



PROJECT NO.:IFB130226

OPEN DATE: Thursday March 21, 2013

AND TIME: 2:30 P.M.

PRE-BID DATE: Tuesday March 5, 2013

AND TIME: 10:00AM

LOCATION: Lee County Procurement Mgmt.  
1825 Hendry Street, 3<sup>rd</sup> Floor  
Fort Myers, FL 33902

# REQUEST FOR INFORMAL BID

**TITLE:**  
**SEAWEED AND RED TIDE DEBRIS  
COLLECTING, LOADING AND HAULING  
(Step One – Qualifications)**

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
DIVISION OF PROCUREMENT MANAGEMENT

**MAILING ADDRESS**

P.O. BOX 398  
FORT MYERS, FL 33902-0398

**PHYSICAL ADDRESS**

1825 Hendry St 3<sup>rd</sup> Floor  
FORT MYERS, FL 33901

**PROCUREMENT CONTACT:**

Amy Hofschneider  
Procurement Analyst  
(239) 533-5899  
ahofschneider@leegov.com

## **INTRODUCTION**

### **OVERVIEW**

Lee County Parks and Recreation is accepting bids from company's interest in providing Beach and Shoreline clean-up on various beaches throughout Lee County. Services will be required on an as needed basis for removal of dead fish, seaweed and other debris that wash up on shoreline due to high tide, red tide etc.

### **TWO-STEP QUOTE PROCESS**

#### **NOTE:**

**\*PLEASE SUBMIT STEPS ONE AND TWO TOGETHER ON THE PROJECT OPENING DATE.**

**\*PLEASE USE SEPARATE SEALED ENVELOPES MAKED "STEP ONE" AND "STEP TWO".**

Lee County is utilizing a two-step process to evaluate the qualifications of quoters and allow only qualified companies to have their prices opened and considered under Step Two.

\*. Step One will require interested vendors to submit the qualifications of their company

\*. In Step Two, only those companies qualified in Step One will be eligible to have their pricing opened and considered.

### **STEP ONE – REQUEST FOR QUALIFICATIONS**

In Step One, submit all requested information to Lee County Procurement Management, 1825 Hendry Street, 3<sup>rd</sup> Floor, Fort Myers, FL 33901, before the deadline given on the cover of this solicitation. Qualifications received after this date and time will not be accepted.

Bids will be evaluated on the basis of the proposer's response to all the requirements in this bid. The County shall use the following criteria in its evaluations and comparisons of bidders.

A committee with representatives from Lee County will be formed to evaluate each submittal and points will be assessed based upon the bidder's responsiveness to each identified criterion below. Bidders should include the qualification Statement enclosed as part of the Step One submittal to help assist the committee in evaluating proposal.

Only the top three (3) firms achieving the most points will move on to Step Two.

In order to be considered responsive in Step One, you should submit all information requested, including appropriate signatures. Failure to meet these requirements may cause your company to be declared non-responsive.

## **GENERAL CONDITIONS**

Sealed Bids will be received by the DIVISION OF PROCUREMENT MANAGEMENT, until 2:30pm on the date specified on the cover sheet of this "Request for Informal Bid", and opened immediately thereafter by the Director or designee.

Any question regarding this solicitation should be directed to the Procurement Division Contact listed on the cover page of this solicitation, or by calling the Division of Procurement Management at (239) 533-5450.

### **1. SUBMISSION OF QUOTE:**

- a. Bids must be sealed in an envelope, and the outside of the envelope must be marked with the following information:

1. Marked with the words "Sealed Bid"
2. Name of the firm submitting the bid
3. Title of the bid
4. Bid number
5. 1 – Envelope Marked "Step One (No Pricing)  
1 - Envelope Marked "Step Two"

- b. The Bid must be submitted in duplicate as follows:

#### **STEP ONE - Qualifications**

1. The original consisting of the Lee County solicitation forms completed and signed.
2. Four (4) identical copies of the original for the evaluation committee.

#### **STEP TWO – Pricing**

1. The original consisting of the Lee County solicitation forms completed and signed.
2. One (1) identical copy of the original.

- c. The following must be submitted along with the solicitation in a separate envelope. This envelope must be marked as described above, but instead of marking the envelope as "Sealed Bid", please indicate the contents; i.e., literature, drawings, submittals, etc. This information must be submitted in duplicate.

1. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your bid; i.e., required submittals, literature, technical data, financial statements.
2. Warranties and guarantees against defective materials and workmanship.

- d. **BIDS RECEIVED LATE:** It is the vendor's responsibility to ensure the bid is received by the Division of Procurement Management prior to the opening date and time specified. Any bid received after the opening date and time will be promptly returned to the vendor unopened. Lee County will not be responsible for bids received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.

- e. **BID CALCULATION ERRORS:** In the event there is a discrepancy between the total bid amount or the extended amounts and the unit prices bid, the unit prices will prevail and the corrected sum will be considered the bid price.
- f. **PAST PERFORMANCE:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.). Poor or unacceptable past performance may result in bidder disqualification.
- g. **WITHDRAWAL OF BID:** No bid may be withdrawn for a period of 90 days after the scheduled time for receiving bids. A bid may be withdrawn prior to the bid-opening date and time. Such a request to withdraw must be made in writing to the Procurement Management Director, who will approve or disapprove of the request.
- h. **COUNTY RESERVES THE RIGHT:** The County reserves the right to exercise its discretion, to waive minor informalities in any bid; to reject any or all bids with or without cause; and/or to accept the bid that in its judgment will be in the best interest of the County of Lee.
- i. **EXECUTION OF BID:** All bids shall contain the signature of an authorized representative of the vendor in the space provided on the quote proposal form. All bids shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the bid shall be initialed.
- j. **ADDITIONS/REVISIONS/DELETIONS:** Additions, revisions or deletions to the general conditions, specifications or quote price sheets that change the intent of the bid will cause the bid to be non-responsive and the bid will not be considered. The Procurement Director shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the bid.

## 2. **ACCEPTANCE**

The materials and/or services delivered under the bid **shall** remain the property Of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event the materials and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.

## 3. **SUBSTITUTIONS**

Whenever in these specifications a brand name or make is mentioned, it is the intention of the County only to establish a grade or quality of materials and not to rule out other brands or makes of equal quality. However, if a product other than that specified is bid, it is the vendor's responsibility to name such product with his bid and to prove to the County that said product is equal to the product specified. Lee County **shall** be the sole judge as to whether a product being offered by the vendor is actually equivalent to the one being specified by the detailed specifications. (Note: This paragraph does not apply when it is determined that the technical requirements of this solicitation will require a specific product only, as stated in the detailed specifications.)

4. **RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES**

The awarded vendor shall observe and obey all laws, ordinances, rules, and regulations, of the federal, state, and local government, which may be applicable to the supply of this product or service. The awarded vendor has attested to compliance with the applicable immigration laws of the United States in the attached affidavit. Violations of the immigration laws of the United States shall be grounds for unilateral termination of the awarded agreement.

- a. Local Business Tax – Vendor shall submit within 10 calendar days after request.
- b. Specialty License(s) – Vendor shall possess at the time of the opening of the bid all necessary permits and/or licenses required for the sale of this product and/or service and upon the request of the County will provide copies of licenses and/or permits within 10 calendar days after request.
- c. The geographic preference established in the Local Vendor Preference ordinance is applicable to all Lee County procurement activities unless otherwise specifically noted in the solicitation package. Provided, however, the Local Vendor Preference ordinance is not applicable to procurement activity or solicitations involving Federal Transit Administration grant funds.
- d. Florida Statutes Section 607.1501 (1) states: A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.

