail

Name & Address

TitleP

President, First 555 AVENUE Anytown, USA99999

Title V President, Second 555 AVENUE Anytown, USA99999

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:

a corporate resolution by the Board of Directors, or

an extract of minutes, or 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

Lee County Procurement Management BID/PROPOSAL FORM

SOUTHWEST FLORIDA	<u> </u>	I KOI OSAL I	ORM	
Company Name:	Dogonal description			
Solicitation # B180017RJD Solicitate Having carefully examined the "Terms and Conditional Contained herein, propose to furnish the following	itions", and the "Detailed Sco			all of which are
Term The successful bidder shall be responsible for fur or services on an "as needed basis" for a one-year of Work or specifications upon the approval of bo (3), additional one (1) year periods. Basis of Award When awards are made to multiple bidder/proporteriary as applicable.	(1) period. There may be an th the County and the success	option to extend sful bidder at the	this contract as time of extension	specified in the Scope on or renewal for three
Bidder must provide pricing for all line items list as Non-Responsive and therefore ineligible for av The awarded Vendors shall appoint a person or pereadily available during normal work hours by ph	vard. ersons to act as a primary con	tact with Lee Cou	unty. This perso	on or designee shall be
in this bid. Note: The quantities listed herein are for evaluation purp the County reserves the right to order only such quantities.	poses only and are estimated of	quantities. Prospe	ctive Vendors a	are hereby notified that
ANNU	UAL – SUPPLY OF PI	T SHELL		
<u>Description</u>	<u>Unit of</u> <u>Measur</u>		<u>Unit Cost</u>	Total Cost
Pit Shell Plan	t Loaded in County Veh	icle – No Deli	very	
Plant Location:	ton	1		×
Pit Shell Supplied	and Delivered		Unit Cost	Total Including Delivery
Delivered North of the Caloosahatche (Pine Island Included)	ee River ton	1		
Delivered South of the Caloosahatche	ee River ton	1		ř
Delivered to Boca Grande	ton	1		
Delivered to Sanibel Island	ton	1	>	
Vendor Primary Contact:		Contact	Number:	
Submitted By:			*	
Signature		Date		

Form 2 - Affidavit Certification of Immigration Laws



AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: B180017RJD SOLICITATION NAME: ANNUAL - SUPPLY OF PIT SHELL

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 GROUND'S 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 <u> </u>		<u> </u>			
	instrument was sign (Print or Type Na		who has pro		_day of
(Type of Ident	ification and Number				
Notary Public	Signature				·
Printed Name	of Notary Public				
Notary Comm	ission Number/Expi	iration			

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. <u>LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING</u> <u>DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.</u>

Form 3 Reference Survey



Lee County Procurement Management

REFERENCE SURVEY

Solicitation # B180017RJD

ANNUAL - SUPPLY OF PIT SHELL

Section 1 Ref	erence Respondent Information	Please	return completed form	to:
FROM:	2	Bidder/Proposer:		
COMPANY:		Due Date:		
PHONE #:		Total # Pages:	l	
FAX #:		Phone #:	Fax #:	
EMAIL:		Bidder/Proposer E-Ma	nil:	
Section 2	Enter Bidder/Proposer Information , as applicable S	Similar Performed Project (Bidder/Proposer to enter of	details of a project performed for above	reference respondent)
Bidder/Proposer Name	e:			
Reference Project Name:	Project Add	dress:	Project Cost:	
Summarize Scope:				
I	al or your company has been	given as a reference on the	project identified al	bove. Please
provide your respo Section 3	nses in section 3 below.			Indicate: "Yes" or "No"
1. Did this con	mpany have the proper resourc	ces and personnel by which to	get the job done?	
2. Were any p	oroblems encountered with the	company's work performance	e?	
3. Were any c	hange orders or contract amen	dments issued, other than ow	ner initiated?	
4. Was the job	completed on time?	0.0000000000000000000000000000000000000		
5. Was the job	completed within budget?			
	of one to ten, ten being best, he e, considering professionalism	; final product; personnel; res		,
7. If the oppor	tunity were to present itself, w	ould you rehire this company	y?	
8. Please provi	ide any additional comments p	pertinent to this company and	the work performed t	for you:
Section 4			20 20	
Reference Name (Print	e	Please submit nor	n-Lee County employe	es as references
Reference Signature				

Form 4 -Negligence or Breach of Contract Disclosure Form

Ver 11/07/2016-2



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

Company Name:

Final Outcome (who prevailed)					
Claim Reason (initial circumstances)					
Project					
Court County/State		14			
Case Number County/State					
Type of Incident Incident Date Plaintiff Alleged Negligence And (Who took action or Date Filed against your company)	,			5	-
Incident Date And Date Filed					
Type of Incident Alleged Negligence or Breach of Contract					

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 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 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 return with your submission package. This form should also include the primary partners listed in your submission. Do not include submit your own variation.

