



PROJECT NO.: IW120365

OPEN DATE: August 2, 2012

AND TIME: 2:30 P.M.

PRE-BID DATE: July 18, 2012

AND TIME: 10:00 A.M.

LOCATION: PROCUREMENT MANAGMENT
1825 HENDRY ST, 3RD FLOOR
FT. MYERS, FL. 33901

REQUEST FOR QUOTATIONS

TITLE: RECYCLING BINS

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 3rd Floor
FORT MYERS, FL 33901

BUYER: CHRIS JEFFCOAT, CPPB
PURCHASING AGENT
PHONE NO.: (239) 533-5450
EMAIL: cjeffcoat@leegov.com

GENERAL CONDITIONS

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

Any question regarding this solicitation should be directed to the Buyer 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. Quotations 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 Quote”
 - 2. Name of the firm submitting the quotation
 - 3. Title of the quotation
 - 4. Quotation number

- b. The Quotation must be submitted in duplicate as follows:
 - 1. The original consisting of the Lee County quote forms completed and signed.
 - 2. A copy of the original quote forms for the Director.

- c. The following must be submitted along with the quotation in a separate envelope. This envelope must be marked as described above, but instead of marking the envelope as “Sealed Quote”, 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 quotation; i.e., required submittals, literature, technical data, financial statements.
 - 2. Warranties and guarantees against defective materials and workmanship.

- d. **QUOTES RECEIVED LATE:** It is the quoter’s responsibility to ensure the quote is received by the Division of Procurement Management prior to the opening date and time specified. Any quote received after the opening date and time will be promptly returned to the quoter unopened. Lee County will not be responsible for quotes received late because of delays

by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.

- e. **QUOTE CALCULATION ERRORS:** In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted 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 QUOTE:** No quote may be withdrawn for a period of 90 days after the scheduled time for receiving quotes. A quote may be withdrawn prior to the quote-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 quote; to reject any or all quotes with or without cause; and/or to accept the quote that in its judgment will be in the best interest of the County of Lee.
- i. **EXECUTION OF QUOTE:** All quotes shall contain the signature of an authorized representative of the quoter in the space provided on the quote proposal form. All quotes shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the quote shall be initialed.

2. **ACCEPTANCE**

The materials and/or services delivered under the quote **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 quoted, it is the vendor's responsibility to name such product with

his quote 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 quoter 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 quote 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.

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

All materials and/or services furnished under this quote 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 quote 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 quoters who attend the pre-bid conference will be allowed to quote 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 quote.

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 contractors or quoters should include in their quote 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 QUOTERS** (unless otherwise noted)

Quotes will be considered only from firms normally engaged in the sale and distribution or provision of the services as specified herein. Quoters 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 quotes where evidence submitted or investigation and evaluation indicates an inability of the quoter 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 quote and a part of these specifications that the submission of any quote in response to this request constitutes a quote made under the same conditions, for the same price, and for the same effective period as this quote, 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 quote from State Contract Vendors if the prices are deemed lower on State Contract than the prices we receive in this quotation.

b) **Any Single Large Project**

The County, in its sole discretion, reserves the right to separately quote any project that is outside the scope of this quote, 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 quote 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 quote from DBE's to fulfill the County's state policy toward DBE's as outlined in County Ordinance 88-45 and 90-04, as amended.

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 quotes/proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a quote/proposal 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 quote 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 quote 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 quote for emergency purposes, as defined by the Lee County Purchasing and Payment Procedure Manual.

Any vendor who has voluntarily withdrawn from a formal quote/proposal 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 quote/proposal 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
PROPOSAL QUOTE FORM
FOR RECYCLING BINS**

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:

The undersigned acknowledges receipt of Addenda numbers:

<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u> <u>FOB Delivered</u>	<u>Grand Total</u> <u>FOB Delivered</u>
10,000	18 Gal. Recycling Bins X	\$ _____	= \$ _____ (In U.S. Dollars)
Recycled content: _____%			
Manufacturer: _____		Model: _____	

Is descriptive literature, specifications and sample unit included? Yes _____ No _____

Delivery (requested within 30 days ARO)

TO BE DELIVERED WITHIN _____ CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.

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:

Quoter shall submit his/her quote 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 Quoter/Quote being declared non-responsive by the County.