5. **WARRANTY/GUARANTEE** (unless otherwise specified)

All materials and/or services furnished under this bid shall be warranted by the vendor to be free from defects and fit for the intended use.

6. **PRE-BID CONFERENCE**

A pre-bid conference will be held at the location, date, and time specified on the cover of this solicitation. Pre-bid conferences are generally non-mandatory, but it is highly recommended that everyone planning to submit a bid attend.

In the event a pre-bid conference is classified as mandatory, it will be so specified on the cover of this solicitation and it will be the responsibility of the quoter to ensure that they are represented at the pre-bid. Only those bidders who attend the pre-bid conference will be allowed to bid on this project.

7. **LEE COUNTY PAYMENT PROCEDURES**

All vendors are requested to mail an original invoice to:

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

All invoices will be paid as directed by the Lee County payment procedure unless otherwise differently stated in the detailed specification portion of this bid.

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

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

8. **PUBLIC ENTITY CRIME**

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

9. **QUALIFICATION OF BIDDERS** (unless otherwise noted)

Bids will be considered only from firms normally engaged in the sale and distribution or provision of the services as specified herein. Bidders shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to Lee County. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other action necessary to determine ability to perform is satisfactory, and reserves the right to reject bids where evidence submitted or investigation and evaluation indicates an inability of the vendor to perform.

10. **MATERIAL SAFETY DATA SHEETS**

In accordance with Chapter 443 of the Florida Statutes, it is the vendor's responsibility to provide Lee County with Materials Safety Data Sheets on quoted materials, as may apply to this procurement.

11. **MISCELLANEOUS**

If a conflict exists between the General Conditions and the detailed specifications, then the detailed specifications shall prevail.

12. **WAIVER OF CLAIMS**

Once this contract expires, or final payment has been requested and made, the awarded contractor shall have no more than 30 days to present or file any claims against the County concerning this contract. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning this agreement.

13. **AUTHORITY TO PIGGYBACK**

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

14. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

If applicable, the County reserves the right to purchase any of the items in this bid from State Contract Vendors if the prices are deemed lower on State Contract than the prices we receive in this solicitation.

b) **Any Single Large Project**

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

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

The County, in its sole discretion, reserves the right to purchase any of the items in this bid from a Disadvantaged Business Enterprise vendor if the prices are determined to be in the best interest of the County, to assist the County in the fulfillment of any of the County's grant commitments to federal or state agencies.

The County further reserves the right to purchase any of the items in this solicitation from DBE's to fulfill the County's state policy toward DBE's.

d) **Anti-Discrimination**

The vendor for itself, its successors in interest, and assignees, as part of the consideration there of covenant and agree that:

In the furnishing of services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, handicap or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The vendor will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, handicap or marital status. Such action shall include, but not be limited to, acts of employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Vendor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause.

Vendor will provide all information and reports required by relevant regulations and/or applicable directives. In addition, the vendor shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance. The vendor shall maintain and make available relevant data showing the extent to which members of minority groups are beneficiaries under these contracts.

Where any information required of the vendor is in the exclusive possession of another who fails or refuses to furnish this information, the vendor shall so certify to the County its effort made toward obtaining said information. The vendor shall remain obligated under this paragraph until the expiration of three (3) years after the termination of this contract.

In the event of breach of any of the above anti-discrimination covenants, the County shall have the right to impose sanctions as it may determine to be appropriate, including withholding payment to the vendor or canceling, terminating, or suspending this contract, in whole or in part.

Additionally, the vendor may be declared ineligible for further County contracts by rule, regulation or order of the Board of County Commissioners of Lee County, or as otherwise provided by law.

The vendor will send to each union, or representative of workers with which the vendor has a collective bargaining agreement or other contract of understanding, a notice informing the labor union of worker's representative of the vendor's commitments under this assurance, and shall post copies of the notice in conspicuous places available to the employees and the applicants for employment.

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

15. **AUDITABLE RECORDS**

The awarded vendor shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting methods, and Lee County reserves the right to determine the record-keeping method required in the event of non-conformity. These records shall be maintained for two years after completion of the project and shall be readily available to County personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

16. **DRUG FREE WORKPLACE**

Whenever two or more responses, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statutes 287.087.

17. **REQUIRED SUBMITTALS**

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



18. **TERMINATION**

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

The Procurement Management Director may immediately terminate any agreement as a result of this bid for emergency purposes, as defined by the Lee County Purchasing and Payment Procedure Manual.

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

19. **CONFIDENTIALITY**

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

20. **ANTI-LOBBYING CLAUSE**

All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Lee County Government, Lee County staff members, nor any members of the Qualification/Evaluation Review Committee are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on *formal notice* that they are ***not*** to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County for negotiations. Any such lobbying activities may cause immediate disqualification for this project.

21. **INSURANCE (AS APPLICABLE)**

Insurance shall be provided, per the attached insurance guide. Upon request, an insurance certificate complying with the attached guide may be required prior to award.

LEE COUNTY, FLORIDA  
QUALIFICATION QUOTE FORM  
FOR  
IFB130226

**Seaweed and Red Tide Debris Collecting, Loading and Hauling  
(Step One)**

DATE SUBMITTED: \_\_\_\_\_

VENDOR NAME: \_\_\_\_\_

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

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

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

The undersigned acknowledges  
receipt of Addenda numbers: \_\_\_\_\_

WILL YOU DELIVER WITH YOUR OWN VEHICLE AS OPPOSED TO COMMON CARRIER?  
YES \_\_\_\_\_ NO \_\_\_\_\_

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

Are there any modifications to the quote or specifications?  
YES \_\_\_\_\_ NO \_\_\_\_\_

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

MODIFICATIONS:

Bidder shall submit his/her bid on the County's Proposal Quote Form, including the firm name and authorized signature. Any blank spaces on the Proposal Quote Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the Bidder/Bid being declared non-responsive by the County.

ANTI-COLLUSION STATEMENT

**THE BELOW SIGNED BIDDER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS BID WITH OTHER BIDDERS AND HAS NOT COLLUDED WITH ANY OTHER BIDDER OR PARTIES TO A BID WHATSOEVER. NOTE; NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIALS (AS APPLICABLE).**

FIRM NAME: \_\_\_\_\_

BY (Printed): \_\_\_\_\_

BY (Signature): \_\_\_\_\_

TITLE: \_\_\_\_\_

FEDERAL ID # OR S.S.# \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE NO.: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

CELLULAR PHONE/PAGER NO.: \_\_\_\_\_

DUNS#: \_\_\_\_\_

LEE COUNTY LOCAL BUSINESS TAX ACCOUNT NUMBER:

\_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

DISADVANTAGED BUSINESS ENTERPRISE (DBE): \_\_\_\_\_

**LEE COUNTY, FLORIDA  
DETAILED SPECIFICATIONS  
FOR  
IFB130226  
Seaweed and Red Tide Debris Loading and Hauling  
(Step One)**

**SCOPE**

The intent of this quote is to establish a contract with a qualified and experienced vendor who will perform services on Lee County beaches to remove material such as seaweed, dead fish and other debris on an as needed basis due to high tides, tropical storms, red tide, etc. The awarded vendor will be responsible for accessing the beaches, collecting and transferring material from the beach to an appropriate vehicle and hauling it away to a pre arranged disposal site. All work performed under this agreement must meet the Florida Department of Environmental Protection Guidelines.

