

REQUEST FOR PROPOSAL



COLLIER COUNTY BOARD OF COUNTY COMMISSIONERS

Solicitation 15-6469 Well Testing, Drilling and Maintenance

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This proposal solicitation document is prepared in a Microsoft Word format. Any alterations to this document made by the Vendor may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the Collier County Government.



Procurement Services Division • 3327 Tamiami Trail East • Naples, Florida 34112-4901 • 239-252-8407 • www.colliergov.net/procurementservices

Attachment: 15-6469 Solicitation (3883 : Well Testing, Drilling and Maintenance Contract Approval)

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Legal Notice

Sealed Proposals to provide Well Testing, Drilling and Maintenance will be received until **3:00PM Naples local time, on November 30, 2016** at the Collier County Government, Purchasing Department, 3327 Tamiami Trail E, Naples, FL 34112.

Solicitation

15-6469 Well Testing, Drilling and Maintenance

Services to be provided may include, but not be limited to the following: Well Testing, Drilling and Maintenance.

A non-mandatory pre-proposal conference will be held on October 21, 2016, commencing promptly at 10:00AM, and will be held in the Purchasing Department Conference Room, Collier County Government, Purchasing Department, 3327 Tamiami Trail E, Naples, FL 34112. If this pre-proposal conference is denoted as "mandatory", prospective Vendors must be present in order to submit a proposal response.

All statements shall be made upon the official proposal form which may be obtained on the Collier County Procurement Services Division Online Bidding System website: www.colliergov.net/bid.

Collier County does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA,

BY: /S/ Allison Kearns
Interim Director, Procurement Services

This Public Notice was posted on the Collier County Procurement Services Division website: www.colliergov.net/purchasing and in the Lobby of Procurement Services Division Building "G", Collier County Government Center on October 5, 2016



Procurement Services Department • 3327 Tamiami Trail East • Naples, Florida 34112-4901 • www.colliergov.net/purchasing

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Exhibit I: Scope of Work, Specifications and Response Format

As requested by the Collier County Public Utilities Department (hereinafter, the “Department”), the Collier County Board of County Commissioners Procurement Services Division (hereinafter, “County”) has issued this Request for Proposal (hereinafter, “RFP”) with the intent of obtaining proposals from interested and qualified Consultants in accordance with the terms, conditions and specifications stated or attached. The Consultant, at a minimum, must achieve the requirements of the Specifications or Scope of Work stated.

The results of this solicitation may be used by other County departments once awarded according to the Board of County Commissioners Purchasing Policy.

Brief Description of Purchase

The Public Utilities Division is seeking the services of well drilling and well services contractors licensed in the State of Florida, to provide complete well drilling, testing and maintenance services and emergency repair services in each of the identified below categories. The majority of the work will be in the testing and maintenance areas.

Background

The Collier County Water District currently has five wellfields: Tamiami Wellfield, North Reverse Osmosis, and South Reverse Osmosis, Livingston Road Wellfield and Immokalee Road Wellfield. The Tamiami Wellfield consists of 34 wells that are 80 to 110 feet below ground. The North and South Reverse Osmosis Wellfields consist of 67 wells that are between 300 to 900 feet below ground level. Livingston Road and Immokalee Road wells are less than 200 feet below ground level. These wells require preventative and reactive services to ensure a reliable source of drinking water to the customers of the Collier County Water/Sewer District.

In addition to the wells identified above, the Parks and Recreation Division has numerous wells throughout the County Park system.

Detailed Scope of Work

The County is interested in obtaining proposals from companies in four categories:

- Category 1: Companies who provide well testing, drilling and maintenance services for wells **200 feet or less**; and
- Category 2: Companies who provide well testing, drilling and maintenance services for wells **200 feet to less than 1200 feet**; and
- Category 3: Companies who provide well testing, drilling and maintenance services for **deep injection wells**; and
- Category 4: Companies who provide well testing, drilling and maintenance services for **ASR wells**.

Well drilling and well services contractors may submit their proposal to provide services in all or part of the categories listed above, and shall indicate which specialties they are qualified to provide.

These services shall include, but not be limited to, the following:

Category 1 - Testing of wells, including, but not limited to:

- Water sampling and analysis
- Complete specific capacity testing
- Conduct step draw down testing.
- Complete aquifer performance tests (APT) using recording pressure transducers
- Geophysical logging and video surveying (may be subcontracted)

Category 2 - Maintenance and testing of existing monitoring wells, production wells and facilities.

Work items and abilities include but are not limited to:

- Well pump, motor, or column replacement
- Well disinfection and bacterial testing
- Specific capacity testing and APT
- Well rehabilitation through agitation and/or acidization
- Plug and abandon existing well
- Surface equipment repair and replacement
- Ability to performing super chlorination of a well
- Ability to salt plug a well
- Ability to install, maintain, or abandon monitoring wells
- Ability to abandon existing wells

Category 3 - Maintenance and testing of Injection Disposal wells. Work items and abilities include but are not limited to:

- Well pump repair and replacement
- Well disinfection and bacterial testing
- Injection tubing repair and replacement (including packers and other down-hole equipment)
- Specific capacity testing and APT
- Well rehabilitation through agitation and/or acidization
- Mechanical integrity (MIT) testing
- Surface equipment repair and replacement (annular fluid, pressure tank etc.)
- Plug and abandon existing well
- Radioactive Tracer Survey (RATS)
- Background Temperature Survey

Category 4 - Maintenance and testing of ASR wells. Work items and abilities include but are not limited to:

- Well pump repair and replacement
- Well disinfection and bacterial testing
- Injection tubing repair and replacement (including packers and other down-hole equipment)
- Ability to salt plug a well
- Specific capacity testing and APT
- Well rehabilitation through agitation and/or acidization

- Mechanical integrity testing (MIT)
- Surface equipment repair and replacement
- Plug and abandon well
- Geophysical logging (including but not limited to caliper, video, and flow)

The selected contractors shall be responsible for:

- Providing complete well-related contracting services for a wide range of projects as may be required by Collier County.
- Understanding and complying with all relative local, state and federal building codes and regulations.
- **Non-emergency work:** Will be quoted in accordance with the procedures shown below.
- **Emergency Work:** Maintenance contractors must participate in the emergency work per category. Emergency calls for assistance must be responded to within twenty-four (24) hours, with crews onsite within forty-eight (48) hours to begin repairs. Should a contractor fail to respond to an emergency call and fail to obtain emergency coverage by another contractor. This Contract may be subject to termination.
- Providing a one (1) year warranty for all work performed. This warranty will not go into effect until the project has been substantially completed. All work performed will meet or exceed County Utility Technical Standards.
- The County reserves the right to supply all necessary parts, materials, or equipment for selected projects and repairs. Negotiated prices shall be based on unit prices, but are subject to market and site conditions, quantities, and other considerations.
- The resultant work may be distributed to selected contractors on a rotational basis per category among the awardees of each category. The Public Utilities Operations Division will coordinate the work among the awarded vendors on a rotational basis.

The well drilling and maintenance services shall not exceed \$200,000 for any one project without Board approval and shall have a maximum contract amount limit of \$5,000,000 per fiscal year per Contractor.

The procedure to be followed will be determined by the value of the project.

The County reserves the right to waive any or all of these requirements if in the best interest of the County.

Payment and Performance Bonds: When a construction project is in excess of \$50,000 and more than thirty (30) days in duration, the Contractor(s) may be required to provide Payment and Performance Bonds, in the form prescribed in Exhibit A, pages A-1 through A-6, in the amount of 100% of the Contract Amount, the costs of which are to be paid by the Contractor. When a construction project is in excess of \$200,000, the Contractor(s) shall be required to provide Payment and Performance Bonds. The Payment and Performance Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., 75 Fulton Street, New York, NY 10038. Should the contract amount be less than \$500,000 the requirements of Section 287.0935, Florida Statutes shall govern the rating and classification of the surety.

All performance security under the subsequent contract shall be continued for a six (6) month period beyond the final completion of the project.

If the surety for any bond furnished by the Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner's approval.

Term of Contract

The contract term, if an award is made is intended to be for two (2) years with two (2) one (1) year renewal options.

