



Advertise Date: Friday, November 11, 2016

Lee County Board of County Commissioners  
DIVISION OF PROCUREMENT MANAGEMENT

**Invitation to Bid (B) (Non-CCNA)**

Solicitation No.:	<b>B 170009/DKR</b>		
Solicitation Name:	<b>Welding and Fabrication Services</b>		
Open Date/Time:	<b>12/14/2016</b>	Time:	<b>2:30 PM</b>
Location:	Lee County Procurement Management 1500 Monroe Street 4th Floor Fort Myers, FL 33901		
Procurement Contact:	<b>Donald Keith Raney</b>	Title	<b>Procurement Analyst</b>
Phone:	<b>(239) 533-8881</b>	Email:	<b><a href="mailto:draney@leegov.com">draney@leegov.com</a></b>
Requesting Dept.	<b>Fleet Services</b>		

**Pre-Bid Conference:**

Type: No meeting scheduled at this time

Date/Time: N/A

All solicitation documents are available for download at  
[www.leegov.com/procurement](http://www.leegov.com/procurement)



**LEE COUNTY**  
SOUTHWEST FLORIDA

Advertisement Date: **11/11/2016**

**Notice to Bidder**  
**Invitation to Bid #B170009 DKR**

**Invitation to Bid (ITB)**

Lee County, Fort Myers, Florida, is requesting bids from qualified individuals/firms for  
Welding and Fabricating Services

Then and there to be publicly opened and read aloud for the purpose of selecting a vendor to furnish all necessary labor, services, materials, equipment, tools, consumables, transportation, skills and incidentals required for Lee County, Fort Myers, Florida, in conformance with solicitation documents, which include technical specifications and/or a scope of work.

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

**2:30 PM Wednesday, December 14, 2016**

to the office of the **Procurement Management Director, 1500 Monroe Street, 4<sup>th</sup> Floor, Fort Myers, Florida 33901**. The Invitation to Bid shall be received in a sealed envelope, prior to the time scheduled to receive Bid(s), and shall be clearly marked with the solicitation name, solicitation number, bidder name, and contact information as identified in these solicitation documents.

The Scope of Services for this solicitation is available from [www.leegov.com/procurement](http://www.leegov.com/procurement). Bidders who obtain scope of services from sources other than [www.leegov.com/procurement](http://www.leegov.com/procurement) are cautioned that the solicitation package may be incomplete. The County's official bidders list, addendum(s) and information must be obtained from [www.leegov.com/procurement](http://www.leegov.com/procurement). It is the bidder's responsibility to check for posted information. The County may not accept incomplete Bids.

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

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

**Donald Keith Raney** [draney@leegov.com](mailto:draney@leegov.com)

Sincerely,

Mary G. Tucker, CPPO, FCCM, FCCN  
Procurement Management Director

\*[WWW.leegov.Com/Procurement](http://WWW.leegov.Com/Procurement) is the County's official posting site

## Terms and Conditions **INVITATION TO BID (B)**

### 1. DEFINITIONS

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

### 2. ORDER OF PRECEDENCE

- 2.1. If a conflict exists between the "Terms and Conditions" the following order of precedents will apply:
  - 2.1.1. Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, "Public Business", Chapter 287 "Procurement of Personal Property and Services."
  - 2.1.2. Lee County Procurement Management Manual and Ordinances
  - 2.1.3. Special Conditions and Supplemental Instructions
  - 2.1.4. Detailed Scope of Work
  - 2.1.5. These Terms and Conditions

### 3. RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES

- 3.1. It shall be the responsibility of the bidder to assure compliance with all other federal, state, or county codes, rules, regulations or other requirements, as each may apply. Any involvement with the Lee County shall be in accordance with but not limited to:
  - 3.1.1. Lee County Procurement Management Manual
  - 3.1.2. Pursuant to Florida Statutes Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed bids or proposals received by the County. Pursuant to this, solicitation are exempt from public records request (s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution) until such time as the agency provides notice of a decision or intended decision (pursuant to s. 119.071(2)) or within 30 days after bid or proposal opening, whichever is earlier.
  - 3.1.3. Florida Statute 218 Public Bid Disclosure Act.

- 3.1.4. Florida Statute 337.168 Confidentiality of official estimates, identities of potential bidders, and bid analysis and monitoring system.
- 3.1.5. Florida Statutes Section 607.1501(1) states: A foreign corporation may not transact business in the State of Florida until it obtains a certificate of authority from the Department of State.
- 3.2. **Local Business Tax:** If applicable, provide with bid/proposal.
- 3.3. **License(s):** Bidder should provide, at the time of the opening of the bid, licenses required for this product and/or service.

