

## AGREEMENT FOR PURCHASE AND SALE OF GOODS

**Bid/Proposal No.**                      **Collier Bid 12-5935**

**Clerk Tracking No.**                      13-00094

**Project Name**                              **Fleet Vehicles**

**THIS AGREEMENT FOR PURCHASE AND SALE OF GOODS (the "Agreement")** is made this 6<sup>th</sup> day of November, 2013, by and between **TAMIAMI FORD, INCORPORATED**, whose address is 1471 Airport Road; Naples, Florida ("Seller") and **THE CITY OF NAPLES**, a Florida municipal corporation, the address of which is 735 Eighth Street South, Naples, Florida 34102 ("Buyer"). In consideration of the mutual covenants and agreements hereinafter set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Buyer and Seller agree as follows:

1.     **Description of Goods; Sale and Delivery.** Seller shall sell, transfer, and deliver to Buyer the goods described on the Description/Proposal, **Collier Bid 12-5935** attached hereto and made a part of as **EXHIBIT A** subject to such terms as are set forth in the Description/Proposal and in this Agreement.
  
2.     **Acceptance; Purchase.** Buyer shall accept the goods and pay pricing per vehicle ordered at a rate indicated in **Exhibit A** for the goods in accordance with the terms of this Agreement.
  
3.     **Identification of Goods.** Identification of the goods shall not be deemed to have been made until both Buyer and Seller have agreed that the goods in question are to be appropriate to the performance of this Agreement.
  
4.     **Rate and Time of Payment.** Unless otherwise specified, Buyer shall make payment to Seller for the goods within 30 days after the goods are received by Buyer.
  
5.     **Receipt of Goods.** The goods shall be deemed received by Buyer when delivered to Buyer at City of Naples, Equipment Services 370 Riverside Circle Naples, Florida 34102. Delivery of the goods to Buyer shall occur on a business day and shall not occur after 3:15 p.m. on the delivery day.
  
6.     **Risk of Loss.** The risk of loss from any casualty to the goods, regardless of the cause, shall be on Seller up to the time of receipt of the goods by Buyer at the place of delivery, but only after any proper inspection has been completed without rejection of the goods. Thereafter, such risk shall be on Buyer, including any goods thereafter returned to Seller until their receipt by Seller.
  
7.     **Warranty Against Encumbrances.** Seller warrants that the goods are now free, and at the time of delivery shall be free, from any security interest or other lien or encumbrance.
  
8.     **Warranty of Title.** Seller warrants that at the time of signing this Agreement, Seller neither knows, nor has reason to know, of the existence of any outstanding title or claim of title hostile to the rights of Seller in the goods.

9. **Product Warranty.** Seller provides general warranties of fitness and general warranties that the goods are free from defects, for 1 year from acceptance of the goods, except as may otherwise be set forth in the Description/Proposal, or other attached warranty: Manufacturer's warranty will apply.

10. **Right of Inspection.** Buyer shall have the right to inspect the goods at the time and place of delivery, and within 5 business days after delivery, Buyer must give notice to Seller of any claim for damages on account of the condition, quality, or grade of the goods, and Buyer must specify in detail the basis of such claim. The failure of Buyer to comply with these conditions shall constitute irrevocable acceptance of the goods by Buyer.

11. **Procedure as to Rejected Goods.** On receipt of notification of rejection, Seller will immediately arrange to receive back the goods for shipment and return. However, within 5 days, Seller may have an agent inspect such goods for nonconformity; otherwise, such inspection will be made on return to Seller's storage facility. When such goods are confirmed or acquiesced in as nonconforming, Seller will ship conforming goods within 30 days of the notice of rejection unless Buyer earlier notifies Seller to forgo such shipment.

12. **Governing Law.** The parties acknowledge that the transaction that is the subject matter of this Agreement bears a reasonable relation to the State of Florida and agree that the law of the State of Florida will govern their rights and duties. The parties specifically intend that the provisions of Article 2 of the Florida Uniform Commercial Code will control as to all aspects of this Agreement and its interpretation, and that all the definitions contained therein will be applicable to this Agreement except where this Agreement may expressly provide otherwise.

13. **Bid Documents.** The terms and conditions of Collier County Bid 12-5935 attached hereto and made a part hereof shall be incorporated herein as a part of this Agreement.

14. **Notices and Address of Record.** All notices required or made pursuant to this Agreement to be given by Seller to Buyer shall be in writing and shall be delivered by overnight courier, by hand or by United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following:

To Buyer: City of Naples  
735 Eighth Street South  
Naples, Florida 34102-3796  
Attention: **A. William Moss**, City Manager

All notices required or made pursuant to this Agreement to be given by Buyer to Seller shall be made in writing and shall be delivered by overnight courier, by hand or by the United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following:

To Seller: Tamiami Ford Incorporated  
1471 Airport Road  
Naples, Florida 34104  
Attention: **Robert T. Zellers**, President  
FEI/EIN Number: 59-1480120

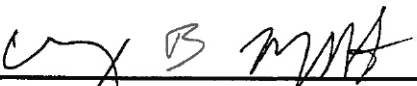
Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon and all of which shall together constitute one and the same instrument.

16. **Effective Date.** This Agreement shall take effect on the day of execution by the last party to execute this agreement and be valid through February 11, 2016 with the City's option under the Agreement for three (3) additional one-year (1) renewals.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first written above.

ATTEST:


  
\_\_\_\_\_  
WAYNE MITCHELL  
Printed Name

SELLER:  
Tamiami Ford Incorporated  
1471 Airport Road  
Naples, Florida 34104  
Attention: **Robert T. Zellers**, President  
FEI/EIN Number: 59-1480120

By:   
\_\_\_\_\_  
Authorized Representative

(Corporate Seal)


ATTEST:

By:   
\_\_\_\_\_  
Patricia L. Rambosk, City Clerk

BUYER  
City of Naples, Florida

By:   
\_\_\_\_\_  
A. William Moss, City Manager

Approved as to form and legal sufficiency:

By:   
\_\_\_\_\_  
Robert D. Pritt, City Attorney

Agreement for Purchase and Sale of Goods  
358322\_1 97853\_2

Revised 7/7/03



## INVITATION TO BID

**Date:** January 4, 2013  
**From:** Adam Northrup, Procurement Strategist  
(239) 252-6098 (Telephone)  
(239) 252-6302 (FAX)  
adamnorthrup@colliergov.net (Email)

**To:** Prospective Vendors

**Subject:** Solicitation: 12-5935 – Fleet Vehicles

As requested by the Department of Fleet Management, the Collier County Board of County Commissioners Purchasing Department has issued this ITB for the purpose of obtaining fair and competitive responses.

