

RESOLUTION NUMBER 24-291

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING THE PURCHASE OF THREE VEHICLES FROM SAM GALLOWAY FORD, INC. AND AUTHORIZING THE TOWN MANAGER TO EXECUTE PURCHASE ORDERS FOR THESE THREE VEHICLES FOR A NOT-TO-EXCEED AMOUNT OF \$176,957; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal service, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Article X of the Town Charter of the Town of Fort Myers Beach (“Town”) empowers the Town to adopt, amend, or repeal such ordinances and resolutions as may be required for the proper governing of the Town; and

WHEREAS, the Town wishes to purchase two 2025 Ford E-Series Cutaway trucks for a total not-to-exceed amount of \$132,929 and one Ford F150 4X4 Supercrew XL-145 for a not-to-exceed amount of \$44,028; and

WHEREAS, Section 2-480(f) of the TOWN OF FORT MYERS BEACH Code of Ordinances provides that when it is in the best interest of the TOWN OF FORT MYERS BEACH, the TOWN OF FORT MYERS BEACH may cooperatively purchase from any other government agency, which has competitively bid and awarded any contract for any product or service at the awarded price, if the original bid specifications and award allow it and if the other governmental agency’s procurement complies with the TOWN OF FORT MYERS BEACH’s competitive bid policy; and

WHEREAS, Lee County, Florida issued solicitation #B200417BAG for Ford Automobiles, Sport Utility Vehicles, Passenger & Light Duty Vans on October 2, 2020, and after tabulating the bids awarded the contract to Sam Galloway Ford, Inc. on December 15, 2020, that will expire on December 14, 2026; and

WHEREAS, the Fort Myers Beach Town Council finds solicitation #B200417BAG was competitively bid with procedural guarantees of fairness and competitiveness equivalent to those of the Town of Fort Myers Beach; and

WHEREAS, pursuant to this finding, the Town has chosen to “piggyback” on the existing agreement between Lee County and Sam Galloway Ford, Inc. (“Contractor”), whereby the Contractor has authorized the Town to “piggyback” on the competitive pricing provided to Lee County in Contract #B200417BAG for the desired vehicles; and

WHEREAS, it is being proposed in Resolution 24-289 that \$66,464 of the ARPA Funds be allocated to this purchase, with the remaining \$110,493 to be charged to the Emergency Fund, where it will be funded by insurance proceeds received for the vehicles being replaced.

NOW, THEREFORE, BE IT HEREBY RESOLVED, BY THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA AS FOLLOWS:

Section 1. The above recitals are true and correct and incorporated herein by this reference and are hereby adopted as the legislative and administrative findings of the Town Council.

Section 2. The Town Council hereby approves the purchase orders with Contractor for three (3) Ford trucks in the total not-to-exceed amount of \$176,957 and authorizes the Town Manager or his designee to execute any documentation related to the purchase orders, which are attached hereto as "Attachment A." Also attached are Solicitation Documents ("Attachment B"), Bid Tabulation ("Attachment C"), Lee County Board Approval of Contract Award ("Attachment D", Fully Executed Contract with Lee County ("Attachment E"), and Contract Renewal Confirmation ("Attachment F").

Section 3. This resolution shall take effect immediately upon its adoption.

The foregoing Resolution was adopted by the Town Council upon a motion by Vice Mayor Atterholt and seconded by Mayor Allers, and upon being put to a vote, the result was as follows:

Dan Allers, Mayor	Aye
Jim Atterholt, Vice Mayor	Aye
John King, Council Member	Absent
Bill Veach, Council Member	Aye
Karen Woodson, Council Member	Aye

ADOPTED this 16th day of December 2024, by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH


Dan Allers (Dec 18, 2024 15:40 EST)

Dan Allers, Mayor

ATTEST:


Amy Baker (Dec 19, 2024 16:01 EST)

Amy Baker, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE TOWN OF FORT MYERS BEACH ONLY:


Nathan M. Vose (Dec 19, 2024 15:30 EST)

Vose Law Firm., Town Attorney

This Resolution was filed in the Office of the Town Clerk on this 18th day of December 2024.



Preview Order B001 - W1L - 4x4 XL SuperCrew: Order Summary Time of Preview: 12/06/2024 16:13:12 Receipt: NA

Dealership Name: Sam Galloway Ford, Inc.

Sales Code : F24480

Dealer Rep.	XXXXXXXX BOB	Type	Fleet	Vehicle Line	F-150	Order Code	B001
Customer Name	FMB	Priority Code	B2	Model Year	2025	Price Level	535

DESCRIPTION	MSRP	INVOICE DESCRIPTION	MSRP	INVOICE
F150 4X4 SUPERCREW XL - 145	\$47880	\$45726 3.73 ELECTRONIC LOCK RR AXLE	\$570	\$518
145 INCH WHEELBASE	\$0	\$0 6650# GVWR PACKAGE	\$0	\$0
TOTAL BASE VEHICLE	\$47880	\$44370 BLACK PLATFORM RUNNING BOARDS	\$250	\$228
OXFORD WHITE	\$0	\$0 50 STATE EMISSIONS	\$0	\$0
VINYL 40/20/40 FRONT SEAT	\$0	\$0 EXTENDED RANGE 36GAL FUEL TANK	\$0	\$0
MEDIUM DARK SLATE	\$0	\$0 BEDLINER-TOUGHBED SPRAYIN*ACCY	\$595	\$542
EQUIPMENT GROUP 101A	\$0	\$0 SPECIAL FLEET ACCOUNT CREDIT	\$0	-\$1356
.XL SERIES	\$0	\$0 FUEL CHARGE	\$0	\$12
.17" SILVER STEEL WHEELS	\$0	\$0 PRICED DORA	\$0	\$0
2.7L V6 ECOBOOST	\$0	\$0 ADVERTISING ASSESSMENT	\$0	\$0
ELEC TEN-SPEED AUTO TRANS	\$0	\$0 DESTINATION & DELIVERY	\$1995	\$1995
.265/70R 17 BSW ALL-TERRAIN	\$0	\$0		

	MSRP	INVOICE
TOTAL BASE AND OPTIONS	\$51290	\$47665
DISCOUNTS	NA	NA
TOTAL	\$51290	\$47665

F-150 4x4 CREW

44,028

3.415% - 1627
LEE CO CONTRACT DISCOUNT \$ 46,028

ORDERING FIN: QA105 END USER FIN: QA105

FORD GOVT - 2000 PRICE CONCESSION

\$ 44,028

Customer Name: _____ Customer Email: _____
 Customer Address: _____ Customer Phone: _____

* MUST BE ORDERED *

Customer Signature _____ Date _____

This order has not been submitted to the order bank.

This is not an invoice.

Attachment A

Sam Galloway Automotive

Date/Time: Dec 6, 2024 04:49 PM
Buyer: TOWN OF FMB
Phone:
Phone:

2025 Ford E-Series Cutaway SDD02100

Color: Oxford White VIN:1FDXE4FN9SDD02100

Cash	Balance Due
\$ Down	
\$0	\$66,465

LEE CO
CONTRACT
3.415% DISCOUNT
\$-1420

MSRP/Retail	\$70,590.00
Total Savings	\$4,134.00
Selling Price	\$66,456.00
Government Fees	\$8.50
Total Balance Due	\$66,464.50

FORD PRICE
CONCESSION GOVT
- 1000

FLEET DISCOUNT
1,714

FIN CODE QF 274

X

Customer Signature

X

Manager Signature

Date

Date

Terms & Conditions are subject to credit approval. For information only, not an offer or contract of sale. Dealer fee represents costs & profits to the retailer for such items as inspecting, cleaning & adjusting vehicles as well as preparing documents related to the sale. FOR INTERNAL USE ONLY

Attachment A

Sam Galloway Automotive

Date/Time: Dec 6, 2024 04:57 PM

Buyer: Town of FNB

Phone:

Phone:

2025 Ford E-Series Cutaway SDD02123

Color: Oxford White VIN:1FDXE4FNXSDD02123

Cash	Balance Due
\$ Down	
\$0	\$66,465

MSRP/Retail	\$70,590.00
Discount	\$4,134.00
Selling Price	\$66,456.00
Government Fees	\$8.50
Total Balance Due	\$66,464.50

X

Customer Signature

Date

X

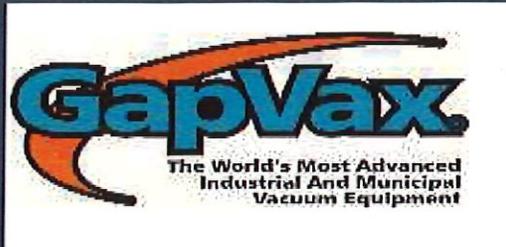
Manager Signature

Date

Terms & Conditions are subject to credit approval. For information only, not an offer or contract of sale. Dealer fee represents costs & profits to the retailer for such items as inspecting, cleaning & adjusting vehicles as well as preparing documents related to the sale. FOR INTERNAL USE ONLY

SOURCEWELL CONTRACT NO. 101221-GPV

GapVax



PREPARED BY

GAPVAX, INC

Austen Everett - Aeverett@EvervacFL.com

PREPARED FOR

Jeff Hauge

Ft Myers Beach

2731 Oak St

Fort Myers Beach, FL 33931

QUOTE

GapVax



QUOTE ID

24xxx

UPDATED:

10/18/24

ATTACHMENT A

GapVax



2025 MC1312-3S3X COMBINATION JET/VAC

QUOTE ID: 24xxx

November 8, 2024

NOTE: THE GAPVAX MC UNIT MAY EXCEED FEDERAL BRIDGE ALLOWABLE WEIGHTS WHEN LOADED WITH WATER, OR DEBRIS, AND/OR BOTH WATER AND DEBRIS COMBINED. PLEASE CONSULT FACTORY.

	OPTION DESCRIPTION	NOTES	QTY
CHASSIS OPTIONS			
CHA001	KENWORTH T480V (6 X 4) - 370 HP - 62,000 LB. GVWR - AUTO	MODEL YEAR 2025	1
	PACCAR PX-9 RATED FOR 370 HP	CONSULT FACTORY	
	ALLISON 6 SPEED AUTOMATIC	PRICES MAY VARY	
	20,000 LB FRONT AXLE		
	46,000 LB REAR AXLE		
DEBRIS BODY OPTIONS			
STD	12 USABLE YARD DEBRIS TANK MADE OF 3/16" ASTM A-572 GRADE 50 EXTEN STEEL		STANDARD
STD	FULL-OPENING REAR TAILGATE		STANDARD
STD	STAINLESS STEEL TAILGATE SEALING ROD		STANDARD
STD	FOUR HYDRAULIC REAR DOOR LOCKS		STANDARD
STD	DUAL TAILGATE LIFT CYLINDERS		STANDARD
STD	FRONT MOUNTED HOIST CYLINDER, POWER UP AND DOWN, 55,000 LB CAPACITY		STANDARD
STD	THREE TIE-OFF ANCHORS ON TOP OF BODY		STANDARD
STD	FIVE YEAR WARRANTY ON DEBRIS TANK AGAINST RUST THROUGH, DISTORTION AND CRACKS		STANDARD
STD	THREE TIE-OFF ANCHORS ON TOP OF THE BODY 6' APART		STANDARD
A1	DEBRIS BODY FLUSH OUT SYSTEM		1
A2A	DRAIN AT BOTTOM OF TAILGATE - 6" BRASS LEVER VALVE WITH 15' OF LAYFLAT HOSE	VALVE IS NOT 100% LEAK PROOF	1
A3-CS	FLOAT TYPE LIQUID LEVEL INDICATOR ON SIDE OF DEBRIS TANK		1
A12A	FILTER SCREEN FOR DRAIN VALVE (LONG BOX)	REQUIRES A2	1
A21	CURBSIDE LADDER TO PORT INSPECTION AREA		1
A22A	GALVANIZED BOLT ON TAILGATE SPLASH SHIELDS		1
A37A	UPGRADE BODY INLET CANNON TO 12" HX STYLE WITH 3" CLEANOUT		1
A44	PNEUMATIC TAILGATE PROP (IN ADDITION TO STANDARD TAILGATE PROP ROD)		1
WATER TANK OPTIONS			
STD	1300 GALLON WATER TANK MADE OF 3/16" 304 STAINLESS STEEL		STANDARD
STD	4" HIGH ANTI-SIPHON RING WITH (4) 2-1/2" HOLES		STANDARD
STD	WATER TANK LEVEL SIGHT TUBE ON CURBSIDE		STANDARD
STD	DRAIN VALVE AT BOTTOM OF WATER TANK		STANDARD
STD	3" FILL LINE WITH 2-1/2" FIRE HOSE CONNECTION CURBSIDE		STANDARD
STD	3" WATER STRAINER WITH STAINLESS STEEL SCREEN ON WATER TANK FILL LINE		STANDARD
STD	3" SUPPLY LINE TO WATER PUMP MOUNTED AT REAR HINGE PIN		STANDARD
STD	FIVE YEAR WARRANTY ON WATER TANK AGAINST RUST THROUGH, DISTORTION AND CRACKS		STANDARD
B23A	GALVANIZED BAFFLES IN THE WATER TANK		1
B30	UPGRADE TO BUTTERFLY VALVE IN 3" SUPPLY LINE		STANDARD