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED QUOTER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS QUOTE WITH OTHER QUOTERS AND HAS NOT COLLUDED WITH ANY OTHER QUOTER OR PARTIES TO A QUOTE 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) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.

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
RECYCLING BINS**

SCOPE

It is the intent of these specifications to establish a quote for Lee County Solid Waste Division, for the purchase of new unused recycling bins with a minimum post consumer recycled material content of 25 percent, throughout the year on an as needed basis.

TERM OF QUOTE

If awarded, the terms of this quote shall be in effect for one year. The County reserves the right to renew this quote (or any portion thereof) and to negotiate lower pricing as a condition for each renewal, for up to four additional one-year periods, upon mutual agreement of both parties and, except as to lower pricing, under the same terms and conditions.

BASIS OF AWARD

Award will be made to the vendor offering lowest grand total cost, based on a 10,000 quantity, meeting all specification requirements.

Lee County reserves the right to award to a primary and a secondary vendor; and/or a pool of vendors if it is in the best interest of the county to do so.

DELIVERY REQUIREMENTS

All quotes shall be based on firm prices delivered F.O.B. to the Lee County Electronics HCW Facility 6431 Topaz Ct., Ft. Myers, Fl. 33912 or Lee County Recycling Facility, 10550 Buckingham Road, Ft. Myers, Fl. 33905. Times of deliveries are Monday-Friday between the hours of 8:00 a.m. till 4:00 p.m.

Items delivered not as specified will be picked up the Bidder at no expense to Lee County. Replacement items meeting specifications shall be submitted within a reasonable time of rejection of the non-conforming items.

At the options of Lee County items from any delivery may be submitted to an independent testing laboratory to determine conformity to respective specifications. Bidders shall assume full responsibility for payment of any and all charges for testing and analysis of any product offered that does not conform to the minimum required specifications.

Lee County reserves the right to purchase from another vendor, if the awarded vendor fails to deliver items within the specified time.

DESIGNATED CONTACT

The awarded vendor shall appoint a person or persons to act as a primary contact for the Lee County Solid Waste Division. This person or back-up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.

INSURANCE

Insurance shall be provided, per the attached insurance guide, prior to issuance of notice to proceed.

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

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

PRICE ESCALATION

If the awarded vendor(s) experiences a major price increase from suppliers for items in this quotation, the vendor may submit a written request to adjust pricing. All information necessary to review and analyze the request must be submitted to Lee County Purchasing. Please submit all such information 30 days prior to the effective date. Lee County shall have the right to grant the price increase, or re-quote, at the County's sole discretion. Should prices decrease, the same procedure shall apply. All price increases and decreases to be approved by the Lee County Solid Waste Division.

EQUIVALENTS, SAMPLE PRIOR TO AWARD

If your offering does not meet specifications and is considered an equivalent your firm should submit a sample and detailed specification with Bid or within 10 calendar days after request. Samples must be free of charge and will be returned at Bidder's expense upon written request after award. Testing of samples may include disassembly or destruction.

ESTIMATED QUANTITY

The quantities given are only given as estimates and for evaluation purposes only. The Lee County Solid Waste Division reserves the right to increase or decrease total quantities as necessary to meet actual requirements.

WARRANTY

The successful Bidder shall fully warranty all containers furnished hereunder against defects in materials and/or workmanship for a period of five (5) years from date of

delivery and acceptance by the Lee County Solid Waste Division. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the successful bidder shall repair or replace same at no cost to the Lee County Solid Waste Division, immediately upon written notice from the Lee County Solid Waste Division.

MEASUREMENTS

Customary measurements appearing in these specifications are not intended to preclude bid commodities with metric measurements. If bids are based on equivalent products, indicate on the bid, cuts, sketches, and descriptive literature and/or complete specifications. The Lee County Solid Waste Division reserves the right to determine acceptance of items as an approved equivalent. Bids which do not comply with this requirement are subject to rejection. Bids lacking any written indication of intent to bid an alternate will be received and considered to be in complete compliance with the specifications as stated on the Bid Form. Lee County is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction.

PRE-APPROVAL OF FIRST SHIPMENT

It is understood and agreed that the awarded bidder shall provide the Lee County Solid Waste Division with the first article for inspection and written approval within 2 weeks of receipt of purchase order.