Please refer to the Public Notice included in this document for the opening date and time and any applicable pre-ITB conference.

All questions regarding this ITB must be submitted online on the Collier County Purchasing Department E-Procurement website: [www.colliergov.net/bid](http://www.colliergov.net/bid). All responses to questions will be posted on the website with electronic notification to all prospective vendors.

We look forward to your participation in Collier County's competitive procurement process.

cc: Dan Croft

**Note: All ITB responses should be submitted via the Collier County Purchasing Department e-procurement website: [www.colliergov.net/bid](http://www.colliergov.net/bid).**



---

Purchasing Department • 3327 Tamiami Trail East • Naples, Florida 34112-4901 • [www.colliergov.net/purchasing](http://www.colliergov.net/purchasing)



**Invitation to Bid**

**Index**

Public Notice ..... 3  
Exhibit I: Scope of Work, Specifications and Response Format ..... 4  
Exhibit II: General Bid Instructions ..... 8  
Exhibit III: Standard Purchase Order Terms and Conditions ..... 13  
Exhibit IV: Additional ITB Terms and Conditions ..... 16  
Attachment 1: Vendor Submittal - Vendor's Non-Response Statement ..... 22  
Attachment 2: Vendor's Check List ..... 23  
Attachment 3: Vendor Submittal - Bid Response Form ..... 24  
Attachment 4: Vendor Submittal – Local Vendor Preference Affidavit ..... 26  
Attachment 5: Vendor Submittal – Immigration Affidavit..... 27  
Attachment 6: Vendor Substitute W – 9..... 28  
Attachment 7: Vendor Submittal - Insurance and Bonding Requirements ..... 29

**Public Notice**

Sealed bid responses for **Solicitation 12-5935 – Fleet Vehicles**, will be received electronically only at [www.colliergov.net/bid](http://www.colliergov.net/bid) until 3:00p.m. Collier County local time on December 4th, 2012. Solicitation responses received after the stated time and date will not be accepted.

**Solicitation 12-5935 – Fleet Vehicles**

All questions regarding this ITB must be submitted online on the Collier County Purchasing Department E-Procurement website: [www.colliergov.net/bid](http://www.colliergov.net/bid). All responses to questions will be posted on the website with electronic notification to all prospective vendors.

All solicitation responses must be made on the official ITB response form included and only available for download from the Collier County Purchasing Department E-Procurement website noted herein. **ITB Documents obtained from sources other than Collier County Purchasing may not be accurate or current.**

Collier County encourages vendors to utilize recycled paper on all manual bid response submittals.

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

BOARD OF COUNTY COMMISSIONERS  
COLLIER COUNTY, FLORIDA

BY: /s/ Joanne Markiewicz  
Interim Purchasing/General Services Director

Publicly posted on the Collier County Purchasing Department website:  
[www.colliergov.net/purchasing](http://www.colliergov.net/purchasing) and in the lobby of the Purchasing Building on 11/14/2012.

## Exhibit I: Scope of Work, Specifications and Response Format

As requested by the Collier County Fleet Management Department (hereinafter, the "Division or Department"), the Collier County Board of County Commissioners Purchasing Department (hereinafter, "County") has issued this Invitation to Bid (hereinafter, "ITB") with the intent of obtaining bids from interested and qualified firms in accordance with the terms, conditions and specifications stated or attached. The terms Bidder, Dealer, Vendor, and Contractor are used interchangeably throughout these specifications as the same entity.

The Vendor, at a minimum, must achieve the requirements of the Scope of Work and Specifications stated herein.

### Brief Description of Purchase

The County seeks bids to facilitate purchases of new fleet vehicles for County operations. Vehicles covered under this bid are automobiles, vans, sport utility vehicles, cross-over vehicles, and light/medium-duty trucks up to 33,000 pounds GVWR. Purchases of 30-80 vehicles are expected annually, approximately \$1 million to \$2 million in spend, however the County makes no commitment to any minimum or maximum quantity. Although most light to medium-duty fleet vehicles will be purchased from this bid, the County reserves the right to purchase from other government bids and/or government association bids, and to competitively bid specialty vehicles such as ambulances when deemed in the best interests of the County.

### Background

A qualified bidder must be a Ford Motor Company manufacturer-authorized dealership with full maintenance, warranty, and parts capabilities. The successful bidder must provide warranty service on all Ford vehicles purchased by the County without regard to the source of purchase and must provide service facilities or service capabilities convenient to Collier County operations. Convenient is defined as service facilities located within ten miles of 2901 County Barn Road, Naples, Florida 34112 or provision of timely vehicle pick-up and delivery services or provision of on-site maintenance services for warranty requirements. At least one of these capabilities must be indicated on the bid proposal. To be considered a qualified bidder, a bidder **MUST** comply with one of the three warranty scenarios listed on the Bid Response Form.

Due to the make-up of the current County fleet, parts inventory, tools, diagnostics, and training considerations, the Board of County Commissioners has deemed Ford as the manufacturer of choice for small and medium-duty vehicles. Only Ford dealerships and products will be considered on this bid.

### Detailed Scope of Work

Bidders must complete the attached Contract Proposal form. The bid will be a percentage figure below total dealer invoice price, including model base price, factory installed options, and destination freight charges, less any National, State, or local factory fleet incentives, or any additional dealer incentives. All special additional equipment not factory installed, such as utility bodies, cranes, caution/emergency lights, bedliners, or other after-market additions shall be billed at dealer cost as shown on the subcontractor's invoice.