ATTACHMENT A

VACUUM SYSTEM OPTIONS		
STD	TRUE 8" DIAMETER VACUUM SYSTEM	STANDARD
STD	VACUUM PUMP DRIVEN VIA MID-SHIP MOUNTED SPLIT SHAFT TRANSFER CASE GEARBOX (PTO)	STANDARD
STD	NOISE & VIBRATION DAMPENING MOUNTS ON VACUUM PUMP AND TRANSFER CASE	STANDARD
STD	NOISE ATTENUATED VACUUM PUMP DISCHARGE SILENCER WITH RAIN CAP AND DRAIN	STANDARD
STD	24" CENTRIFUGAL CYCLONE SEPARATOR WITH 20" CHAMBER	STANDARD
STD	DUAL STAINLESS STEEL SHUTOFF FLOAT BALLS MOUNTED AT THE REAR OF DEBRIS TANK	STANDARD
STD	STAINLESS STEEL VEE-WIRE SAFETY SCREEN	STANDARD
STD	6" SAFETY VACUUM RELIEF	STANDARD
STD	PANIC SWITCH FUNCTION FOR VACUUM	STANDARD
C8	UPGRADE TO ROOTS TYPE VACUUM PUMP 4,500 CFM AND 18" HG (4) 18" Hg VACUUM RELIEF VALVES	1
C19	UPGRADE TO XL TRANSFER CASE 9-LITER ENGINE = UP TO 5300 CFM, REQUIRES OPTION C8	1
WATER SYSTEM OPTIONS		
STD	TRI-PLEX WATER PUMP SYSTEM	STANDARD
STD	AIR PURGE SYSTEM FOR PRIMARY CIRCUIT	STANDARD
STD	LOW POINT DRAIN VALVES ON WATER LINES	STANDARD
STD	WASHDOWN CIRCUIT WITH 50' X 1/2" HOSE, QUICK CONNECT, AND WASHDOWN HAND GUN HOSE REEL NOT INCLUDED	STANDARD
STD	WASHDOWN CIRCUIT(S) WILL INCLUDE A SAFETY FLOW RESTRICTOR (1/4" HOSE)	STANDARD
D25A	HOSE REEL FOR STANDARD WASHDOWN CIRCUIT, 100' X 1/2"	1
D3B	GENERAL MKS "2" SERIES WATER PUMP RATED AT 80 GPM @ 2500 PSI REQUIRES G2 OPERATING SYSTEM	1
D-GPVC	VIBRATION DAMPENING COUPLER - WATER PUMP	REQUIRED
D4	UPGRADE TO URACA MULTIFLOW VALVE	1
BOOM OPTIONS		
STD	8" FRONT MOUNTED TELESCOPING BOOM WITH 26' REACH AND 180 DEG. ROTATION	STANDARD
STD	180 DEGREE POWER ROTATION VIA WORM DRIVE	STANDARD
STD	DUAL 4" LIFT CYLINDERS	STANDARD
STD	CAB PROTECTION RACK	STANDARD
E6	REMOTE LUBE FOR BOOM LIFT AND ROTATION	1
HOSE REEL OPTIONS		
STD	FRONT FRAME MOUNTED HOSE REEL WITH 180 DEGREE ARTICULATION	STANDARD
STD	HOSE REEL RATED FOR 800' OF HOSE AND 3,000 PSI	STANDARD
STD	EXTERIOR HOSE EXPANSION RIBS	STANDARD
F1C	DIGITAL FOOTAGE COUNTER - SHAFT-MOUNTED	1
F16	DOUBLE ROLLER UPGRADE ON MANUAL LEVEL WIND	1
CONTROLS, GAUGES, ACCESSORIES OPTIONS		
STD	CAB-MOUNTED AIR SHIFT CONTROLS FOR BLOWER, HYDRAULICS, AND WATER PUMP	STANDARD
STD	CONTROL PANEL MOUNTED AT FRONT HOSE REEL	STANDARD
STD	OPERATOR CONTROL PANEL INCLUDES GAUGES FOR ENGINE, HYDRAULICS, VACUUM, AND WATER PUMP	STANDARD
STD	PANIC SWITCH TO RELIEVE WATER PRESSURE AND VACUUM ON FRONT PANEL AND CURB SIDE OF UNIT	STANDARD
G2B	G2B CONTROL SYSTEM WITH DM430 DISPLAY INCLUDES: WIRELESS NOT INCLUDED, SELECT OPTION G19 OR G21 BELOW	1
	LOW WATER SHUTDOWN PROTECTION	1
	HIGH WATER TEMPERATURE SHUTDOWN PROTECTION	1
	ENGINE OVERSPEED PROTECTION	1
	ON-SCREEN DIAGNOSTICS FOR WATER, PTO AND ENGINE LEVELS	1
G4A	HIGH DEBRIS LEVEL LIGHT & ALARM WIRED TO VACUUM RELIEF REQUIRES A3	1

ATTACHMENT A

G16	BOOM UP LIGHT		1
G21D	WIRELESS REMOTE WITH BOOM, VACUUM, FRONT HOSE REEL WATER ON/OFF, AND FRONT HOSE REEL IN/OUT (HOSE REEL ROTATE INCLUDED ONLY IF OPTION F6 IS SELECTED)		1
G21-TD	UPGRADE TO AARCOMM TRIDENT REMOTE	REQUIRES OPTION G21	1
G21-AWR	ADDITIONAL WIRELESS TRANSMITTER	REQUIRES OPTION G19 OR G21	1
LIGHTING			
STD	TRUCK-LITE LED RUNNING (MARKER) LIGHTS		STANDARD
STD	LED STOP/TAI/TURN LIGHT WITH POLISHED STAINLESS STEEL BOXES		STANDARD
H1B	TWO (2) LED STROBE BEACON LIGHT - FRONT (SAE CLASS-1 (SAE J595) COMPLIANT)	(WHELEN L10 OR EQUAL)	1
H2B	TWO (2) LED STROBE BEACON LIGHT - REAR (SAE CLASS-1 (SAE J595) COMPLIANT)	(WHELEN L10 OR EQUAL)	1
H5B	(2) BOOM WORK LIGHTS - HELLA LED WORK LIGHTS (PN: LHT022429)		1
H6B	(2) REAR WORK LIGHTS - HELLA LED WORK LIGHTS (PN: LHT022429)		1
H7BA	(2) SIDE WORK LIGHTS - HELLA LED WORK LIGHTS (PN: LHT022429) (1 PER SIDE)		1
H33	REAR ARROW LIGHT - LOW PROFILE LED (CA TITLE-13 COMPLIANT) TRAFFIC ADVISOR	(LHT022544, CODE 3 TORUS NARROWSTIK OR EQUAL)	1
STORAGE OPTIONS			
STD	25' FIRE HOSE BASKET		STANDARD
16D-DS	STAINLESS STEEL, 30" WIDE X 24" TALL X 24" DEEP, MOUNTED ON THE DRIVER'S SIDE		1
128C	60" TOOL BOX - STAINLESS STEEL, 60" WIDE X 24" HIGH X 24" DEEP, MOUNTED ON THE CURBSIDE	CONSULT ENGINEERING	1
125C	TUNNEL TOOLBOX - STAINLESS STEEL, 30" HIGH X 24" WIDE X 50" DEEP	CONSULT ENGINEERING	1
I14	TRAFFIC CONE HOLDER ON DRIVER'S SIDE		1
I16A	WHEEL CHOCK HOLDER (PER SIDE) - DRIVER'S SIDE		1
I16B	WHEEL CHOCK HOLDER (PER SIDE) - CURBSIDE		1
I17A	NOZZLE RACK - SIX (6) NOZZLES, 1"		1
I20A	REAR DRAIN HOSE RACK FOR 6" LAYFLAT HOSE X 15' LONG		1
I22	UPGRADE TUBE TRAYS TO POLISHED STAINLESS STEEL		1
I26C	TWO BUMPER TOOL BOXES - STAINLESS STEEL, 16" HIGH X 12" WIDE X 18" DEEP WITH FOLD DOWN DOOR		1
CHASSIS OPTIONS			
STD	DOT LIGHTING / FENDERS / MUD FLAPS / TAILGATE SAFETY PROP, ICC LIGHTS		STANDARD
STD	REMOTE ACTUATED BODY SAFETY PROP		STANDARD
STD	70 GALLONS AW-46 HYDRAULIC OIL, LEVEL/TEMPERATURE GAUGE, SHUTOFF ON SUCTION		STANDARD
STD	REAR BUMPER, TRIANGLE KIT, FIRE EXTINGUISHER, BACKUP ALARM		STANDARD
STD	ALLISON 10-BOLT PTO UPGRADE		STANDARD
J000	MID-SHIP MOUNTED (SPLIT-SHAFT) TRANSFER CASE WITH TOP DISCONNECT		1
J001	MUST BE "OMSI" BRAND TRANSFER CASE		1
J0	FRONT BUMPER		1
J2	TRANSFER CASE OIL LEVEL SIGHT GLASS / FILL, MOUNTED ON DRIVER'S SIDE FRAME RAIL (PN: GAU006456)		1
J3	TOW HOOKS FRONT		1
J4B	TOW HOOKS REAR - FRAME MOUNTED		1
J12	METAL MUD FLAPS IN FRONT OF REAR TIRES		1
J18	REMOTE LUBE OF TAILGATE LIFT COMPONENTS AND TAILGATE LOCKS		1
J303	ADD HYDRAULIC OIL COOLER TO CIRCUIT		1
PAINT OPTIONS			
STD	PAINTED WITH PPG URETHANE PAINT		STANDARD
STD	PAINT BODY WHITE		STANDARD

ATTACHMENT A

STD	PAINT FRAME AND PARTS BLACK	STANDARD
STD	PAINT HOSE REEL AND BOOM BLACK	STANDARD
STD	FLEET FINISH	STANDARD
MISCELLANEOUS OPTIONS		
STD	25 FEET OF VACUUM TUBING (5) AND CLAMPS	STANDARD
STD	TIGER TAIL HOSE GUIDE	STANDARD
STD	TWO SEWER CLEANING NOZZLES	STANDARD
M3	FILL HOSE 25' X 2 1/2"	1
M5	LEADER HOSE 10' X 1"	1
M8G	1" PIRHANA SEWER HOSE - 2,500 PSI X 600 FT PLASTIC (ORANGE) (PN: HOS022393)	1
M12	MANHOLE LIFTING HOOK	1
M13	HYDRANT WRENCH	1
M29	ONE CAMERA - BACK-UP CAMERA SYSTEM WITH 7" COLOR MONITOR (RV-505A), INCLUDES DVR-916 REAR CAMERA	1

ATTACHMENT A



PRICING SUMMARY

PRICE OF BASE UNIT WITH OPTIONS:	\$ 702,665.03
SOURCWELL DISCOUNT:	\$ 49,933.30
DELIVERY: (\$1,000.00 MINIMUM) @ \$4.00 PER MILE	\$ 3,500.00
ESTIMATED SUBTOTAL:	\$ 656,231.73
SALES TAX:	\$ -
FEDERAL EXCISE TAX (BODY):	\$ -
FEDERAL EXCISE TAX (CHASSIS):	\$ -
TOTAL PRICE (PER UNIT):	\$ 656,231.73

ALL PRICES ARE IN US DOLLARS

ALL ORDERS ARE SUBJECT TO CURRENT PRICES IN EFFECT AT THE TIME OF ORDER ACKNOWLEDGMENT. PRICES AND SPECIFICATIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE. PRICING DISCLAIMER: WHILE WE MAKE EVERY EFFORT TO MAINTAIN AND PRESERVE PRICING ACCURACY, ALL COST INCREASES INCURRED AFTER ORDER ACKNOWLEDGMENT FOR MAJOR COMPONENTS AND GOVERNMENT MANDATED REQUIREMENTS, TARIFFS, AND RAW MATERIAL SURCHARGES WILL BE PASSED THROUGH AND ADDED TO CUSTOMER INVOICES WITH OR WITHOUT NOTICE. ALTHOUGH THE INFORMATION ON THIS QUOTATION IS PRESENTED IN GOOD FAITH AND BELIEVED TO BE CORRECT AT THE TIME OF PRINTING, WE MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE COMPLETENESS OR ACCURACY OF THIS INFORMATION. WE RESERVE THE RIGHT TO CHANGE, DELETE, OR OTHERWISE MODIFY THE PRICING INFORMATION WHICH IS REPRESENTED HEREIN WITHOUT ANY PRIOR NOTICE. WE CAREFULLY CHECK PRICING SPECIFICATIONS, BUT OCCASIONALLY ERRORS CAN OCCUR, THEREFORE WE RESERVE THE RIGHT TO CHANGE SUCH PRICES WITHOUT NOTICE. WE DISCLAIM ALL LIABILITY FOR ANY ERRORS OR OMISSIONS IN THE MATERIALS. IN NO EVENT WILL WE BE RESPONSIBLE FOR ANY DAMAGES OF ANY NATURE WHATSOEVER FROM THE RELIANCE UPON INFORMATION FROM THESE MATERIALS. PLEASE CHECK YOUR ORDER TO CONFIRM YOUR PRICING INFORMATION

TERMS: 15% DOWN PAYMENT BALANCE DUE UPON COMPLETION. IN THE EVENT OF THE PURCHASERS DEFAULT AND THE TERMINATION OF THIS SALES PROPOSAL AGREEMENT PRIOR TO START OF PRODUCTION, 25% OF THE DOWN PAYMENT SHALL BE FORFEITED AND APPLIED TO GAPVAX, INC. AS PART OF ITS DAMAGES. ONCE PRODUCTION HAS COMMENCED ON THIS SALES PROPOSAL AGREEMENT, IN THE EVENT OF THE PURCHASERS CANCELLING THE SALES PROPOSAL AGREEMENT, OR FAILING TO ACCEPT DELIVERY, OR FAILING TO COMPLETE THE SALES PROPOSAL AGREEMENT, THE ENTIRE DEPOSIT SHALL BE FORFEITED TO GAPVAX, INC. BUT SUCH FORFEITURE SHALL NOT PREJUDICE ANY OTHER REMEDY WHICH GAPVAX, INC. MAY HAVE FOR BREACH OF ANY OF THE SALES PROPOSAL AGREEMENT. IN THE EVENT OF A COMPLETED UNIT NOT BEING FUNDED IN A PROMPT AND TIMELY MANNER, AN ADDITIONAL FEE WILL OCCUR TO COVER THE ADDITIONAL FLOOR PLAN EXPENSE. FEDERAL EXCISE TAX AND DELIVERY ARE LISTED. STATE SALES TAX IS NOT INCLUDED. STATE SALES TAX AND VEHICLE REGISTRATION IS THE RESPONSIBILITY OF THE PURCHASER. EXCLUDES ALL OTHER APPLICABLE TAXES, DUTIES, TARIFFS, BROKERAGE, OR DOCUMENTATION FEES. DELIVERY, IF COORDINATED BY GAPVAX, IS \$4.00 PER MILE, \$1,000.00 MINIMUM.

