

GENERAL BID INSTRUCTIONS

1. DEFINITIONS

1.1 The term "Owner" used herein refers to the Board of County Commissioners, or its duly authorized representative.

1.2 The term "Project Manager" used herein refers to the Owner's duly authorized representative and shall mean the Division Administrator or Department Director, as applicable, acting directly or through duly authorized representatives.

1.3 The term "Design Professional" refers to the licensed professional engineer or architect who is in privity with the Owner for the purpose of designing and/or monitoring the construction of the project. At the Owner's discretion, any or all duties of the Design Professional referenced in the Contract Documents may be assumed at any time by the Project Manager on behalf of the Owner. Conversely, at the Owner's discretion the Project Manager may formally assign any of his/her duties specified in the Contract Documents to the Design Professional.

1.4 The term "Bidder" used herein means one who submits a bid directly to the Owner in response to this solicitation.

1.5 The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder who is awarded the contract by the Board of County Commissioners, on the basis of the Owner's evaluation.

1.6 The term "Bidding Documents" includes the Legal Advertisement, these Instructions to Bidders, the Bid Schedule, the Bid Forms, all Addenda issued, the Solicitation document, Purchase Order Terms and Conditions, and the Contract Documents as defined in the Agreement.

1.7 The term "Bid" shall mean a completed Bid Schedule, bound in the Bidding Documents, properly signed, providing the Owner a proposed cost for providing the services required in the Bidding Documents.

2. PREPARATION OF BIDS

The Bids must be submitted on the standard form herein furnished by the Owner as bound in these bidding documents. By submitting a Bid, Bidder acknowledges and agrees that it shall execute the Agreement in the form attached hereto and incorporated herein. The Bidder shall complete the Bid and shall sign the Bid correctly. The Bid may be rejected if it contains any omission, alteration of form, conditional bid or irregularities of any kind. Bids must be submitted on www.procurement.opengov.com.

3. BID DEPOSIT REQUIREMENTS

3.1 No Bid shall be considered or accepted unless at the time of Bid filing the same shall be accompanied by a cashier's check, a cash bond posted with the County Clerk, a certified check payable to Owner on some bank or trust company located in the State of Florida insured by the Federal Deposit Insurance Corporation, or Bid Bond, in an amount not less than 5% of **the bidder's maximum possible award (base bid plus all alternates)** (collectively referred to herein as the "Bid Deposit"). The Bid Deposit shall be retained by Owner as liquidated damages if the Successful Bidder fails to execute and deliver to Owner the unaltered Agreement, or fails to deliver the required Performance and Payment Bonds or Certificates of Insurance, all within ten (10) calendar days after receipt of the Notice of Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to Owner upon said bond. Bid Deposits of the three (3) lowest Bidders shall be held until the Agreement has been executed by the Successful Bidder and same has been delivered to Owner together with the required bonds and insurance, after which all three (3) Bid Deposits shall be returned to the respective Bidders. All other Bid Deposits shall be released within ten (10) working days of the Bid Opening. No Bid including alternates, shall be withdrawn within one hundred and eighty (180) days after the public opening thereof. If a Bid is not accepted within said time period it shall be deemed rejected and the Bid Deposit shall be returned to Bidder. In the event that the Owner awards the contract prior to the expiration of the one hundred eighty (180) day period without selecting any or all alternates, the Owner shall retain the right to subsequently

award to the Successful Bidder said alternates at a later time but no later than one hundred eighty (180) days from opening, unless otherwise agreed by the Procurement Director and the Successful Bidder.

3.2 The Successful Bidder shall execute two (2) copies of the Agreement in the form attached and deliver same to Owner within the time period noted above. The Owner shall execute all copies and return one fully executed copy of the Agreement to Successful Bidder within thirty (30) working days after receipt of the executed Agreement from Successful Bidder unless any governmental agency having funding control over the Project requires additional time, in which event the Owner shall have such additional time to execute the Agreement as may be reasonably necessary.

4. RIGHT TO REJECT BIDS

The Owner reserves the right to reject any and all Bids or to waive informalities and negotiate with the apparent lowest, qualified Bidder to such extent as may be necessary for budgetary reasons.

5. SIGNING OF BIDS

5.1 Bids submitted by a corporation must be executed in the corporate name by the president, a vice president, or duly authorized representative. The corporate address and state of incorporation must be shown below the signature.

5.2 Bids by a partnership must be executed in the partnership name and signed by a general partner whose title must appear under the signature and the official address of the partnership must be shown below said signature.

5.3 If Bidder is an individual, his or her signature shall be inscribed.

5.4 If signature is by an agent or other than an officer of corporation or general partner of partnership, a properly notarized power of attorney must be submitted with the Bid.

5.5 All Bids shall have names typed or printed below all signatures.

5.6 All Bids shall state the Bidder's contractor license number.

5.7 Failure to follow the provisions of this section shall be grounds for rejecting the Bid as irregular or unauthorized.

