



B250148SAM Addendum 4

Landfill Gas Operation, Monitoring and Maintenance Services

Issue Date: 5/9/2025

Questions Deadline: 6/2/2025 05:00 PM (ET)

Response Deadline: 6/20/2025 02:30 PM (ET)

Contact Information

Contact: Sahara Morales

Address: Lee County Procurement Management
Administration

1st Floor

Procurement Management Department

2115 Second Street, 1st Floor

Fort Myers, FL 33901

Phone: (239) 533-1689

Email: smorales@leegov.com

Event Information

Number: B250148SAM Addendum 4
Title: Landfill Gas Operation, Monitoring and Maintenance Services
Type: Invitation to Bid
Issue Date: 5/9/2025
Question Deadline: 6/2/2025 05:00 PM (ET)
Response Deadline: 6/20/2025 02:30 PM (ET)
Notes: Notice to Bidder
Invitation to Bid (B)
Lee County, Florida, is requesting bids from qualified individuals/firms for the attached solicitation.

Those individuals/firms interested in being considered for this solicitation are instructed to submit, in accordance with specifications, their sealed bids, pertinent to this project prior to the date and time specified to the office of the Procurement Management Director, either electronically via Ion Wave *or* hand-delivered to 2115 Second Street, 1st Floor, Fort Myers, FL 33901.

Hand-delivered Bids shall be received in a sealed envelope, prior to the time scheduled to receive Bids, and shall be clearly marked with the solicitation name, solicitation number, bidder name, and contact information as identified in these solicitation documents. Download the Bid Invitation and complete all Attributes, Bid Lines if applicable, and Supplier Information. Ensure all requested attachments are included as specified and the Bid Invitation is signed and dated.

The sealed Bids submitted are to be publicly opened at the Lee County Procurement Management Division office located at 2115 Second Street, 1st Floor, Fort Myers, Florida 33901, and read aloud for the purpose of selecting a vendor to furnish; all necessary labor, services, materials, equipment, tools, consumables, transportation, skills and incidentals required for Lee County, Fort Myers, Florida, in conformance with solicitation documents, which include technical specifications and/or a scope of work.

The Scope of Work/Specifications for this solicitation is available from <https://leegov.ionwave.net>. Bidders who obtain Scope of Work/Specifications from sources other than <https://leegov.ionwave.net> are cautioned that the solicitation package may be incomplete. The County's official bidders list, addendum(s) and information must be obtained from <https://leegov.ionwave.net>. It is the bidder's responsibility to check for posted information. The County may not accept incomplete Bids.

Submissions containing corrupted, unreadable, or otherwise inaccessible documents may be considered non-responsive and may be disqualified from further evaluation.

Questions regarding this solicitation are to be submitted electronically at <https://leegov.ionwave.net> under the questions tab for this solicitation.

Sincerely,
Adam Brooke/Robin Dennard

Procurement Manager

*<https://leegov.ionwave.net> is the County's official posting site.

CAUTION: Bidders should take caution that the County is not responsible for any power outages or internet failures. It is suggested that you upload your response in adequate time to assure that it will post on the day prior to the closing time.

Billing Information

Address: Lee County Clerk of Court
Post Office Box 2238
Fort Myers, FL 33902-2238

Bid Activities

Pre-Bid Meeting

5/27/2025 9:00:00 AM (ET)

Location: Lee/Hendry Landfill 5500 Church Road Felda, FL 33930

For the purpose discussing the proposed project. Prospective bidders are encouraged to attend. All prospective bidders are encouraged to obtain and review plans, specifications, and scope of work for this bid before the pre-bid conference so that they may be prepared to discuss any question or concerns they have regarding this project. A site visit may follow the pre-bid conference. 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.

Bid Attachments

Formal Standard Bid Terms and Conditions 06-12-24.pdf

[View Online](#)

Formal Standard Bid Terms and Conditions.pdf

Formal Bid Standard Insurance Guide.pdf

[View Online](#)

Formal Bid Standard Insurance Guide

Formal Bid Special Conditions.pdf

[View Online](#)

Formal Bid Special Conditions

Formal Bid Scope and Specifications.pdf

[View Online](#)

Formal Bid Scope and Specifications

Att A Lee Hendry Landfill H & S site plan.pdf

[View Online](#)

Attachment A – Lee Hendry Regional Solid Waste Disposal Facility Site Health and Safety Plan.

Att B- GCCS specs.pdf

[View Online](#)

Attachment B – Lee Hendry regional Solid Waste Disposal Facility 2024 Gas Collection and Control System.

Att C- LEE HENDRY 2024 GCCS - CONSTRUCTION SET.pdf

[View Online](#)

Attachment C - Lee Hendry regional Solid Waste Disposal Facility 2024 Gas Collection and Control System Plans Drawing.

Addendum 1.pdf

[View Online](#)

Addendum 1

Addendum 2.pdf

[View Online](#)

Addendum 2

Final Addendum 3.pdf

Addendum 3

[View Online](#)**Addendum 4.pdf**

Addendum 4

[View Online](#)**Attachment D - Revised Addendum 4 - Table 1 Maintenance Schedule.pdf**

Addendum 4 - Attachment D - Table 1 Maintenance Schedule

[View Online](#)**Addendum 3 - Attachment E - Title V Construction Permit.pdf**

Addendum 3 - Attachment E - Title V Construction Permit

[View Online](#)**Addendum 3 - Attachment F - Statement of Basis - Title V Operations Permit.pdf**

Addendum 3 - Attachment F - Statement of Basis - Title V Operations Permit

[View Online](#)**Addendum 3 - Attachment G - Final Permit Renewal signed - Title V Operations Permit.pdf**

Addendum 3 - Attachment G - Final Permit Renewal signed - Title V Operations Permit

[View Online](#)**Addendum 3 - Attachment H - Final Permit Renewal - Title V Operations Permit.pdf**

Addendum 3 - Attachment H - Final Permit Renewal - Title V Operations Permit

[View Online](#)**Addendum 3 - Attachment I - Final Notice signed - Title V Operations Permit.pdf**

Addendum 3 - Attachment I - Final Notice signed - Title V Operations Permit

[View Online](#)**Addendum 3 - Attachment J - Final Notice - Title V Operations Permit.pdf**

Addendum 3 - Attachment J - Final Notice - Title V Operations Permit

[View Online](#)**Addendum 3 - Attachment K - Final Determination - Title V Operations Permit.pdf**

Addendum 3 - Attachment K - Final Determination - Title V Operations Permit

[View Online](#)**Addendum 3 - Attachment L - Final Appendices - Title V Operations Permit.pdf**

Addendum 3 - Attachment L - Final Appendices - Title V Operations Permit

[View Online](#)**Addendum 3 - Attachment M - Pre-Bid Sign-In sheet.pdf**

Addendum 3 - Attachment M - Pre-Bid Sign-In sheet

[View Online](#)**Sunbiz_Sample.pdf**

Sunbiz_Sample.pdf

[View Online](#)**Affidavit Certification of Immigration Laws.pdf**

Affidavit Certification of Immigration Laws.pdf

[View Online](#)**Reference Survey.pdf**

Reference Survey.pdf

[View Online](#)**Negligence Breach and or Non-Compliance Disclosure Form.pdf**

Negligence Breach and or Non-Compliance Disclosure Form.pdf

[View Online](#)**Sub-Contractor Consultant List.pdf**

Sub-Contractor Consultant List

[View Online](#)**Public Entity Crime Form.pdf**

Public Entity Crime Form.pdf

[View Online](#)**Affidavit of Compliance with Florida Statutes.pdf**

Affidavit of Compliance with Florida Statutes.pdf

[View Online](#)**Formal Standard Bid Sealed Bid Label (2).pdf**

Bid Seal Bid Label

[View Online](#)

Sunbiz Registration

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).