DELIVERY TERMS: TERMS OF DELIVERY SHALL BE F.O.B. SHIPPING POINT, JOHNSTOWN, PENNSYLVANIA, U.S.A. THIS PROPOSAL WILL REMAIN IN EFFECT FOR 30 DAYS, UNLESS CHANGED IN THE INTERIM UPON WRITTEN NOTICE FROM THE COMPANY. PLEASE RETURN ONE SIGNED COPY OF THIS PROPOSAL, AND ANY FUTURE CORRESPONDENCE TO: GAPVAX, INCORPORATED, 575 CENTRAL AVE., JOHNSTOWN, PA 15902. BY SIGNING THIS PROPOSAL, PURCHASER THEREBY EXPRESSES ACCEPTANCE OF EACH AND EVERY TERM AND CONDITION SET FORTH HEREIN. ANY PURCHASE ORDER OR ACKNOWLEDGMENT OFFERING TERMS INCONSISTENT WITH THE TERMS AND CONDITIONS HEREOF SHALL HAVE NO BINDING EFFECT WHATSOEVER ON GAPVAX INCORPORATED (THE "COMPANY") OR THE TERMS AND CONDITIONS HEREOF. THIS DOCUMENT AND THE OTHER DOCUMENTS SPECIFICALLY REFERRED TO AS BEING A PART HEREOF, CONSTITUTE THE ENTIRE CONTRACT ON THE SUBJECT MATTER, AND SHALL NOT BE MODIFIED EXCEPT IN WRITING SIGNED BY BOTH PARTIES. ASSIGNMENT MAY BE MADE ONLY WITH WRITTEN CONSENT OF THE OTHER PARTY.

SIGNATURE _____

DATE _____

Please return a signed copy to Aeverett@EvervacFL.com

Chassis and Demo Units are SUBJECT TO PRIOR SALE, a 15% deposit is required with signed proposal

QUOTE ID
24xxx

LAST UPDATED:
10/18/24

ATTACHMENT A

GapVax Incorporated Terms and Conditions of Sale

1. **ORDERS.** All orders are subject to acceptance by an officer of GapVax Inc. Orders for products not regularly carried in stock or requiring special engineering or manufacture are in every case subject to approval by an officer of GapVax.
2. **PERFORMANCE.** GapVax Inc. shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control.
3. **EXPERIMENTAL WORK.** Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.
4. **SKETCHES, ENGINEERING DRAWINGS, MODELS** and all preparatory work created or furnished by GapVax Inc. shall remain its exclusive property; and no use of same shall be made, nor may ideas obtained therefrom be used, except with the consent of and on terms acceptable to GapVax Inc.
5. **CANCELLATION.** Orders regularly entered cannot be canceled except upon terms that will compensate GapVax Inc. for any loss or damage sustained.
6. **SHIPMENT.** All proposals are based on continuous and uninterrupted delivery of the order upon completion unless specifications distinctly state otherwise. In the event that an agreement is reached for GapVax Inc. to store completed items, they will be immediately invoiced to the customer and become due and payable. Storage shall be at the risk of the customer and GapVax Inc. shall be liable only for ordinary care of the property.
7. **CUSTOMER'S PROPERTY.** GapVax Inc. shall charge the customer at current rates, for handling and storing customer's property (e.g., truck chassis) held for more than thirty (30) days after notification of availability for shipment. All customer's property, or third party's property, that is stored by GapVax Inc. is at the customer's or other party's risk. GapVax is not liable for any loss or damage thereto caused by fire, water, corrosion, theft, negligence, or any cause beyond its reasonable control.
8. **PRICES.** All orders are subject to current prices in effect at the time of order acknowledgment. Prices and Specifications are Subject to Change Without Notice. **PRICING DISCLAIMER:** While we make every effort to maintain and preserve pricing accuracy, prices are subject to change without notice. Although the information on this quotation is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete, or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order to confirm your pricing information.
9. **F.O.B. POINT.** Unless otherwise stated, all prices listed are F.O.B. point of manufacture.
10. **TAXES.** Unless specifically stated, prices listed do not include Federal, State, City or other excise occupation, sales, use or similar taxes which are extra and are to be added at rates in effect at time of shipment. If federal Excise Taxes are included or listed on the reverse side of this paper, they are stated at the rates and regulations in effect at the time this order is written and are subject to revision in accordance with rates and regulations in effect at time of shipment.
11. **PRODUCT IMPROVEMENT.** GapVax Inc. reserves the right to change manufacturing specifications and procedures without incurring any responsibility for modifying previously shipped products.
12. **MOUNTING PRICES.** Mounting prices assumes normal factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, gas tanks, mufflers, air tanks, etc. will be an additional charge, billed at the standard factory labor rate.
13. **WARRANTY.** GapVax Inc. warrants its products to be free from defects in material and workmanship, subject to the limitations and conditions set forth in its current published warranty but makes no warranty of merchantability or fitness for any particular purpose. GapVax Inc. does not assume liability for any loss of product, time or any direct, indirect, or consequential damage, losses or delay or any nature whatsoever. No warranty, express or implied, is made or authorized to be made and no obligation is assumed or authorized to be assumed with respect to products of GapVax Inc. other than that set forth in the current, published warranty. It is to be understood that the acceptance this order is expressly conditioned upon your acceptance of GapVax Inc. standard written warranty for the products sold hereunder GapVax Inc. hereby disclaims any responsibility or liability for any consequential losses delays or downtime resulting from orders hereunder the use of its products. GapVax does not and will not warranty any tank coating or tank lining. PTO damage is not covered when the PTO protection system or low water shut down system is not selected / installed / and operational. GapVax does not and will not warranty any water system component(s) that show any sign or indication of ice or freeze damage.
14. This agreement shall be construed according to the laws of the State of Pennsylvania. Our failure at any time to exercise any right we may have under the agreement shall not constitute a waiver thereof nor prejudice our right to enforce same thereafter.
15. This order, including the above terms and conditions contains the complete and final agreement between the parties hereto and no other agreement in any way modifying any of said terms and conditions will be binding on us unless in writing and agreed to by authorized representative of this company.



Advertise Date: Friday, October 02, 2020

Lee County Board of County Commissioners
DIVISION OF PROCUREMENT MANAGEMENT

INVITATION TO BID (B)

Solicitation No.: B200417BAG

Solicitation Name: Ford Automobiles, Sport Utility Vehicles, Passenger & Light Duty Vans

Open Date/Time: Tuesday, November 03, 2020 Time: 2:30 PM

Location: Lee County Procurement Management
2115 Second Street, 1st Floor
Fort Myers, FL 33901

Procurement Contact: Brooke Green Title Procurement Analyst

Phone: (239) 533-8848 Email: BGreen@leegov.com

Requesting Dept. Fleet Services

Pre-Bid Conference:
Type: No meeting scheduled at this time

All solicitation documents are available for download at
www.leegov.com/procurement

Electronic bidding is coming! Visit www.leegov.com/bid to stay informed

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Advertisement Date: 10/2/2020

Notice to Bidder

Invitation to Bid (B)

Lee County, Florida, is requesting bids from qualified individuals/firms for

B200417BAG Ford Automobiles, Sport Utility Vehicles, Passenger & Light Duty Vans

Then and there to be publicly opened and read aloud for the purpose of selecting a vendor to furnish all necessary labor, services, materials, equipment, tools, consumables, transportation, skills and incidentals required for Lee County, Florida, in conformance with solicitation documents, which include technical specifications and/or a scope of work.

Those individuals/firms interested in being considered for this solicitation are instructed to submit, in accordance with specifications, their Bids, pertinent to this project prior to

2:30 PM Tuesday, November 3, 2020

to the office of the **Procurement Management Director, 2115 Second Street, 1st Floor, Fort Myers, FL 33901**. The Invitation to Bid shall be received in a sealed envelope, prior to the time scheduled to receive Bid(s), and shall be clearly marked with the solicitation name, solicitation number, bidder name, and contact information as identified in these solicitation documents.

The Scope of Work/Specifications for this solicitation is available from www.leegov.com/procurement. Bidders who obtain Scope of Work/Specifications from sources other than www.leegov.com/procurement are cautioned that the solicitation package may be incomplete. The County's official bidders list, addendum(s) and information must be obtained from www.leegov.com/procurement. It is the bidder's responsibility to check for posted information. The County may not accept incomplete Bids.

There will be no Pre-Bid Conference for this solicitation.

It has been determined that the specifications and scope of work within this solicitation are adequate to describe the product or services being requested. A pre-bid conference and site visit has not been scheduled for this solicitation. Questions regarding this solicitation are to be directed, in writing, to the individual listed below using the email address listed below or faxed to (239) 485 8383 during normal working hours.

Brooke Green BGreen@leegov.com

Sincerely,

A handwritten signature in blue ink that reads "Lindsay Cepero".

Lindsay Cepero, CPPB
Procurement Manager

*WWW.leegov.Com/Procurement is the County's official posting site

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Terms and Conditions

INVITATION TO BID (B)

1. DEFINITIONS

- 1.1. **Addendum/Addenda:** A written change, addition, alteration, correction or revision to a bid, proposal or contract Agreement/Contract. Addendum/Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope change to the solicitation.
- 1.2. **Approved Alternate:** Solicitation documents may make reference of specific manufacturer(s) or product(s). These references serve only as a recommendation and a guide to minimum quality and performance. The references are not intended to exclude approved alternatives of other manufacturer(s) or product(s).
- 1.3. **Bid/Proposal Package:** A bid/proposal is a document submitted by a vendor in response to some type of solicitation to be used as a basis for negotiations or for entering into a contract.
- 1.4. **Bidder/Responder/Proposer:** One who submits a response to a solicitation.
- 1.5. **County:** Refers to Lee County Board of County Commissioners.
- 1.6. **Due Date and Time/Opening:** Is defined as the date and time upon which a bid or proposal shall be submitted to the Lee County Procurement Management Division. Only bids or proposals received prior to the established date and time will be considered.
- 1.7. **Liquidated Damages:** Damages paid usually in the form of monetary payment, agreed by the parties to a contract which are due and payable as damages by the party who breaches all or part of the contract. May be applied on a daily basis for as long as the breach is in effect.
- 1.8. **Procurement Management:** shall mean the Director of Lee County's Procurement Management Department or designee.
- 1.9. **Responsible:** A vendor, business entity or individual who is fully capable to meet all of the requirements of the bid/proposal solicitation documents and subsequent contract. Must possess the full capability including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.
- 1.10. **Responsive:** A vendor, business entity or individual who has submitted a bid or request for proposal that fully conforms in all material respects to the bid/proposal solicitation documents and all of its requirements, including all form and substance.
- 1.11. **Solicitation:** An invitation to bid, a request for proposal, invitation to negotiate or any document used to obtain bids or proposals for the purpose of entering into a contract.

2. ORDER OF PRECEDENCE

- 2.1. In resolving conflicts, errors, and discrepancies, the order of precedence of the bid document is as follows
 - 2.1.1. Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, "Public Business", Chapter 287 "Procurement of Personal Property and Services."
 - 2.1.2. Lee County Procurement Management Ordinance 18-22
 - 2.1.3. Change Order
 - 2.1.4. Agreement
 - 2.1.5. Addenda
 - 2.1.6. Special Conditions
 - 2.1.7. Detailed Scope of Work/Specifications
 - 2.1.8. Supplemental Information, if any
 - 2.1.9. Terms and Conditions

3. RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES

- 3.1. It shall be the responsibility of the bidder to assure compliance with all other federal, state, or county codes, rules, regulations or other requirements, as each may apply. Any involvement with the Lee County shall be in accordance with but not limited to:
 - 3.1.1. Lee County Procurement Management Ordinance 18-22
 - 3.1.2. Pursuant to FL § Section 119.071, Public Records, General exemptions from inspection or copying of public records. Sealed bids, proposals or replies received by the agency pursuant to a solicitation are exempt from public records request (s. 119.07(1) and s. 24(a), Art. I, of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals or final replies, whichever is earlier.