An example is shown below with a factory incentive of \$3,000.00, dealer discount of three percent, and utility body with a dealer cost of \$9,500.00:

\$30,000.00	Dealer Invoice including base price, factory options and freight
<u>- 3,000.00</u>	Less factory fleet incentives
\$27,000.00	(Dealer bid discount 0.03 X \$27,000.00=\$810.00)
<u>- 810.00</u>	Less dealer bid discount
\$26,190.00	
<u>+ 9,500.00</u>	Plus dealer cost for utility body
\$35,690.00	Purchase price for County

**Vehicle Purchases**

Purchases of individual vehicles or groups of like vehicles shall be made from an awarded dealer that meets vehicle specifications with the lowest net price after factory and dealer discounts. The County shall be the sole judge of accepting or denying any deviations from specifications. Vehicle bid prices shall include all charges including delivery, dealer preparation, fuel, pollution taxes/charges, and temporary registration fees.

Once a vehicle bid has been awarded, the County may purchase any number of vehicles with the same specifications, during the same model year, from the same vehicle bid of the awarded dealer. Vehicle bids not received during the time period designated by the County shall be considered as "no bids".

On occasions when the needs of the County are immediate or time critical, award may be made on the basis of availability rather than lowest cost.

**Vehicle Bid Procedures**

The Collier County Fleet Management Department shall provide dealers with vehicle specifications and designate a time period for bid response. Specifications shall be sent to all dealers on the same day using the same mode of transmission or transport. Bid responses shall be made in the format provided by Fleet Management along with a copy of a Vehicle Order Confirmation Report or other confirming documentation provided to the Dealer by Ford Motor Company showing dealer invoice prices and copies of any subcontractor bid proposals for any after-market additions. Subcontractor bid proposals shall be listed in detail by item.

The Fleet Management Department will review all bid responses for specification compliance and bid prices to determine the awarded dealer. Award results will be announced to all bidding dealers. A County purchase order shall be issued to the dealer as official authority to order the awarded vehicle(s).

**Delivery**

Bidders shall have 90 days to deliver normal production vehicles and 120 days to deliver vehicles with dealer options or additional equipment. If vehicles are not delivered within these time periods, the County shall have the option of canceling the purchase order and awarding the bid to the next lowest bidder or to the bidder with the quickest availability.

All vehicles shall be cleaned, serviced (including all normal dealer preparations), and delivered to Collier County Fleet Management at 2901 County Barn Road, Naples, Florida

34112. All after-market options shall be properly installed and operational per specifications at delivery. Vehicles shall be delivered with the window sticker attached to the window. Unless otherwise informed by Fleet Management, all vehicles will be titled to Collier County Board of County Commissioners, 3299 Tamiami Trail East, Suite 700, Naples, Florida 34112; FEID 59-6000558; Tax Exemption #85-8015966531C-1.

Vehicles shall be delivered with the following documents appropriately completed:

- a. Manufacturer's Certificate of Origin for a Vehicle
- b. Application for Certificate of Title with/without Registration
- c. Motor Vehicle Dealer Title Reassignment Supplement
- d. Temporary registration and tag
- e. Operator's Manual
- f. Warranty Certifications
- g. Original Invoice
- h. Weight certificate or affidavit showing total weight of delivered vehicle when a utility body or other significant component has been added to a truck cab and chassis.
- i. Secondary Manufacturer's Certificate of Origin as required when major body units or systems are added to an incomplete truck chassis.

**Award Criteria**

ITB award criteria is as follows:

- All questions on the Bid document shall be answered as to price(s), time requirements, and required document submissions.
- Award shall be based upon the responses to all questions on the Bid Response Page(s).
- Further consideration may include but not be limited to, references, completeness of bid response and past performances on other County bids/projects.
- Prices will be read in public exactly as input on the electronic bid response form or written on the manually submitted Bid Response Page(s) at the time of the bid opening; however, should an error in calculations occur whenever unit pricing and price extensions are requested, the unit price shall prevail. Mathematical miscalculations may be corrected by the County to reflect the proper response.
- The County's Purchasing Department reserves the right to clarify a vendor's proposal prior to the award of the solicitation.
- It is the intent of Collier County to award to the lowest, qualified and responsive vendor(s) in accordance with the following methodology:

Percentage figure below total dealer invoice price: \_\_\_\_\_ %

- Collier County reserves the right to select one, or more than one suppliers, however, it is the intent to select a single awardee.
- The contract will be in the form of a standard short form contract.

**Term of Contract**

The contract term, if an award(s) is/are made is intended to be for three (3) years, with three (3), one (1) year renewal options.

Prices shall remain firm for the initial term of this contract. Requests for consideration of a price adjustment must be made on the contract anniversary date, in writing, to the Purchasing Director. Price adjustments are dependent upon budget availability and program manager approval.

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

**Projected Timetable**

Event	Date
Issue Solicitation Notice	11/14/2012
Last Date for Receipt of Written Questions	11/21/2012, 3:00pm
Solicitation Deadline Date and Time	12/04/2012, 3pm
Anticipated Evaluation of Submittals	Week of December 10th
Anticipated Board of County Commissioner's Contract Approval Date	January 2013

**Vendor Required Documents**

- Attachment 1: Vendor's Non Response Statement
- Attachment 2: Vendor's Check List
- Attachment 3: Vendor Bid Response Form
- Attachment 4: Local Vendor Preference
- Attachment 4: Immigration Law Affidavit
- Attachment 5: Vendor Substitute W-9
- Attachment 6: Insurance and Bonding Requirement

## Exhibit II: General Bid Instructions

### 1. Purpose/Objective

As requested by the Collier County departments or divisions identified in Exhibit 1, the Collier County Board of County Commissioners Purchasing Department (hereinafter, the County) has issued this Invitation to Bid (hereinafter, the "ITB", or "Bid") with the sole purpose and intent of obtaining bid responses from interested and qualified firms in accordance with the terms, conditions, and specifications stated and/or attached herein/hereto. The successful vendor will hereinafter be referred to as the "Vendor"

**All bids must be submitted on the Bid form furnished by the County noted in Attachments 1, 2, 3, 4, and 5 of this ITB. No bid will be considered unless the Bid form is properly signed.** Vendor is responsible to read and follow the instructions very carefully, as any misinterpretation or failure to comply with these instructions could lead to the bid submitted as being rejected as non-responsive.