(Attachment required)

(Attachment required)

(Attachment required)

(Attachment required)

If Sub-Contractors/Consultants be utilized on this project?, please complete and attach the "Sub-Contractor List" form. If sub-contractors will be utilized, but are unknown at the time of submission, attach the form stating "unknown at this time."

(Attachment required)

(Attachment required)

1	Company Name
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Provide full company name as listed on Sunbiz.

(Required: Maximum 100 characters allowed)

2 Primary Point of Contact Name

Provide primary point of contact name and title for submitted information.

(Required: Maximum 1000 characters allowed)

3 Primary Point of Contact Email

Please provide an email address for the primary point of contact.

(Required: Email address)

4 Primary Point of Contact Telephone

Please provide a telephone number for the primary point of contact.

(____) ____ - ____ ext: _____

(Required)

5 Physical Business Address

Please provide the physical address for the company.

(Required: Maximum 1000 characters allowed)

6 Location Principal Place of Business

Principal place of business is located within the boundaries of:

☐ Lee County, FL ☐ Non-Local

(Required: Check only one)

7 Longevity

Number of years at principal place of business:

(Required: Numbers only)

8 Local Business Tax License #

If applicable, provide Lee County business tax license number with expiration date. Attach a copy of the current license with your solicitation package.

(Optional: Maximum 1000 characters allowed)

9 Addendum Acknowledgement

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 submitting this bid/proposal package, 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 addenda. Please acknowledge the number of addendum(s) reviewed.

(Required: Numbers only)

10 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

(Required: Maximum 20 characters allowed)

1
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.

☐ Accept ☐ Reject

(Required: Check only one)

1
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.

☐ Certify ☐ Reject

(Required: Check only one)

1
3 **Business Relationship Disclosure**

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

(Required: Check only one)

1
4 **Disadvantaged Business Enterprise**

Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) Proposer? If yes, please attach a current certificate.

☐ Yes (Current certificate is attached) ☐ No

(Required: Check only one)

**1
5 Acknowledge Completion Requirements and Pricing**

I acknowledge and understand that any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures on any forms may result in the submission being declared non-responsive by the County. 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. Bidders may not adjust or modify County-authored data as provided within the Bid Schedule. Bids received with modified data may deem the Bidder as non-responsive and ineligible for award.

☐ I agree.

(Required: Check if applicable)

**1
6 Vendor Acknowledgement and Acceptance of Terms and Conditions**

The Terms and Conditions have been reviewed and are being accepted by the submission of this bid.

☐ Acknowledge and Accept

(Required: Check if applicable)

**1
7 Vendor Acknowledgement and Acceptance of Insurance Requirements**

The Lee County Insurance Requirements have been reviewed and are being accepted by the submission of this bid.

☐ Acknowledge and Accept

(Required: Check if applicable)

**1
8 Vendor Acknowledgement and Acceptance of Special Conditions**

The Special Conditions have been reviewed and are being accepted by the submission of this bid.

☐ Acknowledge and Accept

(Required: Check if applicable)

**1
9 Vendor Acknowledgement and Acceptance of Scope and Specifications**

The Scope of Work and Specifications have been reviewed and are being accepted by the submission of this bid.

☐ Acknowledge and Accept

(Required: Check if applicable)

**2
0 Criteria 1 – Vendor to demonstrate they hold three contracts currently or in the past 3 years with municipal agencies for similar services at active Class I Landfills in the State of Florida.**

Criteria 1 – Can the Vendor demonstrate they hold three contracts currently or in the past 3 years with municipal agencies for similar services at active Class I Landfills in the State of Florida?

☐ Yes ☐ No

(Required: Check only one)

**2
1 Minimum Qualification Criteria #1 - Project #1 - Project Name**

If you answered YES to question #20, provide details as requested below:

(Required: Maximum 1000 characters allowed)

**2
2 Minimum Qualification Criteria #1 - Project #1 - Project Start Date:**

If you answered YES to question #20, provide details as requested below:

__	__	/	__	__	/	__	__	__	__
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(Required)

2
3**Minimum Qualification Criteria #1 - Project #1 - Project Completion Date:**

If you answered YES to question #20, provide details as requested below:

(Required)

2
4**Minimum Qualification Criteria #1 - Project #1 - Client Name:**

If you answered YES to question #20, provide details as requested below:

(Required: Maximum 1000 characters allowed)

2
5**Minimum Qualification Criteria #1 - Project #1 - Location:**

If you answered YES to question #20, provide details as requested below:

(Required: Maximum 1000 characters allowed)

2
6**Minimum Qualification Criteria #1 - Project #1 - Contact Information: Name:**

If you answered YES to question #20, provide details as requested below:

(Required: Maximum 1000 characters allowed)

2
7**Minimum Qualification Criteria #1 - Project #1 - Contact Information: Phone:**

If you answered YES to question #20, provide details as requested below:

 (____) ____ - ____ ext:

(Required)

2
8**Minimum Qualification Criteria #1 - Project #1 - Contact Information: Email:**

If you answered YES to question #20, provide details as requested below:

(Required: Email address)

2
9**Minimum Qualification Criteria #1 - Project #1 - Scope of Work**

If you answered YES to question #20, provide details as requested below:

(Required: Maximum 4000 characters allowed)

30 Minimum Qualification Criteria #1 - Project #2 - Project Name

If you answered YES to question #20, provide details as requested below:

(Required: Maximum 1000 characters allowed)

31 Minimum Qualification Criteria #1 - Project #2 - Project Start Date:

If you answered YES to question #20, provide details as requested below:

(Required)

32 Minimum Qualification Criteria #1 - Project #2 - Project Completion Date:

If you answered YES to question #20, provide details as requested below:

(Required)

33 Minimum Qualification Criteria #1 - Project #2 - Client Name:

If you answered YES to question #20, provide details as requested below:

(Required: Maximum 1000 characters allowed)

34 Minimum Qualification Criteria #1 - Project #2 - Location:

If you answered YES to question #20, provide details as requested below:

(Required: Maximum 1000 characters allowed)

35 Minimum Qualification Criteria #1 - Project #2 - Contact Information: Name:

If you answered YES to question #20, provide details as requested below:

(Required: Maximum 1000 characters allowed)

36 Minimum Qualification Criteria #1 - Project #2 - Contact Information: Phone:

If you answered YES to question #20, provide details as requested below:

 ext:

(Required)

37 Minimum Qualification Criteria #1 - Project #2 - Contact Information: Email:

If you answered YES to question #20, provide details as requested below:

(Required: Email address)

3
8**Minimum Qualification Criteria #1 - Project #2 - Scope of Work**

If you answered YES to question #20, provide details as requested below:

*(Required: Maximum 4000 characters allowed)*3
9**Minimum Qualification Criteria #1 - Project #3 - Project Name**

If you answered YES to question #20, provide details as requested below:

*(Required: Maximum 1000 characters allowed)*4
0**Minimum Qualification Criteria #1 - Project #3 - Project Start Date:**

If you answered YES to question #20, provide details as requested below:

*(Required)*4
1**Minimum Qualification Criteria #1 - Project #3 - Project Completion Date:**

If you answered YES to question #20, provide details as requested below:

*(Required)*4
2**Minimum Qualification Criteria #1 - Project #3 - Client Name:**

If you answered YES to question #20, provide details as requested below:

*(Required: Maximum 1000 characters allowed)*4
3**Minimum Qualification Criteria #1 - Project #3 - Location:**

If you answered YES to question #20, provide details as requested below:

*(Required: Maximum 1000 characters allowed)*4
4**Minimum Qualification Criteria #1 - Project #3 - Contact Information: Name:**

If you answered YES to question #20, provide details as requested below:

(Required: Maximum 1000 characters allowed)

4 5	Minimum Qualification Criteria #1 - Project #3 - Contact Information: Phone: If you answered YES to question #20, provide details as requested below: () - ext: <i>(Required)</i>
4 6	Minimum Qualification Criteria #1 - Project #3 - Contact Information: Email: If you answered YES to question #20, provide details as requested below: <i>(Required: Email address)</i>
4 7	Minimum Qualification Criteria #1 - Project #3 - Scope of Work If you answered YES to question #20, provide details as requested below: <i>(Required: Maximum 4000 characters allowed)</i>
4 8	Criteria 2 – Field Service Technician: Minimum 3 years of experience performing, monitoring activities, system inspections (able to identify issues with the system), well repair. Criteria 2 – Field Service Technician: Can the vendor demonstrate the Field Service Technician has a minimum 3 years of experience performing, monitoring activities, system inspections (able to identify issues with the system), well repair? (Must be able to demonstrate upon request.) ☐ Yes ☐ No <i>(Required: Check only one)</i>
4 9	Criteria 3 – Project Foreman: Minimum 5 years of experience been in charge for overseeing construction services on-site, related to non-routine and overtime/emergency service, and hold butt-fusion welding and electrofusion welding certification. Criteria 3 – Project Foreman: Can the vendor show the Project Foreman has a minimum 5 years of experience been in charge for overseeing construction services on-site, related to non-routine and overtime/emergency service, and hold butt-fusion welding and electrofusion welding certification. (Must be able to demonstrate upon request.) ☐ Yes ☐ No <i>(Required: Check only one)</i>
5 0	Criteria 4 – Heavy Equipment Operator: Minimum 5 year of experience operating heavy equipment (excavator, front-end loader, and bulldozer) by prior jobs Criteria 4 – Heavy Equipment Operator: Can the vendor show Heavy Equipment Operator(s) have a minimum 5 years of experience operating heavy equipment (excavator, front-end loader, and bulldozer) by prior jobs? (Must be able to demonstrate upon request.) ☐ Yes ☐ No <i>(Required: Check only one)</i>

Bid Lines

1	Package Header Category 1 - Routine Services
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Quantity: 1

Total: \$

Package Items

1.1 Staff Workshop - Annual

(Response required)

Quantity: 1 UOM: EA

Price: \$

Total: \$

1.2 Wellfield Monitoring (11 wellheads) - Monthly

(Response required)

Quantity: 12 UOM: EA

Price: \$

Total: \$

1.3 Flare Testing - Quarterly

(Response required)

Quantity: 4 UOM: EA

Price: \$

Total: \$

1.4 Surface Emissions Monitoring (120 acres) - quarterly

(Response required)

Quantity: 4 UOM: EA

Price: \$

Total: \$

1.5 Flare Maintenance - Quarterly

(Response required)

Quantity: 4 UOM: EA

Price: \$

Total: \$

1.6 Flare Testing (Annual)

(Response required)

Quantity: 1 UOM: EA

Price: \$

Total: \$

1.7 Flare Maintenance - Semi-Annual

(Response required)

Quantity: 2 UOM: EA

Price: \$

Total: \$

1.8 Flare Maintenance - Annual

(Response required)

Quantity: 1 UOM: EA

Price: \$

Total: \$

2 Line deleted as part of an Addendum

3 Package Header

Category 2 - Non-Routine Services

Quantity: 1

Total: \$

Package Items

3.1 Field Service Technician

(Response required)

Quantity: 300 UOM: Hours

Price: \$

Total: \$

3.2 Project Foreman

(Response required)

Quantity: 100 UOM: Hours

Price: \$

Total: \$

3.3 Heavy Equipment Operator*(Response required)*Quantity: 100 UOM: Hours

Price: \$

Total: \$

3.4 Construction Laborer*(Response required)*Quantity: 100 UOM: Hours

Price: \$

Total: \$

3.5 Trip Charge Fee*(Response required)*Quantity: 1 UOM: EA

Price: \$

Total: \$

4 Package Header

Category 3 - Parts & Supplies (includes shipping)

Quantity: 1

Total: \$

Package Items**4.1 Repair Components/ Parts: Percentage mark up on Vendor Cost (Max 15%)***(Response required)*Quantity: 1 UOM: Percentage

Total: %

Item Notes: The County anticipates the cost of material for this project to be around \$75,000.00. Bid the material mark up percentage for your company not to exceed 15%.

5 Package Header

Category 4 - Hourly Rates - Overtime / Emergency

Quantity: 1

Total: \$

Package Items**5.1 Field Service Technician***(Response required)*Quantity: 1 UOM: Hours

Price: \$

Total: \$

5.2 Project Foreman*(Response required)*Quantity: 1 UOM: Hours

Price: \$

Total: \$

5.3 Heavy Equipment Operator*(Response required)*Quantity: 1 UOM: Hours

Price: \$

Total: \$

5.4 Construction Laborer*(Response required)*Quantity: 1 UOM: Hours

Price: \$

Total: \$

5.5 Trip Charge Fee
(Response required)

Quantity: 1 UOM: EA Price: \$ Total: \$

6 Line deleted as part of an Addendum

7 Package Header

Category 5 - Job-Related Costs

Quantity: 1 Total: \$

Package Items

7.1 Equipment: Upon prior County approval, all additional equipment deemed “necessary” to be rented or leased for use on a project under this solicitation shall include a 10% mark-up.