#### 4. BID – PREPARATION OF SUBMITTAL

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

#### 5. RESPONSES RECEIVED LATE

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

- 5.3. The Lee County Procurement Management Division shall not be responsible for delays caused by the method of delivery such as, but not limited to; Internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.
6. BIDDER REQUIREMENTS (unless otherwise noted)
  - 6.1. **Responsive and Responsible:** Only bids received from responsive and responsible bidders will be considered. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other necessary action, such as background checks, to determine ability to perform is satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicates an inability for the bidder to perform.
    - 6.1.1. Bids may be declared “non-responsive” due to omissions of “Negligence or Breach of Contract” on the disclosure form. Additionally, bids may be declared “not responsible” due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the bidder to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.
    - 6.1.2. Additional sources may be utilized to determine credit worthiness and ability to perform.
    - 6.1.3. Any bidder or sub-contractor that will have access to County facilities or property may be required to be screened to a level that may include, but is not limited to fingerprints, statewide criminal. There may be fees associated with these procedures. These costs are the responsibility of the bidder or sub-contractor.
  - 6.2. **BID--Past Performance:** Bidders past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) may be reviewed. Poor or unacceptable past performance may result in bidder disqualification.
  - 6.3. Submission packages, unless otherwise noted, will be considered only from bidders normally engaged in the provision of the services specified here in. The bidder shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to Lee County. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other action necessary to determine ability to perform satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicated an inability of the bidder to perform.
7. PRE-BID CONFERENCE
  - 7.1. A pre-bid conference will be held in the location, date, and time specified on the cover of this solicitation. The cover will also note if the pre-bid conference is Non-Mandatory or Mandatory. All questions and answers are considered informal. All prospective bidders are encouraged to obtain and review the solicitation documents prior to the pre-bid so they may be prepared to discuss any questions or concerns they have concerning this project. All questions must be submitted formally in writing to the procurement staff noted on the first page of the bid document. A formal response will be provided in the form of an addendum (see “County Interpretation/Addendums” for additional information.) A site visit may follow the pre-bid conference, if applicable.
  - 7.2. **Non-Mandatory:** Pre-bid conferences are generally non-mandatory, but it is highly recommended that prospective bidders participate.
  - 7.3. **Mandatory:** Failure to attend a mandatory pre-bid conference will result in the bid being considered **non-responsive**.
8. COUNTY INTERPRETATION/ADDENDUMS
  - 8.1. Each bidder shall examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the bid shall be made **in writing, submitted at least eight (8) calendar days prior to the date when the bid is due**.
  - 8.2. Response(s) will be in the form of an Addendum posted on [www.leegov.com/procurement](http://www.leegov.com/procurement). It is solely the bidder’s responsibility to check the website for information. No notifications will be sent by Lee County Procurement Management Division.
  - 8.3. All Addenda shall become part of the Contract Documents.

- 8.4. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. Interpretation of the meaning of the plans, specifications or any other contract document, or for correction of any apparent ambiguity, inconsistency or error there in, shall be in writing. Issuance of a written addendum by the County's Procurement Management Division is the only official method whereby interpretation, clarification or additional information can be given.
9. QUALITY GUARANTEE/WARRANTY (as applicable)
- 9.1. Bidder will guarantee their work without disclaimers, unless otherwise specifically approved by the County, for a minimum of twelve (12) months from the date of final completion.
- 9.2. Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of final completion.
- 9.3. Unless otherwise specifically provided in the specifications, the equipment must be warranted for twelve (12) months, shipping, parts and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to the County.
- 9.4. If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed, the vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials, if in its judgment the item reflects unsatisfactory workmanship or manufacturing or shipping damage. The vendor shall refund, to the County, any money which has been paid for same.
10. SUBSTITUTION(S)/APPROVED ALTERNATE(S)
- 10.1. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If a bidder wishes to make a substitution in the specifications, the bidder shall furnish to the County, **no later than ten (10) business days prior to the bid opening date**, the name of the manufacturer, the model number, and other identifying data and information necessary to aid the County in evaluating the substitution. Such information is submitted through the Procurement Management Division. Any such substitution shall be subject to County approval through the issuance of a written addendum by the County's Procurement Management Division. Substitutions shall be approved only if determined by the County to be an **Approved Alternate** to the prescribed specifications.
- 10.2. A bid containing a substitution is subject to disqualification if the substitution is not approved by the County. Items bid must be identified by brand name, number, manufacturer and model, and shall include full descriptive information, brochures, and appropriate attachments. Brand names are used for descriptive purposes only. An **Approved Alternate** product or service may be used.
11. ADDITIONS, REVISIONS AND DELETIONS
- 11.1. Additions, revisions, or deletions to this solicitation that modify the intent will cause the bid to be non-responsive and the submission will not be considered. The Procurement Management Director shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the solicitation.
12. NEGOTIATED ITEMS
- 12.1. Any item not outlined in the Scope of Services may be subject to negotiations between the County and the successful bidder.
- 12.2. After award of this bid the County reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion.
- 12.3. At contract renewal time(s) or in the event of significant industry wide market changes, the County may negotiate justified adjustments such as price, terms, etc., if in its sole judgment, the County considers such adjustments to be in their best interest.



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

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

14. CONFIDENTIALITY

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

15. BID -- CONFLICT OF INTEREST

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

16. ANTI-LOBBYING CLAUSE (Cone of Silence)

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

17. DRUG FREE WORKPLACE

- 17.1. Lee County Board of County Commissioners encourages Drug Free Workplace programs as defined in accordance with Section 287.087, Florida Statutes.

18. DISADVANTAGED BUSINESS ENTERPRISE (DBE's)

- 18.1. The County encourages the use of Disadvantaged Business Enterprise Bidder(s) as defined and certified by the State of Florida Department of Transportation (DBE).
- 18.2. As requested in the required forms the Bidder is required to indicate whether the Firm and/or any proposed sub-contractor(s) are Disadvantaged Business Enterprises (DBE). Lee County encourages the utilization and participation of DBEs in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women-owned firms, as defined and certified by the State of Florida Office of Supplier Diversity (Minority), are encouraged to respond.

19. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

- 19.1. The bidder agrees to comply, in accordance with Florida Statute 287.134, 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of 2008 (ADAAA) that furnishing goods or services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- 19.2. The bidder will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or marital status. The bidder will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, disability or marital status.
- 19.3. The bidder will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The bidder will take such actions in respect to any sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.
- 19.4. An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at <http://www.dms.myflorida.com>) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

## 20. LOCAL BIDDER'S PREFERENCE

- 20.1. The Lee County Local Bidder's Preference Ordinance No. 08-26 is being included as part of the award process for this project. As such, Lee County at its sole discretion may chose to award a preference to any qualified "Local Contractor/Vendor" in a amount not to exceed 3% of the total amount quoted by that firm.
- 20.2. "Local Contractor/Vendor" as noted in Ordinance No. 08-26, or revision thereof, shall be defined as:
  - 20.2.1. Any person, firm, partnership, company or corporation whose principal place of business in the sole opinion of the County, is located within the boundaries of Lee/Collier County, Florida
  - OR
  - 20.2.2. Any person, firm, partnership, company or corporation that has provided goods or services to Lee County on a regular basis for the preceding consecutive three (3) years, and that has the personnel, equipment and materials located within the boundaries of Lee/Collier County sufficient to constitute a present ability to perform the service or provide the goods.