6. WITHDRAWAL OF BIDS

Any Bid may be withdrawn at any time prior to the hour fixed in the solicitation for the opening of Bids, provided that the withdrawal is requested in writing, properly executed by the Bidder and received by Owner prior to Bid Opening. The withdrawal of a Bid will not prejudice the right of a Bidder to file a new Bid prior to the time specified for Bid opening.

7. LATE BIDS

No Bid shall be accepted that fails to be submitted prior to the time specified in the solicitation.

8. INTERPRETATION OF CONTRACT DOCUMENTS

8.1 No interpretation of the meaning of the plans, specifications or other Bidding Documents shall be made to a Bidder orally. Any such oral or other interpretations or clarifications shall be without legal effect. All requests for interpretations or clarifications shall be in writing and addressed on the County's Online Bidding System to be given consideration. All such requests for interpretations or clarification must be received as directed in the Online Bidding System instructions and prior to the Bid opening date. Any and all such interpretations and supplemental instructions shall be in the form of written addendum which, if issued via the Online Bidding System at their respective email addresses furnished for such purposes no later than three (3) working days prior to the date fixed for the opening of Bids. Such written addenda shall be binding on Bidder and shall become a part of the Bidding Documents.

8.2 It shall be the responsibility of each Bidder to ascertain, prior to submitting its Bid, that it has received all addenda issued and it shall acknowledge same in its Bid.

8.3 Bidders will refer to the Legal Advertisement, to ascertain if attendance by all bidders at the Pre-Bid Conference is mandatory or non-mandatory. **In instances where the Owner has deemed the pre-bid to be mandatory, the Bidder's failure to attend the pre-bid conference shall result in the rejection of his bid.**

9. EXAMINATION OF SITE AND CONTRACT DOCUMENTS

9.1 By executing and submitting its Bid, each Bidder certifies that it has:

- a. Examined all Bidding Documents thoroughly;
- b. Visited the site to become familiar with local conditions that may in any manner affect performance of the Work;
- c. Become familiar with all federal, state and local laws, ordinances, rules, and regulations affecting performance of the Work; and
- d. Correlated all of its observations with the requirements of the Bidding documents.

No plea of ignorance of conditions or difficulties that may exist or conditions or difficulties that may be encountered in the execution of the Work pursuant to these Bidding Documents as a result of failure to make the necessary examinations and investigations shall be accepted as an excuse for any failure or omission on the part of the Successful Bidder, nor shall they be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

9.2 The Owner will make copies of surveys and reports performed in conjunction with this Project available to any Bidder requesting them at cost; provided, however, the Owner does not warrant or represent to any Bidder either the completeness or accuracy of any such surveys and reports. Before submitting its Bid, each Bidder shall, at its own expense, make such additional surveys and investigations as may be necessary to determine its Bid price for the performance of the Work within the terms of the Bidding Documents. This provision shall be subject to Section 2.3 of the General Conditions to the Agreement.

10. MATERIAL REQUIREMENTS

It is the intention of these Bidding Documents to identify standard materials. When space is provided on the Bid Schedule, Bidders shall specify the materials which they propose to use in the Project. The Owner may declare any Bid non-responsive or irregular if such materials are not specifically named by Bidder.

11. BID QUANTITIES

11.1 Quantities given in the Bid Schedule, while estimated from the best information available, are approximate only. Payment for unit price items shall be based on the actual number of units installed for the Work. Bids shall be compared on the basis of number of units stated in the Bid Schedule as set forth in the Bidding Documents. Said unit prices shall be multiplied by the bid quantities for the total Bid price. Any Bid not conforming to this requirement may be rejected. Special attention to all Bidders is called to this provision, because if conditions make it necessary or prudent to revise the unit quantities, the unit prices will be fixed for such increased or decreased quantities. Compensation for such additive or subtractive changes in the quantities shall be limited to the unit prices in the Bid.

11.2 **Alternate Bid Pricing:** In the event that alternate pricing is requested, it is an expressed requirement of the bid invitation to provide pricing for all alternates as listed. The omission of a response or a no-bid or lack of a submitted price may be the basis for the rejection of the submitted bid response.

12. AWARD OF CONTRACT

12.1 Any prospective bidder who desires to protest any aspect(s) or provision(s) of the bid invitation (including the form of the bid documents or bid procedures) shall file their protest with the Procurement Director prior to the time of the bid opening strictly in accordance with Owner's then current procurement ordinance and policies.

12.2 Statement of Award: The Award of Contract shall be issued to the lowest, responsive and responsible Bidder determined by the base bid, and any, or all, selected alternates, and the Owner's investigations of the Bidder. In determining the lowest, responsive and responsible bidder, the Owner shall consider the capability of the Bidder to perform the contract in a timely and responsible manner. When the contract is awarded by Owner, such award shall be evidenced by a written Notice of Award, signed by a Procurement professional of the Owner's Procurement Services Division or his or her designee and delivered to the intended awardee or mailed to awardee at the business address shown in the Bid.

