



CONSTRUCTION - GENERAL BID INSTRUCTIONS

1. PURPOSE/OBJECTIVE

As requested by the Collier County departments or divisions identified, the Collier County Board of County Commissioners Procurement Services Division (hereinafter, "the County") issued this Construction Invitation to Bid (hereinafter, "Construction ITB") with the intent of obtaining bids from interested and qualified Bidders/Contractors/Vendors in accordance with the terms, conditions and specifications stated or attached.

2. DEFINITIONS

2.1. The term "Owner" used herein refers to Collier County's Board of County Commissioners, or its duly authorized representative.

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

2.3. 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.

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

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

2.6. 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 awarded Agreement.

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



3. QUESTIONS

3.1. Direct questions related to this Construction ITB to the Collier County Procurement Services Division Online Bidding System website: <https://procurement.opengov.com/portal/collier-county-fl>.

3.2. Bidders must clearly understand that the only official answer or position of the County will be the one stated on the Collier County Procurement Services Division Online Bidding System website.

3.3. For general questions, please call the referenced Procurement Professional on the solicitation.

4. 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 awarded Agreement in the form attached and incorporated herein. The Bidder shall complete the Bid and shall acknowledge 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 electronically on the County's bidding platform (<https://procurement.opengov.com/portal/collier-county-fl>). The County will not accept paper bids submitted via mail or in person delivery.

Bidders must be in strict compliance with the Construction ITB. Failure to comply with all provisions of the Construction ITB may result in being deemed non-responsive/responsible.

5. BID DEPOSIT REQUIREMENTS

5.1. No Bid shall be considered or accepted unless at the time of Bid filing the same shall be accompanied by a Bid Bond, in an amount not less than 5% of the bidder's maximum possible award (base bid plus all added alternates and allowances) (collectively referred to herein as the "Bid Deposit").

5.2. The Bid Deposit shall be retained by the Owner as liquidated damages if the Successful Bidder fails to execute and deliver to the Owner the unaltered awarded Agreement or fails to deliver the required Performance and Payment Bonds or Certificates of Insurance, as required by the Owner. 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. 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.

Pursuant to Florida Statute Section 255.20. Local bids and contracts for public construction works, notwithstanding any other law, a governmental entity seeking to construct or improve bridges, roads, streets, highways, or railroads, and services incidental services thereto, at a cost in excess of \$250,000 may require that persons interested in performing work under contract first be certified or qualified to perform such work. A Bidder may be considered ineligible to bid if the Bidder is behind by 10% or more on completing an approved progress schedule for the governmental entity at the time of advertising the work.

6. AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE CONSTRUCTION ITB

It is the sole responsibility of the Bidder if they discover any ambiguity, conflict, discrepancy, omission or other error in the Construction ITB, to immediately notify the Procurement Professional, of such error in writing and request modification or clarification of the document prior to submitting the Bid submittal and bid opening date.

7. ADDENDA

7.1. The County reserves the right to formally amend and/or clarify the solicitation where it deems necessary. Any such addendum/clarification shall be in writing and notifications shall be distributed electronically to all parties who received the original solicitation specifications prior to the deadline for submission of Bids.

7.2. All changes to the Construction ITB will be conveyed electronically through a notice of addendum or questions and answers to all Bidders registered under the applicable commodity code(s) at the time when the original Construction ITB was released, as well as those Bidders who downloaded the Construction ITB documents.

7.3. All addenda are posted on the Collier County Procurement Services Division Online Bidding System website: <https://procurement.opengov.com/portal/collier-county-fl>.

7.4. Before submitting a bid submittal, please make sure that you have read all documents provided, understood clearly and complied completely with any changes stated in the addenda, as failure to do so may result in deeming your submittal non-responsive/responsible.

8. SIGNING OF BIDS

8.1. 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.



8.2. 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.

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

8.4. If the 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.

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

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

8.7. Failure to follow the provisions of this section may be grounds for deeming the bid non-responsive/responsible.

9. 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.