### 2. Pricing

Vendors must provide unit prices using the unit of measured specified by the County. All prices will remain firm for a period of one hundred and eighty (180) calendar days from date of bid opening. After award by the Board of County Commissioners, prices may only be adjusted as outlined in Exhibit I: Term of Contract.

### 3. Alternate Bid Pricing

In the event that alternate pricing is requested, it is an expressed requirement of the bid to provide pricing for all alternates as listed. The omission of a response or a no-bid or lack of a submitted price will be the basis for the rejection of the submitted bid response. All bids responses received without pricing for all alternates as listed will be considered technically non-responsive and will not be considered for award.

### 4. Equal Product

Due to the make-up of the current County fleet, parts inventory, tools, diagnostics, and training considerations, the Board of County Commissioners has deemed Ford as the manufacturer of choice for small and medium-duty vehicles. Only Ford dealerships and products will be considered on this bid.

### 5. Discounts

Any discounts or terms must be shown on the Bid form. Such discounts, if any, may be considered in the award of tie bids. In no instance should payment terms less than fifteen (15) calendar days be offered.

### 6. Exceptions

Vendors taking exception to any part or section of these specifications shall indicate such exceptions on a separate sheet entitled "EXCEPTIONS TO SPECIFICATIONS." Failure to indicate any exceptions to the specifications shall be interpreted as the Vendors intent to fully comply with the specifications as written. The County, at its sole discretion, shall determine if the

exceptions are material in nature, and if the Vendor's exceptions may be declared grounds for rejection of bid proposal.

#### 7. Addenda

The County reserves the right to formally amend and/or clarify the requirements of the bid specifications where it deems necessary. Any such addendum/clarification shall be in writing and shall be distributed electronically to all parties who received the original bid specifications prior to the deadline for submission of Bids. All changes to this ITB will be conveyed electronically through a notice of addendum or questions and answers to all vendors registered under the applicable commodity code(s) at the time when the original ITB was released, as well as those vendors who downloaded the ITB document. Additionally, all addendums are posted on the Collier County Purchasing Department E-Procurement website: [www.colliergov.net/bid](http://www.colliergov.net/bid). Before submitting a bid response, please make sure that you have read all, understood clearly and complied completely with any changes stated in the addenda as failure to do so may result in the rejection of your submittal.

#### 8. Bid Submission

All electronic bids shall be submitted online via the Collier County Purchasing Department e-procurement website: [www.colliergov.net/bid](http://www.colliergov.net/bid).

#### 9. Questions

If the vendor should be of the opinion that the meaning of any part of the Bid Document is doubtful, obscure or contains errors or omissions it should report such opinion to the Procurement Strategist before the bid opening date. Direct questions related to this ITB only to the Collier County Purchasing Department Internet website: [www.colliergov.net/bid](http://www.colliergov.net/bid). Questions will not be answered after the date noted on the ITB.

Vendors must clearly understand that the only official answer or position of the County will be the one stated on the Collier County Purchasing Department E-Procurement website. For general questions, please call the referenced Procurement Strategist identified in the Public Notice.

#### 10. Protests

Any actual or prospective respondent to an Invitation to Bid, who has a serious and legitimate issue with the ITB shall file a written protest with the Purchasing Director prior to the opening of the bid or the due date for acceptance of bid. All such protests must be filed with the Purchasing Director no later than 11:00 a.m. Collier County time on the advertised date for the opening of the bid or the acceptance date for the Request for Proposals.

#### 11. Rejection and Waiver

The County reserves the right to reject any and all bids, to waive defects in the form of bid, also to select the bid that best meets the requirements of the County.

Vendors whose bids, past performance or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements denoted may be rejected as non-responsive. Bids that do not meet all necessary requirements of this solicitation or fail to provide all required information, documents or materials may be rejected as non-responsive.

#### 12. Local Vendor Preference (LVP)



The County is using the Competitive Sealed Quotation methodology of source selection for this procurement, as authorized by Ordinance Number 87-25, and Collier County Resolution Number 2008-181 establishing and adopting the Collier County Purchasing Policy.

The Collier County Board of County Commissioners has adopted a Local Preference "Right to Match" policy to enhance the opportunities of local businesses to receive awards of Collier County purchases.

A "local business" is defined as a business that has a valid Business Tax Receipt, formerly known as an Occupational License issued by either Collier or Lee County for a minimum of one (1) year prior to a Collier County quote or proposal submission that authorizes the business to provide the commodities or services to be purchased, and a physical business address located within the limits of Collier or Lee Counties from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a vendor shall not be considered a "local business" unless it contributes to the economic development and well-being of either Collier or Lee County in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities, the support and increase to either Collier or Lee County's tax base, and residency of employees and principals of the business within Collier or Lee County. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their quote or proposal to be eligible for consideration as a "local business" under this section.

When a qualified and responsive non-local business submits the lowest price quote, and the quote submitted by one or more qualified and responsive local businesses is within ten percent (10%) of the price submitted by the non-local business, then the local business with the apparent lowest quote offer (i.e. the lowest local vendor) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive vendor. In such instances, staff shall first verify if the lowest non-local vendor and the lowest local vendor are in fact qualified and responsive vendors.

Next, the Purchasing Department shall determine if the lowest local vendor meets the requirements of Section 287.087 F.S.

If the lowest local vendor meets the requirements of 287.087, F.S., the Purchasing Department shall invite the lowest local vendor to submit a matching offer to the Purchasing Department which shall be submitted within five (5) business days thereafter. If the lowest local vendor submits an offer that fully matches the lowest quote from the lowest non-local vendor tendered previously, then award shall be made to the local vendor. If the lowest local vendor declines or is unable to match the lowest non local quote price(s), then award will be made to the lowest overall qualified and responsive vendor. If the lowest local vendor does not meet the requirement of Section 287.087 F.S. and the lowest non-local vendor does, award will be made to the vendor that meets the requirements of the referenced state law.