## 21. SUB-CONTRACTOR

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

## 22. BID - PROJECT GUIDELINES (if applicable)

- 22.1. The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and or Requirements which shall service as a guide to the bidder(s) in conforming to the provision of goods and/or services to be provided pursuant to this Agreement/Contract:
  - 22.1.1. No amount of work is guaranteed upon the execution of an agreement/contract.
  - 22.1.2. Rates and all other negotiated expenses will remain in effect throughout the duration of the agreement/contract period.
  - 22.1.3. This contract does not entitle any bidder to exclusive rights to County agreements/contracts. The County reserves the right to perform any and all available required work in-house or by any other means it so desires.
  - 22.1.4. In reference to vehicle travel, mileage and man-hours spent in travel time, is considered incidental to the work and not an extra compensable expense.
  - 22.1.5. Lee County reserves the right to add or delete, at any time, and or all material, tasks or services associated with this agreement.



- 22.1.6. Any Single Large Project: The County, in its sole discretion, reserves the right to separately solicit any project that is outside the scope of this solicitation, whether through size, complexity or the dollar value.

## 23. BID – TIEBREAKER

- 23.1. Whenever two or more bids, which are equal with respect to price, quality and service, are received for procurement of commodities or contractual services, from responsive and responsible bidders the following steps will be taken to establish the award to the lowest bidder. This method shall be used for all ties.
- 23.1.1. Step 1 Local Bidder: Between a local business, and a non-local business, a contract award, or the first opportunity to negotiate, as applicable, shall be made to the local business. Local shall be defined by Lee County Ordinance 08-26 or current revision thereof.
- 23.1.2. Step 2 Drug Free Workplace: At the conclusion of step 1 if all is equal, the vendor with a Drug Free Workplace program shall be given preference, over a vendor with no Drug Free Workplace program. The contract award, or the first opportunity to negotiate, as applicable, shall be made to the bidder with the Drug Free Workplace program. In order to have a drug free workplace program, a business shall comply with the requirements of Florida Statutes 287.087.
- 23.1.3. Step 3 Coin Flip: At the conclusion of Step 1, and Step 2 if all is equal, the contract award, or the first opportunity to negotiate, as applicable, shall be determined by the flip of a coin to determine final outcome.
- 23.2. When the tie has been determined the contract award, or the first opportunity to negotiate, as applicable, shall be made.
- 23.3. If an award or negotiation is unsuccessful with the initial bidder, award or negotiations may commence with the next highest bidder, utilizing the tiebreaker steps above to make the determination of next lowest bidder.

## 24. WITHDRAWAL OF BID

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

## 25. PROTEST RIGHTS

- 25.1. Any bidder that has submitted a formal response to Lee County, and who is adversely affected by an intended decision with respect to the award, has the right to protest an intended decision posted by the County as part of the solicitation process.
- 25.2. “Decisions” are posted on the Lee County Procurement Management Division website. Bidders are solely responsible to check for information regarding the solicitation. ([www.leegov.com/procurement](http://www.leegov.com/procurement))
- 25.3. Refer to the “Bid/Proposal Protest Procedure” section of the Lee County “Contracts Manual” for the complete protest process and requirements. The Manual is posted on the Lee County website or be obtained by contacting the Procurement Management Director.

- 25.4. In order to preserve the right to protest, a written ***“Notice Of Intent To File A Protest”*** must be filed with the Lee County Procurement Management Director by 4:00 PM on the 3<sup>rd</sup> working day after the decision affecting your rights is posted on the Lee County website.
    - 25.4.1. The notice must clearly state the basis and reasons for the protest.
    - 25.4.2. The notice must be physically received by the Procurement Management Director within the required time frame. No additional time is granted for mailing.
  - 25.5. To secure the right to protest a **“Protest Bond”** and written ***“Formal Protest”*** document **within 10 calendar days** after the date of *“Notice of Intent to File a Protest”* is received by the Procurement Management Director.
  - 25.6. **Failure to follow the protest procedures requirement within the time frames as prescribed herein and established by the Lee County Board of County Commissioners, Florida, shall constitute a waiver of the right to protest and bar any resulting claims.**
26. AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES
- 26.1. This opportunity is also made available to any government entity. Pursuant to their own governing laws, and subject to the agreement of the vendor, other entities may be permitted to make purchases at the terms and conditions contained herein. Lee County Board of County Commissioners will not be financially responsible for the purchases of other entities from this solicitation.
27. CONTRACT ADMINISTRATION
- 27.1. **Designated Contact:**
    - 27.1.1. The awarded bidder shall appoint a person(s) to act as a primary contact for all County departments. This person or back-up shall be readily available during normal working hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.
    - 27.1.2. Lee County requires that the awarded bidder to provide the name of a contact person(s) and phone number(s) which will afford Lee County access 24 hours per day, 365 days per year, of this service in the event of major breakdowns or natural disasters.
  - 27.2. **BID – Term:** (unless otherwise stated in the Scope of Work or Detailed Specifications)
    - 27.2.1. Unless otherwise stated in the scope of work, specifications, or special conditions the default **contract term shall be one (1) year with three (3), one (1) year renewals for a total of four (4) years upon mutual agreement of both parties.**
    - 27.2.2. The County reserves the right to renew this agreement (or any portion thereof) and to negotiate pricing as a condition for each.
    - 27.2.3. The County’s performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.
  - 27.3. **BID – Basis of Award:**
    - 27.3.1. The bid is awarded under a system of sealed, competitive bidding to the lowest responsive and responsible bidder.
    - 27.3.2. In the event the lowest responsive and responsible bid for a project exceeds the available funds the County may negotiate an adjustment of the bid price with the lowest responsive and responsive bidder, in order to bring the total cost of the project within the amount of available funds.
    - 27.3.3. The County reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof. The County reserves the right to reject any and all bids or to waive any minor irregularity or technicality in the bid received. Award will be made to the lowest responsive and responsive bidder(s) within the category chosen for basis of award.
    - 27.3.4. The County reserves the right to award to one or multiple bidders at the discretion of the requesting authority and approval of the Procurement Management Director.
  - 27.4. **Agreements/Contracts:**
    - 27.4.1. The awarded bidder will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at <http://www.leegov.com/procurement/forms>.
  - 27.5. **Records:**