Prices shall remain firm for the initial term of this contract. Requests for consideration of a price adjustment must be made prior to the contract anniversary date, in writing, to the Procurement Director.

Surcharges will not be accepted in conjunction with this contract, and such charges should be incorporated into the pricing structure.

Projected Solicitation Timetable

The following projected timetable should be used as a working guide for planning purposes only. The County reserves the right to adjust this timetable as required during the course of the RFP process.

Event	Date
Issue Solicitation Notice	October 5, 2016
Last Date for Receipt of Written Questions	November 16, 2016, 5:00PM, Naples Local Time
Pre-Solicitation Meeting	October 21, 2016, 10:00AM, Naples Local Time and Locations
Addendum Issued Resulting from Written Questions or Pre-Proposal Conference	November 21, 2016
Solicitation Deadline Date and Time	November 30, 2016, 3:00PM, Naples Local Time
Anticipated Evaluation of Submittals	December 2016
Anticipated Completion of Contract Negotiations	December 2016
Anticipated Board of County Commissioner's Contract Approval Date	January – February 2017

Response Format

The Vendor understands and agrees to abide by all of the RFP specifications, provisions, terms and conditions of same, and all ordinances and policies of Collier County. The Vendor further agrees that if it is awarded a contract, the work will be performed in accordance with the provisions, terms and conditions of the contract.

To facilitate the fair evaluation and comparison of proposals, all proposals must conform to the guidelines set forth in this RFP.

Any portions of the proposal that do not comply with these guidelines must be so noted and explained in the Acceptance of Conditions section of the proposal. However, any proposal that contains such variances may be considered non-responsive.

Proposals should be prepared simply and economically, providing a straightforward concise description of the Vendor's approach and ability to meet the County's needs, as stated in this RFP. All proposals should be presented as described in this RFP in PDF or Microsoft Word format with Tabs clearly marked. If outlined in this RFP, the utilization of recycled paper for proposal submission is strongly encouraged.

The items listed below shall be submitted with each proposal and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a Vendor to include all listed items may result in the rejection of its proposal.

1. Tab I, Cover Letter / Management Summary (0 points)

Provide a cover letter, signed by an authorized officer of the firm, indicating the underlying philosophy of the firm in providing the services stated herein. Include the name(s), telephone number(s) and email(s) of the authorized contact person(s) concerning proposal. Submission of a signed Proposal is Vendor's certification that the Vendor will accept any awards as a result of this RFP. List all proposed subcontractors who will participate on the team.

2. Tab II, Cost of Services to the County (25 Points)

Provide costs for all line items within selected categories on Exhibit A - Pricing Form. Categories are as follows:

Category 1: Companies who provide well testing, drilling and maintenance services for wells **200 feet or less**; and

Category 2: Companies who provide well testing, drilling and maintenance services for wells **200 feet to less than 1200 feet**; and

Category 3: Companies who provide well testing, drilling and maintenance services for **deep injection wells**; and

Category 4: Companies who provide well testing, drilling and maintenance services for **ASR wells**.

3. Tab III, Experience and Capacity of Firm (30 points)

In this tab, include but not limited to:

- Provide information that documents your firm’s and subcontractors’ qualifications to produce the required deliverables, including abilities, capacity, skill, and financial strength, and number of years of experience in providing the required services.
- Describe the various team members’ successful experience in working with one another on previous projects.
- List Current Projects in the Format Identified Below

4. Tab IV, Current Equipment and Capability (25 points)

In this tab, include but not limited to:

- Description of the current equipment and the capability of the equipment
- Future equipment purchases and/or rentals relevant to this scope of work

5. Tab V, References (10 points)

In order for the vendor to be awarded any points for this tab, the County requests that the vendor submits five (5) **completed** reference forms from clients whose projects are of a similar nature to this solicitation as a part of their proposal. The County will only use the methodology calculations for the first five (5) references (only) submitted by the vendor in their proposal.

Prior to the Selection Committee reviewing proposals, the following methodology will be applied to each vendor’s information provided in this area:

- The County shall total each of the vendor’s five reference questionnaires and create a ranking from highest number of points to lowest number of points. References marked with an N/A (or similar notation will be given the score of zero (0)). Vendors who do not turn in reference forms will be counted as zero (0).
- The greatest number of points allowed in this criterion will be awarded to the vendor who has the highest score.
- The next highest vendor’s number of points will be divided by the highest vendor’s points which will then be multiplied by criteria points to determine the vendor’s points awarded. Each subsequent vendor’s point score will be calculated in the same manner.
- Points awarded will be extended to the whole number per Microsoft Excel.

For illustrative purposes only, see chart for an example of how these points would be distributed among the five proposers.

Vendor Name	Vendor Total Reference Score	Points Awarded
Vendor ABC	445	10
Vendor DEF	435	9.7
Vendor GHI	425	9.5
Vendor JKL	385	8.6
Vendor MNO	385	8.6
Vendor PQR	250	5.6

Note: Sample chart reflects a 20 point reference criterion.

The points awarded by vendor will be distributed to the Selection Committee prior to their evaluation of the proposals. The Selection Committee will review the vendor's proposal to ensure consistency and completion of all tasks in the RFP, and review the Points Awarded per vendor. The Selection Committee may, at their sole discretion, contact references, and/or modify the reference points assigned after a thorough review of the proposal and prior to final ranking by the final Selection Committee.

6. Tab VI, Acceptance of Conditions

Indicate any exceptions to the general terms and conditions of the RFP, and to insurance requirements or any other requirements listed in this RFP. If no exceptions are indicated in this tabbed section, it will be understood that no exceptions to these documents will be considered after the award, or if applicable, during negotiations. Exceptions taken by a Vendor may result in evaluation point deduction(s) and/or exclusion of proposal for Selection Committee consideration, depending on the extent of the exception(s). Such determination shall be at the sole discretion of the County and Selection Committee.

7. Tab VII, Required Form Submittals

- Attachment 2: Vendor Check List
- Attachment 3: Conflict of Interest Affidavit
- Attachment 4: Vendor Declaration Statement
- Attachment 5: Affidavit for Claiming Status as a Local Business
- Attachment 6: Immigration Affidavit Certification
- Attachment 7: Vendor Substitute W-9
- Attachment 8: Insurance and Bonding Requirements
- Attachment 9: Reference Questionnaire
- Other: signed addenda, licenses or certifications, promotional materials, etc.

Exhibit II: General RFP Instructions

1. Questions

Direct questions related to this RFP to the Collier County Procurement Services Division Online Bidding System website: www.colliergov.net/bid. Vendors must clearly understand that the only official answer or position of the County will be the one stated on the Collier County Procurement Services Division Online Bidding System website. For general questions, please call the referenced Procurement Strategist noted on the cover page.

2. Pre-Proposal Conference

The purpose of the pre-proposal conference is to allow an open forum for discussion and questioning with County staff regarding this RFP with all prospective Vendors having an equal opportunity to hear and participate. Oral questions will receive oral responses, neither of which will be official, nor become part of the RFP. Only written responses to written questions will be considered official, and will be included as part of this RFP as an addendum.

All prospective Vendors are strongly encouraged to attend, as, this will usually be the only pre-proposal conference for this solicitation. If this pre-proposal conference is denoted as “mandatory”, prospective Vendors must be present in order to submit a proposal response.

3. Compliance with the RFP

Proposals must be in strict compliance with this RFP. Failure to comply with all provisions of the RFP may result in disqualification.

4. Ambiguity, Conflict, or Other Errors in the RFP

It is the sole responsibility of the Vendor if the Vendor discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, to immediately notify the Procurement Strategist, noted herein, of such error in writing and request modification or clarification of the document prior to submitting the proposal. The Procurement Strategist will make modifications by issuing a written revision and will give written notice to all parties who have received this RFP from the Procurement Services Division.