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- 3.1.3. FL § 215 regarding scrutinized companies and business operations.
 - 3.1.4. FL § 218 Public Bid Disclosure Act.
 - 3.1.5. Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, “Public Business”, Chapter 287 “Procurement of Personal Property and Services.”
 - 3.1.6. FL § 337.168 Confidentiality of official estimates, identities of potential bidders, and bid analysis and monitoring system.
 - 3.1.7. FL § Section 607.1501(1) states: A foreign corporation may not transact business in the State of Florida until it obtains a certificate of authority from the Department of State.
 - 3.2. **Local Business Tax Account:** As applicable, anyone providing merchandise or services to the public within the jurisdiction of Lee County must obtain a Lee County business tax account to operate unless specifically exempted.
 - 3.3. **License(s):** Bidder should provide, at the time of the opening of the bid, licenses required for this product and/or service.
4. BID – PREPARATION OF SUBMITTAL
- 4.1. **Sealed Bid:** Submission must be in a sealed envelope/box, and the outside of the submission must be marked with the following information (Sealed Bid Label Form is attached for your use):
 - 4.1.1. Marked with the words “Sealed Bid”
 - 4.1.2. Bid Number
 - 4.1.3. Bid Title
 - 4.1.4. Bid Due Date
 - 4.1.5. Name of the firm submitting the bid
 - 4.1.6. Contact e-mail and telephone number
 - 4.2. **Bid submission shall include:**
 - 4.2.1. Provide two (2) hard copies. Mark each: one “Original”, one “Copy”
 - 4.2.2. Provide one (1) electronic flash drive set of the entire submission documents.
 - 4.2.3. Electronic submission document is to be one single Adobe PDF file in the same order as the original hard copy.
 - 4.2.4. Limit the color and number of images to avoid unmanageable file sizes.
 - 4.2.5. Do not lock files.
 - 4.3. **Submission Format:**
 - 4.3.1. Required Forms: complete and return **all** required forms. If the form is not applicable please return with “Not Applicable” or “N/A” in large letters across the form.
 - 4.3.2. Failure to submit required or requested information may result in the bidder being found non-responsive.
 - 4.3.3. Execution of Bid: All documents must be properly signed by corporate authorized representative, witnessed, and where applicable corporate and/or notary seals affixed. All Bids shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the bids shall be initialed.
 - 4.3.4. If a cost/bid schedule was provided in Microsoft Excel format, the returned completed schedule should be included as a Microsoft Excel File on the Flash drive.
 - 4.3.5. The submission should not contain links to other web pages.
 - 4.3.6. Include any information requested by the County necessary to analyze your bid, i.e., required submittals, literature, technical data, financial statements.
 - 4.3.7. Bid Security/Bond(s), as applicable (Construction projects)
 - 4.4. **Preparation Cost:** The Bidder is solely responsible for any and all costs associated with responding to this solicitation. No reimbursement will be made for any costs associated with the preparation and submittal of any bid, or for any travel and per diem costs that are incurred by any Bidder.
5. RESPONSES RECEIVED LATE
- 5.1. It shall be the Bidder’s sole responsibility to deliver the bid submission to the Lee County Procurement Management Division prior to or on the time and date stated. All references to date and time herein reference Lee County, FL local time.
 - 5.2. Any bids received after the stated time and date will not be considered. The bid shall not be opened at the public opening. Arrangements may be made for the unopened bid to be returned at the bidder’s request and expense.

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- 5.3. The Lee County Procurement Management Division shall not be responsible for delays caused by the method of delivery such as, but not limited to; internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.

6. BIDDER REQUIREMENTS (unless otherwise noted)

- 6.1. **Responsive and Responsible:** Only bids received from responsive and responsible bidders will be considered. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other necessary action, such as background checks, to determine ability to perform is satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicates an inability for the bidder to perform.
 - 6.1.1. Additional sources may be utilized to determine credit worthiness and ability to perform.
 - 6.1.2. Any bidder or sub-contractor that will have access to County facilities or property may be required to be screened to a level that may include, but is not limited to fingerprints, statewide criminal. There may be fees associated with these procedures. These costs are the responsibility of the bidder or sub-contractor.
 - 6.1.3. Bidders are responsible for ensuring that any required background screening are conducted in accordance with Chapter 435. Bidders shall be aware, understand, and ensure compliance with the statutory requirements regarding background checks. FL Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Bidder who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law. Such requirements shall flow down to sub-contractors/consultants of the prime Bidder and prime Bidder shall ensure compliance with Chapter 435 of such parties.
 - 6.1.3.1. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.
- 6.2. **BID--Past Performance:** Bidders past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) may be reviewed. Poor or unacceptable past performance may result in bidder disqualification.
- 6.3. Submission packages, unless otherwise noted, will be considered only from bidders normally engaged in the provision of the services specified here in. The bidder shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to Lee County. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other action necessary to determine ability to perform satisfactorily, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicated an inability of the bidder to perform.

7. PRE-BID CONFERENCE

- 7.1. A pre-bid conference will be held in the location, date, and time specified on the cover of this solicitation. The cover will also note if the pre-bid conference is Non-Mandatory or Mandatory. All questions and answers are considered informal. All prospective bidders are encouraged to obtain and review the solicitation documents prior to the pre-bid conference so they may be prepared to discuss any questions or concerns they have concerning this project. All questions must be submitted formally in writing to the procurement staff noted on the first page of the bid document. A formal response will be provided in the form of an addendum (see "County Interpretation/Addendums" for additional information.) A site visit may follow the pre-bid conference, as applicable.
- 7.2. **Non-Mandatory:** Pre-bid conferences are generally non-mandatory, but it is highly recommended that prospective bidders participate.
- 7.3. **Mandatory:** Failure to attend a mandatory pre-bid conference will result in the bid being considered **non-responsive**.

8. COUNTY INTERPRETATION/ADDENDUMS

- 8.1. Each Bidder shall examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be **submitted in writing prior to 5:00 PM at least eight (8) calendar days prior to the date when the submission is due.**

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- 8.2. Response(s) will be in the form of an Addendum posted on www.leegov.com/procurement. It is solely the bidder's responsibility to check the website for information. No notifications will be sent by Lee County Procurement Management Division.
 - 8.3. All Addenda shall become part of the Contract Documents.
 - 8.4. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. Interpretation of the meaning of the plans, specifications or any other contract document, or for correction of any apparent ambiguity, inconsistency or error there in, shall be in writing. Issuance of a written addendum by the County's Procurement Management Division is the only official method whereby interpretation, clarification or additional information can be given.
9. QUALITY GUARANTEE/WARRANTY (as applicable)
- 9.1. Bidder will guarantee their work without disclaimers, unless otherwise specifically approved by the County, for a minimum of twelve (12) months from the date of final completion.
 - 9.2. Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of final completion.
 - 9.3. Unless otherwise specifically provided in the specifications, the equipment must be warranted for twelve (12) months, shipping, parts and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to the County.
 - 9.4. If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed, the vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials, if in its judgment the item reflects unsatisfactory workmanship or manufacturing or shipping damage. The vendor shall refund, to the County, any money which has been paid for same.
10. SUBSTITUTION(S)/APPROVED ALTERNATE(S)
- 10.1. Unless otherwise specifically provided in the specifications, 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.
 - 10.2. A bid containing a substitution is subject to disqualification if the substitution is not approved by the County. Items bid must be identified by brand name, number, manufacturer and model, and shall include full descriptive information, brochures, and appropriate attachments. Brand names are used for descriptive purposes only. An **Approved Alternate** product or service may be used.
11. NEGOTIATED ITEMS
- 11.1. Any item not outlined in the Scope of Work/Specifications may be subject to negotiations between the County and the successful bidder.
 - 11.2. After award of this bid the County reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion.
 - 11.3. At contract renewal time(s) or in the event of significant industry wide market changes, the County may negotiate justified adjustments such as price, terms, etc., if in its sole judgment, the County considers such adjustments to be in their best interest.
12. ERRORS, OMISSIONS, CALCULATION ERRORS (as applicable)
- 12.1. **Calculation Errors:** In the event of multiplication/addition error(s), the unit price shall prevail. Written prices shall prevail over figures where applicable. All bids will be reviewed mathematically and corrected, if necessary, using these standards, prior to further evaluation.

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13. CONFIDENTIALITY

- 13.1. Bidders should be aware that all submissions provided are subject to public disclosure and will **not** be afforded confidentiality, unless provided by Chapter 119 FL §.
- 13.2. If information is submitted with a bid that is deemed “Confidential” the bidder must stamp those pages of the submission that are considered confidential. The bidder must provide documentation as to validate why these documents should be declared confidential in accordance with Chapter 119, “Public Records,” exemptions.
- 13.3. Lee County **will not reveal engineering estimates or budget amounts for a project** unless required by grant funding or unless it is in the best interest of the County. According to FL § 337.168: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of s. 119.07(1) until the contract for the project has been executed or until the project is no longer under active consideration.

14. BID CONFLICT OF INTEREST

- 14.1. **Business Relationship Disclosure Requirement:** The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statutes. All bidders must disclose with their submission the name of any officer, director or agent who is also an employee of the Lee County or any of its agencies. Further, all bidders must disclose the name of any County employee who owns directly or indirectly, an interest of five percent (5%) or more in the bidder’s firm or any of its branches.

15. ANTI-LOBBYING CLAUSE (Cone of Silence)

- 15.1. Following FL § Section 287.057(23), Upon the issuance of the solicitation, prospective proposers/bidders or any agent, representative or person acting at the request of such proposer/bidder shall not have any contact, communicate with or discuss any matter relating in any way to the solicitation with any Commissioner, Evaluation Review Committee, agent or employee of the County other than the Procurement Management Director or their designee. This prohibition begins with the issuance of any solicitation, and ends upon execution of the final contract or when the solicitation has been cancelled. **If it is determined that improper communications were conducted, the Bidder/Proposer maybe declared non-responsible.**

16. DRUG FREE WORKPLACE

- 16.1. Lee County Board of County Commissioners encourages Drug Free Workplace programs.

17. FLORIDA CERTIFIED ENTERPRISES

- 17.1. The County encourages the use of Florida Certified Enterprises such as such as Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms.
- 17.2. Bidder/Proposer is requested to indicate whether the Firm and/or any proposed sub-consultants are a Florida Certified Enterprise. Lee County encourages the utilization and participation of DBE, MBE, WBE, VBE or similar in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested Florida Certified Enterprises such as Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms and similar are encouraged to submit.

18. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

- 18.1. The bidder agrees to comply, in accordance with FL § 287.134, 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of 2008 (ADAAA) that furnishing goods or services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- 18.2. The bidder will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or marital status. The bidder will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, disability or marital status.
- 18.3. The bidder will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The bidder will take such actions in respect to any sub-

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contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

- 18.4. An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at <http://www.dms.myflorida.com>) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

19. SUB-CONTRACTOR

- 19.1. The use of sub-contractors under this solicitation requires prior written authorization from the County representative.

20. BID - PROJECT GUIDELINES (as applicable)

- 20.1. The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and or Requirements which shall service as a guide to the bidder(s) in conforming to the provision of goods and/or services to be provided pursuant to this Agreement/Contract:
- 20.1.1. No amount of work is guaranteed upon the execution of an Agreement/Contract.
- 20.1.2. Rates and all other negotiated expenses will remain in effect throughout the duration of the Agreement/Contract period.
- 20.1.3. This contract does not entitle any bidder to exclusive rights to County Agreement/Contracts. The County reserves the right to perform any and all available required work in-house or by any other means it so desires.
- 20.1.4. In reference to vehicle travel, mileage and man-hours spent in travel time, is considered incidental to the work and not an extra compensable expense.
- 20.1.5. Lee County reserves the right to add or delete, at any time, and or all material, tasks or services associated with this Agreement/Contract.
- 20.1.6. Any Single Large Project: The County, in its sole discretion, reserves the right to separately solicit any project that is outside the scope of this solicitation, whether through size, complexity or the dollar value.

21. BID – TIEBREAKER

- 21.1. Whenever two or more bids, which are equal with respect to price, quality and service, are received for procurement of commodities or contractual services, from responsive and responsible bidders, the following steps shall be taken to establish the award to the lowest bidder. This method shall be used for all ties.
- 21.1.1. Step 1 - Local Bidder: Between a local Bidder, and a non-local Bidder, a contract award, or the first opportunity to negotiate, as applicable, shall be made to the local Bidder. **If local preference is prohibited by the funding source then step 2 will replace step 1.**
- 21.1.2. Step 2 - Drug Free Workplace: At the conclusion of step 1, if all is equal, the Bidder with a Drug Free Workplace program shall be given preference over a Bidder with no Drug Free Workplace program. The contract award, or the first opportunity to negotiate, as applicable, shall be made to the bidder with the Drug Free Workplace program.
- 21.1.3. Step 3 - Coin Flip: At the conclusion of Step 1 and Step 2, if all is equal, the contract award, or the first opportunity to negotiate, as applicable, the final outcome shall be determined by the flip of a coin.
- 21.2. When the tie has been broken pursuant to the above procedures, the contract award, or the first opportunity to negotiate, as applicable, shall be furnished to the prevailing Bidder.
- 21.3. If an award or negotiation is unsuccessful with the initial bidder, award or negotiations may commence with the next highest bidder, utilizing the tiebreaker steps above to make the determination of next lowest bidder, if necessary.

22. WITHDRAWAL OF BID

- 22.1. No bid may be withdrawn for a period of **180 calendar days** after the scheduled time for receiving submissions. A bid may be withdrawn prior to the solicitation opening date and time. Withdrawal requests must be made in writing to the Procurement Management Director, who will approve or disapprove the request.
- 22.2. A bidder may withdraw a submission any time prior to the opening of the solicitation.

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- 22.3. After submissions are opened, but prior to award of the contract by the County Commission, the Procurement Management Director may allow the withdrawal of a bid because of the mistake of the bidder in the preparation of the submission document. In such circumstance, the decision of the Procurement Management Director to allow the submission withdrawal, although discretionary, shall be based upon a finding that the bidder, by clear and convincing evidence, has met each of the following four tests:
- 22.3.1. The bidder acted in good faith in submitting the bid,
 - 22.3.2. The mistake in bid preparation that was of such magnitude that to enforce compliance by the bidder would cause a severe hardship on the bidder,
 - 22.3.3. The mistake was not the result of gross negligence or willful inattention by the bidder; and
 - 22.3.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally awarded the Agreement/Contract.

23. PROTEST RIGHTS

- 23.1. Any Bidder that has submitted a formal Response to Lee County, and who is adversely affected by an intended decision with respect to the Award, has the right to protest an intended decision posted by the County as part of the Solicitation process.
- 23.2. Notice of Intended Decision is posted on the Lee County Department of Procurement Management website (www.leegov.com/procurement). Bidders are solely responsible to check for information regarding the Solicitation.
- 23.3. Refer to the “Procurement Protest” section of the Lee County Procurement Ordinance 18-22 for a complete description of the protest process and associated requirements. The ordinance is posted on the Lee County website or may be obtained by contacting the Procurement Management Director.
- 23.4. In order to preserve the right to protest, a written “*Notice Of Intent To File A Protest*” **must be filed with the Lee County Procurement Management Director within seventy-two (72) hours of Posting of the Notice of Intended Decision.**
 - 23.4.1. The notice shall clearly indicate all grounds being claimed for the protest.
 - 23.4.2. The notice must be physically received by the Procurement Management Director within the required time frame described above. No additional time will be granted for mailing.
- 23.5. Following receipt of the Notice of Intent to File a Protest, a “**Protest Bond**” and “**Formal Written Protest**” must be filed **within ten (10) business days** of Posting of the Notice of Intended Decision.
- 23.6. **Failure to follow the protest procedures requirement within the time frames as prescribed herein and in the Lee County Procurement Ordinance 18-22 shall constitute a waiver of the right to protest and shall bar any resulting claims.**

24. AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES

- 24.1. This opportunity is also made available to any government entity. Pursuant to their own governing laws, and subject to the Agreement/Contract of the vendor, other entities may be permitted to make purchases at the terms and conditions contained herein. Lee County Board of County Commissioners will not be financially responsible for the purchases of other entities from this solicitation.