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,	1	1,000

Total pages

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



AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

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

Cor	npany Name:			
				2.6.00.000
Printe	d name of authorized signer Title			
\Rightarrow				
Autho	rized Signature Date			
affic	signee of this Affidavit guarantee, as evidenced by the sworn adavit to interrogatories hereinafter made. <u>LEE COUNTY RES</u> <u>CUMENTATION, AS EVIDENCE OF SERVICES PROVID</u>	ERVES THE	E RIGHT T	
	ary: e of unty of			
	foregoing instrument was signed and acknowledged before me	e this		day of
20		ž		who has produced
			as identi	ification (or personally known)
	Type of ID and number			
⇒ Notar	y Public Signature	Notary Commission	on Number and a	waitation
Ivotai	y Lubic Signature	riotary Commissio	on realistic and c	хрианов
1.	Principal place of business is located within the boundaries o	f:	Lee C	county or County
		50	Non-I	•
	Local Business Tax License #			(
2.	Address of Principal Place of Business:			9
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		<u> </u>	
6.	Does your company have a Drug Free Workplace Policy	Yes	No	

Form 6-Sub-contractor List

SOUTHWEST FLORIDA

SUB-CONTRACTOR LIST

3		Point Of Contact Or	Phone Number	Qualified	Amount or
Sub-contractor Name	Area Of Work	Project Supervisor	and Email	Ves/No	Percentage of Total
				8	
	,				
			v x		
			4		
					5
			-		-

dollar value or percentage that the sub-contractor will be performing. If sub-contractors qualify as Disadvantaged Business Enterprise (DBE) Please include sub-contractors name, area of work (i.e. mechanical, electrical, etc.) and a valid phone number and email. Also include the contractors, please attach a current certificate. 1.

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

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 sworm statement: On the attached sheet.) Required as per IRS Form W-9.

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the Unites States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understate that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - A predecessor or successor of a person convicted of a public entity crime:
 - 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), <u>Florida Statutes</u>, 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, sharehold	ders
employees, members, and agents who are active in management of an entity nor affiliate of the entity have been cha	arged
with and convicted of a public entity crime subsequent to July 1, 1989.	

Public Entity Crime Form

The entity submitting this sworn statement shareholders, employees, member, or agents who are a been charged with and convicted of a public entity crir	active in management of the entity, or an at	
The entity submitting this sworn statement shareholders, employees, member, or agents who are been charged with and convicted of a public entity crir proceeding before a Hearing Officer of the State of Flowby the Hearing Officer determined that it was not in the on the convicted vendor list. (Attach a copy of the final	active in management of the entity, or an a me subsequent to July 1, 1989. However, the rida, Division of Administrative Hearing and the public interest to place the entity submitted	affiliate of the entity has nere has been subsequent d the Final Order entered
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS IS VALID THROUGH DECEMBER 31 OF THE CALENDAR AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOF THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, CHANGE IN THE INFORMATION CONTAINED IN THIS F	S FOR THAT PUBLIC ENTITY ONLY AN R YEAR IN WHICH IS FILED. I ALSO U R TO ENTERING INTO A CONTRACT IN FLORIDA STATUTES, FOR CATEGOR	ND, THAT THIS FORM NDERSTAND THAT I NEXCESS OF THE
-	(Signature)	_
-	(Date)	_
STATE OFCOUNTY OF	(Build)	
PERSONALLY APPEARED BEFORE ME, the un		
who, after first being sworn by me, affixed his/her signature in of, 2	(Name of individual signing) the space provided above on this	_day
·	(NOTARY PUBLIC)	-
My Commission Expires:		

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.:	B180017RJD			
BID TITLE:	ANNUAL – SUPPLY OF PIT SHELL			
DATE DUE:	Friday, February 16, 2018			
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			
Note: submissions r	received after the time and date above will not be accepted.			

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

PLEASE PRINT CLEARLY