5. Proposal, Presentation, and Protest Costs

The County will not be liable in any way for any costs incurred by any Vendor in the preparation of its proposal in response to this RFP, nor for the presentation of its proposal and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

6. Delivery of Proposals

All proposals are to be delivered before 3:00PM, Naples local time, on or before September 30, 2016 to:

Collier County Government
 Procurement Services Division
 3327 Tamiami Trail E
 Naples FL 34112
 Attn: Swainson Hall, Procurement Strategist

The County does not bear the responsibility for proposals delivered to the Procurement Services Division past the stated date and/or time indicated, or to an incorrect address by Consultant's personnel or by the Consultant's outside carrier. However, the Procurement Director, or designee, reserves the right to accept proposals received after the posted close time under the following conditions:

- The tardy submission of the proposal is due to the following circumstances, which may include but not be limited to: late delivery by commercial carrier such as Fed Ex, UPS or courier where delivery was scheduled before the deadline.
- The acceptance of said proposal does not afford any competing firm an unfair advantage in the selection process.

Vendors must submit one (1) paper copy clearly labeled "Master," and five (5) storage devices (CD's/DVD's/Thumb Drives) with one copy of the proposal on each disk in Word, Excel or PDF. List the Solicitation Number and Title on the outside of the box or envelope.

7. Validity of Proposals

No proposal can be withdrawn after it is filed unless the Vendor makes their request in writing to the County prior to the time set for the closing of Proposals. All proposals shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

8. Method of Source Selection

The County is using the Competitive Sealed Proposals methodology of source selection for this procurement, as authorized by Ordinance Number 2013-69, as amended establishing and adopting the Collier County Procurement Ordinance.

The County may, as it deems necessary, conduct discussions with qualified Vendors determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

9. Evaluation of Proposals

The County's procedure for selecting is as follows:

1. The County Manager or designee shall appoint a selection committee to review all proposals submitted.
2. The Request for Proposal is issued.
3. Subsequent to the receipt closing date for the proposals, the Procurement professional will review the proposals received and verify each proposal to determine if it minimally responds to the requirements of the published RFP.
4. Selection committee meetings will be open to the public and the Procurement professional will publicly post prior notice of such meeting(s) in the lobby of the Procurement Services Division Building and on the County's Procurement Services Internet site.
5. Prior to the first meeting (Organization Meeting) of the selection committee, the Procurement professional will post a notice announcing the date, time and place of the meeting at least three (3) working days prior to the meeting. At the initial organization meeting, the selection committee members will receive instructions, the submitted proposals, and establish the next selection committee meeting date and time. After the

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- first meeting, the Procurement professional will publically announce all subsequent committee meeting dates and times. The subsequent meeting dates and times will be posted with at least one (1) day advanced notice.
6. Selection committee members will independently review and score each proposal based on the evaluation criteria stated in the request for proposal using the Individual Selection Committee Score and Rank Form and prepare comments for discussion at the next meeting. The Individual Selection Committee Score and Rank Form is merely a tool to assist the selection committee member in their review of the proposals.
 7. At the scheduled selection meeting, the members will present their independent findings / conclusions / comments based on their reading and interpretation of the materials presented to each other, and may ask questions of one another. At the conclusion of that discussion, members of the public will be offered an opportunity (not to exceed three (3) minutes) to provide comments.
 8. At the conclusion of public comments (provided for in number 7), the selection committee members will individually rank order each proposer. Collier County selection committee members may consider all the material submitted by the Proposer and other information Collier County may obtain to determine whether the Proposer is capable of and has a history of successfully completing projects of this type, including, without limitation, additional information Collier County may request, clarification of proposer information, public comments, and/or additional credit information.
 9. Once the individual ranking has been completed, the Procurement professional will direct selection committee members to read their individual ranking publically. The Procurement professional will record individual rankings on the Final Ranking Sheet which will mathematically compile into an overall selection committee rank of proposers.
 10. In any of the selection committee meeting deliberations, by consensus, members may request to invite proposers in to clarify their proposals, ask for additional information, present materials, interview, ask questions, etc. The members may consider any and all information obtained through this method in formulating their individual ranking and subsequent selection committee overall ranking and final ranking.
 11. The selection committee's overall rank of firms in order of preference (from highest beginning with a rank of one (1) to the lowest) will be discussed and reviewed by the Procurement Strategist. By final consensus, and having used all information presented (proposal, presentation, references, etc.), the selection committee members will create a final ranking and staff will subsequently enter into negotiations. Award of the contract is dependent upon the successful and full execution of a mutually agreed contract, pending the final approval by the Board of County Commissioners.

The County reserves the right to withdraw this RFP at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a proposal by the County or a submission of a proposal to the County offers no rights upon the Vendor nor obligates the County in any manner.

Acceptance of the proposal does not guarantee issuance of any other governmental approvals. Proposals which include provisions requiring the granting of zoning variances shall not be considered.

10. References

The County reserves the right to contact any and all references pertaining to this solicitation and related proposal.

11. Proposal Selection Committee and Evaluation Factors

The County Manager shall appoint a Selection Committee to review all proposals submitted. The factors to be considered in the evaluation of proposal responses are listed below.

Tab II, Cost of Services to the County	25
Tab III, Experience and Capacity of Firm	30
Tab IV, Current Equipment and Capability	25
Tab V, References	10
Local Vendor Preference	10
TOTAL	100

Tie Breaker: In the event of a tie, **both in individual scoring and in final ranking**, the firm with the lowest paid dollars by Collier County to the vendor (as obtained from the County’s financial system) within the last five (5) years will receive the higher individual ranking. If there is a multiple firm tie in either individual scoring or final ranking, the firm with the lowest volume of work shall receive the higher ranking, the firm with the next lowest volume of work shall receive the next highest ranking and so on.

12. Acceptance or Rejection of Proposals

The right is reserved by the County to waive any irregularities in any proposal, to reject any or all proposals, to re-solicit for proposals, if desired, and upon recommendation and justification by Collier County to accept the proposal which in the judgment of the County is deemed the most advantageous for the public and the County of Collier.

Any proposal which is incomplete, conditional, obscure or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful Vendor, or their refusal to enter into the Collier County contract, the County reserves the right to accept the proposal of any other Vendor or to re-advertise using the same or revised documentation, at its sole discretion.

Attachment: 15-6469 Solicitation (3883 : Well Testing, Drilling and Maintenance Contract Approval)

Exhibit III: Collier County Purchase Order Terms and Conditions

1. **Offer**

This offer is subject to cancellation by the COUNTY without notice if not accepted by VENDOR within fourteen (14) days of issuance.

2. **Acceptance and Confirmation**

This Purchase Order (**including all documents attached to or referenced therein**) constitutes the entire agreement between the parties, unless otherwise specifically noted by the COUNTY on the face of this Purchase Order. Each delivery of goods and/or services received by the COUNTY from VENDOR shall be deemed to be upon the terms and conditions contained in this Purchase Order.

No additional terms may be added and Purchase Order may not be changed except by written instrument executed by the COUNTY. VENDOR is deemed to be on notice that the COUNTY objects to any additional or different terms and conditions contained in any acknowledgment, invoice or other communication from VENDOR, notwithstanding the COUNTY'S acceptance or payment for any delivery of goods and/or services, or any similar act by VENDOR.

3. **Inspection**

All goods and/or services delivered hereunder shall be received subject to the COUNTY'S inspection and approval and payment therefore shall not constitute acceptance. All payments are subject to adjustment for shortage or rejection. All defective or nonconforming goods will be returned pursuant to VENDOR'S instruction at VENDOR'S expense.

To the extent that a purchase order requires a series of performances by VENDOR, the COUNTY prospectively reserves the right to cancel the entire remainder of the Purchase Order if goods and/or services provided early in the term of the Purchase Order are non-conforming or otherwise rejected by the COUNTY.

4. **Shipping and Invoices**

a) All goods are FOB destination and must be suitably packed and prepared to secure the lowest transportation rates

and to comply with all carrier regulations. Risk of loss of any goods sold hereunder shall transfer to the COUNTY at the time and place of delivery; provided that risk of loss prior to actual receipt of the goods by the COUNTY nonetheless remain with VENDOR.