Vendor must complete and submit with its quote response the *Affidavit for Claiming Status as a Local Business* which is included as part of this solicitation.

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

A Vendor who misrepresents the Local Preference status of its firm in a quote submitted to the County will lose the privilege to claim Local Preference status for a period of up to one (1) year.

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

### 13. Immigration Affidavit Certification

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

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

Exceptions to the program:

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

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

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

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

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

### 14. Lobbying

All firms are hereby placed on NOTICE that the County Commission does not wish to be lobbied either individually or collectively about a project for which a firm has submitted a bid. Firms and their agents are not to contact members of the County Commission for such purposes as meetings of introduction, luncheons, dinners, etc. During the bidding process, from bid opening to final Board approval, no firm or its agent shall contact any other employee of Collier County with the exception of the Purchasing Department.

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

In order to be considered for award, firms submitting a response to this solicitation shall be required to provide a certificate of authority from the Florida Department of State Divisions of Corporations in accordance with the requirements of Florida Statute 607.1501 ([www.sunbiz.org/search.html](http://www.sunbiz.org/search.html)). A copy of the document shall be submitted with the solicitation response and the document number shall be identified. Firms who do not provide the certificate of authority at the time of response shall be required to provide same within five (5) days upon notification of selection for award. If the firm cannot provide the document within the referenced timeframe, the County reserves the right to award to another firm.

**16. General Information**

When it is deemed by the County that a bid cannot be awarded as originally intended, the County reserves the right to award this bid through an approach which is the best interest of the County.

Alternate bids will not be considered unless authorized by the ITB. In case of identical bids tying as low bid, the County shall ask vendors to submit certification that they have a drug-free workplace in accordance with Section 287.087 Florida Statutes. Should all vendors provide said certification; the County will give local vendor preference.

**17. Bid Award Process**

Award of contract will be made by the Board of County Commissioners in public session. Awards pertaining to the Collier County Airport Authority will generally be made by that agency's approval Board.

Award shall be made in a manner consistent with the County's Purchasing Policy. Award recommendations will be posted outside the offices of the Purchasing Department as well as on the Collier County Purchasing Department website on Wednesdays and Thursdays prior to the County Commission meetings.

Any actual or prospective respondent who desires to formally protest the recommended contract award must file a notice of intent to protest with the Purchasing Director within two (2) calendar days (excluding weekends and County holidays) of the date that the recommended award is posted. Upon filing of said notice, the protesting party will have five (5) days to file a formal protest and will be given instructions as to the form and content requirements of the formal protest. A copy of the "Protest Policy" is available at the office of the Purchasing Director.

**Exhibit III: Standard Purchase Order Terms and Conditions****1. Offer**

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

**2. Acceptance and Confirmation**

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

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

**3. Inspection**

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

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

**4. Shipping and Invoices**

a) All goods are FOB destination and must be suitably packed and prepared to secure the lowest transportation rates and to comply with all carrier regulations. Risk of loss of any goods sold hereunder shall transfer to the COUNTY at the time and place of

delivery; provided that risk of loss prior to actual receipt of the goods by the COUNTY nonetheless remain with VENDOR.

b) No charges will be paid by the COUNTY for packing, crating or cartage unless otherwise specifically stated in this Purchase Order. Unless otherwise provided in Purchase Order, no invoices shall be issued nor payments made prior to delivery. Unless freight and other charges are itemized, any discount will be taken on the full amount of invoice.

c) All shipments of goods scheduled on the same day via the same route must be consolidated. Each shipping container must be consecutively numbered and marked to show this Purchase Order number. The container and Purchase Order numbers must be indicated on bill of lading. Packing slips must show Purchase Order number and must be included on each package of less than container load (LCL) shipments and/or with each car load of equipment. The COUNTY reserves the right to refuse or return any shipment or equipment at VENDOR'S expense that is not marked with Purchase Order numbers. VENDOR agrees to declare to the carrier the value of any shipment made under this Purchase Order and the full invoice value of such shipment.

d) All invoices must contain the Purchase Order number and any other specific information as identified on the Purchase Order. Discounts of prompt payment will be computed from the date of receipt of goods or from date of receipt of invoices, whichever is later. Payment will be made upon receipt of a proper invoice and in compliance with Chapter 218, Fla. Stats., otherwise known as the "Local Government Prompt Payment Act," and, pursuant to the Board of County Commissioners Purchasing Policy.

**5. Time Is Of the Essence**

Time for delivery of goods or performance of services under this Purchase Order is of the essence. Failure of VENDOR to meet delivery schedules or deliver within a reasonable time, as interpreted by the COUNTY in its sole judgment, shall entitle the COUNTY to seek all remedies available to it at law or in equity. VENDOR agrees to reimburse the COUNTY for any expenses incurred in enforcing its rights.

VENDOR further agrees that undiscovered delivery of nonconforming goods and/or services is not a waiver of the COUNTY'S right to insist upon further compliance with all specifications.

#### 6. Changes

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

#### 7. Warranties

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

#### 8. Statutory Conformity

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

#### 9. Advertising

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

#### 10. Indemnification

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

#### 11. Warranty of Non-Infringement

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

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

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

#### 12. Insurance Requirements

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

#### 13. Compliance with Laws

In fulfilling the terms of this Purchase Order, VENDOR agrees that it will comply with all federal, state, and local laws, rules, codes, and ordinances that are applicable to the conduct of its business. By way of non-exhaustive example, this shall include the American with Disabilities Act and all prohibitions against discrimination on

the basis of race, religion, sex creed, national origin, handicap, marital status, or veterans' status. Further, VENDOR acknowledges and without exception or stipulation shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the County shall have the discretion to unilaterally terminate said agreement immediately. Any breach of this provision may be regarded by the COUNTY as a material and substantial breach of the contract arising from this Purchase Order.