25. CONTRACT ADMINISTRATION

- 25.1. **Designated Contact:**
 - 25.1.1. The awarded bidder shall appoint a person(s) to act as a primary contact for all County departments. This person or back-up shall be readily available during normal working hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.
 - 25.1.2. Lee County requires the awarded bidder to provide the name of a contact person(s) and phone number(s) which will afford Lee County access 24 hours per day, 365 days per year, of this service in the event of major breakdowns or natural disasters.
- 25.2. **BID – Term:** (unless otherwise stated in the Scope of Work or Detailed Specifications)
 - 25.2.1. Unless otherwise stated in the scope of work, specifications, or special conditions the default **contract term shall be for one (1) three-year (3) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.**

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- 25.2.2. The County reserves the right to renew this Agreement/Contract (or any portion thereof) and to negotiate pricing as a condition for each.
- 25.2.3. The County's performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.
- 25.3. **BID – Basis of Award:**
 - 25.3.1. The bid is awarded under a system of sealed, competitive bidding to the lowest responsive and responsible bidder.
 - 25.3.2. In the event the lowest responsible and responsive bid for a project exceeds the available funds the County may negotiate an adjustment of the bid price with the lowest responsible and responsive bidder, in order to bring the total cost of the project within the amount of available funds.
 - 25.3.3. The County reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof. The County reserves the right to reject any and all bids or to waive any minor irregularity or technicality in the bids received. Award will be made to the lowest responsible and responsive bidder(s) within the category chosen for basis of award.
 - 25.3.4. The County reserves the right to award to one or multiple bidders at the discretion of the requesting authority and approval of the Procurement Management Director.
- 25.4. **Agreement/Contracts:**
 - 25.4.1. The awarded bidder will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at <http://www.lee.gov/procurement/forms>.
- 25.5. **Records:**
 - 25.5.1. Retention: The bidder shall maintain such financial records and other records as may be prescribed by Lee County or by applicable federal and state laws, rules and regulations. Unless otherwise stated in the specifications, the bidder shall retain these records for a period of five years after final payment, or until they are audited by Lee County, whichever event occurs first.
 - 25.5.2. Right to Audit/Disclosure: These records shall be made available during the term of the contract as well as the retention period. These records shall be made readily available to County personnel with reasonable notice and other persons in accordance with the Florida General Records Schedule. Awarded Bidder/Proposer(s) are hereby informed of their requirement to comply with FL §119 specifically to:
 - 25.5.2.1. Keep and maintain public records required by the County to perform the service.
 - 25.5.2.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided or as otherwise provided by law.
 - 25.5.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
 - 25.5.2.4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.
 - 25.5.3. Public Record: **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, Email**

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at PRRCustodian@leegov.com or Visit
<http://www.leegov.com/publicrecords>.

25.5.4. **Ownership:** It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications and all data prepared or obtained by the successful bidder in connection with its services hereunder, include any documents bearing the professional seal of the successful bidder, and shall be delivered to and become the property of Lee County, prior to final payment to the successful bidder or the termination of the Agreement/Contract. This includes any electronic versions, such as CAD or other computer aided drafting programs.

25.6. Termination:

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

25.6.2. The Procurement Management Director may immediately terminate any Agreement/Contract as a result of this solicitation for emergency purposes, as defined by the Lee County Procurement Ordinance 18-22.

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

25.6.4. The County reserves the right to terminate award or contract following any of the below for goods or services over \$1,000,000:

25.6.4.1. Contractor is found to have submitted a false certification as provided under FL § 287.135 (5);

25.6.4.2. Contractor has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (FL §215.473);

25.6.4.3. Contractor has engaged in business operations in Cuba or Syria (FL § 215.471);

25.6.4.4. Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel. (FL § 215.4725)

25.6.4.5. The County reserves the right to review, on a case-by-case basis, and waive this stipulation if it is deemed to advantageous to the County.

26. WAIVER OF CLAIMS

26.1. Once this contract expires, or final payment has been requested and made, the awarded bidder shall have waived any claims against the County concerning this contract. After that period, the County will consider the bidder to have waived any right to claims against the County concerning this Agreement/Contract.

27. LEE COUNTY PAYMENT PROCEDURES

27.1. Unless otherwise noted, all vendors are requested to mail an original invoice to:

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

27.2. All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specifications for this project.

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

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

28. SAFETY DATA SHEETS (SDS) (as applicable)

28.1. It is the vendor's responsibility to provide Lee County with Safety Data Sheets on bid materials, as may apply to this procurement.

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29. DEBRIS DISPOSAL (as applicable)

- 29.1. Unless otherwise stated, the bidder shall be fully responsible for the lawful removal and disposal of any materials, debris, garbage, vehicles or other such items which would interfere with the undertaking and completion of the project. There shall not be an increase in time or price associated with such removal.

30. SHIPPING (as applicable)

- 30.1. Cost of all shipping to the site, including any inside delivery charges and all unusual storage requirements shall be borne by the bidder unless otherwise agreed upon in writing prior to service. It shall be the bidders responsibility to make appropriate arrangements, and to coordinate with authorized personnel at the site, for proper acceptance, handling, protection and storage (if available) of equipment and material delivered. All pricing to be F.O. B. destination.
- 30.2. The materials and/or services delivered under the bid shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

31. INSURANCE (AS APPLICABLE)

- 31.1. Insurance shall be provided by the awarded bidder/vendor. Prior to execution of the Agreement/Contract a certificate of insurance (COI) complying with the bid documents shall be provided by the bidder/vendor.

End of Terms and Conditions Section

Attachment B

INSURANCE GUIDE



Lee County Insurance Requirements
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Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

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

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

\$1,000,000 combined single limit (CSL); or
 \$500,000 bodily injury per person
 \$1,000,000 bodily injury per accident
 \$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident
 \$500,000 disease limit
 \$500,000 disease – policy limit

**The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*

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Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
 - a. The certificate holder shall read as follows:

Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902
 - b. *“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials”* will be named as an **“Additional Insured”** on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

1. An appropriate **“Indemnification”** clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

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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 The Vendor shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an "as needed basis" for one (1) three-year (3) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.

2. BASIS OF AWARD

2.1 The basis of award shall be determined by the **Highest Percentage Discount** Below/Off "Dealer Invoice W/Holdback Price" (Item 1 of Bid Schedule) Column of the Ford Proprietary PRICE LIST of the most responsive, responsible, and qualified Vendor meeting all bid specifications.

2.1.1 Vendors should complete the attached forms as instructed herein. New vehicle prices will be given as a percentage discount below/off the "Dealer Invoice W/Holdback Price" column, as shown on the Ford Proprietary PRICE LIST. This percentage discount below/off the "Dealer Invoice W/Holdback Price" column shall apply to the base price, freight, and all factory production options. The County shall participate in all fleet or price incentives or rebates available to the Vendor in addition to the percentage discount below/off the "Dealer Invoice W/Holdback Price" column, as shown on the Ford Proprietary PRICE LIST.

2.1.2 All vehicles purchased under this contract shall include as part of the base vehicle price: vehicle preparation costs, delivery, three complete sets of keys, vehicle title, vehicle registration, and a new County license plate. The Vendor shall take these factors into consideration when submitting final contracted percentage discount below/off "Dealer Invoice W/Holdback".

2.1.3 One (1) Vendor from all responsive Ford Motor Company dealers shall be awarded this Contract. Since fleet incentives or rebates will be consistent from dealer to dealer (same manufacturer), the award will be based on the response with the greatest/highest percentage discount off the "Dealer Invoice W/Holdback Price" column of the Ford Proprietary PRICE LIST.

2.1.4 OPTION A: DEALER INSTALLED OPTIONS

2.1.4.1 Vendor must provide a percentage markup above "actual invoice" for any dealer installed options to be performed by Vendor or Vendor selected sub-contractor. Although not part of Basis of Award determination, Vendor shall provide percentage for Option A in order to be considered for award and such shall become part of Vendor Contract.

2.1.4.2 Option A shall cover dealer installed options which may include, but are not limited: to strobe lights, bed liners, utility bodies, cranes, service manuals, and parts manuals. See Attachment "A" for the approved list of dealer installed option manufacturers (only manufacturers on this list will be accepted). The Division of Fleet Management will provide the Vendor with updated lists of approved manufacturers for dealer installed options as needed throughout the Contract period. The Vendor shall also handle any and all warranty claims for the dealer installed items and any accessories added to the vehicle(s). These warranty claims will be handled as quickly as possible to minimize downtime to the County. It will be the responsibility of the Vendor to pick up and deliver the equipment for all warranty repairs and issues.

2.1.4.3 Vendor shall provide copies of actual invoices as backup to invoicing. Failure to provide proper supporting documents (actual invoices) for Option A services may delay Vendor payment for services.

End of Special Conditions Section

Attachment B

SCOPE OF WORK AND SPECIFICATIONS

1. GENERAL SCOPE OF WORK

- 1.1 The Lee County Board of County Commissioners seeks to contract with a qualified Vendor for the purchase of vehicles for County use from Ford Motor Company Division dealers. The vehicles to be purchased under this Agreement are automobiles, sport utility vehicles, passenger and light duty vans, light and medium duty trucks, and cab/chassis. While the County makes no guarantees to the actual quantities of any vehicle type, we can predict the majority of purchases are expected to be trucks.
- 1.2 These specifications are intended to provide the information by which the Vendor may understand the requirements of the County relative to furnishing and delivering fleet vehicles.

2. SPECIFICATION BOOKS

- 2.1 The Vendor shall, at no cost, supply Lee County Fleet Management with one (1) current set of specification books covering all models of Ford products at the beginning of each model year change. These specification books must include all specifications including, but not limited to, measurements, capacities, colors, types, model year changes, detailed specifications, etc.

3. ADDITIONAL DISCOUNTS AND/OR CONCESSIONS

- 3.1 The County shall receive any and all additional discounts and/or concessions available at the time of each purchase. These discounts/concessions will be in addition to the percentage quoted under the "Basis of Award" (therefore, they will not be factored into the award process of this bid). All paperwork associated with these discounts/concessions must be sent to Lee County Fleet Management at the beginning/change of each model year or as they become available to the Dealership. In the space provided on Attachment B, please explain how you will pass these discounts/concessions on to Lee County Fleet Management on a per model basis.

4. STATE CONTRACT/SHERIFF'S ASSOCIATION/OTHER CONTRACTS

- 4.1 The County reserves the right to purchase any of the items associated with this Agreement from other contracts offered to the County; if the prices are lower and/or it is deemed in the best interest of the County to do so. The Vendor, at the sole discretion and request of Lee County Fleet Management, may be allowed to match these contracted prices.

5. PRE-DELIVERY

- 5.1 The Vendor shall be responsible for delivering vehicles that are new and unused, properly serviced, clean, and in first class operating condition. Pre-delivery service, at a minimum, shall include the following:
 - 5.1.1 Complete lubrication and check all fluid levels to assure proper fill.
 - 5.1.2 Adjustment of engine to proper operating condition.
 - 5.1.3 Inflate tires to proper pressure.
 - 5.1.4 Check for proper operation of all accessories, gauges, lights, mechanical and hydraulic features.
 - 5.1.5 Cleaning of vehicle, if necessary, and removal of all unnecessary tags, stickers, papers, etc. Remove window sticker and tum in with the delivery paperwork.
 - 5.1.6 Overall check for safe operating condition
 - 5.1.7 All fuel tanks on each new vehicle will come with a full tank of fuel.
 - 5.1.8 All new vehicles will come with three (3) complete sets of keys, including keys for any accessories such as: tool boxes, utility boxes, etc.
 - 5.1.8.1 The Vendor understands that the Agreement covers a complete, fully operative unit, as specified by the purchase order and enclosures, including the mounting of all attachments and connections to the chassis.

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6. CONDITIONS & DELIVERY

- 6.1 All units must contain a full tank of fuel as indicated by the vehicle's fuel gauge at the time of delivery.
- 6.2 If a vehicle is delivered with more than 250 miles but less than 500 miles as indicated by the vehicle's odometer, the vendor shall be assessed \$0.575 (IRS rate) cents per mile for all miles over 250. Vehicles with 500 miles or more as indicated by the vehicle's odometer may not be accepted.
- 6.3 All vehicles shall be delivered to the Lee County's Division of Fleet Management located at 2955 Van Buren Street, Fort Myers, Florida 33916. Vendor must contact the Shop Superintendent or designee at (239) 533-5338 at least twenty-four (24) hours prior to delivery. Deliveries can be made Monday - Friday between the hours of 7:15 AM and 3:15 PM.
- 6.4 Delivery does not constitute acceptance. Acceptance and authorization of payment will be given only after a thorough inspection indicates that the vehicle meets specifications and conditions listed herein.
 - 6.4.1 Vehicles shall be delivered with each of the following documents satisfactorily completed:
 - 6.4.1.1 Temporary license plate.
 - 6.4.1.2 Owner and/or operator manual(s).
 - 6.4.1.3 Warranty certifications, including rust proofing, if applicable.
 - 6.4.1.4 Copy of pre-delivery service report.
 - 6.4.1.5 Window price sticker.
 - 6.4.1.6 All vehicles shall be equipped with all standard equipment as specified by the manufacturer for this model. All vehicles shall comply with the EPA Emission Standards, and all Motor Vehicle Safety Standards as established by the U.S. Department of Transportation regarding the manufacture of motor vehicles, and OSHA standards CFR 29 1910/1926.