Total: %

7.2 Third-party testing: All third-party testing needed under this solicitation shall include a 10% mark-up.

Total: %

7.3 The vendor shall be responsible for all costs associated with the use of subcontractors. A subcontractor mark-up shall not exceed 10%.

Total: %

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

By submitting responses to Lee County Procurement Management, each vendor hereby agrees to the terms and conditions stated herein. Vendor hereby agrees to conducting transactions with Lee County Procurement Management by electronic means. The vendor and Lee County agree that electronic signatures of the vendor included in documents to Lee County Procurement Management are intended to authenticate the writing. The vendors' electronic signature shall have the same force and effect as manual signatures. Electronic Signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures pursuant to the Electronic Signature Act of 1996 (Fla. Stat. § 668.001 et seq.) and the Uniform Electronic Transaction Act (Fla. Stat. § 668.50) as amended from time to time.

Print Name

Signature

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 County Purchasing
 - 2.1.2. Lee County Procurement Management Ordinance 22-06 & 23-21
 - 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 Ordinance 22-06 & 23-21
 - 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. FL § 337.168 Confidentiality of official estimates, identities of potential bidders, and bid analysis and monitoring system.
- 3.1.6. 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.

6.4. **Prohibition Against Considering Social, Political Or Ideological Interests in Government Contracting – F.S. 287.05701:** Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the County's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

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.
- 14.2. A Vendor that assisted in preparing and/or writing a scope of work and/or specifications may not submit a bid or proposal for County consideration on that project.

15. ANTI-LOBBYING CLAUSE (Cone of Silence)

- 15.1. 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. ANTITRUST VIOLATION

- 16.1. A person or an affiliate who has been placed on the antitrust violator vendor list, available at [Antitrust Violator Vendor List / Vendor Registration and Vendor Lists / State Agency Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS \(myflorida.com\)](#), following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to Lee County; may not submit a bid, proposal, or reply for a new contract with Lee County for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to Lee County; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with Lee County; and may not transact new business with Lee County.

17. DRUG FREE WORKPLACE

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

18. FLORIDA CERTIFIED ENTERPRISES

- 18.1. The County encourages the use of Florida Certified Enterprises such as such as Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms.
- 18.2. Bidder/Proposer is requested to indicate whether the Firm and/or any proposed sub-consultants are a Florida Certified Enterprise. Lee County encourages the utilization and participation of DBE, MBE, WBE, VBE or similar 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 Florida Certified Enterprises such as Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms and similar are encouraged to submit.

19. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

- 19.1. The bidder agrees to comply, in accordance with 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.
- 19.2. 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.
- 19.3. 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.
- 19.4. 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.

20. SUB-CONTRACTOR

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

21. BID - PROJECT GUIDELINES (as applicable)

- 21.1. 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:
 - 21.1.1. No amount of work is guaranteed upon the execution of an Agreement/Contract.
 - 21.1.2. Rates and all other negotiated expenses will remain in effect throughout the duration of the Agreement/Contract period.
 - 21.1.3. This contract does not entitle any bidder to exclusive rights to County Agreement/Contracts. The County reserves the right to perform any and all available required work in-house or by any other means it so desires.
 - 21.1.4. 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.
 - 21.1.5. Lee County reserves the right to add or delete, at any time, and or all material, tasks or services associated with this Agreement/Contract.
 - 21.1.6. 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.

22. BID – TIEBREAKER

- 22.1. 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.
 - 22.1.1. 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.**
 - 22.1.2. 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.
 - 22.1.3. 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.

- 22.2. 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.
- 22.3. 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.

23. WITHDRAWAL OF BID

- 23.1. 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.
- 23.2. A bidder may withdraw a submission any time prior to the opening of the solicitation.
- 23.3. 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:
 - 23.3.1. The bidder acted in good faith in submitting the bid,
 - 23.3.2. 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,
 - 23.3.3. The mistake was not the result of gross negligence or willful inattention by the bidder; and
 - 23.3.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally awarded the Agreement/Contract.

24. PROTEST RIGHTS

- 24.1. 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.
- 24.2. 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.
- 24.3. Refer to the "Procurement Protest" section of the Lee County Procurement Ordinance 22-06 & 23-21 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.
- 24.4. 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.
 - 24.4.1. The notice shall clearly indicate all grounds being claimed for the protest.
 - 24.4.2. 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.
- 24.5. 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.
- 24.6. **Failure to follow the protest procedures requirement within the time frames as prescribed herein and in the Lee County Procurement Ordinance 22-06 & 23-21 shall constitute a waiver of the right to protest and shall bar any resulting claims.**

25. AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES

- 25.1. 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.

26. CONTRACT ADMINISTRATION

- 26.1. **Designated Contact:**
 - 26.1.1. 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.

- 26.1.2. 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.
- 26.2. **BID – Term:** (unless otherwise stated in the Scope of Work or Detailed Specifications)
 - 26.2.1. Unless otherwise stated in the scope of work, specifications, or special conditions the default **contract term shall be for one (1), three (3) year 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 term of two (2) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.**
 - 26.2.2. The County reserves the right to renew this Agreement/Contract (or any portion thereof) and to negotiate pricing as a condition for each.
 - 26.2.3. The County’s performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.
- 26.3. **BID – Basis of Award:**
 - 26.3.1. The bid is awarded under a system of sealed, competitive bidding to the lowest responsive and responsible bidder.
 - 26.3.2. 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.
 - 26.3.3. 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.
 - 26.3.4. 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.
- 26.4. **Agreement/Contracts:**
 - 26.4.1. 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>.
- 26.5. **Records:**
 - 26.5.1. 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.
 - 26.5.2. 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:
 - 26.5.2.1. Keep and maintain public records required by the County to perform the service.
 - 26.5.2.2. 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.
 - 26.5.2.3. 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.
 - 26.5.2.4. 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.

26.5.3. **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, Email at PRRCustodian@leegov.com or Visit <http://www.leegov.com/publicrecords>.**

26.5.4. **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.

26.6. Termination:

26.6.1. **MATERIAL BREACH** A Contractor may be Terminated for Cause by the County, at the sole discretion of the Procurement Management Director, for failing to perform a contractual requirement or for a material breach of any term or condition. A material breach of a term or condition of the Agreement may include but is not limited to: 1. Contractor failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the Agreement; 2. Contractor failure to carry out any warranty or fails to perform or comply with any mandatory provision of the Agreement; 3. Contractor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; 4. Contractor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the Contractor's proper performance hereunder; 5. Appointment of any receiver, trustee, or similar official for Contractor or any of the Contractor's property and such appointment endangers the Contractor's proper performance hereunder; 6. A determination that the Contractor is in violation of federal, state, or local laws or regulations and that such determination renders the Contractor unable to perform any aspect of the Agreement.