#### 14. Force Majeure

Neither the COUNTY nor VENDOR shall be responsible for any delay or failure in performance resulting from any cause beyond their control, including, but without limitation to war, strikes, civil disturbances and acts of nature. When VENDOR has knowledge of any actual or potential force majeure or other conditions which will delay or threatens to delay timely performance of this Purchase Order, VENDOR shall immediately give notice thereof, including all relevant information with respects to what steps VENDOR is taking to complete delivery of the goods and/or services to the COUNTY.

#### 15. Assignment

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

#### 16. Taxes

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

#### 17. Annual Appropriations

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

#### 18. Termination

This Purchase Order may be terminated at any time by the COUNTY upon 30 days prior written notice to the VENDOR. This Purchase Order may be terminated immediately by the COUNTY for breach by VENDOR of the terms and

conditions of this Purchase Order, provided that COUNTY has provided VENDOR with notice of such breach and VENDOR has failed to cure within 10 days of receipt of such notice.

#### 19. General

- a) This Purchase Order shall be governed by the laws of the State of Florida. The venue for any action brought to specifically enforce any of the terms and conditions of this Purchase Order shall be the Twentieth Judicial Circuit in and for Collier County, Florida
- b) Failure of the COUNTY to act immediately in response to a breach of this Purchase Order by VENDOR shall not constitute a waiver of breach. Waiver of the COUNTY by any default by VENDOR hereunder shall not be deemed a waiver of any subsequent default by VENDOR.
- c) All notices under this Purchase Order shall be sent to the respective addresses on the face page by certified mail, return receipt requested, by overnight courier service, or by personal delivery and will be deemed effective upon receipt. Postage, delivery and other charges shall be paid by the sender. A party may change its address for notice by written notice complying with the requirements of this section.
- d) The Vendor agrees to reimbursement of any travel expenses that may be associated with this Purchase Order in accordance with Florida Statute Chapter 112.061, Per Diem and Travel Expenses for Public Officers, employees and authorized persons.
- e) In the event of any conflict between or among the terms of any Contract Documents related to this Purchase Order, the terms of the Contract Documents shall take precedence over the terms of the Purchase Order. To the extent any terms and /or conditions of this Purchase Order duplicate or overlap the Terms and Conditions of the Contract Documents, the provisions of the Terms and/or Conditions that are most favorable to the County and/or provide the greatest protection to the County shall govern.

**Exhibit IV: Additional ITB Terms and Conditions****1. Additional Items and/or Services**

During the contract term, Collier County reserves the right to add related items and/or services upon negotiation of a satisfactory price by the Project Manager and Vendor.

**2. Conflict of Interest**

Vendor shall provide a list of any businesses and/or organizations to which the firm has any affiliation or obligations within the past five (5) years; whether paid or donated, which could be construed by the County as a conflict of interest. Disclosure of any potential or actual conflict of interest is subject to County staff review and does not in and of itself disqualify a firm from consideration. These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

**3. Vendor Performance Evaluation**

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

**5. Use of Subcontractors**

Item intentionally removed.

**6. Deductions for Non-Performance**

The County reserves the right to deduct a portion of any invoice for goods not delivered, or services not performed in accordance with requirements, including required timeframe. The County may also deduct, or chargeback the Vendor the costs necessary to correct the deficiencies directly related to the Vendor's non-performance.

**7. Offer Extended to Other Governmental Entities**

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

**8. Environmental Health and Safety**

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

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

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



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

## 9. Standards of Conduct

The Vendor shall employ people to work on County projects who are neat, clean, well-groomed and courteous. Subject to the American with Disabilities Act, Vendor shall supply competent employees who are physically capable of performing their employment duties. The County may require the Vendor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on Collier County projects is not in the best interest of the County.

## 10. Licenses

The Vendor is required to possess the correct professional and other licenses, and any other authorizations necessary to perform the required work pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind. **Additionally, copies of all the required licenses must be submitted with the bid response indicating that the entity bidding, as well as the team assigned to the County account, is properly licensed to perform the activities or work included in the ITB documents. Failure on the part of any vendor to supply this documentation with their bid response may be grounds for deeming vendor non-responsive.** A Vendor with an office within Collier County is required to have an occupational license.

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

Questions regarding professional licenses should be directed to Contractor Licensing, Community Development and Environmental Services at (239) 252-2431, 252-2432 or 252-2909. Questions regarding required Business Tax Receipt (formerly known as Occupational Licenses) should be directed to the Tax Collector's Office at (239) 252-2477.

## 11. Protection of Property

The Vendor shall ensure that the service is performed in such manner as to not damage any property. In the event damage occurs to any property as a direct result of the Vendor or their Sub vendor in the performance of the required service, the Vendor shall repair/replace, to the County's satisfaction, damaged property at no additional cost to the County. If the damage caused by the Vendor or their Sub vendor has to be repaired/replaced by the County, the cost of such work will be deducted from the monies due the Vendor.

## 12. Prohibition of Gifts to County Employees

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



### 13. Invoice and Payments

Billing questions or concerns should be directed to the Collier County Fleet Management Director, phone (239) 252-2277.

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

- Purchase Order Number
- Description and quantities of the goods or services provided per instructions on the County's purchase order or contract.
- Delivery date
- Vehicle description
- Vehicle Identification Number (VIN)

Invoices shall be sent to:

Board of County Commissioners  
Clerk's Finance Department  
ATTN: Accounts Payable  
3299 Tamiami Trail E Ste 700  
Naples FL 34112  
Or, emailed to: [bccapclerk@collierclerk.com](mailto:bccapclerk@collierclerk.com).

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

Payment methods include:

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

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

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

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

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

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

#### **14. Survivability**

The Consultant/Contractor/Vendor agrees that any Work Order/Purchase Order that extends beyond the expiration date of Solicitation 12-5935 – Fleet Vehicles, resultant of this solicitation will survive and remain subject to the terms and conditions of that Agreement until the completion or termination of any Work Order/Purchase Order.

#### **15. Insurance Requirements**

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

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

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

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

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

Collier County Board of County Commissioners shall be named as the Certificate Holder. The "Certificate Holder" should read as follows:

Collier County  
Board of County Commissioners  
Naples, Florida

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in the Insurance and Bonding Requirements Attachment, with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If Vendor has any self-insured retentions or deductibles under any of the below listed minimum required coverage, Vendor must

identify on the Certificate of Insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Vendor's sole responsibility.