Award recommendations will be posted on the Procurement Services Division Web Site. Award of Contract will be made by the Board of County Commissioners in public session. Any actual or prospective bidder who desires to formally protest the recommended contract award must file a notice of intent to protest with the Procurement Director within three (3) calendar days (excluding weekends and 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, said protest to strictly comply with Owner's then current procurement ordinance and policies. A copy of the procurement ordinance is available at: <http://www.colliergov.net/government/county-manager-operations/divisions/procurement-services/policies-and-procedures>.

12.3 For Bidders who may wish to receive copies of Bids after the Bid opening, The Owner reserves the right to recover all costs associated with the printing and distribution of such copies.

12.4 Certificate of Authority to Conduct Business in the State of Florida (FL Statute 607.1501)

In order to be considered for award, firms must be registered with the Florida Department of State Divisions of Corporations in accordance with the requirements of Florida Statute 607.1501 and provide a certificate of authority (www.sunbiz.org/search.html) prior to execution of a contract. A copy of the document may 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.

13. SALES TAX

The Successful Bidder acknowledges and agrees that Owner may utilize a sales tax savings program and the Successful Bidder agrees to fully comply, at no additional cost to Owner, with such sales tax savings program implemented by the Owner as set forth in the Agreement and in accordance with Owner's policies and procedures.

14. EXCLUSION OF COUNTY PERMITS IN BID PRICES

14.1 To ensure compliance with Section 218.80, F.S., otherwise known as "The Public Bid Disclosure Act", Collier County will pay the Contractor for all Collier County permits and fees applicable to the Project, including license fees, permit fees, impact fees or inspection fees applicable to this Work through an internal budget transfer(s). Hence, bidders shall not include these permit/fee amounts in their bid offer. However, the Successful Bidder shall retain the responsibility to initiate and complete all necessary and appropriate actions to obtain the required permits other than payment for the items identified in this section. Owner will not be obligated to pay for any permits obtained by Subcontractors.

14.2 The Successful Bidder shall be responsible for procuring and paying for all necessary permits not issued by Collier County pursuant to the prosecution of the work.

15. USE OF SUBCONTRACTORS

15.1 To ensure the Work contemplated by the Contract Documents is performed in a professional and timely manner, all Subcontractors performing any portion of the work on this Project shall be "qualified" as defined in Collier County Ordinance 2017-08, as amended, meaning a person or entity that has the capability in all respects to perform fully the Agreement requirements and has the integrity and reliability to assure good faith performance. A Subcontractor's disqualification from bidding by the Owner, or other public contracting entity within the past twelve months shall be considered by the Owner when determining whether the Subcontractors are "qualified."

15.2 The Owner may consider the past performance and capability of a Subcontractor when evaluating the ability, capacity and skill of the Bidder and its ability to perform the Agreement within the time required. Owner reserves the right to disqualify a Bidder who includes Subcontractors in its bid offer which are not “qualified” or who do not meet the legal requirements applicable to and necessitated by this Agreement.

15.3 The Owner may reject all bids proposing the use of any subcontractors who have been disqualified from submitting bids to the Owner, disqualified or de-certified for bidding purposes by any public contracting entity, or who has exhibited an inability to perform through any other means.

15.4 Notwithstanding anything in the Contract Documents to the contrary, the Bidder shall identify the subcontractor(s) it intends to use for the categories of work as set forth in the List of Subcontracts attached hereto, said list to be submitted with its bid. Bidders acknowledge and agree that the subcontractors identified on the list is not a complete list of the subcontractors to be used on the Project, but rather only the major subcontractors for each category of Work as established by Owner. Bidders further acknowledge that once there is an Award of Contract, the Successful Bidder shall identify, subject to Owner’s review and approval, all the subcontractors it intends to use on the Project. Once approved by Owner, no subcontractor shall be removed or replaced without Owner’s prior written approval.

16. LICENSES

16.1 The Contractor is required to possess the correct Business Tax Receipt, professional license, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind. Additionally, copies of the required licenses must be submitted with the proposal response indicating that the entity proposing, as well as the team assigned to the County account, is properly licensed to perform the activities or work included in the contract documents. Failure on the part of any Contractor to submit the required documentation may be grounds to **DEEM CONTRACTOR NON-RESPONSIVE**. A Contractor, with an office within Collier County is also required to have an occupational license.

16.2 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.

16.3 If you have questions regarding professional licenses contact the Contractor Licensing, Community Development and Environmental Services at (239) 252-2431, 252-2432 or 252-2909. Questions regarding required occupational licenses, please contact the Tax Collector’s Office at (239) 252-2477.

17. PROHIBITION OF GIFTS

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, Collier County Ethics Ordinance No. 2003-53, as amended, 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.

18. LOBBYING

All firms are hereby placed on NOTICE that the Board of County Commissioners does not wish to be lobbied, either individually or collectively about a project for which a firm has submitted a response. Firms and their agents are not to contact members of the County Commission for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, from solicitation closing to final Board approval, no firm or their agent shall contact any other employee of Collier County in reference to this solicitation, or the vendor’s response, with the exception of the Procurement Director or his designee(s). Failure to abide by this provision may serve as grounds for disqualification.