7. TITLE, REGISTRATION, AND PLATES

- 7.1 All vehicles delivered under this contract shall be titled and registered by the Vendor in accordance with Florida Statutes Chapters 319 and 320. Vendor shall send any necessary form(s), which must be signed by an authorized representative of the Lee County Board of County Commissioners, with the vehicle upon delivery.
- 7.2 Vendor shall obtain necessary signature(s) and complete the titling and registration process for the County and return a county plate within twenty-five (25) calendar days of delivery of vehicle. Vendor shall include all fees involved in the title application, registration, and obtaining new plates in the "Dealer Invoice W/Holdback Price" for each vehicle.

NOTE: The Lee County Board of County Commission is self-insured, therefore, a "Proof of Insurance" form is not required.

8. INVOICING:

- 8.1 Vendor shall submit "Ford Proprietary PRICE LIST" documentation indicating all discount percentages including discount off Ford Proprietary PRICE LIST, any markup from Option A items, and any additional concessions.
 - 8.1.1 Documentation should be submitted prior to order being delivered and be included with all invoicing for completed/accepted deliveries.

9. INTRODUCTION OF NEW YEAR MODEL:

- 9.1 The Vendor shall notify the County Fleet Director of the order cutoff date for each year model and the anticipated release of a new, year model. Failure to do so shall result in the Vendor filling any and all orders against the resulting Agreement at pricing for the previous model year. The Vendor shall provide no less than thirty (30) calendar days' advance written notice to County Fleet Director.

Attachment B

ATTACHMENT A

List of Authorized Dealer Installed Option Manufacturers

1. Bedliners:
 - a. Duraliner
 - b. Rhino Linings
 - c. Line-X
2. Tool Boxes:
 - a. Delta
 - b. Dayton
 - c. United Welding
 - d. Jobox
3. Trailer Hitches:
 - a. Draw-Tite
 - b. Reese
4. Lift Gates:
 - a. Tommy Gate
5. Aluminum Dump Body Inserts:
 - a. Truck Craft
 - b. Ezdumper
6. Utility And Stake Bodies:
 - a. Omaha
 - b. Reading
 - c. Knapheide
7. Cranes:
 - a. Auto-Crane
 - b. Liftmoore
8. Dump And Flat Bed Dump Hoists:
 - a. Venco Conversion Hoists
9. Truck And Van Accessories:
 - a. Masterack
 - b. American Vans
 - c. Weatherguard

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FORMS DESCRIPTION & INSTRUCTIONS

INVITATION TO BID

This table provides a brief list, description, and instructions regarding the standard requested forms that should be submitted with all bids or proposals. This is not intended to be an all-inclusive list of forms required for your submission, but rather a guide to assist in completion of the County's standard forms.

<u>Form #</u>	<u>Title/Description</u>
---------------	--------------------------

1	<i>Solicitation Response Form</i>
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All signatures must be by a corporate authorized representative, witnessed, and corporate and/or notary seal (as applicable.) The corporate or mailing address must match the company information as it is listed with the Florida Department of State Division of Corporations. Attach a copy of the web-page(s) from <http://www.sunbiz.org> as certification of this required information. Sample attached for your reference.

Verify that all Addenda and tax identification number have been provided.

1a	<i>Bid/Proposal Form</i>
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This form is used to provide itemization of project cost. A more detailed "schedule of values" may be requested by the County.

*	<i>Business Relationship Disclosure Requirement</i>
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Sections 112.313(3) and 112.313(7), F.S., prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. If this **disclosure is applicable, the Bidder must request the form entitled "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS"** (Required by § 112.313(12)(b), F.S.) to be completed and **returned with the Solicitation Response. It is the Bidder's responsibility to request the form and disclose this relationship; failure to do so may result in being declared non-responsive.**

NOTICE: UNDER THE PROVISIONS OF § 112.317, F.S., A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR, AND MAY BE PUNISHED BY, ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.00.

2	<i>Affidavit Certification Immigration Laws</i>
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Submission of this form constitutes acknowledgement that the Bidder is in compliance in regard to all applicable immigration laws.

3	<i>Reference Survey</i>
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Provide this form to reference respondents. **For Bids, this form will be requested from the apparent low Bidder prior to the award. (not required to submit with bid)**

- Section 1:** Bidder/Proposer to complete with reference respondent's information prior to providing to them for their response. (This is **not** the Bidder/Proposer's information.)
- Section 2:** Enter the name of the Bidder/Proposer; provide the project information in which the reference respondent is to provide a response.
- The reference respondent should complete "**Section 3.**"
- Section 4:** The reference respondent to print and sign name
- Three (3) Reference responses** are to be provided upon request.
- Failure to obtain reference surveys may make your company non-responsive.

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4 *Negligence or Breach of Contract Disclosure Form*

The form may be used to disclose negligence or breach of contract litigation that your company may have been a part of over the past ten (10) years. You may need to duplicate this form to list all history. If the Bidder has more than ten (10) lawsuits, you may narrow them to litigation of the company or subsidiary submitting the Solicitation Response. Include, at a minimum, litigation for similar projects completed in the State of Florida. Final outcome should include in whose favor the litigation was settled and whether a monetary amount was awarded. The settlement amount may remain anonymous.

If you have **no litigation**, enter **“None”** in the first **“type of incident”** block of the form. Please do not write N/A on this form.

5 *Affidavit - Principal Place of Business*

Certifies Bidder’s location information.

6 *Sub-Contractor/Consultant List*

To be completed and returned when sub-contractors/consultants are to be utilized and are known at the time of the submission.

7 *Public Entity Crime Form*

Any person or affiliate, as defined by statute, who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a Bid on a Contract to provide any goods or services to the County; may not submit a Bid on a contract with the County for the construction or repair of a public building or a public work; may not submit Bids or leases of real property to the County; may not be Awarded or perform Work as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

* *Bid/Proposal Label*

Self-explanatory. Please affix to the outside of the sealed submission documents.

* *Include any licenses or certifications requested*

Local Business Tax Account (as applicable) issued by City and/or County entity. This is necessary for all Florida vendors.

It is the Bidder’s responsibility to ensure the Solicitation Response is mailed or delivered in time to be received no later than the specified opening date and time. (If Solicitation is not received prior to the deadline, it cannot be considered or accepted)

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Form 1 – Solicitation Response Form

V09/12/2016



LEE COUNTY PROCUREMENT MANAGEMENT SOLICITATION RESPONSE FORM

Date Submitted: _____ Bid Due Date: 11/3/2020

SOLICITATION IDENTIFICATION: B200417BAG

SOLICITATION NAME: Ford Automobiles, Sport Utility Vehicles, Passenger & Light Duty Vans

COMPANY NAME: _____

NAME & TITLE: (TYPED OR PRINTED) _____

BUSINESS ADDRESS: (PHYSICAL) _____

CORPORATE OR MAILING ADDRESS: _____

SAME AS PHYSICAL

ADDRESS MUST MATCH SUNBIZ.ORG _____

E-MAIL ADDRESS: _____

PHONE NUMBER: _____ FAX _____

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

By responding to this sealed solicitation, the Bidder/Proposer makes all representations required by the instructions and further warrants and represents that: Bidder/Proposer has examined copies of all the solicitation documents and of the following addenda:

No. _____ Dated: _____	No. _____ Dated: _____	No. _____ Dated: _____
No. _____ Dated: _____	No. _____ Dated: _____	No. _____ Dated: _____

Tax Payer Identification Number: _____

(1) Employer Identification Number -OR- (2) Social Security Number:

*** Lee County collects your social security number for tax reporting purposes only*

Please submit a copy of your registration from the website www.sunbiz.org establishing your firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the *Florida Department of State, Division of Corporations. (a sample is attached for your reference)*

1 **Collusion Statement:** Lee County, Florida The undersigned, as Bidder/Proposer, hereby declares that no person or other persons, other than the undersigned, are interested in this solicitation as Principal, and that this solicitation is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby bid/propose and agree to furnish this service according to the requirements set out in the solicitation documents, specifications or scope of work for said service for the prices as listed on the county provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.

2 **Scrutinized Companies Certification:**
Section 287.135, FL §, "Prohibition against contracting with scrutinized companies." Prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, Scrutinized Companies that Boycott Israel List, have been engaged in a boycott of Israel, or been engaged in business operations in Cuba or Syria. The County reserves the right to review, on a case-by-case basis, and waive this stipulation if it is deemed to advantageous to the County.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above is in compliance with Section 287.135, FL §. I understand that submission of a false certification may subject company to contract termination, civil penalties, attorney's fees, and/or costs.

Attachment B

VER 08-20-2020

Form#1 – Solicitation Form, Page 2

3 Business Relationship Disclosure Requirement: Sections 112.313(3) and 112.313(7), FL §, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL §, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), FL § (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

If this disclosure is applicable request form "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12)(b), FL § (1983)) to be completed and returned with solicitation response. It is the bidder/proposer's responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.

Business Relationship Applicable (request form) **Business Relationship NOT Applicable**

4 Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) **Yes** **No**
 Proposer? If yes, please attach a current certificate.

ALL SUBMISSIONS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE BIDDER/PROPOSER. WITNESSED AND SEALED (AS APPLICABLE)

 Company Name (Name printed or typed)



(Affix Corporate Seal, as applicable)

 Authorized Representative Name (printed or typed)

 Authorized Representative's Title (printed or typed)

 Witnessed/Attested by: (Witness/Secretary name and title printed or typed)

 Authorized Representative's Signature

 Witness/Secretary Signature

Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the submission being declared non-responsive by the County.

Detail by Entity Name
Florida Profit Corporation
 Bill's Widget Corporation

Filing Information
 Document Number 655555
 FB/EIN Number 511111111
 Date Filed 09/22/1980
 State FL
 Status ACTIVE
 Last Event AMENDED AND RESTATED ARTICLES
 Event Date Filed 07/25/2006
 Event Effective Date NONE

Principal Address Verify either Principal or Mailing address is on Form 1
 555 N Main Street
 Your Town, USA 99999
 Changed 02/11/2012

Mailing Address
 555 N Main Street
 MYour Town, USA 99999
 Changed 02/11/2012

Registered Agent Name & Address
 My Registered Agent
 111 Registration Road
 Registration, USA 99999
 Name Changed: 12/14/2006
 Address Changed: 12/14/2006

Officer/Director Detail

Name & Address

Title P
 President, First
 555 AVENUE
 Anytown, USA 99999

Title V
 President, Second
 555 AVENUE
 Anytown, USA 99999

IMPORTANT:
 For corporations, ALL documents must be signed by the president of the company or an authorized individual. For any individual other than the president, we will need one of the following to confirm their authority to sign:
 1. a corporate resolution by the Board of Directors, or
 2. an extract of minutes, or
 3. an extract of Vote by the Board of Directors
 If the company's articles of incorporation identify additional positions that have the power to bind the corporation, we will accept the articles of incorporation with verification from the president that a certain individual serves in that role (e.g., the president confirms that John Doe is the CEO, and the articles of incorporation provide that the CEO has the power to bind the company).
 With respect to an LLC, the authority to bind a limited liability company is controlled by Florida Statutes. Managers or managing members have inherent authority to bind an LLC.
 If the president of a corporation or a manager/managing member of an LLC delegates their authority, such delegation must be sent to us on company letterhead with the President's or manager's/managing member's original, wet signature.

v01/03/2018

Sample Only

Attachment B

VER 08-20-2020

Form 1a – Bid/Proposal Form



PROCUREMENT MANAGEMENT DEPARTMENT BID/PROPOSAL FORM

**COMPANY
NAME:** _____

**SOLICITATION:
ON:** **B200417BAG Ford Automobiles, Sport Utility Vehicles, Passenger & Light Duty Vans**

Having carefully examined the Contract Documents, Contractor/Vendor proposes to furnish the following which meeting these specifications.

PRICING

Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified in the Contract Documents. All Unit Prices will be bid at the nearest whole penny.

In the event there is a discrepancy between a subtotal or total amount and the unit prices and extended amounts, the unit prices will prevail and the corrected extension(s) and total(s) will be considered the price.

The County will only accept bids submitted on bid forms provided by the County. Bids submitted on other forms, other than those provided by the County, will be deemed non-responsive and ineligible for award.

Ford Automobiles, Sport Utility Vehicles, Passenger & Light Duty Vans

Item	Description
1	Percentage Discount Below/Off “Dealer Invoice W/Holdback Price” Column of the Ford Proprietary PRICE LIST: _____%
2	Option A: DEALER INSTALL OPTIONS Percentage Markup Above “Actual Invoice” of Dealer Installed Options Performed by Vendor or Vendor selected Sub- Contractor _____%

Attachment B

VER 08-20-2020

Form 2 – Affidavit Certification of Immigration Laws



AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: B200417BAG SOLICITATION NAME: Ford Automobiles, Sport Utility Vehicles, Passenger & Light Duty Vans

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

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

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

Company Name: _____

Signature	Title	Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me, by means of physical presence or online notarization, this _____ day of _____ 20____, by _____ who has produced
(Print or Type Name)

_____ as identification.
(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

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

Attachment B

VER 08-20-2020

Form 3 Reference Survey

Lee County Procurement Management Reference Survey

Reference surveys submitted can be a maximum of twelve (12) months old. If using a previous reference, Proposers must clearly identify the project name and number the reference is being submitted for.

Project Name & Number: _____

Section 1 Reference Respondent Information	Please return completed form to:
FROM: _____	Bidder/Proposer: _____
COMPANY: _____	Due Date: _____
PHONE #: _____	Total # Pages: 1
FAX #: _____	Phone #: _____ Fax #: _____
EMAIL: _____	Bidder/Proposer E-Mail: _____

Section 2	Enter Bidder/Proposer Information , as applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)		
Bidder/Proposer Name:	_____		
Reference Project Name:	Project Address:	Project Cost:	_____
Summarize Scope:	_____	_____	_____

You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.