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

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

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

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

#### **15. Collier County Information Technology Requirements**

This section intentionally removed.

#### **16. Security and Background Checks**

This section intentionally removed.

#### **17. Maintenance of Traffic Policy**

This item intentionally removed.

#### **18. Debris**

Vendor shall be responsible for the removal and disposal of all debris from the site and the cleaning of the affected areas. Vendor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon the request of the County's representative, shall remove and dispose such debris and materials from the property. The Vendor shall leave all affected areas as they were prior to beginning work.

#### **19. Direct Material Purchase**

The County reserves the right to require Vendor to assign some or all of its agreements with material suppliers directly to the County. Any such goods and/or materials purchased by the County pursuant to such an assignment of a material supply agreement shall be referred to as "County Furnished Materials" and the responsibilities of both the County and the Vendor relating to said materials shall be governed by the terms and conditions of this solicitation.

Additionally, the County at its sole option may choose to purchase some or all of the goods and/or materials from other suppliers. In either instance the County may require the following information from the Vendor:

- Required quantities of material.
- Specifications relating to goods and/or materials required for job including brand and/or model number or type if applicable
- Pricing and availability of goods and/or materials provided under Vendor's agreements with material suppliers

## **20. Grant Compliance**

The purchase of any goods and/or services that are funded through Federal Grant Appropriations, the State of Florida, or any other public or private foundations shall be subject to the compliance and reporting requirements of the granting agency.

## **21. Equipment**

Vendor shall have available and in good working condition, the necessary equipment to perform the required service. Vendor shall supply a list of equipment and an hourly rate for each. Hourly rates will commence once equipment arrives at the service site.

In the event that additional specialized and/or heavy equipment (backhoe, crane, mudhog, etc.) is needed, the Project Manager must be notified in advance for approval. The reimbursement of additional equipment expense shall be at cost and will commence once equipment arrives at the service site. The County reserves the right to request and obtain documentation of the Vendor's cost, and to withhold payments until documentation is provided.

The scope of these specifications is to ensure the delivery of a complete unit ready for operation. Omission of any essential detail from these specifications does not relieve the Vendor from furnishing a complete unit.

All equipment must be new and of current manufacture in production at the time of ITB opening, and carry standard warranties. At the time of delivery, at least two (2) complete shop repair manuals and parts lists must be furnished with each type of equipment. Vendor must service all equipment prior to delivery and/or acceptance by the County.



**Attachment 1: Vendor Submittal - Vendor's Non-Response Statement**

The sole intent of the Collier County Purchasing Department is to issue solicitations that are clear, concise and openly competitive. Therefore, we are interested in ascertaining reasons why prospective Vendors did not wish to respond to this ITB. If your firm is not responding to this ITB, please indicate the reason(s) by checking any appropriate item(s) listed below and return this form via email or fax to the Procurement Strategist listed on the first page or mail to: Collier County Purchasing Department, 3327 Tamiami Trail East, Naples, Florida 34112.

**We are not responding to this ITB for the following reason(s):**

**Solicitation: 12-5935 – Fleet Vehicles**

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

---



---



---

- Other reason(s):

---



---



---

Firm's Complete Legal Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone Number \_\_\_\_\_

FAX Number \_\_\_\_\_

Signature / Title \_\_\_\_\_

Type Name of Signature \_\_\_\_\_ Date: \_\_\_\_\_



**Attachment 2: Vendor's Check List**

**IMPORTANT: THIS SHEET MUST BE SIGNED BY VENDOR. Please read carefully, sign in the spaces indicated and return with bid.**

Vendor should check off each of the following items as the necessary action is completed:

1. The Bid has been signed.
2. The Bid prices offered have been reviewed.
3. The price extensions and totals have been checked.
4. The payment terms have been indicated.
5. Any required drawings, descriptive literature, etc. have been included.
6. Any delivery information required is included.
7. If required, the amount of bid bond has been checked, and the bid bond or cashiers check has been included.
8. Addendum have been signed and included, if applicable.
9. Affidavit for Claiming Status as a Local Business, if applicable.
10. Immigration Affidavit and company's E-Verify profile page or memorandum of understanding.
11. Copies of licenses, equipment lists, subcontractors or any other information as noted in this ITB.
12. The mailing envelope must be addressed to:
  - Purchasing Director
  - Collier County Government
  - Purchasing Department
  - 3327 Tamiami Trail E
  - Naples FL 34112
 The mailing envelope must be sealed and marked with:
  - **Solicitation: 12-5935 – Fleet Vehicles**
  - **Opening Date: 12/04/2012**
13. The bid will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise bid cannot be considered.)

**ALL COURIER DELIVERED BIDS MUST HAVE THE BID NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET.**

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

\_\_\_\_\_  
Signature & Title

\_\_\_\_\_  
Date



**Attachment 3: Vendor Submittal - Bid Response Form**

FROM: \_\_\_\_\_

Board of County Commissioners  
Collier County Government Center  
Naples, Florida 34112

RE: **Solicitation: 12-5935 – Fleet Vehicles**

Dear Commissioners:

The undersigned, as Vendor, hereby declares that the specifications have been fully examined and the Vendor is fully informed in regard to all conditions pertaining to the work to be performed for as per the scope of work. The Vendor further declares that the only persons, company or parties interested in this Bid or the Contract to be entered into as principals are named herein; that this Bid is made without connection with any other person, company or companies submitting a Bid; and it is all respects fair and in good faith, without collusion or fraud.

The Vendor proposes and agrees if this Bid is accepted, to contract, either by a County issued purchase order or formal contract, to comply with the requirements in full in accordance with the terms, conditions and specifications denoted herein, according to the following unit prices:

Percentage figure below total dealer invoice price: \_\_\_\_\_ %

**Warranty Services will be provided:**

On-site at 2901 County Barn Rd, Naples FL 34112 \_\_\_\_\_

By vehicle pick-up and delivery at 2901 County Barn Rd, Naples FL 34112 \_\_\_\_\_

At a service facility within ten miles of 2901 County Barn Rd, Naples FL 34112 \_\_\_\_\_

Any discounts or terms must be shown on the Bid Response Form. Such discounts, if any, will be considered and computed in the tabulation of the bids. In no instance should terms for less than fifteen (15) days payment be offered.