- b) No charges will be paid by the COUNTY for packing, crating or cartage unless otherwise specifically stated in this Purchase Order. Unless otherwise provided in Purchase Order, no invoices shall be issued nor payments made prior to delivery. Unless freight and other charges are itemized, any discount will be taken on the full amount of invoice.
- c) All shipments of goods scheduled on the same day via the same route must be consolidated. Each shipping container must be consecutively numbered and marked to show this Purchase Order number. The container and Purchase Order numbers must be indicated on bill of lading. Packing slips must show Purchase Order number and must be included on each package of less than container load (LCL) shipments and/or with each car load of equipment. The COUNTY reserves the right to refuse or return any shipment or equipment at VENDOR'S expense that is not marked with Purchase Order numbers. VENDOR agrees to declare to the carrier the value of any shipment made under this Purchase Order and the full invoice value of such shipment.
- d) All invoices must contain the Purchase Order number and any other specific information as identified on the Purchase Order. Discounts of prompt payment will be computed from the date of receipt of goods or from date of receipt of invoices, whichever is later. Payment will be made upon receipt of a proper invoice and in compliance with Chapter 218, Fla. Stats., otherwise known as the "Local Government Prompt Payment Act," and, pursuant to the Board of County Commissioners Purchasing Policy.

5. Time Is Of the Essence

Time for delivery of goods or performance of services under this Purchase Order is of the essence. Failure of VENDOR to meet delivery schedules or deliver within a reasonable time, as interpreted by the COUNTY in its sole judgment, shall entitle the COUNTY to seek all remedies available to it at law or in equity. VENDOR agrees to reimburse the COUNTY for any expenses incurred in enforcing its rights. VENDOR further agrees that undiscovered delivery of nonconforming goods and/or services is not a waiver of the COUNTY'S right to insist upon further compliance with all specifications.

6. Changes

The COUNTY may at any time and by written notice make changes to drawings and specifications, shipping instructions, quantities and delivery schedules within the general scope of this Purchase Order. Should any such change increase or decrease the cost of, or the time required for performance of the Purchase Order, an equitable adjustment in the price and/or delivery schedule will be negotiated by the COUNTY and VENDOR. Notwithstanding the foregoing, VENDOR has an affirmative obligation to give notice if the changes will decrease costs. Any claims for adjustment by VENDOR must be made within thirty (30) days from the date the change is ordered or within such additional period of time as may be agreed upon by the parties.

7. Warranties

VENDOR expressly warrants that the goods and/or services covered by this Purchase Order will conform to the specifications, drawings, samples or other descriptions furnished or specified by the COUNTY, and will be of satisfactory material and quality production, free from defects and sufficient for the purpose intended. Goods shall be delivered free from any security interest or other lien, encumbrance or claim of any third party. These warranties shall survive inspection, acceptance, passage of title and payment by the COUNTY.

8. Statutory Conformity

Goods and services provided pursuant to this Purchase Order, and their production

and transportation shall conform to all applicable laws, including but not limited to the Occupational Health and Safety Act, the Federal Transportation Act and the Fair Labor Standards Act, as well as any law or regulation noted on the face of the Purchase Order.

9. Advertising

No VENDOR providing goods and services to the COUNTY shall advertise the fact that it has contracted with the COUNTY for goods and/or services, or appropriate or make use of the COUNTY'S name or other identifying marks or property without the prior written consent of the COUNTY'S Purchasing Department.

10. Indemnification

VENDOR shall indemnify and hold harmless the COUNTY from any and all claims, including claims of negligence, costs and expenses, including but not limited to attorneys' fees, arising from, caused by or related to the injury or death of any person (including but not limited to employees and agents of VENDOR in the performance of their duties or otherwise), or damage to property (including property of the COUNTY or other persons), which arise out of or are incident to the goods and/or services to be provided hereunder.

11. Warranty of Non-Infringement

VENDOR represents and warrants that all goods sold or services performed under this Purchase Order are: a) in compliance with applicable laws; b) do not infringe any patent, trademark, copyright or trade secret; and c) do not constitute unfair competition.

VENDOR shall indemnify and hold harmless the COUNTY from and against any and all claims, including claims of negligence, costs and expense, including but not limited to attorneys' fees, which arise from any claim, suit or proceeding alleging that the COUNTY'S use of the goods and/or services provided under this Purchase Order are inconsistent with VENDOR'S representations and warranties in section 11 (a).

If any claim which arises from VENDOR'S breach of section 11 (a) has occurred, or is likely to occur, VENDOR may, at the COUNTY'S option, procure for the COUNTY the right to continue using the goods or services, or replace or modify the goods or services so that they become non-infringing, (without any material degradation in performance, quality, functionality or additional cost to the COUNTY).

12. **Insurance Requirements**

The VENDOR, at its sole expense, shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Purchase Order. Providing and maintaining adequate insurance coverage is a material obligation of the VENDOR. All insurance policies shall be executed through insurers authorized or eligible to write policies in the State of Florida.

13. **Compliance with Laws**

In fulfilling the terms of this Purchase Order, VENDOR agrees that it will comply with all federal, state, and local laws, rules, codes, and ordinances that are applicable to the conduct of its business. By way of non-exhaustive example, this shall include the American with Disabilities Act and all prohibitions against discrimination on the basis of race, religion, sex creed, national origin, handicap, marital status, or veterans' status. Further, VENDOR acknowledges and without exception or stipulation shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the County shall have the discretion to unilaterally terminate said agreement immediately. Any breach of this provision may be regarded by the COUNTY as a material and substantial breach of the contract arising from this Purchase Order.

14. **Force Majeure**

Neither the COUNTY nor VENDOR shall be responsible for any delay or failure in performance resulting from any cause

beyond their control, including, but without limitation to war, strikes, civil disturbances and acts of nature. When VENDOR has knowledge of any actual or potential force majeure or other conditions which will delay or threatens to delay timely performance of this Purchase Order, VENDOR shall immediately give notice thereof, including all relevant information with respects to what steps VENDOR is taking to complete delivery of the goods and/or services to the COUNTY.

15. **Assignment**

VENDOR may not assign this Purchase Order, nor any money due or to become due without the prior written consent of the COUNTY. Any assignment made without such consent shall be deemed void.

16. **Taxes**

Goods and services procured subject to this Purchase Order are exempt from Florida sales and use tax on real property, transient rental property rented, tangible personal purchased or rented, or services purchased (Florida Statutes, Chapter 212), and from federal excise tax.

17. **Annual Appropriations**

The COUNTY'S performance and obligation to pay under this Purchase Order shall be contingent upon an annual appropriation of funds.

18. **Termination**

This Purchase Order may be terminated at any time by the COUNTY upon 30 days prior written notice to the VENDOR. This Purchase Order may be terminated immediately by the COUNTY for breach by VENDOR of the terms and conditions of this Purchase Order, provided that COUNTY has provided VENDOR with notice of such breach and VENDOR has failed to cure within 10 days of receipt of such notice.

19. **General**

a) This Purchase Order shall be governed by the laws of the State of Florida. The venue for any action brought to specifically enforce any of the terms and conditions of this Purchase Order shall be the Twentieth Judicial Circuit in and for Collier County, Florida

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- b) Failure of the COUNTY to act immediately in response to a breach of this Purchase Order by VENDOR shall not constitute a waiver of breach. Waiver of the COUNTY by any default by VENDOR hereunder shall not be deemed a waiver of any subsequent default by VENDOR.
- c) All notices under this Purchase Order shall be sent to the respective addresses on the face page by certified mail, return receipt requested, by overnight courier service, or by personal delivery and will be deemed effective upon receipt. Postage, delivery and other charges shall be paid by the sender. A party may change its address for notice by written notice complying with the requirements of this section.
- d) The Vendor agrees to reimbursement of any travel expenses that may be

associated with this Purchase Order in accordance with Florida Statute Chapter 112.061, Per Diem and Travel Expenses for Public Officers, employees and authorized persons.

- e) In the event of any conflict between or among the terms of any Contract Documents related to this Purchase Order, the terms of the Contract Documents shall take precedence over the terms of the Purchase Order. To the extent any terms and /or conditions of this Purchase Order duplicate or overlap the Terms and Conditions of the Contract Documents, the provisions of the Terms and/or Conditions that are most favorable to the County and/or provide the greatest protection to the County shall govern.