- 27.5.1. Retention: The bidder shall maintain such financial records and other records as may be prescribed by Lee County or by applicable federal and state laws, rules and regulations. Unless otherwise stated in the specifications, the bidder shall retain these records for a period of five years after final payment, or until they are audited by Lee County, whichever event occurs first.
- 27.5.2. Right to Audit/Disclosure: These records shall be made available during the term of the contract as well as the retention period. These records shall be made readily available to County personnel with reasonable notice and other persons in accordance with the Florida General Records Schedule. Awarded Bidder/Proposer(s) are hereby informed of their requirement to comply with FL §119 specifically to:
- 27.5.2.1. Keep and maintain public records required by the County to perform the service.
  - 27.5.2.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided or as otherwise provided by law.
  - 27.5.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
  - 27.5.2.4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.
- 27.5.3. Public Record: **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, <http://www.leegov.com/publicrecords>.**
- 27.5.4. Ownership: It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications and all data prepared or obtained by the successful bidder in connection with its services hereunder, include all documents bearing the professional seal of the successful bidder, and shall be delivered to and become the property of Lee County, prior to final payment to the successful bidder or the termination of the agreement. This includes any electronic versions, such as CAD or other computer aided drafting programs.
- 27.6. **Termination:**
- 27.6.1. Any agreement as a result of this solicitation may be terminated by either party giving **thirty (30) calendar days advance written notice**. The County reserves the right to accept or not accept a termination notice submitted by the vendor, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.
  - 27.6.2. The Procurement Management Director may immediately terminate any agreement as a result of this solicitation for emergency purposes, as defined by the Lee County Purchasing and Payment Procedures Manual (Purchasing Manual), (also known as Appendix "D" "AC-4-1.pdf".)
  - 27.6.3. Any bidder who has voluntarily withdrawn from a solicitation without the County's mutual consent during the contract period shall be barred from further County procurement for a **period of 180**

**days.** The vendor may apply to the Board for a waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by the Procurement Management Department.

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

- 27.6.4.1. Contractor is found to have submitted a false certification as provided under FL § 287.135 (5);
- 27.6.4.2. Contractor has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;
- 27.6.4.3. Contractor has engaged in business operations in Cuba or Syria;
- 27.6.4.4. Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel – beginning October 1, 2016.

## 28. WAIVER OF CLAIMS

- 28.1. Once this contract expires, or final payment has been requested and made, the awarded vendor shall have no more than **thirty (30) calendar days** to present or file any claims against the County concerning this contract. After that period, the County will consider the vendor to have waived any right to claims against the County concerning this agreement.

## 29. LEE COUNTY PAYMENT PROCEDURES

- 29.1. Unless otherwise noted all vendors are requested to mail an original invoice to:  
**Lee County Finance Department**  
**Post Office Box 2238**  
**Fort Myers, FL 33902-2238**
- 29.2. All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specifications for this project.
- 29.3. Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, proposer, or bidder for the preparation of these specifications.
- 29.4. Lee County is generally a tax exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All bidders should include in their bids, all sales or use taxes, which they will pay when making purchases of material or sub-contractor's services.

## 30. MATERIAL SAFETY DATA SHEETS (MSDS) (if applicable)

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

## 31. DEBRIS DISPOSAL (if applicable)

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

## 32. SHIPPING (if applicable)

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

**33. INSURANCE (AS APPLICABLE)**

- 33.1. Insurance shall be provided by the awarded bidder/vendor. Upon request, a certificate of insurance (COI) complying with the attached guide shall be provided by the bidder/vendor.

## Major 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/Garage/Garage Keepers/ On-Hook Legal Liability** - Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability, exposures with minimum limits of:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate  
\$1,000,000 products and completed operations  
\$1,000,000 personal and advertising injury

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

\$1,000,000 combined single limit (CSL)  
\$500,000 bodily injury per person  
\$1,000,000 bodily injury per accident  
\$500,000 property damage per accident

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

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

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



**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.

End of Section

**LEE COUNTY, FLORIDA**  
**DETAILED SPECIFICATIONS**  
**FOR**  
**B170009DKR**  
**Welding and Fabricating Services**

**1. GENERAL SCOPE OF WORK**

Lee County is seeking welding and fabrication services for equipment typically associated with Fleet Management, Lee Trans, and Solid Waste Fleet vehicles and equipment. Services will be provided on an as-need basis county-wide; no work is guaranteed.

**2. BASIS OF AWARD**

The basis of award for this bid will be the lowest responsive, responsible, and qualified bidder(s) meeting all specifications. The County reserves the right to award this contract to more than one bidder. This bid can be awarded to more than one bidder.

**3. TERM**

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

**4. MINIMUM REQUIREMENTS/RELATED PROJECT EXPERIENCE**

Welders shall be certified through the American Welding Society.

Vendors shop facilities must be within 25 mile radius of Fleet’s location at 2955 Van Buren St., Ft. Myers, Fl. 33916.

The Contractor submitting a bid must have experience providing welding and fabrication services for their bid to be to be considered responsible.

Two verifiable commercial, industrial or governmental references where Welding and Fabrication Services have been provided within the last three years are required, the format of these references are: Use form 1b Minimum Requirements Table for project references. Include the project name, Owner’s name, project start date, project initial budget, final budget, number of change orders, initial scheduled substantial completion date, actual substantial completion date, summary of work performed by your firm, and reference for the project including contact name, phone number, and Email.