10. LATE BIDS

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

11. INTERPRETATION OF CONTRACT DOCUMENTS

11.1. 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 a written addendum which, if issued via the Online Bidding System at their respective email addresses, is 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.

11.2. 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 the same in its Bid.

11.3. Bidders will refer to the advertised solicitation, to ascertain whether attendance by all Bidders at the Pre-Bid Conference is mandatory or non-mandatory. In instances where the Owner has deemed the Pre-Bid Conference to be mandatory, the Bidder's failure to attend the Pre-Bid Conference shall result in the rejection of the bid.

12. EXAMINATION OF SITE AND CONTRACT DOCUMENTS

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

12.1.1. Examined all Bidding Documents thoroughly.

12.1.2. Visited the site to become familiar with local conditions that may in any manner affect the performance of the Work.

12.1.3. Become familiar with all federal, state and local laws, ordinances, rules, and regulations affecting performance of the Work.

12.1.4. Correlated all of its observations with the requirements of the Bidding documents.

12.2. 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.

12.3. 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 Exhibit H, Section 2.3 of the General Terms and Conditions to the Agreement.

13. 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 deem any Bid non-responsive if such materials are not specifically named by Bidder.

14. BID PRICING AND QUANTITIES

14.1. The Bid Schedule must be fully completed, and pricing must be included for each line-item. The omission of a submitted price may be the basis for the rejection and deeming the Bidder non-responsive.

14.2. 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.

14.3. 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 the 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.

15. AWARD OF CONTRACT

15.1. 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.

15.2. 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. 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 a decision is made to award a contract a Notice of Recommend Award will be posted on the County's bidding platform (<https://procurement.opengov.com/portal/collier-county-fl>).

15.3. The award of contract will be made by the Board of County Commissioners in a 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) business days (excluding weekends and holidays) of the date that the recommended award is posted. Upon filing the notice, the protesting party will have five (5) business 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>.

15.4. 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 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.

15.5. The Successful Bidder agrees to provide payment and performance bonds at least 100 percent of the contract amount, including allowance.

15.6. All required bonds shall be from a surety company authorized to do business in the State of Florida to guarantee the full and faithful performance of the contractual obligations and the payment of labor and material expended pursuant to the contract whenever and in such amounts as is deemed necessary by the Procurement Services Division. The surety shall meet the requirements of the Department of the Treasury Fiscal Service, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsurance Companies." An irrevocable letter of credit from a financial institution operating within the State of Florida (or other alternative forms of surety as permitted under Florida law) may be sufficient in place of the performance bond if so provided for in the bid and contract documents.

15.7. The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Agreement, the specifications accompanying the Agreement, or to the work to be performed under the Agreement shall in any way affect its obligation on this bond, except as provided herein, and waive notice of any change, extension of time, alteration or addition to the terms of the Agreement or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Agreement that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to the Surety is not required for such increased obligation.

16. IMMIGRATION CERTIFICATION

16.1. 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.

16.2. Bidders are required to be enrolled in the E-Verify program at the time of submission of the Bid submittal. Acceptable evidence of enrollment 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 which will be produced at the time of the submission.



16.3. Additionally, Bidders shall require all subcontracted Bidders to use the E-Verify system. All Bidders shall familiarize themselves with the statutory requirements set forth in the Florida Statutes §448.095 pertaining to the responsibilities of Public Employers, Contractors and Subcontractors.

16.4. 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 Bidder's responsibility to familiarize themselves with all rules and regulations governing this program.

16.5. Bidder 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 certification . Failure by the awarded firm(s) to comply with the laws referenced herein or the provisions of this certification shall constitute a breach of the award agreement and the County shall have the discretion to unilaterally terminate said agreement immediately.