The area covered by this proposal is the beachfront from Bowditch Point Regional Park to Bonita Beach Park (up to 13 miles). Lee County reserves the right to add additional locations within Lee County as needs arise. Quoters should be aware that, historically, this problem has been at its worst during the months of January, February, and March and has been limited to a mile or two of beach front per event but could extend the entire 13 miles. In additional, there is limited number of access points for equipment to ingress/egress to and from the beach.

The DBE goal for this project is 10%. Bidder is required to provide information with respect to how this goal will be met; or, in the alternative, why meeting this goal is not possible. As meeting this goal is a concern for the County, the Bidder's response to this criterion will be considered and weighed in determining the responsiveness of the bid during the process of awarding this project.

**QUALIFICATION OF PROPOSERS**

Proposals will be considered only from firms normally engaged in the services specified herein. Firms must have a minimum of two (2) years experience in the clean-up/hauling of seaweed and red tide debris in the state of Florida. Proposers must be able to provide a minimum of three (3) corporate/government references (in the state of Florida) to which their firm has provided services similar to those requested herein. Proposers must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient services, including the means to be contacted for example via cell phone or pager which will afford the County immediate access to them when their services are required. As a minimum the vendor must provide two trucks (including properly licensed drivers) and all other equipment necessary to perform the job. Equipment must be maintained per the Department of Environmental Protection requirements.

NOTE: When services is requested by the County, should either of the trucks or any other required equipment not be operational, the awarded vendor will be responsible for renting equipment similar to what is specified herein. *Any cost involved in the rental of equipment shall be at no additional charge to Lee County.*

Lee County reserves the right, before recommending any award, to inspect the facilities and organization, inclusive of a credit check or to take any other action necessary to determine ability to perform in compliance with these specifications, terms and conditions.

Lee County will determine whether the evidence submitted, or investigation and evaluation indicate inability of the proposer to perform.

## VENDOR REQUIREMENTS

The awarded vendor shall, obtain all necessary permits, and shall pay all required fees to any County, City or Federal governmental agency having jurisdiction over the work. Inspections required by local ordinances during the course of the work shall be arranged by the vendor, as required. Satisfactory evidence to show that all work has been finalized in accordance with the ordinances and code requirements, shall be furnished to Lee County upon completion.

Additionally vendor is required to contact DEP to obtain permits and clearance prior to the commencement of any work.

## EVALUATION PROCESS AND CRITERIA

In Step One, submit all requested information to Lee County Procurement Management 1825 Hendry Street, 3<sup>rd</sup> Floor, Fort Myers, FL 33901, before the deadline given on the cover of this solicitation. Qualifications received after this date and time will not be accepted.

A committee with representatives from Lee County will be formed to evaluate each submittal and points will be assessed based upon the bidder's responsiveness to each identified criterion below. Bidders should include the qualification Statement enclosed as part of the Step One submittal to help assist the committee in evaluating proposal.

Only the top three (3) firms achieving the most points will move on to Step Two.

### **Experience (Maximum of 40 Points)**

- Number of year's business has operated in Florida.
- Explain your company's experience performing similar work?
- How many projects have been performed on public beaches? Detail projects.

### **Personnel (Maximum of 15 Points)**

- Does bidder's personnel have experience performing this type of work?
- Does bidder's have enough personnel to perform work?

### **Equipment (Maximum of 35 Points)**

- Does vendor have the proper equipment to perform this work?
- Does vendor have two trucks meeting the specifications outlined?

### **References (Maximum of 10 Points)**

- List at least 3 references corporate / Government.

## MAJOR BREAKDOWNS/NATURAL DISASTERS

Lee County requires that the awarded vendor provide the name of a contact person and phone number which will afford Lee County access twenty-four hours per day, 365 days per year, of this product or service.

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

## REQUIRED SERVICES

A County Representative will contact the awarded vendor to notify him/her when services as specified herein are required. Cooperation with the County is expected.

Prior to commencing of work Lee County Parks and Recreation will meet with awardees to discuss if a private property owners have raked debris from their area and where the pick-up points are located. It will be the awardees responsibility to contact the property owner to obtain clearance from the owner prior to going onto the property. Upon receipt of direction by the County, the awarded vendor shall transfer this debris into an appropriate vehicle, haul it away.

The County Representative will instruct awarded vendor as to the appropriate beach accesses points to utilize and where equipment will be allowed and the route the County wants utilized.

The awarded vendor shall diligently pursue the course of all work under this proposal until completed. Upon completion of the work, the County Representative will perform an inspection. Should the completed work not receive the approval of the County, additional work may be performed until it does. All workmanship must be of the highest quality. Substandard work will be rejected.

## RESPONSE TIME

The awarded vendor shall have his equipment and personnel to the affected area of the beach and be ready to work, within a maximum of 24 hours of notification by the County Representative that services are required. The 24 hours is to be measured from the time the call is placed to the awarded vendor. At Lee County's discretion, the response time may be lengthened. The awarded vendor will be informed of the response time required upon initial notification by the County Representative that his services are required. Should the awarded vendor not be able to meet the requirements of this time frame, Lee County reserves the right to procure these services elsewhere.

## EQUIPMENT REQUIREMENTS

Lee County requires that the awarded vendor have a minimum of two dependable, serviceable trucks and other equipment as required to do the work, which meet the requirements specified in the Technical Specifications, as applicable. Due to the small dimensions of some of the access points on the beach, vendors submitting proposals must have trucks and a loader approximately meeting the following requirement to haul materials;

- **TRUCK REQUIREMENTS:** height 4', width 7 ½' and a maximum length of 20'  
Trucks beds should also have water tight seals to avoid transfer of water onto county roads during transfer to disposal site
- **LOADER REQUIREMENTS:** Rubber tires, height 8', overall width 6'6", overall length (not including bucket) 9'10".
- **LOADER BUCKET REQUIREMENTS:** Approximately 6'

ALSO, list of specific beach cleaning/debris removal equipment, for example, tractor/beach rake requirements shall comply with Technical Specifications (attached). Specifically per the Department of Environmental Protection, The maximum tire pressure allowed in equipment that operates on the beach is 10 p.s.i.

The DEP indicates the tire manufacturer should be able to assist your firm in determining the p.s.i. at ground contact by calculating the tires flat plate, width of each wheel and weight by square inch of tire.

The rake shall be constructed so that it limits the penetration in the surface of the beach to a maximum depth of 2 inches. Box blades and front or rear mounted blades are not authorized for use by the Department of Environmental Protection.

Vendor must list the equipment that they will use to perform the work under this proposal in the space provided on the form attached.

Upon submission of a signed proposal, vendors certify that their equipment meets Florida Department of Environmental Protection requirements as stated in the technical specifications. Vendors should be aware that they may be required to present documentation for review by the DEP, such as bills of sale, photographs or affidavits, to document that their equipment meets the requirements.

Each truck and piece of equipment must be provided with a driver/operator, possessing that appropriate valid/current license, as applicable. All trucks and equipment shall be in a safe and legal operating condition.