Exhibit IV: Additional Terms and Conditions for RFP

1. Insurance Requirements

The Vendor shall at its own expense, carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of Florida as set forth in the Insurance and Bonding attachment of this solicitation. The Vendor shall procure and maintain property insurance upon the entire project, if required, to the full insurable value of the scope of work.

The County and the Vendor waive against each other and the County's separate Vendors, Contractors, Design Consultant, Subcontractors agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. The Vendor and County shall, where appropriate, require similar waivers of subrogation from the County's separate Vendors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts.

Collier County shall be responsible for purchasing and maintaining, its own liability insurance.

Certificates issued as a result of the award of this solicitation must identify "For any and all work performed on behalf of Collier County."

The General Liability Policy provided by Vendor to meet the requirements of this solicitation shall name Collier County, Florida, as an additional insured as to the operations of Vendor under this solicitation and shall contain a severability of interests provisions.

Collier County Board of County Commissioners shall be named as the Certificate Holder. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Collier County. The "Certificate Holder" should read as follows:

Collier County
Board of County Commissioners
Naples, Florida

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in the Insurance and Bonding attachment, with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If Vendor has any self-insured retentions or deductibles under any of the below listed minimum required coverage, Vendor must identify on the Certificate of Insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Vendor's sole responsibility.

Coverage(s) shall be maintained without interruption from the date of commencement of the Work until the date of completion and acceptance of the scope of work by the County or as specified in this solicitation, whichever is longer.

The Vendor and/or its insurance carrier shall provide 30 days written notice to the County of policy cancellation or non-renewal on the part of the insurance carrier or the Vendor. The Vendor shall also notify the County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Vendor from its insurer and nothing contained herein shall relieve Vendor of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by Vendor

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hereunder, Vendor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

Should at any time the Vendor not maintain the insurance coverage(s) required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge the Vendor for such coverage(s) purchased. If Vendor fails to reimburse the County for such costs within thirty (30) days after demand, the County has the right to offset these costs from any amount due Vendor under this Agreement or any other agreement between the County and Vendor. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the scope of work, the Vendor shall furnish to the County renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after the expiration date on the certificate. Failure of the Vendor to provide the County with such renewal certificate(s) shall be considered justification for the County to terminate any and all contracts.

2. Offer Extended to Other Governmental Entities

Collier County encourages and agrees to the successful vendor extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful vendor.

3. Additional Items and/or Services

Additional items and / or services may be added to the resultant contract, or purchase order, in compliance with the Procurement Ordinance.

4. County's Right to Inspect

The County or its authorized Agent shall have the right to inspect the Vendor's facilities/project site during and after each work assignment the Vendor is performing.

5. Vendor Performance Evaluation

The County has implemented a Vendor Performance Evaluation System for all contracts awarded in excess of \$25,000. To this end, vendors will be evaluated on their performance upon completion/termination of this Agreement.

6. Additional Terms and Conditions of Contract

Collier County has developed standard contracts/agreements, approved by the Board of County Commissioners (BCC). The selected Vendor shall be required to sign a standard Collier County contract within twenty one (21) days of Notice of Selection for Award.

The resultant contract(s) may include purchase or work orders issued under one, or any combination of price methodologies by the County's project manager:

Lump Sum (Fixed Price): a firm fixed total price offering for a project; the risks are transferred from the County to the contractor; and, as a business practice there are no hourly or material

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invoices presented, rather, the contractor must perform to the satisfaction of the County's project manager before payment for the fixed price contract is authorized.

Time and Materials: the County agrees to pay the contractor for the amount of labor time spent by the contractor's employees and subcontractors to perform the work (number of hours times hourly rate), and for materials and equipment used in the project (cost of materials plus the contractor's mark up). This methodology is generally used in projects in which it is not possible to accurately estimate the size of the project, or when it is expected that the project requirements would most likely change. As a general business practice, these contracts include back-up documentation of costs; invoices would include number of hours worked and billing rate by position (and not company (or subcontractor) timekeeping or payroll records), material or equipment invoices, and other reimbursable documentation for the project.

Unit Price: the County agrees to pay a firm total fixed price (inclusive of all costs, including labor, materials, equipment, overhead, etc.) for a repetitive product or service delivered (i.e. installation price per ton, delivery price per package or carton, etc.). The invoice must identify the unit price and the number of units received (no contractor inventory or cost verification required).

The County reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of Collier County. A sample copy of this contract is available upon request. The County will not be obligated to sign any contracts, maintenance and/or service agreements or other documents provided by the Vendor.

The County's project manager, shall coordinate with the Vendor / Contractor the return of any surplus assets, including materials, supplies, and equipment associated with the scope or work.

7. Payment Method

Payments are made in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes. Vendor's invoices must include:

- Purchase Order Number
- Description and quantities of the goods or services provided per instructions on the County's purchase order or contract.

Invoices shall be sent to:

Board of County Commissioners
 Clerk's Finance Department
 ATTN: Accounts Payable
 3299 Tamiami Trail E Ste 700
 Naples FL 34112

Or emailed to: bccapclerk@collierclerk.com.

Collier County, in its sole discretion, will determine the method of payment for goods and/or services as part of this agreement.

Payment methods include:

- Traditional – payment by check, wire transfer or other cash equivalent.
- Standard – payment by purchasing card. Collier County's Purchasing Card Program is supported by standard bank credit suppliers (i.e. VISA and MasterCard), and as such, is cognizant of the Rules for VISA Merchants and MasterCard Merchant Rules.

The County may not accept any additional surcharges (credit card transaction fees) as a result of using the County's credit card for transactions relating to this solicitation. The County will entertain bids clearly stating pricing for standard payment methods. An additional separate discounted price for traditional payments may be provided at the initial bid submittal if it is clearly marked as an "Additional Cash Discount."

Upon execution of the Contract and completion of each month's work, payment requests may be submitted to the Project Manager on a monthly basis by the Contractor for services rendered for that prior month. Services beyond sixty (60) days from current monthly invoice will not be considered for payment without prior approval from the Project manager. All invoices should be submitted within the fiscal year the work was performed. (County's fiscal year is October 1 - September 30.) Invoices submitted after the close of the fiscal year will not be accepted (or processed for payment) unless specifically authorized by the Project Manager.

Payments will be made for articles and/or services furnished, delivered, and accepted, upon receipt and approval of invoices submitted on the date of services or within six (6) months after completion of contract. Any untimely submission of invoices beyond the specified deadline period is subject to non-payment under the legal doctrine of "laches" as untimely submitted. Time shall be deemed of the essence with respect to the timely submission of invoices under this agreement.

In instances where the successful contractor may owe debts (including, but not limited to taxes or other fees) to Collier County and the contractor has not satisfied nor made arrangement to satisfy these debts, the County reserves the right to off-set the amount owed to the County by applying the amount owed to the vendor or contractor for services performed or for materials delivered in association with a contract.

Invoices shall not reflect sales tax. After review and approval, the invoice will be transmitted to the Finance Division for payment. Payment will be made upon receipt of proper invoice and in compliance with Chapter 218 Florida Statutes, otherwise known as the "Local Government Prompt Payment Act." Collier County reserves the right to withhold and/or reduce an appropriate amount of any payment for work not performed or for unsatisfactory performance of Contractual requirements.

8. Environmental Health and Safety

All Vendors and Sub vendors performing service for Collier County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Vendors and Sub vendors shall be responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. All firewall penetrations must be protected in order to meet Fire Codes.

Collier County Government has authorized OSHA representatives to enter any Collier County facility, property and/or right-of-way for the purpose of inspection of any Vendor's work operations. This provision is non-negotiable by any department and/or Vendor.

All new electrical installations shall incorporate NFPA 70E Short Circuit Protective Device Coordination and Arc Flash Studies where relevant as determined by the engineer.

All electrical installations shall be labeled with appropriate NFPA 70E arc flash boundary and PPE Protective labels.