To be deemed responsible, references must demonstrate bidder has provided the following experience:

I. Welding and Fabrication Services

II. Work done for facility similar size of Lee County Fleet and Lee County Solid Waste.

**5. GENERAL SPECIFICATIONS**

- Vendor must have the necessary equipment and capabilities to fabricate and machine parts within factory specifications as necessary. Bidder must be able to provide all welding and fabrication services for steel, aluminum, and stainless steel materials. Vendor must be able to weld up to 1 ½ inch materials. Vendor must

have the ability to engineer, load, and stress test fabricated or repaired points; including points on hydraulic operated equipment.

- The Vendor must be able to fabricate metal body parts on dump trucks and various heavy on and off road equipment, hydraulic tanks, repair and machine cylinder rods and barrels , milling pins and bushings on heavy equipment and replace tarps and liners on dump trucks
- The need may arise for onsite repair. The vendor must be capable of performing mobile welding and reasonable fabrication services on equipment in field and at county operated facilities in Lee and Hendry Counties.
- The Vendor(s) shall keep the County premises free from accumulation of waste materials or rubbish caused by his operations at all times. Upon completion of the work, the Vendor shall remove all waste materials and rubbish from and around the facility, as well as all tool construction equipment, machinery and surplus materials, and shall clean all building surfaces and leave that area "broom clean."
- In the event that the work performance of the Vendor is not satisfactory, the Vendor shall be notified and given 24 hours to remedy the defective work. Labor for all jobs requiring any rework shall be at no cost to the County. If the vendor fails to meet this requirement, the County reserves the right to obtain welding services from another source and deduct the cost from monies due to the vendor.
- Vendor must have space to store and secure vehicles & equipment while being worked on; including but not limited to tractor trailers, construction equipment, and other vehicles and equipment typical to the solid waste industry and municipal fleet operations. Per Section 10 of the General Terms and Conditions "The County reserves the right before recommending any award to inspect the facilities and organization."
- Vendor must complete County work within 5 days of the start of job, unless a mutually agreed upon delivery date has been set. In either case the Vendor and the County shall notify the other party via email or by phone when equipment is to be delivered to the other's site.
- The awarded vendor shall be appropriately licensed, shall obtain all necessary permits, and shall pay all required fees to any 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.
- All invoices must show at a minimum the following; the number of hours the project required times the quoted hourly rate, and the cost of the materials times the quoted mark-up and finally the total cost for the project. In order to verify material costs accurately the invoice should be accompanied by the invoices from the vendors supplier for the materials used in the project. All information necessary to accurately verify all costs incurred by the county should accompany the vendor's invoice. If Lee County cannot assess accurately the costs for any project payment will be held until the vendor substantiates all his invoiced charges. A current invoice should be provided to verify the material costs but if for some reason this cannot be done the department representative will be the final judge of the cost of materials used for the project.

#### 6. OPTIONAL WORK NOT PART OF BID AWARD

- Optional Walkingfloor trailer service work: Vendor must demonstrate their experience working on Walkingfloor trailer systems and floor slats including removal, inspection, repair, and replacement of slats and other operating and structural components. This experience can be demonstrated through verifiable prior work experience or through a letter of reference from a Walkingfloor trailer manufacturer or Walkingfloor system provider.

- Walkingfloor slats must meet or exceed the minimum specifications for the slats or components listed below:
  - Walkingfloor slats model number 2301 (3) Ridge High Impact aluminum slat or as model number is amended.
  - Equivalent Walkingfloor slats may be accepted with prior approval by the County.
  - Walkingfloor bearings, T-blocks, and other materials must be approved prior to installation.
- Optional commercial liner service and installation services: Vendor must demonstrate their experience with installing and servicing commercial grade liners in dump trailers. This may be demonstrated through verifiable prior work experience or through a letter of reference from a commercial grade liner manufacturer/supplier for the liner system specified below.
  - Commercial grade dump trailer liners must meet or exceed the minimum specifications for the liner listed below:
    - Superslide UHMW Yellow Quartz Liner System – Minimum ½” thick with a ¾” thick tail section.
    - Equivalent commercial grade liner may be accepted with prior approval by the County.

End of Section

## REQUIRED FORMS

### INVITATION TO BID

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

#### **Form # Title/Description**

##### **1 Solicitation Response Form**

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

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

##### **1a Bid/Proposal Form**

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

##### **1b Minimum Requirements Table -Project References**

##### **1c Business Relationship Disclosure Requirement** (if Applicable)

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. If this **disclosure is applicable request form** "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12)(b), Florida Statute (1983)) to be completed and **returned with solicitation response**. **It is the Bidder's responsibility to request form and disclose this relationship, failure to do so could result in being declared non-responsive.**

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

##### **2 Affidavit Certification Immigration Laws**

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

##### **3 Reference Survey**

Provide this form to a minimum of three references. This form will be turned in with the bid or proposal package.

1. **Section 1:** Bidder/Proposer to complete with reference respondent's information prior to providing to them for their response. (This is **not** the Bidder/Proposer's information.)
2. **Section 2:** Enter the name of the Bidder/Proposer; provide the project information that the reference respondent is to provide a response for.
3. The reference respondent should complete "**Section 3.**"
4. **Section 4:** The reference respondent to print and sign name
5. A **minimum of 3 reference responses** are requested to be returned with bid or proposal package.
6. Failure to obtain reference surveys may make your company non-responsive.

**4** *Negligence or Breach of Contract Disclosure Form*

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

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

**5** *Affidavit Principal Place of Business*

Certifies Bidder’s location information. Local Vendor Preference and Location Point values are excluded when prohibited by grant or funding source. (In such cases form will be informational only.)

**6** *Sub-Contractor List* (if applicable)

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

**7** *Public Entity Crime Form*

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

**8** *Trench Safety* (Required for Construction Projects Only)

Self explanatory.