#### DEBRIS DISPOSAL

All debris shall be disposed of at the Lee County Waste to Energy Plant located at 10500 Buckingham Road, Fort Myers, FL 33905. The awarded vendor will not be responsible for paying dump fees, payment will be handled internally by Lee County. However, for auditing and landfill payment purposes, the awarded vendor must provide dump tickets to the County Representative for each trip made to the facility. Copies of each dump ticket must be attached to all invoices.

Vendors should be aware that they must start the beach clean-up with an empty truck. Under this proposal only debris collected during the beach clean-up process shall be dumped and paid for by the County. Lee County will inspect the debris the awarded vendor has collected prior to any trip to the landfill. Awarded vendor should take special care that debris is not overly wet or sandy when being removed and transported to facility. Vendor must make every effort to ensure that no truck load has an excessive amount of sand or water.

The use of dumpsters at any of the collection sites, on either a temporary or permanent basis, will not be allowed.

Prior to the commencement of any clean-up the awarded vendor will be responsible for contacting the Solid Waste Representative a day in advance to make arrangements for the delivery. They will need to know how long the project will take and an estimate of number of deliveries.

Solely at Lee County's direction and discretion, the County may designate a transfer site where the awarded vendor will be instructed to temporarily place the collected debris, if for example a red tide outbreak occurs on a weekend or holiday when the Solid Waste Facility is closed.

#### TURTLE NESTING

During turtle nesting season (May 1st through October 31) prior to work start-up the awarded vendor MUST contact the individuals qualified to conduct marine turtle nesting surveys and must follow all other turtle nesting requirements as set for by the DEP and the Technical Specifications attached.



### PROCESSING REPORTS

The awarded vendor shall be responsible for providing the County Representative with verbal process reports every 3-4 hours while work is being performed.

### SUPERVISION AND SAFETY

The awarded vendor shall be responsible for the supervision and direction of the work performed by his employees, at all times provide a full time manager or crew leader on the premises to carry out the responsibility. The manager or crew leader shall have the authority to act as agent for the awarded vendor in his absence, and shall be fully qualified to implement the services required.

The awarded vendor will be responsible for instructing his employees in all safety measures and the Department of Environmental Protection Guidelines. All Equipment used by the awarded vendor shall be maintained in a safe operating condition. At all times it shall be free from defects or wear which may in any way constitute a hazard to any person or person on County Property. All electrical equipment shall be properly grounded. All employees shall wear proper personal protective equipment while working on County premises.

The awarded vendor must take precautions to prevent damage to the area surrounding the limits of the clean-up work. The awarded vendor shall assume responsibility for any damage resulting from this operation.

The awarded vendor shall be responsible for the security of all materials and equipment at the work-site and shall perform work-site operations to minimize hazards, and conflicts with surrounding properties and the public. At all times the site, equipment and materials shall be kept in a safe, neat manner.

### INSURANCE (AS APPLICABLE)

Insurance shall be provided, per the attached insurance guide. Upon request, an insurance certificate complying with the attached guide may be required prior to award.

### SUB-CONTRACTORS

The use of sub-contractors under this quote is not allowed without prior written authorization from the County representative.

### AGREEMENTS/CONTRACTS

The awarded vendor will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at <http://www.lee-county.com/gov/dept/ProcurementManagement/contracts/Pages/Forms.aspx> .

### AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

The attached document, Affidavit Certification Immigration Laws, is required and should be submitted with your solicitation package. It must be signed and notarized. Failure to include this affidavit with your response will delay the consideration and review of your submission; and could result in your response being disqualified.

## QUALIFICATION STATEMENT

### Step One Qualifications

Proposers should use the questions below as a guide to help the evaluation committee better understand your company's history and qualifications. Proposer should answer the questions below and supply any additional information on your company's qualifications and history.

1. Proposers Information:
  - Company Name
  - Contact Person
  - Telephone Number
  - Email Address
  - Primary office location
  - Years in Operation
2. Proof of Insurance – Proposer shall provide proof of ability to obtain and maintain insurance as required on the insurance specifications attached.
3. Proposer must give a statement describing their company's experience performing similar projects in the last 5 years. Proposer must have at least 2 years experience working on beach shorelines.
  - Give the project location
  - Size of area serviced
  - Contract dollar amount
  - Was the work done by hand or mechanical equipment
4. Has your firm provided any services on the beach during Sea Turtle Nesting Season? What steps were taken to ensure no nests were disturbed?
5. Provide a list of key personnel from manager to superintendent to be utilized for this work and a statement of their qualifications.
6. Does your company have the ability to obtain a payment and performance bond should one be required on a future project?
  - \_\_\_\_\_ YES \_\_\_\_\_ NO
7. List your company's vehicles that will be utilized for this project? Awarded company must have at least two trucks as outlined in the qualifications.
  - Vehicle Description:
  - Year
  - Make/Model:
  - Weight Empty
8. List your company's tractors/ATV/Gators etc that can and will be used for this Project.
  - Vehicle Description
  - Year
  - Make/Model
  - Weight Empty
9. List any other equipment your company has that will be utilized for this project

**REFERENCES**

Proposer must supply a minimum of 3 three references current or previous private or governmental agencies within the state of Florida for which you have provided similar services. Include term of the relationship, dates, length of contract, current status, contact name, address, telephone number and email address. Provide a brief description of the work provided.

Company Name:
Contact Name:
Address:
City:
Phone Number:
Email Address:
Contract Period:
Description of Work:

Company Name:
Contact Name:
Address:
City:
Phone Number:
Email Address:
Contract Period:
Description of Work:

Company Name:
Contact Name:
Address:
City:
Phone Number:
Email Address:
Contract Period:
Description of Work:

## Standard Insurance Requirements

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

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$500,000 per occurrence  
\$1,000,000 general aggregate  
\$500,000 products and completed operations  
\$500,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

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

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

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

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



**Verification of Coverage:**

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

- a. **The certificate holder shall read as follows:**

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

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

**Special Requirements:**

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

**Technical Specifications****BEACH CLEANING CONDITIONS**

- 1) During the marine turtle nesting season (May 1 to October 31), mechanical beach cleaning activities in Lee County shall not commence until after 10:00 a.m. and will cease before sunset in order to give the local certified marine turtle monitor(s) time to survey the beach in the vicinity of the activity.
- 2) From May 1 through October 31, the permittee is responsible for ensuring that daily marine turtle nest survey, protection, and monitoring program is conducted throughout the permitted beach cleaning area. Such surveys and associated conservation measures shall be completed after sunrise and prior to the commencement of any mechanical beach cleaning. The marine turtle survey, protection, and monitoring program shall be conducted only by individuals possessing appropriate expertise in the protocol being following and a valid FAC. Rule 68E-1 Permit issued by Florida Fish & Wildlife Conservation Commission (FWC). FWC Imperiled Species Management Section at (850) 922-4330
- 3) All nests left in situ shall have an on-beach marker and be designated with a circle of tape or string, which is centered at the approximate location of the clutch (nest of eggs) and having a radius of at least three (3) feet. An additional marking shall be placed at the base of the duns or seawall to ensure that future location of the nest will be possible should the on-beach markings be lost. No mechanical cleaning equipment is allowed inside of this circle: however, careful removal of material by hand is allowed. All equipment operators shall be briefed on the types of marking utilized and shall be able to easily contact the individual responsible for the nest survey to verify any questionable areas.
- 4) In the event that mechanical beach cleaning occurs prior to completion the marine turtle nest survey, protection, and monitoring program, additional mechanical beach cleaning shall not occur landward of the wrack or debris line of the beach until 65 days have passed or after November 30<sup>th</sup>, whichever is earlier. The permittee shall contact the marine Turtle Permit Holder prior to reinitiating mechanical beach cleaning in that area.
- 5) In order to avoid adverse impact in the event that cleaning accidentally occurs over a nest, mechanical beach cleaning equipment shall not penetrate deeper than two (2) inches into the surface of the beach. This permit authorizes only the use of a vehicle constructed and operated in a manor such that each of its tires creates a maximum pressure of ten (10) p.s.i. where the tire makes contact with the ground, and has a rake or cleaning apparatus which limits penetration into the surface of the beach to a maximum depth of two (2) inches. Box blades and front or rear mounted blades are not authorized. No other types