9. Licenses

The Vendor is required to possess the correct Business Tax Receipt, professional license, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind. **Additionally, copies of the required licenses must be submitted with the proposal response indicating that the entity proposing, as well as the team assigned to the County account, is properly licensed to perform the activities or work included in the contract documents. Failure on the part of any Vendor to submit the required documentation may be grounds to deem Vendor non-responsive.** A Vendor, with an office within Collier County is also required to have an occupational license.

All State Certified contractors who may need to pull Collier County permits or call in inspections must complete a Collier County Contractor License registration form and submit the required fee. After registering the license/registration will need to be renewed thereafter to remain "active" in Collier County.

If you have questions regarding professional licenses contact the Contractor Licensing, Community Development and Environmental Services at (239) 252-2431, 252-2432 or 252-2909. Questions regarding required occupational licenses, please contact the Tax Collector's Office at (239) 252-2477.

10. Principals/Collusion

By submission of this Proposal the undersigned, as Vendor, does declare that the only person or persons interested in this Proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any person, company or parties making a Proposal, and that it is in all respects fair and in good faith without collusion or fraud.

11. Relation of County

It is the intent of the parties hereto that the Vendor shall be legally considered an independent Vendor, and that neither the Vendor nor their employees shall, under any circumstances, be considered employees or agents of the County, and that the County shall be at no time legally responsible for any negligence on the part of said Vendor, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

12. Termination

Should the Contractor be found to have failed to perform services in a manner satisfactory to the County, the County may terminate this Agreement immediately for cause; further the County may terminate this Agreement for convenience with a thirty (30) day written notice. The County shall be sole judge of non-performance. In the event that the award of this solicitation is made by the Procurement Services Director, the award and any resultant purchase orders may be terminated at any time by the County upon thirty (30) days written notice to the awarded vendor(s) pursuant to the Board's Procurement Ordinance.

13. Lobbying

All firms are hereby placed on **NOTICE** that the Board of County Commissioners does not wish to be lobbied, either individually or collectively about a project for which a firm has submitted a Proposal.

Firms and their agents are not to contact members of the County Commission for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from Proposal closing to final Board approval**, no firm or their agent shall contact any other employee of Collier County in reference to this Proposal, with the exception of the Procurement Director or his designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

14. Public Records Compliance

Florida Public Records Law Chapter 119, including specifically those contractual requirements in 119.0701(2)(a)-(b) as follows:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Communication and Customer Relations Division
3299 Tamiami Trail East, Suite 102
Naples, FL 34112-5746
Telephone: (239) 252-8383

The Contractor must specifically comply with the Florida Public Records Law to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency 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 in this chapter or as otherwise provided by law.
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 public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

15. Certificate of Authority to Conduct Business in the State of Florida (Florida Statute 607.1501)

In order to be considered for award, firms must be registered with the Florida Department of State Divisions of Corporations in accordance with the requirements of Florida Statute 607.1501 and provide a certificate of authority (www.sunbiz.org/search.html) prior to execution of a contract. A copy of the document may be submitted with the solicitation response and the document number shall be identified. Firms who do not provide the certificate of authority at the time of response shall

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be required to provide same within five (5) days upon notification of selection for award. If the firm cannot provide the document within the referenced timeframe, the County reserves the right to award to another firm.

16. Single Proposal

Each Vendor must submit, with their proposal, the required forms included in this RFP. Only **one** proposal from a legal entity as a primary will be considered. A legal entity that submits a proposal as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same RFP. If a legal entity is not submitting as a primary or as part of a partnership or joint venture as a primary, that legal entity may act as a sub-consultant to any other firm or firms submitting under the same RFP. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

In addition, consultants that have participated and/or will participate in the development of scope, background information or oversight functions on this project are precluded from submitting a Proposal as either a prime or sub-consultant.

17. Survivability

Work Orders: The Consultant/Contractor/Vendor agrees that any Work Order that extends beyond the expiration date of Solicitation 15-6469 Well Testing, Drilling and Maintenance will survive and remain subject to the terms and conditions of that Agreement until the completion or termination of this Work Order.

18. Protest Procedures

Any prospective vendor / proposer who desires to protest any aspect(s) or provision(s) of the solicitation (including the form of the solicitation documents or procedures) shall file their protest with the Procurement Director prior to the time of the bid opening strictly in accordance with the County's then current Procurement Ordinance and policies.

The Board of County Commissioners will make award of contract in public session. Award recommendations will be posted outside the offices of the Procurement Services Division on Wednesdays and Thursdays. Any actual or prospective respondent who desires to formally protest the recommended contract award must file a notice of intent to protest with the Procurement Director within two (2) calendar days (excluding weekends and County holidays) of the date that the recommended award is posted.

Upon filing of said notice, the protesting party will have five (5) days to file a formal protest and will be given instructions as to the form and content requirements of the formal protest. A copy of the "Protest Policy" is available at the office of the Procurement Director.

19. Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for

CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

20. Security and Background Checks

The Contractor is required to comply with County Ordinance 2004-52, as amended. Background checks are valid for five (5) years and the Contractor shall be responsible for all associated costs. If required, Contractor shall be responsible for the costs of providing background checks by the Collier County Facilities Management Division for all employees that shall provide services to the County under this Agreement. This may include, but not be limited to, checking federal, state and local law enforcement records, including a state and FBI fingerprint check, credit reports, education, residence and employment verifications and other related records. Contractor shall be required to maintain records on each employee and make them available to the County for at least four (4) years.

All of Contractor's employees and subcontractors must wear Collier County Government Identification badges at all times while performing services on County facilities and properties. Contractor ID badges are valid for one (1) year from the date of issuance and can be renewed each year at no cost to the Contractor during the time period in which their background check is valid, as discussed below. All technicians shall have on their shirts the name of the contractor's business.

The Contractor shall immediately notify the Collier County Facilities Management Division via e-mail (DL-FMOPS@colliergov.net) whenever an employee assigned to Collier County separates from their employment. This notification is critical to ensure the continued security of Collier County facilities and systems. Failure to notify within four (4) hours of separation may result in a deduction of \$500 per incident.

CCSO requires separate fingerprinting prior to work being performed in any of their locations. This will be coordinated upon award of the contract. If there are additional fees for this process, the vendor is responsible for all costs.

21. Conflict of Interest

Vendor shall complete the Conflict of Interest Affidavit included as an attachment to this RFP document. Disclosure of any potential or actual conflict of interest is subject to County staff review and does not in and of itself disqualify a firm from consideration. These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

22. Prohibition of Gifts to County Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any County employee, as set forth in Chapter 112, Part III, Florida Statutes, the current Collier County Ethics Ordinance and County Administrative Procedure 5311. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with County staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the County for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

23. Immigration Affidavit Certification

Statutes and executive orders require employers to abide by the immigration laws of the United States and to employ only individuals who are eligible to work in the United States.

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The Employment Eligibility Verification System (E-Verify) operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), provides an Internet-based means of verifying employment eligibility of workers in the United States; it is not a substitute for any other employment eligibility verification requirements. The program will be used for Collier County formal Invitations to Bid (ITB) and Request for Proposals (RFP) including professional services and construction services.

Exceptions to the program:

- Commodity based procurement where no services are provided.
- Where the requirement for the affidavit is waived by the Board of County Commissioners

Vendors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the vendor's/bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. Vendors are also required to provide the Collier County Procurement Services Division an executed affidavit certifying they shall comply with the E-Verify Program. The affidavit is attached to the solicitation documents. **If the Bidder/Vendor does not comply with providing both the acceptable E-Verify evidence and the executed affidavit the bidder's / vendor's proposal may be deemed non-responsive.**

Additionally, vendors shall require all subcontracted vendors to use the E-Verify system for all purchases not covered under the "Exceptions to the program" clause above.

For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: <http://www.dhs.gov/E-Verify>. It shall be the vendor's responsibility to familiarize themselves with all rules and regulations governing this program.

Vendor acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended and with the provisions contained within this affidavit. Failure by the awarded firm(s) to comply with the laws referenced herein or the provisions of this affidavit shall constitute a breach of the award agreement and the County shall have the discretion to unilaterally terminate said agreement immediately.

24. Collier County Local Preference Policy

Collier County provides an incentive to local business to enhance the opportunities of local businesses in the award of County contracts. In the evaluation of proposals, the County rewards Vendors for being a local business by granting a ten (10) points incentive in the evaluation criterion points.