**9** *Bid Bond* (if applicable)

Self explanatory

*Bid/Proposal Label* (Required)

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

*Include any licenses or certifications requested* (if applicable)

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



**Form 1 – Solicitation Response Form**

V09/12/2016



**LEE COUNTY PROCUREMENT MANAGEMENT  
SOLICITATION RESPONSE FORM**

Date Submitted: \_\_\_\_\_ Deadline Date: 12/14/2016

SOLICITATION IDENTIFICATION: B170009DKR

SOLICITATION NAME: Welding and Fabricating Services

COMPANY NAME: \_\_\_\_\_

NAME & TITLE: (TYPED OR PRINTED) \_\_\_\_\_

BUSINESS ADDRESS: (PHYSICAL) \_\_\_\_\_

CORPORATE OR MAILING ADDRESS: \_\_\_\_\_

☐ SAME AS PHYSICAL

**ADDRESS MUST MATCH SUNBIZ.ORG** \_\_\_\_\_

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

PHONE NUMBER: \_\_\_\_\_ FAX \_\_\_\_\_

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

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

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

Tax Payer Identification Number: \_\_\_\_\_

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

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

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

- 1 **Collusion Statement:** Lee County, Fort Myers, Florida The undersigned, as Bidder/Proposer, hereby declares that no person or other persons, other than the undersigned, are interested in this solicitation as Principal, and that this solicitation is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby bid/propose and agree to furnish this service according to the requirements set out in the solicitation documents, specifications or scope of work for said service for the prices as listed on the county provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.

**2 Scrutinized Companies Certification:**

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

**Form#1 – Solicitation Form, Page 2**

- 3 Business Relationship Disclosure Requirement:** Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, Florida Statutes and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

**If this disclosure is applicable request form “INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS” (Required by 112.313(12)(b), Florida Statute (1983)) to be completed and returned with solicitation response. It is the bidder/proposer’s responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.**

☐ **Business Relationship Applicable (request form)**

☐ **Business Relationship NOT Applicable**

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

Yes

No

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

\_\_\_\_\_  
Company Name (Name printed or typed)

\_\_\_\_\_  
Authorized Representative Name (printed or typed)

\_\_\_\_\_  
Authorized Representative's Title (printed or typed)

\_\_\_\_\_  
Authorized Representative's Signature



(Affix Corporate Seal, if applicable)

\_\_\_\_\_  
Witnessed/Attested by:

(Witness/Secretary name and title printed or typed)

\_\_\_\_\_  
Witness/Secretary Signature

Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the submission being declared non-responsive by the County.

**Detail by Entity Name****Florida Profit Corporation**

Bill's Widget Corporation

**Filing Information**

Document Number 655555  
FEI/EIN Number 5111111111  
Date Filed 09/22/1980  
State FL  
Status ACTIVE  
Last Event AMENDED AND RESTATED ARTICLES  
Event Date Filed 07/25/2006  
Event Effective Date NONE

**Principal Address**

555 N Main Street  
Your Town, USA 99999  
Changed 02/11/2012

**Mailing Address**

555 N Main Street  
MYour Town, USA 99999  
Changed 02/11/2012

**Registered Agent Name & Address**

My Registered Agent  
111 Registration Road  
Registration, USA99999

Name Changed: 12/14/2006

Address Changed: 12/14/2006

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

Title P

President, First  
555 AVENUE  
Anytown, USA99999

Title V

President, Second  
555 AVENUE  
Anytown, USA99999



Lee County Procurement Management  
**BID/PROPOSAL FORM**

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

**Solicitation #** B170009DKR **Solicitation Name** Welding and Fabricating Services

Having carefully examined the “Terms and Conditions”, and the “Detailed Specifications”, all of which are contained herein, propose to furnish the following which meet these specifications.

**Multi-year and Renewals**

The successful Bidder shall be responsible for furnishing and delivering to the Lee County requesting Department commodity or services on an “as needed basis for a one-year (1) period or as specified in the Scope of Work as per specifications. There will be an option to extend this contract as specified in the Scope of Work or specification upon approval of both the County and the vendor at the time of the extension or renewal.

Please include this page with your submission package.

**REQUIRED PRICING**

**Note: Please read this statement; All costs associated with providing these services and materials must be included in your hourly rate and your materials mark-up. Do not price out separately any costs associated with these services.**

TRADE	HOURLY RATE	PERCENTAGE OF MARK UP
WELDER		
MOBILE WELDER*		
FABRICATOR		
MACHINIST		
MATERIALS MARK UP		

**\*Mobile Welder Hourly Rate is all inclusive of all time including but not limited to travel time and mileage from Vendor’s business or Vendor’s job site to where Lee County equipment is located at to be repaired. Only time at Lee County site will be paid for.**

1. Vendors shop facilities must be within 25 mile radius of Fleet’s location at 2955 Van Buren St., Ft. Myers, Fl. 33916.
2. The Contractor submitting a bid must have experience providing welding and fabrication services for their bid to be to be considered responsible.

Two verifiable commercial, industrial or governmental references where Welding and Fabrication Services have been provided within the last five years are required, the format of these references are: Use form 1b Minimum Requirements Table for project references. Include the project name, Owner’s name, project start date, project initial budget, final budget, number of change orders, initial scheduled substantial completion date, actual substantial completion date, summary of work performed by your firm, and reference for the project including contact name, phone number, and Email.