which limits penetration into the surface of the beach to a maximum depth of two (2) inches. Box blades and front or rear mounted blades are not authorized. No other types of vehicles may be operated on the beach pursuant to this permit. Mechanized beach cleaning shall be accomplished such that no ruts are formed on the beach. All vehicle fueling shall be undertaken off the beach (i.e., in an area landward of the most landward dune).

- 6) Burial or storage of any debris (biotic or abiotic) collected is prohibited seaward of any frontal dune, vegetation line, or armoring structure. Removal of all accumulated material must occur immediately after cleaning has been performed in an area.
- 7) Operators of mechanical beach cleaning equipment shall avoid all native, salt tolerant dune vegetation by a minimum of ten (10) feet.
- 8) Important phone numbers:  
Florida Department of Environmental Protection  
1-877-332-4307  
To find a Marine Turtle Permit Holder:  
Florida Fish and Wildlife Conservation  
1-850-922-4330



AFFIDAVIT CERTIFICATION  
IMMIGRATION LAWS

SOLICITATION NO.: \_\_\_\_\_ PROJECT NAME: \_\_\_\_\_

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

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: \_\_\_\_\_

\_\_\_\_\_  
Signature Title Date

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was signed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_

20\_\_\_\_, by \_\_\_\_\_ who has produced  
(Print or Type Name)  
\_\_\_\_\_ as identification.  
(Type of Identification and Number)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Printed Name of Notary Public

\_\_\_\_\_  
Notary Commission Number/Expiration

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

***THE FOLLOWING PAGES ARE SAMPLES OF THE QUESTIONS THAT WILL BE UTILIZED BY LEE COUNTY IN EVALUATION OF THE PROPOSAL. THEY ARE PROVIDED FOR VENDORS INFORMATIONAL ONLY.***

Name of Vendor: \_\_\_\_\_

1. Has this vendor provide services to your facility in the last 5 years?

YES \_\_\_\_\_ NO \_\_\_\_\_

2. How large is the service Area? (Square Miles/ Acres):

Explain: \_\_\_\_\_

3. How would you rate the vendor's response time to your request?

Excellent \_\_\_\_\_ Satisfactory \_\_\_\_\_ Poor \_\_\_\_\_

Explain: \_\_\_\_\_

4. Was the work done by hand or with mechanical equipment?

Explain: \_\_\_\_\_

\_\_\_\_\_

5. Did vendor have the proper equipment to perform the work?

YES \_\_\_\_\_ NO \_\_\_\_\_

6. Did vendor have enough crew to perform work?

YES \_\_\_\_\_ NO \_\_\_\_\_

7. Was any part of the work done during Sea Turtle Nesting Season? (May – October 31)

YES \_\_\_\_\_ NO \_\_\_\_\_

8. Did vendor truck debris off your site for disposal?

YES \_\_\_\_\_ NO \_\_\_\_\_

Explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

9. How would you rate the quality of the work performed?

Excellent \_\_\_\_\_ Satisfactory \_\_\_\_\_ Poor \_\_\_\_\_

10. Has the vendor started a job and you had to call them back more than once to complete the job?

Explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. Did you receive any complaints about the vendor?

Explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. Was the vendor and his staff knowledgeable about the rules, regulations and ordinances before they started work?

Explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. Would you recommend contracting with this vendor?

YES \_\_\_\_\_ NO \_\_\_\_\_

Explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OVERALL COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME OF REFERENCED CALLED: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE/ TIME: \_\_\_\_\_

**LEE COUNTY PROCUREMENT MANAGEMENT - BIDDERS CHECK LIST**

**IMPORTANT:** Please read carefully and return with your bid proposal. Please check off each of the following items as the necessary action is completed:

1. \_\_\_\_ The Solicitation has been signed and with corporate seal (if applicable).
2. \_\_\_\_ The Solicitation prices offered have been reviewed (if applicable).
3. \_\_\_\_ The price extensions and totals have been checked (if applicable).
4. \_\_\_\_ Substantial and final completion days inserted (if applicable).
5. \_\_\_\_ The original (must be manually signed) and 1 hard copy original and others as specified of the Solicitation has been submitted.
6. \_\_\_\_ Two (2) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.
7. \_\_\_\_ All modifications have been acknowledged in the space provided.
8. \_\_\_\_ All addendums issued, if any, have been acknowledged in the space provided.
9. \_\_\_\_ Licenses (if applicable) have been inserted.
10. \_\_\_\_ Erasures or other changes made to the Solicitation document have been initialed by the person signing the Solicitation.
11. \_\_\_\_ Contractor's Qualification Questionnaire and Lee County Contractor History (if applicable).
12. \_\_\_\_ DBE Participation form completed and/or signed or good faith documentation.
13. \_\_\_\_ Bid Bond and/or certified Check, (if required) have been submitted with the Solicitation in amounts indicated.
14. \_\_\_\_ Any Delivery information required is included.
15. \_\_\_\_ Affidavit Certification Immigration Signed and Notarized
16. \_\_\_\_ Local Bidder Preference Affidavit (if applicable)
17. \_\_\_\_ The mailing envelope has been addressed to:

**MAILING ADDRESS**

Lee County Procurement Mgmt.  
P.O. Box 398 or  
Ft. Myers, FL 33902-0398

**PHYSICAL ADDRESS**

Lee County Procurement Mgmt.  
1825 Hendry St 3<sup>rd</sup> Floor  
Ft. Myers, FL 33901

The mailing envelope **MUST** be sealed and marked with:  
Solicitation Number  
Opening Date and/or Receiving Date

18. The Solicitation will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise Solicitation cannot be considered or accepted.)  
If submitting a "NO BID" please write Solicitation number here \_\_\_\_\_ and check one of the following:  
 \_\_\_\_ Do not offer this product      \_\_\_\_ Insufficient time to respond.  
 \_\_\_\_ Unable to meet specifications (why)  
 \_\_\_\_ Unable to meet bond or insurance requirement. Other:

\_\_\_\_\_  
Company Name and Address:  
\_\_\_\_\_  
\_\_\_\_\_



PROJECT NO.:IFB130226

OPEN DATE: Thursday March 21, 2013

AND TIME: 2:30 P.M.