Local business means the vendor has a current Business Tax Receipt issued by the Collier County Tax Collector for at least one year prior to bid or proposal submission to do business within Collier County, and that identifies the business with a permanent physical business address located within the limits of Collier County from which the vendor's staff operates and performs business in an area zoned for the conduct of such business. A Post Office Box or a facility that receives mail, or a non-permanent structure such as a construction trailer, storage shed, or other non-permanent structure shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a vendor shall not be considered a "local business" unless it contributes to the economic development and well-being of Collier County in a verifiable and measurable way. This may include, but not be

limited to, the retention and expansion of employment opportunities, support and increase to the County's tax base, and residency of employees and principals of the business within Collier County. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid or proposal to be eligible for consideration as a "local business" under this section. A vendor who misrepresents the Local Preference status of its firm in a proposal or bid submitted to the County will lose the privilege to claim Local Preference status for a period of up to one year.

Under this solicitation proposers desiring to receive local preference will be invited and required to affirmatively state and provide documentation as set forth in the solicitation in support of their status as a local business. Any proposer who fails to submit sufficient documentation with their proposal offer shall not be granted local preference consideration for the purposes of that specific contract award. Except where federal or state law, or any other funding source, mandates to the contrary, Collier County and its agencies and instrumentalities, will give preference to local businesses in the following manner.

For all purchases of commodities and services procured through a competitive proposal process and not otherwise exempt from this local preference section, the solicitation shall include a weighted criterion for local preference that equals 10 percent of the total points in the evaluation criteria published in the solicitation. Purchases of professional services as defined and identified under subsection 11B.2 (which are subject to Section 287.055, F.S.) and subsection 11B.3 (which are subject to Section 11.45, F.S.) shall not be subject to this local preference section.

The vendor must complete and submit with their proposal response the *Affidavit for Claiming Status as a Local Business* which is included as part of this solicitation.

Failure on the part of a vendor to submit this Affidavit with their proposal response will preclude said Vendor from being considered for local preference under this solicitation.

A vendor who misrepresents the Local Preference status of its firm in a proposal or bid submitted to the County will lose the privilege to claim Local Preference status for a period of up to one year.



Attachment 1: Vendor's Non-Response Statement

The sole intent of the Collier County Procurement Services Division is to issue solicitations that are clear, concise and openly competitive. Therefore, we are interested in ascertaining reasons for prospective Vendors not wishing to respond to this solicitation. If your firm is not responding to this RFP, please indicate the reason(s) by checking the item(s) listed below and return this form via email or fax, noted on the cover page, or mail to Collier County Government, Procurement Services Division, 3327 Tamiami Trail E, Naples, FL 34112.

We are not responding to Solicitation 15-6469 Well Testing, Drilling and Maintenance for the following reason(s):

- Services requested not available through our company.
- Our firm could not meet specifications/scope of work.
- Specifications/scope of work not clearly understood or applicable (too vague, rigid, etc.)
- Project is too small.
- Insufficient time allowed for preparation of response.
- Incorrect address used. Please correct mailing address:

- Other reason(s): _____

Name of Firm: _____

Address: _____

City, State, Zip: _____

Telephone: _____

Email: _____

Representative Signature: _____

Representative Name: _____ Date _____

Attachment: 15-6469 Solicitation (3883 : Well Testing, Drilling and Maintenance Contract Approval)



Attachment 2: Vendor Check List

IMPORTANT: THIS SHEET MUST BE SIGNED. Please read carefully, sign in the spaces indicated and return with your Proposal. Vendor should check off each of the following items as the necessary action is completed:

- The Proposal has been signed.
- All applicable forms have been signed and included, along with licenses to complete the requirements of the project.
- Any addenda have been signed and included.
- The mailing envelope has been addressed to:
Collier County Government
Procurement Services Division
3327 Tamiami Trail E
Naples FL 34112
Attn: Swainson Hall, Procurement Strategist
- The **mailing envelope must be sealed and marked** with Solicitation 15-6469 Well Testing, Drilling and Maintenance and November 30, 2016.
- The Proposal will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposal cannot be considered.)
- If submitting a manual bid, include any addenda (initialed and dated noting understanding and receipt). If submitting bid electronically, bidder will need to download all related documents on www.colliergov.net/bid. The system will date and time stamp when the addendum files were downloaded.

ALL COURIER-DELIVERED PROPOSALS MUST HAVE THE RFP NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET.

Name of Firm: _____

Address: _____

City, State, Zip: _____

Telephone: _____

Email: _____

Representative Signature: _____

Representative Name: _____ Date _____



Attachment 3: Conflict of Interest Affidavit

The Consultant certifies that, to the best of its knowledge and belief, the past and current work on any Collier County project affiliated with: _____ does not pose an organizational conflict as described by one of the three categories below:

Biased ground rules – The firm has not set the “ground rules” for affiliated past or current Collier County project identified above (e.g., writing a procurement’s statement of work, specifications, or performing systems engineering and technical direction for the procurement) which appears to skew the competition in favor of my firm.

Impaired objectivity – The firm has not performed work on an affiliated past or current Collier County project identified above to evaluate proposals / past performance of itself or a competitor, which calls into question the contractor’s ability to render impartial advice to the government.

Unequal access to information – The firm has not had access to nonpublic information as part of its performance of a Collier County project identified above which may have provided the contractor (or an affiliate) with an unfair competitive advantage in current or future solicitations and contracts.

In addition to this signed affidavit, the contractor / consultant must provide the following:

1. All documents produced as a result of the work completed in the past or currently being worked on for the above mentioned project; and,
2. Indicate if the information produced was obtained as a matter of public record (in the “sunshine”) or through non-public (not in the “sunshine”) conversation (s), meeting(s), document(s) and/or other means.
3. Failure to disclose all material or having an organizational conflict in one or more of the three categories above be identified, may result in the disqualification for future solicitations affiliated with the above referenced project(s).

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the project identified above has been fully disclosed and does not pose an organizational conflict.

Firm: _____

Signature and Date: _____

Print Name: _____

Title of Signatory: _____

State of _____ County of _____

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20_____, by _____, who is personally known to me to be the _____ for the Firm, OR who produced the following identification _____.

Notary Public _____ Commission Expiration _____

Attachment: 15-6469 Solicitation (3883 : Well Testing, Drilling and Maintenance Contract Approval)



Attachment 4: Vendor Declaration Statement

BOARD OF COUNTY COMMISSIONERS
 Collier County Government Complex
 Naples, Florida 34112

RE: Solicitation: 15-6469 Well Testing, Drilling and Maintenance

Dear Commissioners:

The undersigned, as Contractor declares that this proposal is made without connection or arrangement with any other person and this proposal is in every respect fair and made in good faith, without collusion or fraud.

The Contractor agrees, if this proposal is accepted, to execute a Collier County document for the purpose of establishing a formal contractual relationship between the firm and Collier County, for the performance of all requirements to which the proposal pertains. The Consultant states that the proposal is based upon the proposal documents listed by the above referenced **Solicitation 15-6469 Well Testing, Drilling and Maintenance**.

(Proposal Continued on Next Page)

Attachment: 15-6469 Solicitation (3883 : Well Testing, Drilling and Maintenance Contract Approval)

15-6469

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PROPOSAL CONTINUED

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this ____ day of _____, 20
in the County of _____, in the State of _____.