To be deemed responsible, references must demonstrate bidder has provided the following experience:

I. Welding and Fabrication Services

II. Work done for facility similar size of Lee County Fleet and Lee County Solid Waste.

3. At least one (1) welder must be certified through the American Welding Society.

Is at least one (1) welder with your certified through the American Welding Society? \_\_\_\_\_ YES \_\_\_\_\_ NO

Welder Name: \_\_\_\_\_

Certification Number: \_\_\_\_\_

Date of Certification: \_\_\_\_\_

Certification Expiration: \_\_\_\_\_

**OPTIONAL WORK NOT PART OF BID AWARD:**

Optional Walkingfloor trailer service work: \_\_\_\_\_ Hourly Rate

Optional commercial liner service and installation services: \_\_\_\_\_ Hourly Rate

**Required form 1b Minimum Requirements Table** (form may be expanded or duplicated as needed)**Bidder Name:****Relevant Projects:**

<b>Owner Name:</b> _____ <b>Project Name:</b> _____ <b>Project Address:</b> _____ _____ <b>Owner Representative:</b> _____ <b>Representative</b> <b>Telephone:</b> _____ <b>Representative E-Mail:</b> _____ <b>Project Cost:</b> <b>GMP</b> \$ _____ <b>Final</b> \$ _____ <b>Construction Schedule:</b> <b>Planned</b> _____ (calendar days) <b>Actual</b> _____ (calendar days) <b>Project Size:</b> <b>Sq. Ft.</b> _____ <b>Type of Government</b> <b>Service Related Facility</b>	<b>Summary of Project Scope:</b> <div style="border: 1px solid black; height: 200px; width: 100%;"></div>
--	--

<b>Owner Name:</b> _____ <b>Project Name:</b> _____ <b>Project Address:</b> _____ _____ <b>Owner Representative:</b> _____ <b>Representative</b> <b>Telephone:</b> _____ <b>Representative E-Mail:</b> _____ <b>Project Cost:</b> <b>GMP</b> \$ _____ <b>Final</b> \$ _____ <b>Construction Schedule:</b> <b>Planned</b> _____ (calendar days) <b>Actual</b> _____ (calendar days) <b>Project Size:</b> <b>Sq. Ft.</b> _____ <b>Type of Government</b> <b>Service Related Facility</b>	<b>Summary of Project Scope:</b> <div style="border: 1px solid black; height: 200px; width: 100%;"></div>
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<b>Owner Name:</b> _____ <b>Project Name:</b> _____ <b>Project Address:</b> _____ _____ <b>Owner Representative:</b> _____ <b>Representative</b> <b>Telephone:</b> _____ <b>Representative E-Mail:</b> _____ <b>Project Cost:</b> <b>GMP</b> _____ <b>Final</b> _____ <b>Construction Schedule:</b> <b>Planned</b> _____ (calendar days) <b>Actual</b> _____ (calendar days) <b>Project Size:</b> <b>Sq. Ft.</b> _____ <b>Type of Government</b> <b>Service Related Facility</b>	<b>Summary of Project Scope:</b> <div style="border: 1px solid black; height: 200px; width: 100%;"></div>
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## Bidder Name:

Owner Name: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Address: \_\_\_\_\_

Owner Representative: \_\_\_\_\_

Representative

Telephone: \_\_\_\_\_

Representative E-Mail: \_\_\_\_\_

Project Cost: GMP \_\_\_\_\_

Final \_\_\_\_\_

Construction Schedule: Planned \_\_\_\_\_ (calendar days)

Actual \_\_\_\_\_ (calendar days)

Project Size: Sq. Ft. \_\_\_\_\_

Type of Government Service Related Facility \_\_\_\_\_

## Summary of Project Scope:

--

Owner Name: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Address: \_\_\_\_\_

Owner Representative: \_\_\_\_\_

Representative

Telephone: \_\_\_\_\_

Representative E-Mail: \_\_\_\_\_

Project Cost: GMP \_\_\_\_\_

Final \_\_\_\_\_

Construction Schedule: Planned \_\_\_\_\_ (calendar days)

Actual \_\_\_\_\_ (calendar days)

Project Size: Sq. Ft. \_\_\_\_\_

Type of Government Service Related Facility \_\_\_\_\_

## Summary of Project Scope:

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**LEE COUNTY**  
SOUTHWEST FLORIDA

**AFFIDAVIT CERTIFICATION IMMIGRATION LAWS**

SOLICITATION NO.: B170009DKR SOLICITATION NAME: Welding and Fabricating Services

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

The foregoing instrument was signed and acknowledged before me 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.**

## Form 3 Reference Survey



## Lee County Procurement Management

**REFERENCE SURVEY****Solicitation # B170009DKR****Welding and Fabricating Services**

<b>Section 1</b>		Reference Respondent Information		<b>Please return completed form to:</b>	
<b>FROM:</b>				<b>Bidder/Proposer:</b>	
<b>COMPANY:</b>				<b>Due Date:</b>	
<b>PHONE #:</b>				<b>Total # Pages: 1</b>	
<b>FAX #:</b>				<b>Phone #: Fax #:</b>	
<b>EMAIL:</b>				<b>Bidder/Proposer E-Mail:</b>	
<b>Section 2</b>		Enter Bidder/Proposer Information, if applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)			
Bidder/Proposer Name:					
Reference Project Name:		Project Address:		Project Cost:	
Summarize Scope:					
<p><b>You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.</b></p>					
<b>Section 3</b>					Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?					
2. Were any problems encountered with the company's work performance?					
3. Were any change orders or contract amendments issued, other than owner initiated?					
4. Was the job completed on time?					
5. Was the job completed within budget?					
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)					
7. If the opportunity were to present itself, would you rehire this company?					
8. Please provide any additional comments pertinent to this company and the work performed for you:					
<b>Section 4</b>					

Reference Name (Print Name)

**Please submit non-Lee County employees as references**

Reference Signature



## ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM

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

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

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

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

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

Page Number: \_\_\_\_\_ Of \_\_\_\_\_ Total pages

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



# LEE COUNTY

## SOUTHWEST FLORIDA

### AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

Local Vendor Preference (Non-CCNA)

(Lee County Ordinance No. 08-26)

Location Identification (CCNA)

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

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

Printed name of authorized signer \_\_\_\_\_

Title \_\_\_\_\_



Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

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

Notary:

State of \_\_\_\_\_

County of \_\_\_\_\_

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

\_\_\_\_\_

20 \_\_\_\_\_ who has produced

\_\_\_\_\_ as identification (or personally known)

Type of ID and number



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

Notary Commission Number and expiration \_\_\_\_\_

1. Principal place of business is located within the boundaries of: \_\_\_\_\_ Lee County  
 \_\_\_\_\_ Collier County  
 \_\_\_\_\_ Non-Local

Local Business Tax License # \_\_\_\_\_

2. Address of Principal Place of Business: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

3. Number of years at this location \_\_\_\_\_ years

4. Have you provided goods or services to Lee County on a regular basis within the past 3 consecutive years \_\_\_\_\_ Yes\* \_\_\_\_\_ No \*If yes, attach contractual history for past 3 consecutive years

5. Size of Facility (i.e. office, sales area, warehouse, storage yard, etc.) \_\_\_\_\_

6. Number of available employees for this contract \_\_\_\_\_

*Form 6-Sub-contractor List***SUB-CONTRACTOR LIST**

Sub-contractor Name	Area Of Work	Point Of Contact Or Project Supervisor	Phone Number and Email	Qualified DBE Yes/No	Amount or Percentage of Total

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



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

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime:  
or:
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm’s length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. *(Please indicate which statement applies.)*

\_\_\_\_\_ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

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

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_  
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_\_ day  
of \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_  
(NOTARY PUBLIC)

My Commission Expires: \_\_\_\_\_

**Form#8: Trench Safety (Required for Construction Projects Only)****TRENCH SAFETY**

Contractor/Vendor acknowledges that included in the appropriate solicitation items of the solicitation and in the Total solicitation price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The contractor/vendor further identifies the costs of such compliance to be summarized below:

Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
.....				
A. _____	_____	_____	_____	_____
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____
D. _____	_____	_____	_____	_____
TOTAL \$ _____				

If applicable, the contractor/vendor certifies that all trench excavation done within his control in excess of five (5') feet in depth shall be in accordance with the Florida Department of Transportation's Special Provisions Article 125-1 and Sub-article 125-4.1 (TRENCH EXCAVATION SAFETY SYSTEM AND SHORING, SPECIAL-TRENCH EXCAVATION).

Failure to complete the above may result in the solicitation being declared non-responsive.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Company Name)

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_ (name and title of corporate officer) of \_\_\_\_\_ (name of corporation), a \_\_\_\_\_ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
(signature line for notary public)

\_\_\_\_\_  
(name of notary typed, printed or stamped)

\_\_\_\_\_  
(title or rank)

My commission expires:

\_\_\_\_\_  
(serial number, if any)

BID BOND

Complete EITHER Lee County Paper Bid Bond OR provide cashier's check

KNOW ALL MEN BY THESE PRESENTS, that we

\_\_\_\_\_ as Principal, and  
(BIDDER'S Name)

\_\_\_\_\_ a Corporation licensed to do  
(Surety's Name)

business under the laws of the State of Florida as a Surety, are held and firmly bound unto LEE COUNTY BOARD OF COUNTY COMMISSIONERS, LEE COUNTY, FLORIDA, a Political Subdivision of the State of Florida,

in the SUM OF \_\_\_\_\_  
for the payment whereof, well and truly to be made, we bind ourselves, our heirs, successors, personal representatives and assigns, jointly and severally, firmly, by these presents.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

WHEREAS, said Principal is herewith submitting a Bid/Proposal for the construction of:

NOW, THEREFORE, the condition of the above obligation is such that if said Principal shall be awarded the Contract upon said Bid/Proposal within the specified time and shall enter into a written Contract, satisfactory in form, provide an acceptable Public Payment & Performance Bond from a Surety acceptable to the COUNTY and provide other Insurance as may be required to the COUNTY within seven (7) calendar days after the written Notice of Award date, or within such extended period as the COUNTY may grant, then this obligation shall be null and void; otherwise said Principal and Surety shall pay to said COUNTY in money the difference between the amount of the Bid of said Principal and the amount for which said COUNTY may legally contract with another party to perform said work, if the latter amount be in excess of the former, together with any expenses and reasonable attorney's fees incurred by said COUNTY if suit be brought here on, but in no event shall said Surety's liability exceed the penal sum hereof plus such expenses and attorney's fees. For purposes of unsuccessful bid protests filed by the Principal herein, this obligation shall bind the Surety to pay costs and damages associated with the bid protest or delays to the project upon a finding from the Board of County Commissioners for Lee County that the bid protest was frivolous and/or lacked merit. The liability of the Surety shall not exceed the penal sum of the bid bond.

Witness as to Principal:

\_\_\_\_\_  
(Principal) (SEAL)

(By) \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Witness as to Surety:

\_\_\_\_\_  
(Surety's Name) (SEAL)

\_\_\_\_\_

\_\_\_\_\_  
(By-As Attorney-in-Fact, Surety)

Affix Corporate Seals and attach proper Power of Attorney for Surety.

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

<b>BID/PROPOSAL DOCUMENTS • DO NOT OPEN</b>	
SOLICITATION No.:	B170009DKR
SOLICITATION TITLE:	<b>Welding and Fabricating Services</b>
DATE DUE:	<b>Wednesday, December 14, 2016</b>
TIME DUE:	<b>Prior to: 2:30 PM</b>
SUBMITTED BY:	_____
	(Name of Company)
e-mail address	Telephone
<b>DELIVER TO:</b>	Lee County Procurement Management 1500 Monroe 4 <sup>th</sup> Floor Fort Myers FL 33901
<i>Note: submissions received after the time and date above will not be accepted.</i>	



Lee County Procurement Management  
1500 Monroe Street, 4<sup>th</sup> Floor  
Fort Myers, FL 33901  
(239) 533-8881  
[www.leegov.com/procurement](http://www.leegov.com/procurement)

**PLEASE PRINT CLEARLY**