PRE-BID DATE: Tuesday March 5, 2013

AND TIME: 10:00AM

LOCATION: Lee County Procurement Mgmt.  
1825 Hendry Street, 3<sup>rd</sup> Floor  
Fort Myers, FL 33902

# REQUEST FOR INFORMAL BID

**TITLE:**  
**SEAWEED AND RED TIDE DEBRIS  
COLLECTING, LOADING AND  
HAULING**  
**(Step Two – Qualifications)**

**REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
DIVISION OF PROCUREMENT MANAGEMENT**

**MAILING ADDRESS**  
P.O. BOX 398  
FORT MYERS, FL 33902-0398

**PHYSICAL ADDRESS**  
1825 Hendry St 3<sup>rd</sup> Floor  
FORT MYERS, FL 33901

**PROCUREMENT CONTACT:**

Amy Hofschneider  
Procurement Analyst  
(239) 533-5899  
ahofschneider@leegov.com

## **INTRODUCTION**

### **OVERVIEW**

Lee County Parks and Recreation is accepting bids from company's interested in providing Beach and Shoreline clean-up on various beaches throughout Lee County. Services will be required on an as needed basis for removal of dead fish, seaweed and other debris that wash up on shoreline due to high tide, red tide etc.

### **TWO-STEP QUOTE PROCESS**

#### **NOTE:**

**\*PLEASE SUBMIT STEPS ONE AND TWO TOGETHER ON THE PROJECT OPENING DATE.**

**\*PLEASE USE SEPARATE SEALED ENVELOPES MAKED "STEP ONE" AND "STEP TWO".**

Lee County is utilizing a two-step process to evaluate the qualifications of quoters and allow only qualified companies to have their prices opened and considered under Step Two.

\*. Step One will require interested vendors to submit the qualifications of their company

\*. In Step Two, only those companies qualified in Step One will be eligible to have their pricing opened and considered.

### **STEP TWO – REQUEST FORPRICING**

In Step two, submit all requested information to Lee County Procurement Management, 1825 Hendry Street, 3<sup>rd</sup> Floor, Fort Myers, FL 33901, before the deadline given on the cover of this solicitation. Pricing received after this date and time will not be accepted.

Step Two pricing will be evaluated based upon cost per pound for awarded vendor to handle removal and hauling of material, by vendor meeting all specifications. Lee County unconditionally reserves the right to award to the vendor whose prices, in its sole judgment, is the most realistic in terms of provision of the best services. Additionally, Lee County reserves the right to reject any and all quoters at any time, unconditionally and without cause. Awardees will be required to supply Lee County with a weight ticket from the disposal facility both before and after delivery.

In order to be considered responsive in Step two, you should submit all information requested, including appropriate signatures. Failure to meet these requirements may cause your company to be declared non-responsive.

## **GENERAL CONDITIONS**

Sealed Bids will be received by the DIVISION OF PROCUREMENT MANAGEMENT, until 2:30pm on the date specified on the cover sheet of this “Request for Informal Bid”, and opened immediately thereafter by the Director or designee.

Any question regarding this solicitation should be directed to the Procurement Division Contact listed on the cover page of this solicitation, or by calling the Division of Procurement Management at (239) 533-5450.

### **1. SUBMISSION OF QUOTE:**

- a. Bids must be sealed in an envelope, and the outside of the envelope must be marked with the following information:
  1. Marked with the words “Sealed Bid”
  2. Name of the firm submitting the bid
  3. Title of the bid
  4. Bid number
  5. 1 – Envelope Marked “Step One (No Pricing)  
1 - Envelope Marked “Step Two
- b. The Bid must be submitted in duplicate as follows:
 

**STEP ONE - Qualifications**

  1. The original consisting of the Lee County solicitation forms completed and signed.
  2. Four (4) identical copies of the original for the evaluation committee.

**STEP TWO – Pricing**

  1. The original consisting of the Lee County solicitation forms completed and signed.
  2. One (1) identical copy of the original.
- c. The following must be submitted along with the solicitation in a separate envelope. This envelope must be marked as described above, but instead of marking the envelope as “Sealed Bid”, please indicate the contents; i.e., literature, drawings, submittals, etc. This information must be submitted in duplicate.
  1. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your bid; i.e., required submittals, literature, technical data, financial statements.
  2. Warranties and guarantees against defective materials and workmanship.
- d. **BIDS RECEIVED LATE:** It is the vendor’s responsibility to ensure the bid is received by the Division of Procurement Management prior to the opening date and time specified. Any bid received after the opening date and time will be promptly returned to the vendor unopened. Lee County will not be responsible for bids received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.

- e. **BID CALCULATION ERRORS:** In the event there is a discrepancy between the total bid amount or the extended amounts and the unit prices bid, the unit prices will prevail and the corrected sum will be considered the bid price.
- f. **PAST PERFORMANCE:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.). Poor or unacceptable past performance may result in bidder disqualification.
- g. **WITHDRAWAL OF BID:** No bid may be withdrawn for a period of 90 days after the scheduled time for receiving bids. A bid may be withdrawn prior to the bid-opening date and time. Such a request to withdraw must be made in writing to the Procurement Management Director, who will approve or disapprove of the request.
- h. **COUNTY RESERVES THE RIGHT:** The County reserves the right to exercise its discretion, to waive minor informalities in any bid; to reject any or all bids with or without cause; and/or to accept the bid that in its judgment will be in the best interest of the County of Lee.
- i. **EXECUTION OF BID:** All bids shall contain the signature of an authorized representative of the vendor in the space provided on the quote proposal form. All bids shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the bid shall be initialed.
- j. **ADDITIONS/REVISIONS/DELETIONS:** Additions, revisions or deletions to the general conditions, specifications or quote price sheets that change the intent of the bid will cause the bid to be non-responsive and the bid will not be considered. The Procurement Director shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the bid.

## 2. **ACCEPTANCE**

The materials and/or services delivered under the bid **shall** remain the property Of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event the materials and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.

## 3. **SUBSTITUTIONS**

Whenever in these specifications a brand name or make is mentioned, it is the intention of the County only to establish a grade or quality of materials and not to rule out other brands or makes of equal quality. However, if a product other than that specified is bid, it is the vendor's responsibility to name such product with his bid and to prove to the County that said product is equal to the product specified. Lee County **shall** be the sole judge as to whether a product being offered by the vendor is actually equivalent to the one being specified by the detailed specifications. (Note: This paragraph does not apply when it is determined that the technical requirements of this solicitation will require a specific product only, as stated in the detailed specifications.)



4. **RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES**

The awarded vendor shall observe and obey all laws, ordinances, rules, and regulations, of the federal, state, and local government, which may be applicable to the supply of this product or service. The awarded vendor has attested to compliance with the applicable immigration laws of the United States in the attached affidavit. Violations of the immigration laws of the United States shall be grounds for unilateral termination of the awarded agreement.

- a. Local Business Tax – Vendor shall submit within 10 calendar days after request.
- b. Specialty License(s) – Vendor shall possess at the time of the opening of the bid all necessary permits and/or licenses required for the sale of this product and/or service and upon the request of the County will provide copies of licenses and/or permits within 10 calendar days after request.
- c. The geographic preference established in the Local Vendor Preference ordinance is applicable to all Lee County procurement activities unless otherwise specifically noted in the solicitation package. Provided, however, the Local Vendor Preference ordinance is not applicable to procurement activity or solicitations involving Federal Transit Administration grant funds.
- d. Florida Statutes Section 607.1501 (1) states: A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.

5. **WARRANTY/GUARANTEE** (unless otherwise specified)

All materials and/or services furnished under this bid shall be warranted by the vendor to be free from defects and fit for the intended use.