26.6.2. **OPPORTUNITY TO CURE** In the event that Contractor fails to perform a contractual requirement or materially breaches any term or condition, the County may issue a written cure notice. The Contractor may have a period of time in which to cure. The County is not required to allow the Contractor to cure defects if the opportunity for cure is not feasible as, determined solely within the discretion of the County. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, or otherwise affect any other remedies available against Contractor under the Agreement or by law. If the breach remains after Contractor has been provided the opportunity to cure, the County may do any one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this Agreement and any related contracts or portions thereof; 3. Procure replacements and impose damages as set forth elsewhere in this Agreement, if applicable; 4. Impose actual or liquidated damages; 5. Suspend or bar Contractor from receiving future solicitations or other opportunities; 6. Require Contractor to reimburse the County for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Agreement.

26.6.3. **TERMINATION FOR CAUSE** In the event the Procurement Management Director, in his/her sole discretion, determines that the Contractor has failed to comply with the conditions of this Agreement in a timely manner or is in material breach, the Procurement Management Director has the right to terminate this Agreement, in part or in whole. The Procurement Management Director shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within thirty (30) calendar days or as otherwise specified by the Procurement Management Director, or if such corrective action is deemed by the County to be insufficient, the Agreement may be terminated. The County reserves the right to withhold further payments or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the Contractor or a decision by the County to terminate the Agreement. In the event of termination, the County shall have the right to procure any replacement materials, supplies, services and/or equipment that are the subject of this Agreement on the open market. In addition, the Contractor shall be liable for damages as authorized by law including, but not limited to, any price difference between the original Agreement and the

replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. If it is determined that: (1) the Contractor was not in material breach; or (2) failure to perform was outside of Contractor's or its subcontractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience." The rights and remedies of the County provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

- 26.6.4. **TERMINATION FOR CONVENIENCE** Except as otherwise provided in this Agreement, the County, at the sole discretion of the Procurement Management Director, may terminate this Agreement, in whole or in part by giving thirty (30) calendar days written notice beginning on the second day after mailing to the Contractor. If this Agreement is so terminated, the County shall be liable only for payment required under this Agreement for properly authorized services rendered, or materials, supplies and/or equipment delivered to and accepted by the County prior to the effective date of Agreement termination. The County shall have no other obligation whatsoever to the Contractor for such termination.
- 26.6.5. 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 22-06 & 23-21.
- 26.6.6. 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.
- 26.6.7. The County reserves the right to terminate award or contract following any of the below for goods or services over \$1,000,000:
 - 26.6.7.1. Contractor is found to have submitted a false certification as provided under FL § 287.135 (5);
 - 26.6.7.2. 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);
 - 26.6.7.3. Contractor has engaged in business operations in Cuba or Syria (FL § 215.471);
 - 26.6.7.4. Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel. (FL § 215.4725)
 - 26.6.7.5. 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.

27. WAIVER OF CLAIMS

- 27.1. 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.

28. LEE COUNTY PAYMENT PROCEDURES

- 28.1. 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
- 28.2. All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specifications for this project.
- 28.3. 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.
- 28.4. 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.

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

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

30. DEBRIS DISPOSAL (as applicable)

- 30.1. 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.

31. SHIPPING (as applicable)

- 31.1. 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.
- 31.2. 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.

32. LOCAL VENDOR PREFERENCE

- 32.1. The Procurement Management Department will adhere to the Lee County Ordinance No. 22-06 & 23-21 and as may be amended from time to time (the County's "Local Vendor Preference"). It shall be at the discretion of the County Manager or Designee whether to apply Local Vendor Preference to any particular Solicitation.
- 32.2. The County's Local Vendor Preference, as it relates to Bidding preferences for local Vendors, is not applicable to Solicitations or Contracts when Commodities and/or Services may be provided in the event of an Emergency.
- 32.3. The County's Local Vendor Preference shall not apply in any procurement for Commodities or Services if the use of the Local Vendor Preference is prohibited by the terms of a grant or funding agreement or other prevailing law or policy.

33. INSURANCE (AS APPLICABLE)

- 33.1. 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.
- 33.2. Insurance carriers providing coverage required herein shall be licensed to conduct business in the State of Florida and shall possess a current A.M. Best's Financial Strength Rating of "B or better."

End of Terms and Conditions Section

INSURANCE GUIDE



Lee County Insurance Requirements
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Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:
 - \$1,000,000 per occurrence
 - \$2,000,000 general aggregate
 - \$1,000,000 products and completed operations
 - \$1,000,000 personal and advertising injury
- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:
 - \$1,000,000 combined single limit (CSL); 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 FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:
 - \$500,000 per accident
 - \$500,000 disease limit
 - \$500,000 disease – policy limit

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



Lee County Insurance Requirements

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. **Under the Description of Operations, the following must read as listed:**

"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are automatic additional insureds and includes an automatic waiver of subrogation with regard to general liability. The certificate holder is an additional insured on a primary and noncontributory basis with regards to general liability."

- b. **The certificate holder must read as follows:**

Lee County, a political subdivision and Charter County of the State of Florida
P.O. Box 398
Fort Myers, Florida 33902

Special Requirements:

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



SPECIAL CONDITIONS

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

1. **TERM**

- 1.1. The Vendor shall be responsible for furnishing and delivering to the Lee County requesting Department 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 no to exceed the term of two (2) 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 basis of the award shall be determined by the lowest Project Total Bid of the most responsive, responsible, and qualified Vendor meeting all bid specifications for Categories 1, 2 and 3.
- 2.2. While required, Categories 4 and 5 will not be considered as part of the basis of the award.
- 2.3. The Vendor is required to bid on all line items to be considered for an award.

3. **MINIMUM QUALIFICATIONS**

- 3.1. CONTRACTOR shall meet the minimum qualification as specified in – Minimum Qualification Requirements Criteria provided within this solicitation package to qualify for consideration of award.
- 3.2. The determination shall be based upon the examination of Minimum Qualification Requirements Criteria and associated supportive documentation (if any requested). Failure to meet the minimum qualifications listed on this solicitation, at the sole discretion of the County, may result in CONTRACTOR being deemed Non-Responsive.
- 3.3. The only minimum requirements associated with this solicitation are contained in Minimum Qualification Requirements Criteria. Any reference to minimum qualifications requirements experience contained within the solicitation attachments shall be superseded by Minimum Qualification Requirements Criteria.

SCOPE OF WORK AND SPECIFICATIONS

1. GENERAL SCOPE OF WORK:

- 1.1. The Lee County Board of County Commissioners seeks to contract a qualified Vendor to provide Landfill Gas Operations, Monitoring and Maintenance Services at Lee/Hendry Landfill. The services shall include but are not limited to the Vendor furnishing the necessary personnel, equipment, materials, supplies, transportation and services required to operate, monitor and perform maintenance services for the current 11 wellheads located on the 25-acre wellfield site.
- 1.2. Maintenance and repairs performed by the Vendor shall comply with the Landfill Gas Collection and Control System design documents, regulatory requirements and industry standards.

