



LEE COUNTY
S O U T H W E S T F L O R I D A

PROJECT NO.: RFQ140240

OPEN DATE: MAY 6, 2014

AND TIME: 2:30 P.M.

LOCATION: PROCUREMENT MANAGEMENT
1825 HENDRY ST. 3rd FLOOR
FORT MYERS, FL 33901

REQUEST FOR QUALIFICATIONS

TITLE:
REMOVAL OF DERELICT AND ABANDONED
VESSELS IN LEE COUNTY

Advertised Date: APRIL 11, 2014

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

ADDRESS

1825 Hendry St 3rd Floor
FORT MYERS, FL 33901

PROCUREMENT CONTACT:

NAME: KATHY CICCARELLI
TITLE: PROCUREMENT ANALYST
PHONE NO.: (239) 533- 5456
EMAIL:kciccarelli@leegov.com

GENERAL CONDITIONS

Sealed Responses will be received by the DIVISION OF PROCUREMENT MANAGEMENT, until the time and date specified on the cover sheet of this “Request for Qualifications”, and opened immediately thereafter by the Director or designee.

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

1. SUBMISSION OF QUALIFICATIONS STATEMENTS:

- a. Responses must be sealed in an envelope, and the outside of the envelope must be marked with the following information:
 1. Marked with the words “Request for Qualifications”
 2. Name of the firm submitting
 3. Title of the solicitation
 4. Solicitation number
 5. The envelope shall include:
 - i. One original hard copy of the qualifications submittal
 - ii. Six electronic CD ROM sets of the qualification submittal
 1. One single adobe PDF file and should be copied **in the same order as the original hard copy.**
 2. Limit the color and number of images to avoid unmanageable file sizes.
 3. Use a rewritable CD and **do not lock files.**
 4. If a cost/bid schedule was provided, the completed schedule should be included as a Microsoft Excel file on the CD-ROM.
- b. **SOLCITATIONS RECEIVED LATE:** It is the vendor’s responsibility to ensure the bid is received by the Division of Procurement Management prior to the opening date and time specified. Any bid received after the opening date and time will be promptly returned to the vendor unopened. Lee County will not be responsible for bids received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.
- c. **SOLICITATION CALCULATION ERRORS:** In the event there is a discrepancy between the total bid amount or the extended amounts and the unit prices bid, the unit prices will prevail and the corrected sum will be considered the bid price.
- d. **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.
- e. **WITHDRAWAL OF SOLICITATION:** No bid may be withdrawn for a period of 90 days after the scheduled time for receiving bids. A bid may be withdrawn prior to the bid-opening date and time. Such a request to withdraw must be made in writing to the Procurement Management Director, who will approve or disapprove of the request.

- f. **COUNTY RESERVES THE RIGHT:** The County reserves the right to exercise its discretion, to waive minor informalities in any bid; to reject any or all bids with or without cause; and/or to accept the bid that in its judgment will be in the best interest of the County of Lee.
- g. **EXECUTION OF SOLICITATION:** All bids shall contain the signature of an authorized representative of the vendor in the space provided on the quote proposal form. All bids shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the bid shall be initialed.
- h. **ADDITIONS/REVISIONS/DELETIONS:** Additions, revisions or deletions to the general conditions, specifications or quote price sheets that change the intent of the bid will cause the bid to be non-responsive and the bid will not be considered. The Procurement Director shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the bid.

2. **ACCEPTANCE**

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

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

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

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

4. **LEE COUNTY PAYMENT PROCEDURES**

All vendors are requested to mail an original invoice to:

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

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

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

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

5. **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.

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

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

7. **MISCELLANEOUS**

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

8. **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.

9. **AUTHORITY TO PIGGYBACK**

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

10. **COUNTY RESERVES THE RIGHT**

a) **Any Single Large Project**

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

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

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

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

c) **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.

11. **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.

12. **DRUG FREE WORKPLACE**

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

13. **REQUIRED SUBMITTALS**

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

14. **TERMINATION**

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

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

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

15. **CONFIDENTIALITY**

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

16. **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.

17. **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.

18. **CONFLICT OF INTEREST**

All firms are hereby placed on formal notice that per Section 3 of Lee County Ordinance No. 92-22:

The County is prohibited from soliciting a professional services firm to perform project design and/or construction services if the firm has or had been retained to perform the project feasibility or study analysis.