Firm's Legal Name: _____

Address: _____

City, State, Zip Code: _____

Florida Certificate of Authority Document Number: _____

Federal Tax Identification Number _____

CCR # or CAGE Code _____

Telephone: _____

FAX: _____

Signature by: _____
(Typed and written)

Title: _____

Additional Contact Information

Send payments to: _____
(required if different from above) Company name used as payee

Contact name: _____

Title: _____

Address: _____

City, State, ZIP _____

Telephone: _____

FAX: _____

Email: _____

Office servicing Collier County to place orders _____
(required if different from above)

Contact name: _____

Title: _____

Address: _____

City, State, ZIP _____

Telephone: _____ Email _____

Attachment: 15-6469 Solicitation (3883 : Well Testing, Drilling and Maintenance Contract Approval)



Attachment 5: Affidavit for Claiming Status as a Local Business

Solicitation: 15-6469 Well Testing, Drilling and Maintenance (Check Appropriate Boxes Below)

State of Florida (Select County if Vendor is described as a Local Business)

- Collier County
- Lee County

Vendor affirms that it is a local business as defined by the Procurement Ordinance of the Collier County Board of County Commissioners and the Regulations Thereto. As defined in Section XI of the Collier County Procurement Ordinance:

Local business means the vendor has a current Business Tax Receipt issued by the Collier County Tax Collector for at least one year prior to bid or proposal submission to do business within Collier County, and that identifies the business with a permanent physical business address located within the limits of Collier County from which the vendor's staff operates and performs business in an area zoned for the conduct of such business. A Post Office Box or a facility that receives mail, or a non-permanent structure such as a construction trailer, storage shed, or other non-permanent structure shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a vendor shall not be considered a "local business" unless it contributes to the economic development and well-being of Collier County in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities, support and increase to the County's tax base, and residency of employees and principals of the business within Collier County. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid or proposal to be eligible for consideration as a "local business" under this section. A vendor who misrepresents the Local Preference status of its firm in a proposal or bid submitted to the County will lose the privilege to claim Local Preference status for a period of up to one year.

Vendor must complete the following information:

Year Business Established in Collier County or Lee County: _____

Number of Employees (Including Owner(s) or Corporate Officers): _____

Number of Employees Living in Collier County or Lee (Including Owner(s) or Corporate Officers): _____

If requested by the County, vendor will be required to provide documentation substantiating the information given in this affidavit. Failure to do so will result in vendor's submission being deemed not applicable.

Vendor Name: _____ Date: _____

Collier or Lee County Address: _____

Signature: _____ Title: _____

STATE OF FLORIDA

COLLIER COUNTY

LEE COUNTY

Sworn to and Subscribed Before Me, a Notary Public, for the above State and County, on this _____ Day of _____, 20_____.

Notary Public

My Commission Expires: _____

(AFFIX OFFICIAL SEAL)

Attachment: 15-6469 Solicitation (3883 : Well Testing, Drilling and Maintenance Contract Approval)



Attachment 6: Immigration Affidavit Certification

Solicitation: 15-6469 Well Testing, Drilling and Maintenance

This Affidavit is required and should be signed, notarized by an authorized principal of the firm and submitted with formal Invitations to Bid (ITB's) and Request for Proposals (RFP) submittals. Further, Vendors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the vendor's/bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. Failure to include this Affidavit and acceptable evidence of enrollment in the E-Verify program, may deem the Vendor / Bidder's proposal as non-responsive.

Collier County will not intentionally award County contracts to any vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

Collier County may consider the employment by any vendor 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 termination of the contract by Collier County.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Vendor's / Bidder's proposal.

Company Name _____

Print Name _____ Title _____

Signature _____ Date _____

State of _____

County of _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 20____, by

_____ who has produced _____ as identification. (Print or Type Name) (Type of Identification and Number)

Notary Public Signature _____

Printed Name of Notary Public _____

Notary Commission Number/Expiration _____

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

Attachment: 15-6469 Solicitation (3883 : Well Testing, Drilling and Maintenance Contract Approval)



**Attachment 7: Vendor Substitute W – 9
Request for Taxpayer Identification Number and Certification**

In accordance with the Internal Revenue Service regulations, Collier County is required to collect the following information for tax reporting purposes from individuals and companies who do business with the County (including social security numbers if used by the individual or company for tax reporting purposes). Florida Statute 119.071(5) require that the county notify you in writing of the reason for collecting this information, which will be used for no other purpose than herein stated. Please complete all information that applies to your business and return with your quote or proposal.

1. General Information (provide all information)

Taxpayer Name _____ <i>(as shown on income tax return)</i>	
Business Name _____ <i>(if different from taxpayer name)</i>	
Address _____	City _____
State _____	Zip _____
Telephone _____	FAX _____ Email _____
Order Information	Remit / Payment Information
Address _____	Address _____
City _____ State _____ Zip _____	City _____ State _____ Zip _____
FAX _____	FAX _____
Email _____	Email _____

2. Company Status (check only one)

<input type="checkbox"/> Individual / Sole Proprietor	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> Tax Exempt (Federal income tax-exempt entity under Internal Revenue Service guidelines IRC 501 (c) 3)	<input type="checkbox"/> Limited Liability Company	
Enter the tax classification <i>(D = Disregarded Entity, C = Corporation, P = Partnership)</i>		

3. Taxpayer Identification Number (for tax reporting purposes only)

Federal Tax Identification Number (TIN) _____
(Vendors who do not have a TIN, will be required to provide a social security number prior to an award of the contract.)

4. Sign and Date Form

Certification: *Under penalties of perjury, I certify that the information shown on this form is correct to my knowledge.*

Signature _____	Date _____
Title _____	Phone Number _____

Attachment: 15-6469 Solicitation (3883 : Well Testing, Drilling and Maintenance Contract Approval)

- Valuable Papers Insurance \$_____ Per Occurrence
- Employee Dishonesty / Crime \$_____ Per Occurrence
Including Employee Theft, Funds Transfer Fraud, Include a Joint Loss Payee endorsement naming Collier County.

- 6. Bid bond
Shall be submitted with proposal response in the form of certified funds, cashiers' check or an irrevocable letter of credit, a cash bond posted with the County Clerk, or proposal bond in a sum equal to 5% of the cost proposal. All checks shall be made payable to the Collier County Board of County Commissioners on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.
- 7. Performance and Payment Bonds
For projects in excess of \$200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.
- 8. Vendor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Vendor shall provide County with certificates of insurance meeting the required insurance provisions.
- 9. Collier County must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.
- 10. The Certificate Holder shall be named as Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR Collier County Government, OR Collier County. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Collier County.
- 11. **Thirty (30) Days Cancellation Notice** required.

RLC 8/18/2016

Vendor's Insurance Statement

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of this solicitation.

Name of Firm _____ Date _____

Vendor Signature _____

Print Name _____

Insurance Agency _____

Agent Name _____ Telephone Number _____

Attachment: 15-6469 Solicitation (3883 : Well Testing, Drilling and Maintenance Contract Approval)



Attachment 9: Reference Questionnaire

Solicitation: 15-6469 Well Testing, Drilling and Maintenance
 Reference Questionnaire for:

(Name of Company Requesting Reference Information)

(Name of Individuals Requesting Reference Information)

Name: _____ Company: _____
 (Evaluator completing reference questionnaire) (Evaluator's Company completing reference)

Email: _____ FAX: _____ Telephone: _____

Collier County is implementing a process that collects reference information on firms and their key personnel to be used in the selection of firms to perform this project. The Name of the Company listed in the Subject above has listed you as a client for which they have previously performed work. Please complete the survey. Please rate each criteria to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). If you do not have sufficient knowledge of past performance in a particular area, leave it blank and the item or form will be scored "0." (Please note, references from Collier County staff will not be accepted.)

Project Description: _____ Completion Date: _____

Project Budget: _____ Project Number of Days: _____

Change Orders - Dollars Added : _____ Change Orders - Days Added: _____

Item	Criteria	Score
1	Ability to manage the project costs (minimize change orders to scope).	
2	Ability to maintain project schedule (complete on-time or early).	
3	Quality of work.	
4	Quality of consultative advice provided on the project.	
5	Professionalism and ability to manage personnel.	
6	Project administration (completed documents, final invoice, final product turnover; invoices; manuals or going forward documentation, etc.)	
7	Ability to verbally communicate and document information clearly and succinctly.	
8	Ability to manage risks and unexpected project circumstances.	
9	Ability to follow contract documents, policies, procedures, rules, regulations, etc.	
10	Overall comfort level with hiring the company in the future (customer satisfaction).	
TOTAL SCORE OF ALL ITEMS		

Please FAX this completed survey to: _____ By _____

Attachment: 15-6469 Solicitation (3883 : Well Testing, Drilling and Maintenance Contract Approval)