Prompt Payment Terms: \_\_\_\_\_% \_\_\_\_\_ Days; Net \_\_\_ Days

Bid Response Form is electronic. Please input your prices online.

Bid Response is as follows:

**Note: If you choose to bid manually, please submit an ORIGINAL and ONE COPY of your bid response pages.** The undersigned do agree that should this Bid be accepted, to execute a formal contract, if required, and present the formal contract to the County Purchasing Director for approval within fifteen (15) days after being notified of an award.

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

Firm's Complete Legal Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Florida Certificate of Authority Document Number \_\_\_\_\_

Federal Tax Identification Number \_\_\_\_\_

Telephone Number \_\_\_\_\_

FAX Number \_\_\_\_\_

Signature / Title \_\_\_\_\_

Type Name of Signature \_\_\_\_\_

Date \_\_\_\_\_

\*\*\*\*\*

**Additional Contact Information**

**Send Payments To: (REQUIRED ONLY if different from above)**

Firm's Complete Legal Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Contact Name \_\_\_\_\_

Telephone Number \_\_\_\_\_

FAX Number \_\_\_\_\_

Email Address \_\_\_\_\_





**Attachment 4: Vendor Submittal – Local Vendor Preference Affidavit**

**Solicitation: 12-5935 – Fleet Vehicles (Check Appropriate Boxes Below)**  
**State of Florida (Select County if Vendor is described as a Local Business)**  
 Collier County  
 Lee County

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

A "local business" is defined as a business that has a valid occupational license issued by either Collier or Lee County for a minimum of one (1) year prior to a Collier County bid or proposal submission that authorizes the business to provide the commodities or services to be purchased, and a physical business address located within the limits of Collier or Lee Counties from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a vendor shall not be considered a "local business" unless it contributes to the economic development and well-being of either Collier or Lee County in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities, the support and increase to either Collier or Lee County's tax base, and residency of employees and principals of the business within Collier or Lee County. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid or proposal to be eligible for consideration as a "local business" under this section.

Vendor must complete the following information:

Year Business Established in  Collier County or  Lee County: \_\_\_\_\_

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

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

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

Vendor Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address in Collier or Lee County: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

STATE OF FLORIDA

COLLIER COUNTY       LEE COUNTY

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

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

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

(AFFIX OFFICIAL SEAL)

**Attachment 5: Vendor Submittal – Immigration Affidavit**

**Solicitation: 12-5935 – Fleet Vehicles**

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

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

Collier County may consider the employment by any vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by Collier County.

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

Company Name \_\_\_\_\_  
 Print Name \_\_\_\_\_ Title \_\_\_\_\_  
 Signature \_\_\_\_\_ Date \_\_\_\_\_

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

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

The foregoing instrument was signed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

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

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

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

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

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



**Attachment 6: Vendor Substitute W – 9  
Request for Taxpayer Identification Number and Certification**

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

**1. General Information (provide all information)**

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

**2. Company Status (check only one)**

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

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

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

**4. Sign and Date Form**

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

Signature _____	Date _____
Title _____	Phone Number _____



**Attachment 7: Vendor Submittal - Insurance and Bonding Requirements**

Insurance / Bond Type	Required Limits
1. <input checked="" type="checkbox"/> Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements
2. <input type="checkbox"/> Employer's Liability	\$ _____ single limit per occurrence
3. <input checked="" type="checkbox"/> Commercial General Liability (Occurrence Form) patterned after the current ISO form	Bodily Injury and Property Damage \$1,000,000 single limit per occurrence, \$2,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.
4. <input checked="" type="checkbox"/> Indemnification	To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the sole negligence of Collier County.
4. <input checked="" type="checkbox"/> Automobile Liability	\$ 1,000,000 Each Occurrence; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included
5. <input type="checkbox"/> Other insurance as noted:	<input type="checkbox"/> Watercraft \$ _____ Per Occurrence <input type="checkbox"/> United States Longshoreman's and Harborworker's Act coverage shall be maintained where applicable to the completion of the work. \$ _____ Per Occurrence <input type="checkbox"/> Maritime Coverage (Jones Act) shall be maintained where applicable to the completion of the work. \$ _____ Per Occurrence <input type="checkbox"/> Aircraft Liability coverage shall be carried in limits of not less than \$5,000,000 each occurrence if applicable to the completion of the Services under this Agreement. \$ _____ Per Occurrence <input type="checkbox"/> Pollution \$ _____ Per Occurrence <input type="checkbox"/> Professional Liability \$ _____ per claim and in the aggregate <ul style="list-style-type: none"> <li>• \$1,000,000 per claim and in the aggregate</li> <li>• \$2,000,000 per claim and in the aggregate</li> </ul>

- Project Professional Liability \$ \_\_\_\_\_ Per Occurrence
- Valuable Papers Insurance \$ \_\_\_\_\_ Per Occurrence

6.  Bid bond Shall be submitted with proposal response in the form of certified funds, cashiers' check or an irrevocable letter of credit, a cash bond posted with the County Clerk, or proposal bond in a sum equal to 5% of the cost proposal. All checks shall be made payable to the Collier County Board of County Commissioners on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.

7.  Performance and Payment Bonds For projects in excess of \$200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

- 8.  Vendor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Vendor shall provide County with certificates of insurance meeting the required insurance provisions.
- 9.  Collier County must be named as "ADDITIONAL INSURED" on the Insurance Certificate for Commercial General Liability where required.
- 10.  The Certificate Holder shall be named as Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR Collier County Government, OR Collier County. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Collier County.
- 11.  Thirty (30) Days Cancellation Notice required.

---

**Vendor's Insurance Statement**

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

Name of Firm \_\_\_\_\_ Date \_\_\_\_\_

Vendor Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Insurance Agency \_\_\_\_\_

Agent Name \_\_\_\_\_ Telephone Number \_\_\_\_\_