17. CERTIFICATE OF AUTHORITY TO CONDUCT BUSINESS IN THE STATE OF FLORIDA (FL STATUTE 607.1501)

17.1. Certificate of Authority to Conduct Business in the State of Florida (FL Statute 607.1501): In order to be considered for award, Bidders must be registered with the Florida Department of State Divisions of Corporations in accordance with the requirements of Section 607.1501, Florida Statutes, 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. Bidders who do not provide the certificate of authority at the time of response shall be required to provide the same within five (5) days upon notification of selection for the award. If the Bidders cannot provide the document within the referenced timeframe, the County reserves the right to award to another Bidder.

18. INSURANCE REQUIREMENTS

18.1. Bidder 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 the Insurance and Bonding attachment of the Construction ITB and awarded Agreement. The Bidder shall be required to provide the Certificate of Insurance(s) with the limits set forth in the Construction ITB. If the Bidder cannot provide the document within the referenced timeframe, the County reserves the right to award to another Bidder. The Bidder shall procure and maintain property insurance upon the entire term of the awarded contract, if required, to the full insurable value of the scope of work.

18.2. The County and the Bidder waive against each other and the County's separate Bidders, 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 Bidder and County shall, where appropriate, require similar waivers of subrogation from the County's separate Bidders, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts.

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

19. SALES TAX

The Successful Bidder acknowledges and agrees that the 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 awarded Agreement and in accordance with Owner's policies and procedures.

20. EXCLUSION OF COUNTY PERMITS IN BID PRICES

20.1. To ensure compliance with Section 218.80, Florida Statutes, otherwise known as "The Public Bid Disclosure Act", Collier County will pay the Bidder 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). Bidders shall not include these permit/fee amounts in the 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. The Owner will not be obligated to pay for any permits obtained by subcontractors.

20.2. 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.

21. USE OF SUBCONTRACTORS

21.1. 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 Procurement Ordinance meaning a person or entity that has the capability in all respects to perform fully the awarded 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 (12) months shall be considered by the Owner when determining whether the subcontractors are "qualified."

21.2. 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 awarded 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 the awarded Agreement.

21.3. 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.

21.4. 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 Subcontractors 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 subcontractors shall be removed or replaced without Owner’s prior written approval.

22. LICENSES

22.1. Bidders are 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 Bid indicating that the Bidder 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 Bidder to submit the required documentation may be grounds to deem bidder non-responsive. A Bidder, with an office within Collier County, is also required to have an occupational license.

22.2. All State Certified Bidders 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.

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

23. 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.

24. CONFLICT OF INTEREST

The Bidder shall complete the Conflict of Interest Certification included as an attachment to this Construction ITB document. Disclosure of any potential or actual conflict of interest is subject to County staff review and does not in and of itself disqualify a Bidder from consideration. These disclosures are intended to identify and/or preclude conflict of interest situations during contract selection and execution.

25. PROHIBITION OF COLLUSION

25.1. Bidders are hereby notified that collusion or anti-competitive practices among Bidders are strictly prohibited and will not be tolerated. Any agreement or cooperation between Bidders to manipulate pricing, restrict competition, or otherwise undermine the integrity of the procurement process may result in:

25.1.1. Disqualification of all involved Bidders.

25.1.2. Rejection of submitted Bids.

25.1.3. Referral to appropriate legal authorities for investigation and prosecution under applicable state and federal laws.

25.2. Each Bidder must independently prepare and submit its bid without any consultation, communication, or agreement with any other Bidder regarding prices, terms, or conditions of the offer, or with the intention of restricting competition.

25.3. All Bidders have an affirmative duty to reveal if it/they have any professional or personal relationship with any other Bidders that provide a Bid on a solicitation and that the duty to reveal such a relationship continues to run throughout the period of solicitation all the way up through the recommended award and ultimate award of the solicitation.