And:

A professional services firm who has performed or participated in the project feasibility planning, study analysis, development of a program for future implementation or drafting of solicitation documents directly related to this County project, as the primary contractor/consultant or a prominent member of the team, cannot be selected or retained, as the primary contractor/consultant or a named member of the contracting/consulting team, to perform project design, engineering, or construction services for subsequent phases or scopes of work for this project. Pursuant to FS. S. 287.057(17) the firm will be deemed to have a prohibited conflict of interest that creates an unfair competitive advantage.

Should your response be found in violation of the above stated provisions; the County will consider this previous involvement in the project to be a conflict of interest, which will be cause for immediate disqualification of the submittal from consideration for this project.

19. **PROTEST RIGHTS**

As a bidder/proposer in the formal solicitation process you have a right to protest an intended decision posted by the County as part of the solicitation process. “Decisions” are posted on the Lee County Procurement website and include, notices of bid award, notices reflecting an interim decision by an evaluation committee to short list the submittals, and recommendations of the committee to the Board for award of a contract. You are responsible to check for information regarding the solicitation on this website. The process and procedure applicable to pursuing a bid/proposal protest are found in the Lee County Procurement Code/Manual posted on the Lee County website. In order to preserve your right to protest, you must file a written *Notice of Intent to File a Protest* with the Lee County Procurement Management Director by close of business (5pm) on the 3rd day after the decision affecting your rights is posted on the Lee County website. The notice must clearly state the basis and reasons for the protest. The written Notice of Intent to File a Protest must be physically received by the Procurement Management Division within the required time frame; no additional time is granted for mailing. To secure your right to protest, you will also be required to post a Protest Bond and file a written Formal Protest document within 10 calendar days after the date the Notice of Intent to File a Protest is received by Procurement Management.

FAILURE TO FOLLOW THE BID/PROPOSAL PROTEST PROCEDURE REQUIREMENTS ESTABLISHED BY THE LEE COUNTY, FLORIDA, BOARD OF COUNTY COMMISSIONERS AS SET FORTH IN THE PROCUREMENT CODE/MANUAL CONSTITUTES A WAIVER OF YOUR RIGHT TO PROTEST AND TO PURSUE ANY RESULTING CLAIMS.

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

The undersigned acknowledges receipt of Addenda numbers: _____

ANTI-COLLUSION STATEMENT

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

FIRM NAME: _____

BY (Printed): _____

BY (Signature): _____

TITLE: _____

FEDERAL ID # OR S.S. # _____

ADDRESS: _____

PHONE NO.: _____

FAX NO.: _____

CELLULAR PHONE/PAGER NO.: _____

DUNS#: _____

LEE COUNTY LOCAL BUSINESS TAX ACCOUNT NUMBER: _____

E-MAIL ADDRESS: _____

DISADVANTAGED BUSINESS ENTERPRISE (DBE): _____ Yes _____ No

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS
FOR
REMOVAL OF DERELICT AND ABANDONED VESSELS IN LEE COUNTY**

SCOPE

Lee County Board of County Commissioners is requesting Qualification Statements from interested and qualified firms for the purpose of the removal of derelict and abandoned vessels in Lee County on an “as needed basis.

It is understood that this Statement of Qualifications will be used by the County as the basis to qualify Vendors for further consideration.

This RFQ is issued by the County to provide potential Firms with information, guidelines and rules to prepare and submit a Statement of Qualifications. The submittal must satisfy all criteria established in this RFQ to qualify for evaluation

Proposer is required to indicate whether the Firm and/or any proposed sub-consultants 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 are encouraged to respond.

QUALIFICATION AND SELECTION PROCESS

The County will receive Qualification Statements from potential Vendors in response to the Request for Qualifications included in this RFQ. Based on the objective criteria for each of the Response Requirements, Executive Summary, Experience, Financial, Personnel and Equipment and Other Project Criteria as may be determined by the Qualifications Review Committee to be applicable to the particular requirements of the project, the County will qualify Contractors for further consideration.

SELECTION PROCESS

The Qualifications Review Committee will short list the vendors, which in their opinion are most qualified for further consideration. After the Qualification and Short List Process, the County will then hear interviews/presentations. From those presentations, Lee County will select vendors with which to enter into an agreement to provide removal of derelict and abandoned vessels, which in the sole opinion of the County, would be in the best interest of Lee County.

QUALIFICATIONS

To qualify for consideration for selection as a qualified Vendor, a Vendor must meet certain designated minimum experience and qualifications. These minimum qualifications are outlined in the following sections. A Vendor must also demonstrate that he/she is financially qualified.

**SCOPE OF SERVICES
FOR
REMOVAL OF DERELICT AND ABANDONED VESSELS IN LEE COUNTY**

County will solicit informal sealed bids from pre-qualified Contractors for removal of Abandoned Vessel/Derelict Vessels on an “as-needed” basis.