2. ACCESS TO COUNTY PROPERTY AND LANDFILL GAS COLLECTION AND CONTROL SYSTEM:

- 2.1. The services provided shall be performed at the Lee/Hendry Regional Solid Waste Disposal Facility at 5500 Church Road, Felda, Florida.
- 2.2. All scheduled tests and inspections shall be pre-determined and coordinated between the Vendor and the County's Landfill Manager prior to services being performed. A schedule of services for each year of the contract shall be developed by the Vendor and will be reviewed and approved by the County. Hours are subject to change based on the needs of the County.
- 2.3. Regular on-site work shall be conducted during business hours Monday – Friday 7:00 AM to 5:00 PM, excluding weekends and holidays recognized by the Lee County Solid Waste Department.
 - 2.3.1. The following is the list of holidays observed by the Solid Waste Department:
 - New Years' Day
 - Memorial Day
 - Independence Day
 - Labor day
 - Thanksgiving Day
 - Christmas Day

3. SAFETY

- 3.1. Jobsite safety is the responsibility of the vendor.
- 3.2. The Vendor is responsible for complying with Lee/Hendry Landfill Health and Safety Plan, as provided in Attachment A.
- 3.3. This project involves work in and around active Class I and Class III Landfills. The Vendor shall protect all personnel from all hazards associated with working at the landfill, including contact with leachate and other contaminated media, landfill gases, microbiological airborne contaminants, dangerous chemical, sharp objects, and other hazards. The Vendor shall comply with the “A Compilation of Landfill Gas Field Practices and Procedures” dated August 2011 by the Solid Waste Association of North America (SWANA). The Vendor shall take precautions necessary to ensure workers health and safety in compliance with OSHA Chapters 1910 and 1926, and other applicable regulations.
- 3.4. A Health and Safety Plan shall be prepared and approved by the Vendor prior to any work beginning on-site.

4. SPECIFICATIONS

A. ROUTINE SERVICES

5.1 Monthly Wellfield Tuning

- 5.1.1 Monthly monitoring of all gas extraction points for, at minimum: Pressure, temperature, flow, and composition. Tune and adjust the wellfield to minimize odors and maintain compliance with New Source Performance Standards (NSPS) parameters. The Vendor shall track corrective actions in a format suitable for NSPS compliance. Routine monthly monitoring includes an on-site review with the Landfill Manager of wellfield data, correction actions completed, and corrective actions needed.
- 5.1.2 Each month, the Vendor shall provide a report within 20 calendar days of monitoring including the results of the wellfield monitoring, inactive well status, corrective action taken, 5 and 15-day re-monitoring data, calibration documentation, heat maps of each parameter, and Vendor recommendations.
- 5.1.3 A calibrated LANDTEC GEM 5000 or equivalent to be used for wellfield monitoring.
- 5.1.4 All data must be provided to the County upon request in .csv format.
- 5.1.5 Inactive well management. The Vendor shall apply for inactive well status and track inactive wells for full compliance with NSPS parameters. Time related to inactive well management will be considered additional services.

- 5.1.6 Corrective actions and re-monitoring. Any wellfield deficiencies that require the Vendor to return to the site for corrective action shall be performed as non-routine services. Re-monitoring shall be conducted as additional services. Request to FDEP for alternative timelines to correct and re-monitor exceedances shall be considering additional services.

5.2 Quarterly Surface Emissions Monitoring

- 5.2.1 Quarterly monitoring of all landfills as specified in applicable SEM regulations as listed in NSPS XXX, Subpart OOO, and/or NESHAP AAAA; 40CFR 60 Appendix A, Method 21. This includes calibration and background concentrations, developing GPS serpentine route, developing monitoring plan, GPS documentation of actual route, and developing a penetration schedule. The monitoring plan shall be submitted to the County 10 days before the SEM event.
- 5.2.2 Lee County will provide topographic surveys and aerial data, Vendor price shall include all effort associated with setting up the site files.
- 5.2.3 A calibrated LANDTEC SEM 5000 or equivalent to be used for surface emissions monitoring.
- 5.2.4 Areas monitored shall include the Class I Landfill Cells 1-12 (note there is no Cell 6); Class III Landfill Cells 1 and 2A and Ash Monofill Cells 1-4. Should additional areas be added, this would be additional services.
- 5.2.5 Areas monitored are to include identified penetrations, areas with cover integrity issues, and areas identified with distressed vegetation or other signs of gas migration.
- 5.2.6 Dangerous locations identified at the site by monitoring personnel in collaboration with the Landfill Manager may be excluded.
- 5.2.7 Vendor will mark exceedance locations with surveyor's flags, take GPS locations, notify the landfill staff of the exceedances, and recommend corrective actions prior to leaving the site.
- 5.2.8 GPS locations shall be accurate +/- 4 meters with at least 5 decimal places.
- 5.2.9 Surface emissions recheck, both 10 days and one month, will be considered additional services.
- 5.2.10 The Vendors will provide a written report summarizing the data and details of exceedances within 20 calendar days. The report shall be suitable for regulatory submittal by Lee County.

5.3 Annual Flare Testing

- 5.3.1 Annually, the Vendor shall conduct flare performance testing to demonstrate the performance requirements of 40 CFR 60.18 and 60.752(b)(iii)(B).

- 5.3.2 The Vendor shall prepare testing protocol to be submitted to the County before testing. The Vendor shall also coordinate with FDEP regarding the date of the testing in order to allow the FDEP the opportunity to witness the test.
- 5.3.3 The Vendor shall conduct visible emissions testing in accordance with EPA Method 22 and appropriate EPA determinations.
- 5.3.4 The Vendor shall test demonstrates compliance with 40CFR 60.18(c)(3) by determining heat content of the landfill gas.
- 5.3.5 The Vendor shall test to demonstrate compliance 40CFR 60.18(c)(3) by determining the flare tip exit velocity.
- 5.3.6 The Vendor shall provide a report documenting the results of the performance test within 20 days of testing suitable for the County's submittal to FDEP.

5.4 Flare Maintenance – Semi-Annual

- 5.4.1 The Vendor shall complete semi-annual flare maintenance in accordance with table 1.
- 5.4.2 The Vendor shall meet with landfill staff prior to leaving the site and provide a copy of the completed checklist (service report). All measured or observed parameters shall be recorded in the comments section on the checklist and reported via email to the Landfill Manager.

5.5 Flare Maintenance – Annual

- 5.5.1 The Vendor shall complete annual flare maintenance in accordance with table 1. Annual maintenance event shall include items marked in the semi-annual and annual columns.
- 5.5.2 The Vendor shall meet with landfill staff prior to leaving the site and provide a copy of the completed checklist (service report). All measured or observed parameters shall be recorded on the checklist. Any additional repairs needed shall be recorded in the comments section on the checklist and reported via email to the Landfill Manager.

5.6 Annual Staff Workshop

- 5.6.1 The vendor shall provide at least one yearly workshop for County employees and at a County designated location to provide status update on the landfill gas collection and control system and present any opportunities for improvement.
- 5.6.2 An agenda and outlines shall be provided to the County at least 30 days prior to each workshop as agreed to by the County.