Section 3	Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?	
2. Were any problems encountered with the company's work performance?	
3. Were any change orders or contract amendments issued, other than owner initiated?	
4. Was the job completed on time?	
5. Was the job completed within budget?	
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)	
7. If the opportunity were to present itself, would you rehire this company?	
8. Please provide any additional comments pertinent to this company and the work performed for you: 	

Section 4 Please submit non-Lee County employees as references

Reference Name (Print Name)

Reference Signature

Attachment B

VER 08-20-2020

Form 4 - Negligence or Breach of Contract Disclosure Form

REVISED 09/12/2016



ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM

Please fill in the form below. Provide each incident in regard to alleged negligence or breach of contract that has occurred over the past 10 years. Please complete in chronological order with the most recent incident on starting on page 1.

Company Name: _____

Type of Incident <i>Alleged Negligence or Breach of Contract</i>	Incident Date And Date Filed	Plaintiff <i>(Who took action against your company)</i>	Case Number	Court <i>County/State</i>	Project	Claim Reason <i>(initial circumstances)</i>	Final Outcome <i>(who prevailed)</i>

Make as many copies of this sheet as necessary in order to **provide a 10 year history** of the requested information. If there is no action pending or action taken in the last 10 years, complete the **company name and write "NONE" in the first "Type of Incident" box** of this page and return with your submission package. This form should also include the primary partners listed in your submission. Do not include litigation with your company as the plaintiff. Final outcome should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous. **Please do not modify this form (expansion of spacing allowed) or submit your own variation.**

Page Number: _____ Of _____ Total pages
 Update the page number to reflect the current page and the total number of pages. Example: Page 3, of 5 total submitted pages of this form.

Attachment B

VER 08-20-2020

Form 5 - Affidavit Principal Place of Business



LEE COUNTY

SOUTHWEST FLORIDA

AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

Instructions: Please complete all information that is applicable to your firm

Company Name: _____

Printed name of authorized signer _____

Title _____

⇒ _____
Authorized Signature

_____ Date

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

The foregoing instrument was signed and acknowledged before me, by means of physical presence or online notarization, this _____ day of _____ 20____, by _____ who has produced
(Print or Type Name)

_____ as identification.
(Type of Identification and Number)

Notary:
State of _____
County of _____

⇒ _____
Notary Public Signature

_____ Notary Commission Number and expiration

1. Principal place of business is located within the boundaries of: _____ Lee County
_____ Collier County
_____ Non-Local

Local Business Tax License # _____

2. Address of Principal Place of Business: _____

3. Number of years at this location _____ years

4. Have you provided goods or services to Lee County on a regular basis within the past 3 consecutive years
_____ Yes* _____ No *If yes, attach contractual history for past 3 consecutive years

5. Number of available employees for this contract _____

6. Does your company have a Drug Free Workplace Policy _____ Yes _____ No

Attachment B

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to _____
(Print name of the public entity)

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

(If applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime:
or:
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm’s length Agreement/Contract, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. *(Please indicate which statement applies.)*

_____ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

Attachment B

Public Entity Crime Form

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me, by means of physical presence or online notarization, this ___ day of _____ 20___, by _____ who has produced
(Print or Type Name)

_____ as identification.
(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

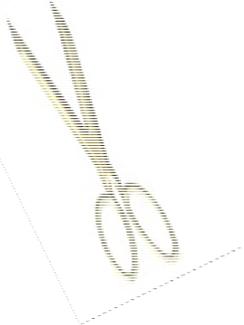
Attachment B

VER 08-20-2020

Sealed Bid Label

Cut along the outer border and affix this label to your sealed solicitation envelope to identify it as a "Sealed Bid".

SEALED BID DOCUMENTS • DO NOT OPEN	
BID No.:	B200417BAG
BID TITLE:	Ford Automobiles, Sport Utility Vehicles, Passenger & Light Duty Vans
DATE DUE:	Tuesday, November 3, 2020
TIME DUE:	Prior to: 2:30 PM
SUBMITTED BY:	_____ (Name of Company)
e-mail address	Telephone
DELIVER TO:	Lee County Procurement Management 2115 Second Street, 1st Floor Fort Myers, FL 33901



*Notice: the Date Due/Bid Due Date/Opening Date as stated on this label and other forms contained herein may have been updated via issuance of Addenda against this project. It is the sole responsibility of the Contractor/Vendor to monitor the County project webpage for any updates to the Date Due/Bid Due Date/Opening Date via Addenda. This label nor other original forms may not be updated. Contractor/Vendor may strike through and update Date Due/Bid Due Date/Opening Date at their discretion to match any updates to this date that have been published via Addenda.

Submission received after the time and date of the Date Due/Bid Due Date/Opening Date will not be accepted at the sole discretion of the County.

PLEASE PRINT CLEARLY

Attachment C



Lee County Procurement Management Division
2115 Second Street, 1st Floor
Fort Myers, FL 33901
Main Line: (239) 533-8881
Fax Line: (239) 485-8383
www.leegov.com/procurement

Bid Opening Tabulation

Bid Number: B200417BAG

Bid Title: Ford Automobiles, Sport Utility Vehicles, Passenger & Light Duty Vans

Opening Date: Tuesday, November 03, 2020

Opening Time: 2:30 PM

Opened By: Brooke Green

Title: Procurement Analyst

Verified By: Jake Bond

Attended Opening: See Sign In Sheet

	FIRM	COST
1	Bartow Ford Co.	4.269%
2	Sam Galloway Ford	3.415%
3		
4		
5		
6		
7		
8		
9		
10		

**** AWARD TO BE MADE AFTER STAFF RECOMMENDATION AND COUNTY COMMISSION APPROVAL AT A LATER DATE****

Attachment D



AGENDA ITEM REPORT

DATE: December 15, 2020
DEPARTMENT: Procurement Management
REQUESTER: Mary Tucker
TITLE: Award Contract for Ford Automobile Purchases

I. MOTION REQUESTED

- A) Award Invitation to Bid No. B200417BAG, Ford Automobiles, Sport Utility Vehicles, Passenger & Light Duty Vans to Sam Galloway Ford, Inc. for the purchase of vehicles for County use from Ford Motor Company Division of dealers, including sport utility vehicles, passenger and light duty vans, light and medium duty trucks, and cab/chassis on an as needed basis, for an initial term of three years, as approved in the departments' annual adopted budgets. Purchases in excess of \$100,000.00 will be presented to the Board for approval.
- B) Authorize the County Manager or Designee the authority to apply Local Vendor Preference of 3% to the award to Sam Galloway Ford, Inc.
- C) Authorize the Chair to execute the contract documents on behalf of the Board of County Commissioners.
- D) Grant the County Manager or designee the authority to renew the contract, for up to three years, and to execute all associated documents, as approved in the departments' annual adopted budgets, if doing so is in the best interest of Lee County, and there are no cost increases associated with the renewal.

II. ITEM SUMMARY

Awards a competitively solicited contract to Sam Galloway Ford, Inc. for the purchase of Ford automobiles, sport utility vehicles as well as passenger and light duty vans, on an as needed basis, for an initial term of three years, as approved in the departments' annual adopted budgets. The contract can be renewed up to three years, upon the agreement of both parties. Total expenditures for these services for Fiscal Year 19-20 were \$2,718,753.60. Sam Galloway Ford, Inc. provides the highest discount percentage, after application of the Local Vendor Preference of 3%, and was determined to be the most responsible and responsive bidder. Purchases in excess of \$100,000.00 will be presented to the Board for approval.

III. BACKGROUND AND IMPLICATIONS OF ACTION

A) Board Action and Other History

Procurement Management obtained bids for the project known as Invitation to Bid No. B200417BAG, Ford Automobiles, Sport Utility Vehicles, Passenger & Light Duty Vans. On the bid deadline of November 3, 2020, Procurement Management received two submittals. After conducting an analysis of the bid submissions, Sam Galloway Ford, Inc. was determined to be the most responsible and responsive bidder with the highest discount percentage, after application of the Local Vendor Preference of 3%.

Staff recommends awarding a contract to Sam Galloway Ford, Inc. for use on an as-needed basis for an initial three year period as approved in the departments' annual adopted budgets. Purchases in excess of \$100,000.00 will be presented to the Board for approval. The contract can be renewed up to three years, upon the agreement of both parties. Total expenditures for these services for Fiscal Year 19-20 were \$2,718,753.60.

B) Policy Issues

C) BoCC Goals

D) Analysis

E) Options

IV. FINANCIAL INFORMATION

A)	Current year dollar amount of item:	See comments below.
B)	Is this item approved in the current budget?	Yes
C)	Is this a revenue or expense item?	Expense
D)	Is this Discretionary or Mandatory?	Discretionary
E)	Will this item impact future budgets? If yes, please include reasons in III(D) above.	
F)	Fund: Program:	

Attachment D

	Project: Account Strings:	
G)	Fund Type?	Other: Vehicle Replacement
H)	Comments:	

V. RECOMMENDATION

Approve

VI. TIMING/IMPLEMENTATION

VII. FOLLOW UP

ATTACHMENTS:

Description	Upload Date	Type
VENDOR EXECUTED RFP200327BAG from Galloway Ford	12/8/2020	Agreement

Attachment E

B200417BAG
Ford Automobiles, Sport Utility Vehicles, Passenger & Light Duty Vans
Sam Galloway Ford, Inc.

E1 Contract # n/A
Board Approval Date: 12-15-2020

AGREEMENT FOR FORD AUTOMOBILES, SPORT UTILITY VEHICLES, PASSENGER & LIGHT DUTY VANS

THIS AGREEMENT ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Sam Galloway Ford, Inc., a Florida corporation, whose address is 1800 Boy Scout Dr., Ft. Myers, Florida 33907, and whose federal tax identification number is 59-0329880, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase Ford automobiles, sport utility vehicles, passenger & light duty vans from the Vendor in connection with "Ford Automobiles, Sport Utility Vehicles, Passenger & Light Duty Vans" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B200417BAG on October 2, 2020 (the "Solicitation"); and,

WHEREAS, the County evaluated the responses received and found the Vendor qualified to provide the necessary products and services; and,

WHEREAS, the County posted a Notice of Intended Decision on December 1, 2020; and,

WHEREAS, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

NOW, THEREFORE, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase, a more specific description of the Project Scope of Services is set forth in Sections 1-9, Scope of Work and Specifications of B200417BAG, a photocopy of said sections being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. B200417BAG, as modified by its Addendum, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement.

II. TERM AND DELIVERY

A. This Agreement shall commence immediately upon the effective date and shall continue services on an "as needed basis" for one (1), three (3) year

Attachment E

period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest. The effective date shall be the date the Lee County Board of County Commissioners awarded the Solicitation to the Vendor.

- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and County may elect to request no products or services. If the County authorizes delivery of products or performance of services, the County reserves the right to amend, reduce, or cancel the authorization in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

Attachment E

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.
- B. The Vendor shall submit an invoice for payment to the County on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B), that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.
- B. This section shall survive the termination or expiration of this Agreement.

Attachment E

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of "B or better." - No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

Attachment E

- 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
- 2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, PRRCustodian@leegov.com; <http://www.leegov.com/publicrecords>.

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.
- F. The Vendor shall comply with the Vendor Background Screening Affidavit attached hereto and incorporated herein as Exhibit D.

Attachment E

IX. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. If the services provided require use of specific key personnel, the personnel shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the County's written approval before said changes or substitution can become effective.
- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XII. TERMINATION

- A. The County shall have the right at any time upon thirty (30) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub-

Attachment E

contracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

XIV. VENDOR WARRANTY

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit B) and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship

Attachment E

or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.

- C. Vendor shall secure from the applicable third party manufacturers, and assign and pass through to the County, at no additional cost to the County, such warranties as may be available with respect to the equipment, parts and systems provided through the Purchase.

XV. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

Attachment E

- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday
- I. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:	County's Representatives:																														
<table border="0" style="width: 100%;"> <tr> <td style="width: 15%;">Name:</td> <td style="border-bottom: 1px solid black;">Robert Gran</td> </tr> <tr> <td>Title:</td> <td style="border-bottom: 1px solid black;">Fleet Manager</td> </tr> <tr> <td>Address:</td> <td style="border-bottom: 1px solid black;">1800 Boy Scout Drive Fort Myers, FL 33907</td> </tr> <tr> <td>Telephone:</td> <td style="border-bottom: 1px solid black;">239-936-2193</td> </tr> <tr> <td>Facsimile:</td> <td style="border-bottom: 1px solid black;">239-274-2354</td> </tr> <tr> <td>E-mail:</td> <td style="border-bottom: 1px solid black;">rgran@gallowayauto.com</td> </tr> </table>	Name:	Robert Gran	Title:	Fleet Manager	Address:	1800 Boy Scout Drive Fort Myers, FL 33907	Telephone:	239-936-2193	Facsimile:	239-274-2354	E-mail:	rgran@gallowayauto.com	<table border="0" style="width: 100%;"> <tr> <td style="width: 15%;">Names:</td> <td style="border-bottom: 1px solid black;">Roger Desjarlais</td> <td style="border-bottom: 1px solid black;">Mary Tucker</td> </tr> <tr> <td>Titles:</td> <td style="border-bottom: 1px solid black;">County Manager</td> <td style="border-bottom: 1px solid black;">Director of Procurement Management</td> </tr> <tr> <td>Address:</td> <td colspan="2" style="border-bottom: 1px solid black;">P.O. Box 398 Fort Myers, FL 33902</td> </tr> <tr> <td>Telephone:</td> <td style="border-bottom: 1px solid black;">239-533-2221</td> <td style="border-bottom: 1px solid black;">239-533-8881</td> </tr> <tr> <td>Facsimile:</td> <td style="border-bottom: 1px solid black;">239-485-2262</td> <td style="border-bottom: 1px solid black;">239-485-8383</td> </tr> <tr> <td>E-Mail:</td> <td style="border-bottom: 1px solid black;">rdesjarlais@leegov.com</td> <td style="border-bottom: 1px solid black;">mtucker@leegov.com</td> </tr> </table>	Names:	Roger Desjarlais	Mary Tucker	Titles:	County Manager	Director of Procurement Management	Address:	P.O. Box 398 Fort Myers, FL 33902		Telephone:	239-533-2221	239-533-8881	Facsimile:	239-485-2262	239-485-8383	E-Mail:	rdesjarlais@leegov.com	mtucker@leegov.com
Name:	Robert Gran																														
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- J. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:

Attachment E

1. Agreement
2. County's Purchase Order
3. Solicitation
4. Vendor's Submittal in Response to the Solicitation

[The remainder of this page intentionally left blank.]