A. Disposal/Removal

Bidders will refer to any attached Lee County Derelict and Abandoned Vessel reports/forms and/or Florida Fish and Wildlife Conservation Commission (FWC) Offense Incident Report(s) for specifics on the vessel(s) and location(s). Locations are best available information at the time bids are solicited, provided in decimal degree format. Contractor is responsible to verify vessel location prior to bidding. All existing pieces at and around the specified location of the abandoned vessel(s) (AV) or derelict vessel(s) (DV) must be removed. All debris associated with or related to the AV/DV(s) within a radius of 300’ from the main body of the vessel(s) must be removed concurrently.

Dredging to remove vessel(s) or parts thereof is not permitted unless specifically allowed by County prior to solicitation of bids.

Contractor will be directed by the County to remove AV/DV’s for disposal or for reefing as designated by the County in the bid solicitation.

1. Removal for Disposal

Contractor is responsible for transportation of AV/DV’s to the Lee County Solid Waste Transfer Station or the Lee/Hendry County Regional Landfill ONLY.

All landfill and or transfer station receipts **must** be submitted to the County with the invoice for payment as documentation of proper vessel disposal. Photo documentation in digital format of removal and disposal is required for each vessel. Landfill and/or transfer station receipts and photos must identify each AV shown/represented in photo and on receipt using Lee County AV case number.

All anchors found with vessel removed by Contractor shall be returned to Lee County Division of Natural Resources Marine Program at the conclusion of work.

2. Removal for Reefing

Contractor is responsible for the following actions as specified in the bid documents:

- Transportation of AV/DV’s to a site designated by the County. Vessel must be properly stabilized on site at the direction of the County.
- Preparation of vessel for reefing as directed by the County.
- Transportation of vessel offshore to reef drop site as designated by the County.
- Other actions as may be necessary for safe deployment to the reef site as specified in the bid documents.
- All anchors found with vessel removed by Contractor shall be returned to Lee County Division of Natural Resources Marine Program at the conclusion of work.

The Contractor is responsible for any damage to the environment, persons or property, which occurs as a result of their work related to the removal.

The condition of the AV/DV(s) at the time of removal is not warranted by the County in any way. It is the Contractor's responsibility to inspect the vessel(s) prior to bidding. The Contractor must promptly notify the County of any condition at the site(s) that differs substantially from those indicated or referred to in the Incident Report(s). The County will review the conditions and advise the Contractor of its recommendations prior submittal of bids or the Contractor proceeding further.

B. Inspections

The Contractor will make provisions to have the Project Manager or his designee present at the work site at all times during removal of the vessel(s). The County Project Manager will coordinate monitoring of removal and disposal activities between the Contractor and the County or the County's designee. The Contractor must give the County a minimum of seventy-two hours advance notice of its work schedule or any schedule changes that require the presence of the Project Manager. Failure to provide timely notice to the County may result in payment being withheld by the County.

C. Methods

The Contractor will use suitable modern equipment of size and type necessary for the satisfactory removal and disposal of the vessel(s). All work, including specialized equipment operation will be performed by competent employees, experienced and qualified to do the work specified. All work must be performed in accordance with the best commercial practices and without any unnecessary delays. Contractors must demonstrate that they have appropriate facilities, equipment, and trained personnel to properly remove and dispose of vessels without causing unnecessary risk to the environment, navigation, or adjacent property. Once a vessel has been moved from its initial location, disposal must not be delayed more than seven (7) days without prior County approval.

D. Bidding

All qualified bidders shall submit quotes that detail prices for each vessel on any bid requests from the County. Bids must include all labor, equipment, materials, disposal costs, etc. to complete the job.

Project completion time will be designated in bid documents.

E. Surety and Bond Requirements

Any job over \$200,000 will be required to be bonded in an amount of 100%, but we can release it completely once we have completed our final inspection and accepted the work.

TERM OF AWARD

If awarded, the terms of this solicitation shall be in effect for one year. The County reserves the right to renew this bid (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.

EVALUATION CRITERIA

The firms offering the best interview/presentation, in the opinion of the County, will be awarded a contract.

Executive Summary –

The Executive Summary shall not exceed two (2) pages. The Executive Summary shall include a brief description of your understanding of the role and key responsibilities of the Vendor in providing removal of Derelict/Abandoned Vessels in Lee County.

NOTE: The County will short list for interviews/presentations a minimum of four respondents' based on points total but reserves the right to qualify more firms.