B. NON-ROUTINE SERVICE

- 5.7 Non-Routine services shall be identified prior to execution, which may include but are not limited to gas collection and control system repairs, surface emissions re-checks, additional wellfield monitoring, troubleshooting, etc.
- 5.8 Any additional Non-Routine services to be provided and not directly specified within the Scope of Work and Detailed Specifications shall be considered on a case-by-case basis and shall be utilized with the non-routine services' hourly rates. For additional wellfield monitoring or additional quarterly surface emissions monitoring, the unit price provided under the Routine Service category shall be applied.

C. PARTS AND SERVICES FOR REPAIR

- 5.9 Repairs that are identified as part of the monitoring, testing, and maintenance shall be handled in the following manner:
- 5.9.1 Situations that affect the continued operation of the landfill gas collection and control system or permit compliance:
 - 5.9.1.1 Contact the Landfill Manager immediately to discuss this before the technician leaves the site. The Landfill Manager will evaluate the need and determine if an emergency repair is warranted while the technician is on site.
 - 5.9.1.2 Emergency repair work shall be invoices at the rates noted in the Fee Schedule.
 - 5.9.1.3 Emergency repair work shall be initiated no more than 24 hours upon receipt of request. Details of the specific emergency response shall be determined between the County and the Vendor at the time of the request.
 - 5.9.2 Situations that require repair but are not threats to system operation nor permit compliance:
 - 5.9.2.1 The Vendor shall submit a proposal to the County for completion of repairs. Repairs shall not be made until Purchase Order has been provided to the Vendor for the respective repairs.
- 5.10 Upon approval for repairs or corrective action, all work shall be done in accordance with the applicable state and federal regulations and system design.

D. OVERTIME/EMERGENCY SERVICES

5.11 Overtime or Emergency Services refer to situations that affect the continued operation of the landfill gas collection and control system or permit compliance. The Overtime/Emergency hourly rates shall be applied.

5. PRICING

5.1. **Category 1 – Routine Services:** Shall be provided as indicated in Section 5 of the Scope of Work. Routine services rates shall include the following:

5.1.1. Wellfield monitoring – Monthly: Shall be performed on a monthly basis for the existing 11 wellheads.

5.1.2. Surface Emissions monitoring – Quarterly: Shall be performed on a quarterly basis for the existing 25-acre wellfield.

5.1.3. Flare Testing – Annual: Shall be performed on an annual basis for the existing 25-acre.

5.1.4. Flare Maintenance - Semi-Annual: Shall be performed on a semi-annual basis for the existing 25-acre.

5.1.5. Flare Maintenance - Annual

5.1.6. Staff Workshop – Annual

5.2. **Category 2 – Non-Routine Services:** Shall be provided as described in Section 5 of the Scope of Work. Services shall be billed as hourly rates for the non-routine services provided. The hourly rates shall include all costs associated with the performance of the services specified, including tools, consumables, overhead, profit, benefits, etc. applicable to the hourly rate.

5.2.1. **Field Service Technician:** At a minimum will be responsible for performing monitoring activities, system inspections (able to identify issues with the system), well repair. The Technician will have a minimum 3 years of experience performing similar activities.

5.2.2. **Project Foreman:** At a minimum will be responsible for overseeing construction services on-site, related to non-routine and overtime/emergency services. The Foreman will have at a minimum 5 years of experience providing similar services and hold butt-fusion welding and electrofusion welding certifications.

5.2.3. **Heavy Equipment Operator:** At a minimum will be responsible for operating heavy equipment such as an excavator, front-end loader, and bulldozer. The Operator will have at a minimum 5 year of experience operating heavy equipment.

5.2.4. **Construction Laborer:** At a minimum shall assist with field repairs.

5.2.5. **Trip Charge Fee:** A trip charge fee may be applied for service originating outside Hendry County. The trip charge shall be defined as a once-per-trip charge to and from the Lee Hendry Landfill, vehicle costs, drive time, tolls, fuel, and per diem. Trip charges shall not apply to the routine services and shall only apply to additional non-routine services as requested by the County.

5.3. **Category 3 - Parts and Supplies for Services**

5.3.1. The Vendor shall Provide percentage (%) markup on materials used for services provided in Section 5 of the scope of work, not to exceed 15%. A mark-up on sales tax shall not be permitted.

5.4. **Category 4 - Hourly Rates – Overtime / Emergency:** Shall be provided for services as described in Section 5 of the scope of work. Overtime/Emergency labor hours paid shall be only for productive hours at the job site.

5.4.1. Field Service Technician.

5.4.2. Project Foreman.

5.4.3. Heavy Equipment Operator.

5.4.4. Construction Laborer.

5.4.5. Trip Charge may be applied for a service originating outside of Hendry County. The trip charge shall be defined as a once-per-trip charge to include all mileage to and from the Lee Hendry Landfill, vehicle cost, drive time, tolls, fuel, and per diem. Trip charges shall not apply to the routine services and shall only apply to additional non-routine services as requested by the County.

5.5. **Category 5 – Job Related Cost**

5.5.1. Equipment: Upon prior County approval, all additional equipment deemed “necessary” to be rented or leased for use on a project under this solicitation shall include a 10% mark-up as identified on the bid schedule.

5.5.2. Third-party testing: All third-party testing needed under this solicitation shall include a 10% mark-up as indicated on the bid schedule.

5.5.3. The vendor shall be responsible for all costs associated with the use of subcontractors. A subcontractor mark-up shall not exceed 10% as provided in the bid form but it will not be included in the basis of the award.

6. **EXPANDED SERVICES**

6.1. In the event that the wellfield or the landfill are expanded, the Unit Price for Monthly wellfield Monitoring and Quarterly Surface Emission Monitoring will extrapolate. The increase in the rates will be proportional to the increase in wellheads or acres. Extended rates are as follows:

6.1.1. For the Monthly Wellfield Monitoring, the new Unit Price shall be as follows:

$$\text{New Unit Price} = \text{Old Unit Price} \times \left(1 + \frac{\text{Added wells}}{\text{Old Number of Wells}} \right)$$

6.1.2. For quarterly Surface Emission Monitoring, the new Unit Price shall be the percentage increase in acres of landfill to monitor times the original Unit Price per monitoring event.

$$\text{New Unit Price} = \text{Old Unit Price} \times \left(1 + \frac{\text{Added Monitoring Area (acres)}}{\text{Old Monitoring Area (acres)}} \right)$$

7. SUPPLEMENTAL INFORMATION

- 7.1. Attachment A – Lee Hendry Regional Solid Waste Disposal Facility Site Health and Safety Plan.
- 7.2. Attachment B – Lee Hendry regional Solid Waste Disposal Facility 2024 Gas Collection and Control System.
- 7.3. Attachment C - Lee Hendry regional Solid Waste Disposal Facility 2024 Gas Collection and Control System Plans Drawing.