TECHNICAL SPECIFICATIONS

18 GALLON RECYCLING CONTAINERS

Any additions, deletions, or variations from the following specifications must be noted. These specifications shall be construed as minimum. Should the manufacturer’s current published data or specifications exceed these, they shall be considered minimum and shall be furnished. Specifications also require that the bidder furnish descriptive literature, complete specifications and all other necessary data on the item he proposes to furnish. All units must be new, of current manufacture and carry warranty of a minimum of five (5) year duration.

Bidder must place a check mark next to either “Yes” or “No” for all specification components below indicating bidder’s compliance or non-compliance, respectively. All “No” responses must be explained on the specification sheet or on a separate sheet, clearly labeled, referencing the page and item number of the exception. Reference to product literature will not be accepted as an explanation of exceptions and may be cause for rejection of the bid.

	<u>COMPLY</u>		
	YES	NO	EXPLAIN
1. CONSTRUCTION			
Container must be HDPE injection molded construction or equal with stabilizers to prevent fading or material breakdown.	_____	_____	_____
2. RECYCLED MATERIAL			
Container must have a post consumer recycled content of at least 25 percent.	_____	_____	_____
3. WARRANTY			
Containers must be warranted against defects in materials, Workmanship and design for a minimum of five (5) years.	_____	_____	_____
4. DATE STAMP			
Containers must be date coded. Date code must be molded into the surface.	_____	_____	_____
5. COLOR			
The color must be approved Lee County Pepsi blue.	_____	_____	_____

COMPLY
 YES NO EXPLAIN

6. LOGO

The Lee County recycling logo must be imprinted in white on both sides of the container. Please see attached artwork, illustration. Hot stamp specification may be changed at the request of the Lee County Authority with only the additional cost of the new stamp(s) passed on to the Lee County Authority. Additional hot stamps charges shall not exceed \$500.00 each. Logo can be found at the back of this document.

7. LIP

The container shall have a rolled lip for extra strength Long side must have the ability to hang on a Labrie truck side body.

8. HANDLES

The handles for the container to be reinforced and integrally molded into the container's width side.

9. EDGES/SPURS

All edges must be smooth or rounded for the safety of the homeowner and the collector. Containers to have no sharp edges or spurs.

10. SIZE

The exterior dimensions of the top of the container to be approximately length 25", width 17.5 height 13.5".

11. CAPACITY

The capacity of the container to be a minimum of 18 gallons.

12. WEIGHT

The weight of the container to be a minimum of five pounds

13. WALL THICKNESS

The container's minimum thickness to be 100 MILS to 115 MILS per wall side.

14. BOTTOM THICKNESS

The container minimum thickness for the bottom to be 120 MILS to 140 MILS.

COMPLY
YES NO EXPLAIN

15. NESTING

The container's nesting ratio must be no less than 5.5:1

16. DRAINAGE

The containers must have drain holes to allow run off of rain water, and have the capacity to hold approximately 18 oz. of spillage.

STANDARD INSURANCE

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 guarantees, 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 Quote has been signed.
- ___ 2. The Quote prices offered have been reviewed.
- ___ 3. The price extensions and totals have been checked.
- ___ 4. The original (must be manually signed) and 1 additional copy of the quote has been submitted.
- ___ 5. Two (2) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.
- ___ 6. All modifications have been acknowledged in the space provided.
- ___ 7. All addendums issued, if any, have been acknowledged in the space provided.
- ___ 8. Erasures or other changes made to the quote document have been initialed by the person signing the quote.
- ___ 9. Bid Bond and/or certified Check, (if required) have been submitted with the quote in amounts indicated.
- ___ 10. Any Delivery information required is included.
- ___ 11. Affidavit Certification Immigration Signed and Notarized

- ___ 12. The mailing envelope has been addressed to:

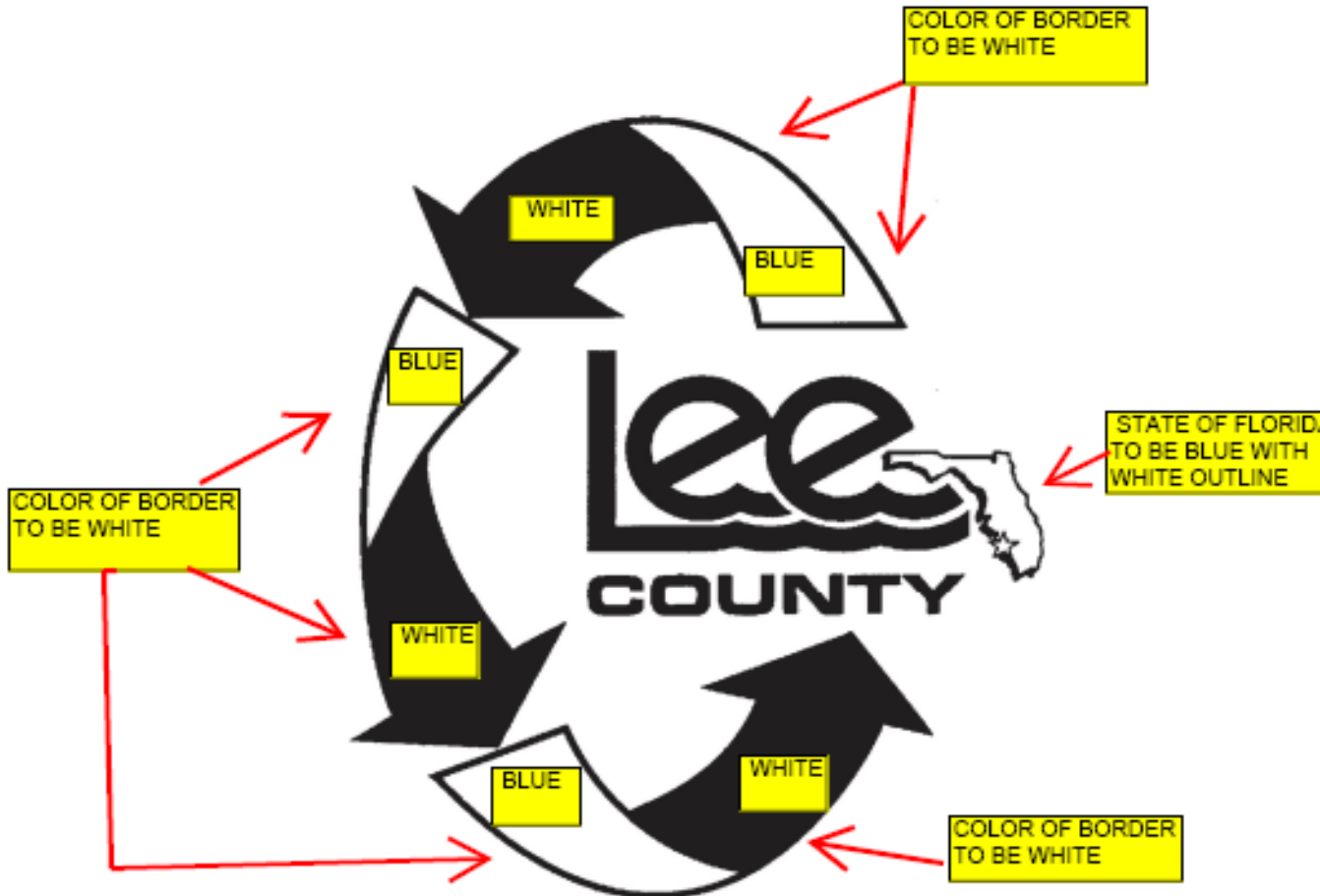
MAILING ADDRESS	PHYSICAL ADDRESS
Lee County Procurement Mgmt.	Lee County Procurement Mgmt.
P.O. Box 398 or	1825 Hendry St 3 rd Floor
Ft. Myers, FL 33902-0398	Ft. Myers, FL 33901

- ___ 13. The mailing envelope **MUST** be sealed and marked with:
Quote Number
Opening Date and/or Receiving Date

- ___ 14. The quote will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise quote cannot be considered or accepted.)

- ___ 15. If submitting a "NO BID" please write quote 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:



PROPERTY OF LEE COUNTY

NOTE: ALL LETTERS ARE TO BE WHITE STAMPED ON PEPSI BLUE BINS.
LOGO IS ACTUAL SIZE. TO BE HOT STAMPED ON BOTH LONG SIDES OF CONTAINERS.