Company Information –

- Firm Name
- Contact Person
- Telephone Number
- Fax Number
- E-Mail Address

CRITERIA 1: EXPERIENCE (Maximum Points: 20)

- A. Proposer shall have a minimum of three (3) years acceptable experience in vessel removal. Proposer shall describe experience, including tasks performed, and furnish at least five (5) project references with contacts, title, telephone numbers and mailing addresses.
- B. Provide two (2) Letters of Recommendation for related function.

CRITERIA 2: EQUIPMENT AVAILABLE (Maximum Points: 30)

The vendor shall show the capability to provide all the necessary resources, equipment and material for project support and execution.

CRITERIA 3: PERSONNEL (Maximum Points: 10)

- A. Organization – provide a brief company (firm, partnership, etc.) history, number of personnel, table of organization, scope of operations.
- B. Personnel – provide list all persons authorized to negotiate for your firm/individual, provide the names of all firm/individual officers or directors, provide the names and credentials of all persons who will be specifically committed to working for the Client.
- C. Provide the appointed name of person or persons to act as a primary contact for all Client members.

CRITERIA 4: STAGING AREA AVAILABILITY (Maximum Points: 30)

The vendor shall be able to describe and document control over shorefront property suitable for carrying out AV/DV removal operations.

CRITERIA 5: FINACIAL QUALIFICATIONS/INSURANCE (Maximum Points: 10)

The vendor shall provide insurance limits as outlined in this RFQ. Failure to provide the required insurance will automatically disqualify the vendor.

- A. Major Insurance Requirements with Maritime Remedies.
- B. List any litigation entered into either by or against your firm/individual (within the last two years), list any bankruptcy proceeding involving your firm/individual or any officer, director or major shareholder.

MAJOR BREAKDOWNS/NATURAL DISASTERS

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

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

DESIGNATED CONTACT

The awarded vendor shall appoint a person or persons to act as a primary contact for all County departments. 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.

VENDOR REQUIREMENTS

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.

The awarded vendor shall be capable of furnishing, upon request, all state and local licenses required for the specified work to be performed.

SUB-CONTRACTORS

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

AGREEMENTS/CONTRACTS

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

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

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

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 - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

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

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

\$1,000,000 combined single limit (CSL)
 \$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

d. Maritime Remedies – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence for General Maritime Laws, including but not limited to:

Maintenance & Cure;
 Unseaworthiness;
 Wrongful Death;
 Jones Act;

d. Maritime Remedies cont.

Death on the High Seas Act;
Longshore and Harbor Workers' Act;
Protection and Indemnity;

And or any other state workers' compensation law, or other federal occupational disease law that your employees might be exposed to.

**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.

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: _____ PROJECT NAME: _____

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

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

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

Company Name: _____

Signature Title Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____ 20____, by _____ who has produced _____ (Print or Type Name) _____ as identification. (Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

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

LEE COUNTY PROCUREMENT MANAGEMENT - BIDDERS CHECK LIST

IMPORTANT: Please check off each of the following items as the necessary action is completed:

- _____ 1. The Solicitation has been signed and with corporate seal (if applicable).
- _____ 2. The Solicitation prices offered have been reviewed (if applicable).
- _____ 3. The price extensions and totals have been checked (if applicable).
- _____ 4. Substantial and final completion days inserted (if applicable).
- _____ 5. The original (must be manually signed) and 1 hard copy original and others as specified of the Solicitation has been submitted.
- _____ 6. Two (2) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.
- _____ 7. All modifications have been acknowledged in the space provided.
- _____ 8. All addendums issued, if any, have been acknowledged in the space provided.
- _____ 9. Licenses (if applicable) have been inserted.
- _____ 10. Erasures or other changes made to the Solicitation document have been initialed by the person signing the Solicitation.
- _____ 11. Contractor's Qualification Questionnaire and Lee County Contractor History (if applicable).
- _____ 12. DBE Participation form completed and/or signed or good faith documentation.
- _____ 13. Bid Bond and/or certified Check, (if required) have been submitted with the Solicitation in amounts indicated.
- _____ 14. Any Delivery information required is included.
- _____ 15. Affidavit Certification Immigration Signed and Notarized
- _____ 16. Local Bidder Preference Affidavit (if applicable)
- _____ 17. The mailing envelope has been addressed to:
- Lee County Procurement Mgmt.
1825 Hendry St 3rd Floor
Ft. Myers, FL 33901
- _____ 18. The mailing envelope **MUST** be sealed and marked with:
Solicitation Number
Opening Date and/or Receiving Date
- _____ 19. The Solicitation will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise Solicitation cannot be considered or accepted.)

****This form is not required to be returned with your solicitation, but used as a tool when responding to the solicitation.**