End of Scope of Work and Specifications Section



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Profit Corporation

Bill's Widget Corporation

Filing Information

Document Number 6555555
FEI/EIN Number Date 511111111111
Filed 1 10/03/2005
State FL
Status ACTIVE
Last Event DROPPING DBA
Event Date Filed Event 09/27/2023
Effective Date NONE

Principal Address

555 N MAIN STREET
ANYTOWN, USA 99999

Verify either Principal or Mailing address is listed in submittal and on Form 1 if submitting a printed, sealed bid.

Changed: 01/05/2011

Mailing Address

555 N MAIN STREET
ANYTOWN, USA 99999

Changed: 01/05/2011

Registered Agent Name & Address

MY REGISTERED AGENT
111 REGISTRATION ROAD
REGISTRATION, USA 99999

Officer/Director Detail

Name & Address

Title P

PRESIDENT, FIRST
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.



AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: _____ SOLICITATION NAME: _____

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.** PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

BY REGISTERING AS A VENDOR, SUBMITTING A RESPONSE TO A SOLICITATION, OR ENTERING INTO A CONTRACT, IF YOU ARE OBLIGATED TO COMPLY WITH THE PROVISIONS OF SECTION 448.095, FLA. STAT., "EMPLOYMENT ELIGIBILITY." FURTHER, BY YOUR REGISTRATION AS A VENDOR, RESPONSE TO A SOLICITATION, ENTERING INTO A CONTRACT, YOU AFFIRM AND REPRESENT THAT YOU ARE REGISTERED WITH THE E-VERIFY SYSTEM AND ARE USING SAME, AND WILL CONTINUE TO USE SAME AS REQUIRED BY SECTION 448.095, F.S. COMPLIANCE WITH SECTION 448.095 INCLUDES, BUT IS NOT LIMITED TO, UTILIZATION OF THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES, AND REQUIRING ALL SUBCONTRACTORS TO PROVIDE AN AFFIDAVIT ATTESTING THAT THE SUBCONTRACTOR DOES NOT EMPLOY, CONTRACT WITH, OR SUBCONTRACT WITH, AN UNAUTHORIZED ALIEN. FAILURE TO COMPLY WILL LEAD TO TERMINATION AS A VENDOR, DISQUALIFYING YOU FOR AWARD OF A SOLICITATION, DENIAL OF ENTERING INTO A CONTRACT AND/OR, CANCELLATION OF AN ACTIVE CONTRACT, OR IF YOUR SUBCONTRACTOR KNOWINGLY VIOLATES THE STATUTE, THE SUBCONTRACT MUST BE TERMINATED IMMEDIATELY. ANY CHALLENGE TO TERMINATION UNDER THIS PROVISION MUST BE FILED WITH THE DEPARTMENT OF PROCUREMENT MANAGEMENT NO LATER THAN 20 CALENDAR DAYS AFTER THE DATE OF TERMINATION. IF TERMINATED FOR A VIOLATION OF THE STATUTE BY THE VENDOR, THE VENDOR MAY NOT BE ALLOWED TO DO BUSINESS WITH THE COUNTY OR BE AWARDED A SOLICITATION OR CONTRACT FOR A PERIOD OF 1 YEAR AFTER THE DATE OF TERMINATION. ALL COSTS INCURRED TO INITIATE AND SUSTAIN THE AFOREMENTIONED PROGRAMS SHALL BE THE RESPONSIBILITY OF THE VENDOR.

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)

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.**



ALLEGED NEGLIGENCE/BREACH OF CONTRACT/NON-COMPLIANCE WITH GOVERNMENTAL REGULATION FORM

“Please fill in the form below. Provide details for each incident of alleged negligence, breach of contract or non-compliance with governmental regulation that has occurred over the past 10 years. Examples of non-compliance with governmental regulation include but are not limited to zoning violations, code enforcement violations, civil or criminal citations, denial, or revocation of permits. Provide details for all entities currently or previously owned in whole or in part by the proposer in the last 10 years. Please complete in chronological order with the most recent incident starting on page 1. Please do not modify this form (expansion of spacing allowed) or submit your own variation.”

Company Name: _____

Type of Incident <i>Alleged Negligence, Breach of Contract, or Non-Compliance</i>	Incident Date And Date Filed	Plaintiff <i>(Company, person, entity-acted against your company or state if your company initiated the action)</i>	Case Number	Court <i>(Name of State and County)</i>	Project <i>(Address and Name)</i>	Allegation <i>(Stated reason your company was accused of negligence, breach of contract or non-compliance of governmental regulation or the allegations your company made)</i>	Final Outcome <i>(Who prevailed and how)</i>

Make as many copies of this sheet as necessary 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 proposal package. This form should also include the primary partners listed in your proposal. Do not include litigation with your company as the plaintiff. Final outcome should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous.

Proposals may be declared “non-responsive” due to omissions of “Negligence or Breach of Contract” on this disclosure form. Additionally, proposals 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 proposer to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.



SUB-CONTRACTOR/CONSULTANT LIST

Sub-Contractor/ Consultant Company Name as it appears on Sunbiz	Area Of Work	Point Of Contact Or Project Supervisor	Contact Info Phone or Email	Qualified DBE, MBE, WBE, VBE or Similar	Amount or Percentage of Total

Please include sub-contractor/consultant name, area of work (i.e. mechanical, electrical, etc.) and a **valid** phone number and/or email. Also include the dollar value or percentage that the sub-contractor/consultant will be performing. If sub-contractor/consultant qualifies as a current certificate Florida Certified Business Enterprise such as MBE, WBE, DBE, VBE or similar please indicate such above and provide proof of certification.

Public Entity Crime Form

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

1. This sworn statement is submitted to _____
(Print name of the public entity)

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

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

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime:
or:
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length Agreement/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.

_____ 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)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

**AFFIDAVIT OF COMPLIANCE WITH SECTIONS
287.138 and 787.06, FLORIDA STATUTES**

Before me, the undersigned authority, personally appeared **(Name of affiant)**
_____, who, after being first duly sworn, deposes and says
of his or her personal knowledge the following:

1. Affiant is the **(Title)**_____ of **(Business Name)**
_____ which does
business in the State of Florida, hereinafter called the “Vendor.”
2. Vendor, pursuant to Section 287.138, Florida Statutes, certifies that (1) Vendor is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a “controlling interest” in Vendor, as defined by Section 287.138(1)(a), Florida Statutes; and (3) Vendor is not organized under the law of nor has its principal place of business in a foreign country of concern. For the purposes of this affidavit, foreign country of concern means the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes, as amended from time to time.
3. Vendor, pursuant to Section 787.06, Florida Statutes, certifies that Vendor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, as amended from time to time.
4. This Affidavit is executed by the Vendor in accordance with Section 287.138, Florida Statutes, for the purposes of preventing the County from entering contracts with foreign entities of concern which would provide Vendor access to an individual’s personal identifying information.

5. This Affidavit is executed by the Vendor in accordance with Section 787.06, Florida Statutes.

(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)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

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

Only Applicable for hand delivered bids – Not required for electronic submissions

SEALED BID DOCUMENTS • DO NOT OPEN	
BID NO.:	
BID TITLE:	
DATE DUE:	
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