

## **SPECIAL CONDITIONS**

These are conditions that are in relation to this solicitation only and have not been included in the County's standard Terms and Conditions or the Scope of Work.

### **1. TERM**

- 1.1. From the Notice to Proceed: **490** calendar days to substantial completion, **60** calendar days from substantial completion to final completion (total days **550**).

### **2. LIQUIDATED DAMAGES (CONSTRUCTION)**

- 2.1. In accordance with the terms set forth in the Agreement, for each consecutive calendar day of delay in achieving Substantial Completion as set forth herein, the CONTRACTOR shall be liable to the COUNTY for liquidated damages in the amount of **\$2,500.00** per calendar day.

### **3. BASIS OF AWARD**

- 3.1. The basis of award shall be determined by the lowest **Project Total** of the most responsive, responsible, and qualified CONTRACTOR meeting all bid specifications.
- 3.2. CONTRACTOR must bid all line items as listed within the Line Items tab in IonWave. Failure to bid all line items may deem CONTRACTOR as non-responsive.
- 3.3. The COUNTY reserves the right to reject any bids or portion of the bid with just cause, which shall include, but not be limited to, an "unbalanced bid," to the detriment of the COUNTY. An "unbalanced bid" shall include excessive unit pricing, other unfair pricing for materials or labor, or a disproportionate allocation of cost to the COUNTY for the actual construction performed.

### **4. LOCAL PREFERENCE**

- 4.1. The Lee County Local Vendor Preference shall be included as part of the award process for this project. As such, Lee County at its sole discretion may choose to award a preference to any qualified Local VENDOR.

### **5. SUBSTITUTION(S) / APPROVED ALTERNATE(S)**

- 5.1. Reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If a bidder wishes to make a substitution in the specifications, the bidder shall furnish to the County, no later than ten (10) business days prior to the bid opening date, the name of the manufacturer, the model number, and other identifying data and information necessary to aid the County in evaluating the substitution. Such information is submitted through the Procurement Management Division. Any such substitution shall be subject to County approval through the issuance of a written addendum by the County's Procurement Management Division. Substitutions shall be approved only if determined by the County to be an Approved Alternate to the prescribed specifications.

### **6. CONDUCT**

- 6.1. CONTRACTOR agrees that all of its officers, employees and representatives shall conduct themselves in a professional manner and shall communicate with COUNTY employees and members of the public in a civil manner whenever conducting COUNTY business. All aspects of CONTRACTOR's performance, including

complaints received from the public, may impact the COUNTY's decision to terminate this Agreement in accordance with the provision contained here. CONTRACTOR shall remove or suspend, or further investigate, their employees for any act of violence, sexual harassment, substance abuse, or act of bigotry/prejudice.

## **7. BONDING REQUIREMENTS**

- 7.1. For any Project Total that is equal to or exceeds \$200,000.00, CONTRACTOR shall provide a Bid Bond at time of submission following the requirement. Additionally, following award, CONTRACTOR will be required to provide a Performance & Payment Bond to the COUNTY for 100% of the Project Total. Fees/costs associated with procuring any bonding shall be at the sole expense of the CONTRACTOR and such shall be covered by the Project Total provided by CONTRACTOR for this project.
- 7.2. Threshold for Bid Bond Requirement: A bid bond *is required* for any project with a total equal to or exceeding \$200,000.00. Each Bidder shall submit not less than five percent (5%) of the proposed dollar amount (including applicable alternates) as Bid Bond/Security.
  - 7.2.1. Electronic Submissions (via IONWAVE):
    - 7.2.1.1. The original bid bond is *not* required at the time of submission.
    - 7.2.1.2. Instead, CONTRACTORS must upload a scanned copy of the original bid bond with their electronic bid submission.
  - 7.2.2. Hand-delivered Paper Submissions:
    - 7.2.2.1. The original bid bond *is required* to be physically included with the paper submission.
  - 7.2.3. Performance & Payment Bond (Post-Award):
    - 7.2.3.1. The CONTRACTOR must provide a Performance and Payment Bond for 100% of the Project Total.
    - 7.2.2.2. All bonding costs are the sole responsibility of the CONTRACTOR and must be included in the total project bid.

## **8. NON-DISCLOSURE AGREEMENT**

- 8.1. To obtain a copy of the associated project building plans, blueprints, etc. Vendor(s) must complete the Lee County Non-Disclosure Agreement for Exempt Documents, included within the attachments tab in IonWave, and submit the Agreement via email to the Procurement Analyst listed on the Event Details Tab. Once the Agreement has been completed, signed, submitted, and verified by Lee County, the requested documents will be released to the Vendor.

**End of Special Conditions Section**