6. **PRE-BID CONFERENCE**

A pre-bid conference will be held at the location, date, and time specified on the cover of this solicitation. Pre-bid conferences are generally non-mandatory, but it is highly recommended that everyone planning to submit a bid attend.

In the event a pre-bid conference is classified as mandatory, it will be so specified on the cover of this solicitation and it will be the responsibility of the quoter to ensure that they are represented at the pre-bid. Only those bidders who attend the pre-bid conference will be allowed to bid on this project.

7. **LEE COUNTY PAYMENT PROCEDURES**

All vendors are requested to mail an original invoice to:

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

All invoices will be paid as directed by the Lee County payment procedure unless otherwise differently stated in the detailed specification portion of this bid.

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

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

8. **PUBLIC ENTITY CRIME**

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

9. **QUALIFICATION OF BIDDERS** (unless otherwise noted)

Bids will be considered only from firms normally engaged in the sale and distribution or provision of the services as specified herein. Bidders shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to Lee County. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other action necessary to determine ability to perform is satisfactory, and reserves the right to reject bids where evidence submitted or investigation and evaluation indicates an inability of the vendor to perform.

10. **MATERIAL SAFETY DATA SHEETS**

In accordance with Chapter 443 of the Florida Statutes, it is the vendor's responsibility to provide Lee County with Materials Safety Data Sheets on quoted materials, as may apply to this procurement.

11. **MISCELLANEOUS**

If a conflict exists between the General Conditions and the detailed specifications, then the detailed specifications shall prevail.

12. **WAIVER OF CLAIMS**

Once this contract expires, or final payment has been requested and made, the awarded contractor shall have no more than 30 days to present or file any claims against the County concerning this contract. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning this agreement.

13. **AUTHORITY TO PIGGYBACK**

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

14. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

If applicable, the County reserves the right to purchase any of the items in this bid from State Contract Vendors if the prices are deemed lower on State Contract than the prices we receive in this solicitation.

b) **Any Single Large Project**

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

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

The County, in its sole discretion, reserves the right to purchase any of the items in this bid from a Disadvantaged Business Enterprise vendor if the prices are determined to be in the best interest of the County, to assist the County in the fulfillment of any of the County's grant commitments to federal or state agencies.

The County further reserves the right to purchase any of the items in this solicitation from DBE's to fulfill the County's state policy toward DBE's.

d) **Anti-Discrimination**

The vendor for itself, its successors in interest, and assignees, as part of the consideration there of covenant and agree that:

In the furnishing of services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, handicap or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The vendor will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, handicap or marital status. Such action shall include, but not be limited to, acts of employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Vendor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause.

Vendor will provide all information and reports required by relevant regulations and/or applicable directives. In addition, the vendor shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance. The vendor shall maintain and make available relevant data showing the extent to which members of minority groups are beneficiaries under these contracts.

Where any information required of the vendor is in the exclusive possession of another who fails or refuses to furnish this information, the vendor shall so certify to the County its effort made toward obtaining said information. The vendor shall remain obligated under this paragraph until the expiration of three (3) years after the termination of this contract.

In the event of breach of any of the above anti-discrimination covenants, the County shall have the right to impose sanctions as it may determine to be appropriate, including withholding payment to the vendor or canceling, terminating, or suspending this contract, in whole or in part.

Additionally, the vendor may be declared ineligible for further County contracts by rule, regulation or order of the Board of County Commissioners of Lee County, or as otherwise provided by law.

The vendor will send to each union, or representative of workers with which the vendor has a collective bargaining agreement or other contract of understanding, a notice informing the labor union of worker's representative of the vendor's commitments under this assurance, and shall post copies of the notice in conspicuous places available to the employees and the applicants for employment.

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

#### 15. **AUDITABLE RECORDS**

The awarded vendor shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting methods, and Lee County reserves the right to determine the record-keeping method required in the event of non-conformity. These records shall be maintained for two years after completion of the project and shall be readily available to County personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

16. **DRUG FREE WORKPLACE**

Whenever two or more responses, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statutes 287.087.

17. **REQUIRED SUBMITTALS**

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

18. **TERMINATION**

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

The Procurement Management Director may immediately terminate any agreement as a result of this bid for emergency purposes, as defined by the Lee County Purchasing and Payment Procedure Manual.

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

19. **CONFIDENTIALITY**

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

20. **ANTI-LOBBYING CLAUSE**

All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Lee County Government, Lee County staff members, nor any members of the Qualification/Evaluation Review Committee are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on *formal notice* that they are ***not*** to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County for negotiations. Any such lobbying activities may cause immediate disqualification for this project.

21. **INSURANCE (AS APPLICABLE)**

Insurance shall be provided, per the attached insurance guide. Upon request, an insurance certificate complying with the attached guide may be required prior to award.

LEE COUNTY, FLORIDA  
QUALIFICATION QUOTE FORM  
FOR  
IFB130226

**Seaweed and Red Tide Debris Collecting, Loading and Hauling  
(Step Two)**

DATE SUBMITTED: \_\_\_\_\_

VENDOR NAME: \_\_\_\_\_

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

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

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

The undersigned acknowledges  
receipt of Addenda numbers: \_\_\_\_\_

**COST PER POUND \$** \_\_\_\_\_

**(written words)** \_\_\_\_\_

**WILL YOU DELIVER WITH YOUR OWN VEHICLE AS OPPOSED TO COMMON CARRIER?**

YES \_\_\_\_\_ NO \_\_\_\_\_

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

Are there any modifications to the quote or specifications?

YES \_\_\_\_\_ NO \_\_\_\_\_

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

MODIFICATIONS:

Bidder shall submit his/her bid on the County's Proposal Quote Form, including the firm name and authorized signature. Any blank spaces on the Proposal Quote Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the Bidder/Bid being declared non-responsive by the County.



ANTI-COLLUSION STATEMENT

**THE BELOW SIGNED BIDDER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS BID WITH OTHER BIDDERS AND HAS NOT COLLUDED WITH ANY OTHER BIDDER OR PARTIES TO A BID WHATSOEVER. NOTE; NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIALS (AS APPLICABLE).**

FIRM NAME: \_\_\_\_\_

BY (Printed): \_\_\_\_\_

BY (Signature): \_\_\_\_\_

TITLE: \_\_\_\_\_

FEDERAL ID # OR S.S.# \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE NO.: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

CELLULAR PHONE/PAGER NO.: \_\_\_\_\_

DUNS#: \_\_\_\_\_

LEE COUNTY LOCAL BUSINESS TAX ACCOUNT NUMBER:

\_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

DISADVANTAGED BUSINESS ENTERPRISE (DBE): \_\_\_\_\_

**LEE COUNTY, FLORIDA  
DETAILED SPECIFICATIONS  
FOR  
IFB130226  
Seaweed and Red Tide Debris Loading and Hauling  
(Step Two)**

**SCOPE**

The intent of this quote is to establish a contract with a qualified and experienced vendor who will perform services on Lee County beaches to remove material such as seaweed, dead fish and other debris on an as needed basis due to high tides, tropical storms, red tide, etc. The awarded vendor will be responsible for accessing the beaches, collecting and transferring material from the beach to an appropriate vehicle and hauling it away to a pre arranged disposal site. All work performed under this agreement must meet the Florida Department of Environmental Protection Guidelines.