25.4. By submitting a Bid, the Bidder certifies that the Bid submittal is made without collusion, fraud, or any connection with any other Bidder submitting a Bid for the same work, and that the

Bidder has not offered or received any inducement or advantage in connection with their Bid. The Bidder does declare that the only person or persons interested in the Bid as principal or principals is/are named therein and that no person other than therein mentioned has any interest in the Bid or in the contract to be entered into; that Bid is made without connection with any person, company or parties making a Bid, and that it is in all respects fair and in good faith without collusion or fraud.

25.5. Failure to comply with this provision may result in disbarment from future contracting opportunities with Collier County.

26. ETHICAL STANDARDS

26.1. All Bidders must comply with Procurement Ordinance, Section Seven, Ethical Standards, including the following:

26.1.1. No bidder shall discuss or consult with other bidders intending to compete for the same or similar contract for the purpose of bid rigging, collusion or other activities that are illegal, unethical or limiting competition.

26.1.2. Bidders must certify that, to the best of their knowledge or belief, no elected/appointed official or employee of Collier County, a spouse thereof or other person residing in the same household, is financially interested, directly or indirectly, in providing the goods or services specified in any submitted bid. Financial interest is defined as ownership of more than one percent (1%) of the total assets or capital stock or being an officer, director, manager, partner, proprietor, or agent of the business submitting the bid or of any subcontractor or supplier thereof providing goods or services in excess of one percent (1%) of the total bid amount. Additionally, the bidder, on company letterhead, must divulge at the time of the submittal of a bid, any relative, other than those already specified, of an elected or appointed official or employee of the County who has a financial interest in providing the goods or services specified in the bid. The County, at its sole discretion, will determine whether a conflict exists and whether to accept or reject the bid.

26.1.3. No bidder shall submit false information or intentionally submit misleading information to Collier County. After the advertisement of any solicitation, a “cone of silence” is in effect such that no current or prospective bidder or any person acting on their behalf, shall lobby, contact, communicate with or discuss any matter relating to the solicitation with any Collier County employee, selection committee member, advisory board member, or elected or appointed official, other than the Procurement Services Division Director or designees.

26.1.4. Lobby shall mean influencing or attempting to influence action or non-action and attempting to obtain the goodwill of persons relating to the selection, ranking, or contract award in connection with any solicitation through direct or indirect oral or written

communication. Any current or prospective bidder that lobbies any Collier County employee or elected or appointed official while a solicitation is open or being recommended for award (i) may be deemed ineligible for award of that solicitation by the Procurement Services Division Director, and (ii) will be subject to Debarment Suspension as outlined in Section Twenty-Six of the Procurement Ordinance.

26.1.5. If a bidder becomes aware of a conflict of interest, unethical behavior, or illegal activity, they must promptly notify the Procurement Services Division. Failure to comply with this section shall be deemed a violation of ethical standards, subject to administrative actions and may be subject to civil, and/or criminal penalties for ethical violations.

26.1.6. Bidders who violate the ethics standards described above and in the Procurement Ordinance shall be subject to debarment and suspension as provided in Section Twenty-Six of the Procurement Ordinance.

26.1.7. Bidders doing business with Collier County shall comply with the provisions of Sections 287.133, 287.135, 287.138, 448.095, and 908.111, Fla. Stat.

27. RIGHT TO REJECT BIDS

Applicable to Non-Granted Funded Projects: The Procurement Services Division Director or designee shall have the authority to reject any and all responses and cancel any solicitation, including recommendation of awards, at any time through the approval of the contract by the Board.

Applicable to LAP and Grant Funded Projects: The Owner reserves the right to reject any and all Bids or to waive informalities.

28. RESERVED RIGHTS.

The Procurement Services Division Director or designee may, after opening, request additional information or clarification by the Bidder.

The Procurement Services Division Director or designee may waive or accept minor irregularities and technicalities, request additional information or clarifications in a response and allow correction thereof when such actions are deemed to be in the best interest of the County and do not conflict with the basic principles of fair and open competition.

Certification: The Bidder hereby agrees to comply with the instructions above, including the Procurement Ordinance and Procurement Manual, by submission of a bid.