The area covered by this proposal is the beachfront from Bowditch Point Regional Park to Bonita Beach Park (up to 13 miles). Lee County reserves the right to add additional locations within Lee County as needs arise. Quoters should be aware that, historically, this problem has been at its worst during the months of January, February, and March and has been limited to a mile or two of beach front per event but could extend the entire 13 miles. In addition, there is limited number of access points for equipment to ingress/egress to and from the beach.

The DBE goal for this project is 10%. Bidder is required to provide information with respect to how this goal will be met; or, in the alternative, why meeting this goal is not possible. As meeting this goal is a concern for the County, the Bidder's response to this criterion will be considered and weighed in determining the responsiveness of the bid during the process of awarding this project.

**BASIS OF AWARD**

In Step Two, submit all requested information to Lee County Procurement Management, 1825 Hendry Street, 3<sup>rd</sup> Floor, Fort Myers, FL 33901, before the given deadline. Pricing information received after this date and time will not be accepted.

Step Two pricing will be evaluated based upon cost per pound for awarded vendor to handle removal and hauling of material, by vendor meeting all specifications. Lee County unconditionally reserves the right to award to the vendor whose prices, in its sole judgment, is the most realistic in terms of provision of the best services. Additionally, Lee County reserves the right to reject any and all quoters at any time, unconditionally and without cause. Awardees will be required to supply Lee County with a weight ticket from the disposal facility both before and after delivery.

In order to be considered responsive in Step Two, you should submit all information requested, including appropriate signatures. Failure to meet these requirements may cause your company to be declared non-responsive.

**TERM OF QUOTE**

This quote shall be in effect for one year, or until new quotes are taken and awarded. This quote or any portion thereof, has the option of being renewed for four additional one year periods, upon mutual agreement of both parties, under the same terms and conditions.

INSURANCE (AS APPLICABLE)

Insurance shall be provided, per the attached insurance guide. Upon request, an insurance certificate complying with the attached guide may be required prior to award.

PRICE ESCALATION/DE-ESCALATION

Offers are submitted with the understanding that no price increases will be authorized for 365 calendar days after the effective date of the contract. Upward price adjustments may be permitted only at the end of this period and only where verified to the satisfaction of the Division of Procurement as provided herein. **However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the County.**

The awarded vendor(s) shall not give less than 30 days advance written notice of a price increase to the Division of Procurement. Any approved price change will be effective only at the beginning of the calendar month following the end of the full 30-day notification period. The vendor shall document the amount and proposed effective date of the change in price. The price change must affect all accounts serviced by the vendor. Documentation shall be supplied with vendor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the County; and (2) verify the amount or percentage of increase which is being passed on to the vendor by others not under the control of the vendor. Failure by the vendor to supply the aforementioned verification with the request for price increase will result in delay of the effective date of such increase. The Division of Procurement may make such verification as deemed adequate. However, an increase, which the Division of Procurement determines is excessive, regardless of any documentation supplied by the vendor, may be cause for cancellation of the contract by the Division of Procurement. The Division of Procurement will notify using agencies and vendor in writing of the effective date of any increase, which is approved. However, the Vendor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The Vendor is further advised that price decreases that affect the cost of materials, labor, and transportation are required to be passed on to the County immediately. Failure to do so will result in action to recoup such amounts.

FUEL SURCHARGES

No fuel surcharge will be allowed under this contract. All fuel charges should be calculated into the total cost for performing work under this contract.

TOLLS

It will be the awardees responsibility to pay any and all tolls.

AGREEMENTS/CONTRACTS

The awarded vendor will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at <http://www.lee-county.com/gov/dept/ProcurementManagement/contracts/Pages/Forms.aspx> .

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

The attached document, Affidavit Certification Immigration Laws, is required and should be submitted with your solicitation package. It must be signed and notarized. Failure to include this affidavit with your response will delay the consideration and review of your submission; and could result in your response being disqualified.

## Standard Insurance Requirements

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

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$500,000 per occurrence  
\$1,000,000 general aggregate  
\$500,000 products and completed operations  
\$500,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

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

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

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

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



**Verification of Coverage:**

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

- a. **The certificate holder shall read as follows:**

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

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

**Special Requirements:**

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

AFFIDAVIT CERTIFICATION  
IMMIGRATION LAWS

SOLICITATION NO.: \_\_\_\_\_ PROJECT NAME: \_\_\_\_\_

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

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: \_\_\_\_\_

\_\_\_\_\_  
Signature Title Date

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was signed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_

20\_\_\_\_, by \_\_\_\_\_ who has produced

(Print or Type Name)

\_\_\_\_\_ as identification.

(Type of Identification and Number)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Printed Name of Notary Public

\_\_\_\_\_  
Notary Commission Number/Expiration

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

## LEE COUNTY PROCUREMENT MANAGEMENT - BIDDERS CHECK LIST

**IMPORTANT:** Please read carefully and return with your bid proposal. Please check off each of the following items as the necessary action is completed:

- \_\_\_\_ 1. The Solicitation has been signed and with corporate seal (if applicable).
- \_\_\_\_ 2. The Solicitation prices offered have been reviewed (if applicable).
- \_\_\_\_ 3. The price extensions and totals have been checked (if applicable).
- \_\_\_\_ 4. Substantial and final completion days inserted (if applicable).
- \_\_\_\_ 5. The original (must be manually signed) and 1 hard copy original and others as specified of the Solicitation has been submitted.
- \_\_\_\_ 6. Two (2) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.
- \_\_\_\_ 7. All modifications have been acknowledged in the space provided.
- \_\_\_\_ 8. All addendums issued, if any, have been acknowledged in the space provided.
- \_\_\_\_ 9. Licenses (if applicable) have been inserted.
- \_\_\_\_ 10. Erasures or other changes made to the Solicitation document have been initialed by the person signing the Solicitation.
- \_\_\_\_ 11. Contractor's Qualification Questionnaire and Lee County Contractor History (if applicable).
- \_\_\_\_ 12. DBE Participation form completed and/or signed or good faith documentation.
- \_\_\_\_ 13. Bid Bond and/or certified Check, (if required) have been submitted with the Solicitation in amounts indicated.
- \_\_\_\_ 14. Any Delivery information required is included.
- \_\_\_\_ 15. Affidavit Certification Immigration Signed and Notarized
- \_\_\_\_ 16. Local Bidder Preference Affidavit (if applicable)
- \_\_\_\_ 17. The mailing envelope has been addressed to:

**MAILING ADDRESS**

Lee County Procurement Mgmt.  
P.O. Box 398 or  
Ft. Myers, FL 33902-0398

**PHYSICAL ADDRESS**

Lee County Procurement Mgmt.  
1825 Hendry St 3<sup>rd</sup> Floor  
Ft. Myers, FL 33901

- \_\_\_\_ 18. The mailing envelope **MUST** be sealed and marked with:  
Solicitation Number  
Opening Date and/or Receiving Date
- \_\_\_\_ 19. The Solicitation will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise Solicitation cannot be considered or accepted.)
- \_\_\_\_ 20. If submitting a "NO BID" please write Solicitation number here \_\_\_\_\_  
and check one of the following:  
 \_\_\_\_\_ Do not offer this product      \_\_\_\_\_ Insufficient time to respond.  
 \_\_\_\_\_ Unable to meet specifications (why)  
 \_\_\_\_\_ Unable to meet bond or insurance requirement.  
 Other: \_\_\_\_\_

Company Name and Address:

\_\_\_\_\_  
\_\_\_\_\_