Attachment E

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

Signed By:

Print Name:

[Signature]
Roseanne Galloway

SAM GALLOWAY FORD, INC.

Signed By:

Print Name:

Title:

Date:

[Signature]
Katherine G. Dougherty
Vice President
12-07-2020

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY:

DATE:

[Signature]
CHAIR
1-14-21

ATTEST: **LINDA DOGGETT**
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY:

[Signature]
DEPUTY CLERK

Commissioner Cecil L. Pendergrass
Lee County Board of County Commissioners
District 2

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

BY:

[Signature]
OFFICE OF THE COUNTY ATTORNEY



Attachment E

EXHIBIT A SCOPE OF WORK AND SPECIFICATIONS

1. GENERAL SCOPE OF WORK

- 1.1 The Lee County Board of County Commissioners seeks to contract with a qualified Vendor for the purchase of vehicles for County use from Ford Motor Company Division dealers. The vehicles to be purchased under this Agreement are automobiles, sport utility vehicles, passenger and light duty vans, light and medium duty trucks, and cab/chassis. While the County makes no guarantees to the actual quantities of any vehicle type, we can predict the majority of purchases are expected to be trucks.
- 1.2 These specifications are intended to provide the information by which the Vendor may understand the requirements of the County relative to furnishing and delivering fleet vehicles.

2. SPECIFICATION BOOKS

- 2.1 The Vendor shall, at no cost, supply Lee County Fleet Management with one (1) current set of specification books covering all models of Ford products at the beginning of each model year change. These specification books must include all specifications including, but not limited to, measurements, capacities, colors, types, model year changes, detailed specifications, etc.

3. ADDITIONAL DISCOUNTS AND/OR CONCESSIONS

- 3.1 The County shall receive any and all additional discounts and/or concessions available at the time of each purchase. These discounts/concessions will be in addition to the percentage quoted under the "Basis of Award" (therefore, they will not be factored into the award process of this bid). All paperwork associated with these discounts/concessions must be sent to Lee County Fleet Management at the beginning/change of each model year or as they become available to the Dealership. In the space provided on Attachment B, please explain how you will pass these discounts/concessions on to Lee County Fleet Management on a per model basis.

4. STATE CONTRACT/SHERIFF'S ASSOCIATION/OTHER CONTRACTS

- 4.1 The County reserves the right to purchase any of the items associated with this Agreement from other contracts offered to the County; if the prices are lower and/or it is deemed in the best interest of the County to do so. The Vendor, at the sole discretion and request of Lee County Fleet Management, may be allowed to match these contracted prices.

5. PRE-DELIVERY

- 5.1 The Vendor shall be responsible for delivering vehicles that are new and unused, properly serviced, clean, and in first class operating condition. Pre-delivery service, at a minimum, shall include the following:
 - 5.1.1 Complete lubrication and check all fluid levels to assure proper fill.
 - 5.1.2 Adjustment of engine to proper operating condition.
 - 5.1.3 Inflate tires to proper pressure.
 - 5.1.4 Check for proper operation of all accessories, gauges, lights, mechanical and hydraulic features.
 - 5.1.5 Cleaning of vehicle, if necessary, and removal of all unnecessary tags, stickers, papers, etc. Remove window sticker and turn in with the delivery paperwork.
 - 5.1.6 Overall check for safe operating condition
 - 5.1.7 All fuel tanks on each new vehicle will come with a full tank of fuel.
 - 5.1.8 All new vehicles will come with three (3) complete sets of keys, including keys for any accessories such as: tool boxes, utility boxes, etc.
 - 5.1.8.1 The Vendor understands that the Agreement covers a complete, fully operative unit, as specified by the purchase order and enclosures, including the mounting of all attachments and connections to the chassis.

Attachment E

6. CONDITIONS & DELIVERY

- 6.1 All units must contain a full tank of fuel as indicated by the vehicle's fuel gauge at the time of delivery.
- 6.2 If a vehicle is delivered with more than 250 miles but less than 500 miles as indicated by the vehicle's odometer, the vendor shall be assessed \$0.575 (IRS rate) cents per mile for all miles over 250. Vehicles with 500 miles or more as indicated by the vehicle's odometer may not be accepted.
- 6.3 All vehicles shall be delivered to the Lee County's Division of Fleet Management located at 2955 Van Buren Street, Fort Myers, Florida 33916. Vendor must contact the Shop Superintendent or designee at (239) 533-5338 at least twenty-four (24) hours prior to delivery. Deliveries can be made Monday - Friday between the hours of 7:15 AM and 3:15 PM.
- 6.4 Delivery does not constitute acceptance. Acceptance and authorization of payment will be given only after a thorough inspection indicates that the vehicle meets specifications and conditions listed herein.
 - 6.4.1 Vehicles shall be delivered with each of the following documents satisfactorily completed:
 - 6.4.1.1 Temporary license plate.
 - 6.4.1.2 Owner and/or operator manual(s).
 - 6.4.1.3 Warranty certifications, including rust proofing, if applicable.
 - 6.4.1.4 Copy of pre-delivery service report.
 - 6.4.1.5 Window price sticker.
 - 6.4.1.6 All vehicles shall be equipped with all standard equipment as specified by the manufacturer for this model. All vehicles shall comply with the EPA Emission Standards, and all Motor Vehicle Safety Standards as established by the U.S. Department of Transportation regarding the manufacture of motor vehicles, and OSHA standards CFR 29 1910/1926.

7. TITLE, REGISTRATION, AND PLATES

- 7.1 All vehicles delivered under this contract shall be titled and registered by the Vendor in accordance with Florida Statutes Chapters 319 and 320. Vendor shall send any necessary forms(s), which must be signed by an authorized representative of the Lee County Board of County Commissioners, with the vehicle upon delivery.
- 7.2 Vendor shall obtain necessary signature(s) and complete the titling and registration process for the County and return a county plate within twenty-five (25) calendar days of delivery of vehicle. Vendor shall include all fees involved in the title application, registration, and obtaining new plates in the "Dealer Invoice W/Holdback Price" for each vehicle.

NOTE: The Lee County Board of County Commission is self-insured, therefore, a "Proof of Insurance" form is not required.

8. INVOICING:

- 8.1 Vendor shall submit "Ford Proprietary PRICE LIST" documentation indicating all discount percentages including discount off Ford Proprietary PRICE LIST, any markup from Option A items, and any additional concessions.
 - 8.1.1 Documentation should be submitted prior to order being delivered and be included with all invoicing for completed/accepted deliveries.

9. INTRODUCTION OF NEW YEAR MODEL:

- 9.1 The Vendor shall notify the County Fleet Director of the order cutoff date for each year model and the anticipated release of a new, year model. Failure to do so shall result in the Vendor filling any and all orders against the resulting Agreement at pricing for the previous model year. The Vendor shall provide no less than thirty (30) calendar days' advance written notice to County Fleet Director.

Attachment E

ATTACHMENT A

List of Authorized Dealer Installed Option Manufacturers

1. Bedliners:
 - a. Duraliner
 - b. Rhino Linings
 - c. Line-X
2. Tool Boxes:
 - a. Delta
 - b. Dayton
 - c. United Welding
 - d. Jobox
3. Trailer Hitches:
 - a. Draw-Tite
 - b. Reese
4. Lift Gates:
 - a. Tommy Gate
5. Aluminum Dump Body Inserts:
 - a. Truck Craft
 - b. Ezdumper
6. Utility And Stake Bodies:
 - a. Omaha
 - b. Reading
 - c. Knapheide
7. Cranes:
 - a. Auto-Crane
 - b. Liftmoore
8. Dump And Flat Bed Dump Hoists:
 - a. Venco Conversion Hoists
9. Truck And Van Accessories:
 - a. Masterack
 - b. American Vans
 - c. Weatherguard

Attachment E

VS0 08-20-2020

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 The Vendor shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an "as needed basis" for one (1) three-year (3) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.

2. BASIS OF AWARD

2.1 The basis of award shall be determined by the Highest Percentage Discount Below/Off "Dealer Invoice W/Holdback Price" (Item 1 of Bid Schedule) Column of the Ford Proprietary PRICE LIST of the most responsive, responsible, and qualified Vendor meeting all bid specifications.

2.1.1 Vendors should complete the attached forms as instructed herein. New vehicle prices will be given as a percentage discount below/off the "Dealer Invoice W/Holdback Price" column, as shown on the Ford Proprietary PRICE LIST. This percentage discount below/off the "Dealer Invoice W/Holdback Price" column shall apply to the base price, freight, and all factory production options. The County shall participate in all fleet or price incentives or rebates available to the Vendor in addition to the percentage discount below/off the "Dealer Invoice W/Holdback Price" column, as shown on the Ford Proprietary PRICE LIST.

2.1.2 All vehicles purchased under this contract shall include as part of the base vehicle price: vehicle preparation costs, delivery, three complete sets of keys, vehicle title, vehicle registration, and a new County license plate. The Vendor shall take these factors into consideration when submitting final contracted percentage discount below/off "Dealer Invoice W/Holdback".

2.1.3 One (1) Vendor from all responsive Ford Motor Company dealers shall be awarded this Contract. Since fleet incentives or rebates will be consistent from dealer to dealer (same manufacturer), the award will be based on the response with the greatest/highest percentage discount off the "Dealer Invoice W/Holdback Price" column of the Ford Proprietary PRICE LIST.

2.1.4 OPTION A: DEALER INSTALLED OPTIONS

2.1.4.1 Vendor must provide a percentage markup above "actual invoice" for any dealer installed options to be performed by Vendor or Vendor selected sub-contractor. Although not part of Basis of Award determination, Vendor shall provide percentage for Option A in order to be considered for award and such shall become part of Vendor Contract.

2.1.4.2 Option A shall cover dealer installed options which may include, but are not limited to: strobe lights, bed liners, utility bodies, cranes, service manuals, and parts manuals. See Attachment "A" for the approved list of dealer installed option manufacturers (only manufacturers on this list will be accepted). The Division of Fleet Management will provide the Vendor with updated lists of approved manufacturers for dealer installed options as needed throughout the Contract period. The Vendor shall also handle any and all warranty claims for the dealer installed items and any accessories added to the vehicle(s). These warranty claims will be handled as quickly as possible to minimize downtime to the County. It will be the responsibility of the Vendor to pick up and deliver the equipment for all warranty repairs and issues.

2.1.4.3 Vendor shall provide copies of actual invoices as backup to invoicing. Failure to provide proper supporting documents (actual invoices) for Option A services may delay Vendor payment for services.

End of Special Conditions Section

Attachment E



Procurement Management Department
2115 Second Floor, 1st Floor
Fort Myers, FL 33901
Main Line: (239) 533-8881
Fax Line: (239) 485-8383
www.lee.gov/procurement

Posted Date: October 22, 2020

Solicitation No.: B200417BAG

Solicitation Name: Ford Automobiles, Sport Utility Vehicles, Passenger & Light Duty Vans

Subject: Addendum Number 1

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. QUESTIONS/ANSWERS

1.	In reference to the Sub-Contractor/ Consultant list. We only use Lee County approved contractors and/or vendors since we have the current contract. Do I need to list each individually, or can I just write in "same contractors as approved by Lee County"?
Answer	Please list any subcontractors individually if known.
2.	On the Affidavit Principal Place of Business form, the question asks if we provided services/goods to Lee Co. within the past 3 consecutive years and if so, attach contractual history. What documentation is required considering we have the current bid?
Answer	A list of projects or the current contract would be sufficient documentation.
3.	Finally, the basis of the bid award shall be determined by highest % discount below/off "Dealer Invoice W/holdback. Normally Government concession money is more than factory rebates and incentives. There is no mention of this in the contract, how does this factor in?
Answer	The County is expecting to receive the fleet vehicle concession discount offered by Ford Motor Company. In addition to the fleet concession, the County is looking to receive an additional percentage discount below/off the Dealer Invoice W/holdback price. See article 3.1 of the Scope of Work and Specifications as found on page 16.

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

Brooke Green

Brooke Green
Procurement Analyst Direct Line: 239-533-8848
Lee County Procurement Management

Attachment E

EXHIBIT B FEE SCHEDULE

<i>Ford Automobiles, Sport Utility Vehicles, Passenger & Light Duty Vans</i>	
Item	Description
1	Percentage Figure Below "Dealer Invoice W/Holdback Price" Column of the Ford Proprietary PRICE LIST: <u>3.415</u> %
2	Option A: DEALER INSTALL OPTIONS Percentage Figure Above "Actual Invoice" of Dealer Installed Options Performed by a Sub- Contractor <u>0</u> %

EXHIBIT C

INSURANCE REQUIREMENTS



Lee County Insurance Requirements

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

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

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

- \$1,000,000 combined single limit (CSL); or
 - \$500,000 bodily injury per person
 - \$1,000,000 bodily injury per accident
 - \$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

- \$500,000 per accident
 - \$500,000 disease limit
 - \$500,000 disease - policy limit

**The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*



Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

a. The certificate holder shall read as follows:

Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902

b. *“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials”* will be named as an “Additional Insured” on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

1. An appropriate “Indemnification” clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

EXHIBIT D

VENDOR BACKGROUND SCREENING AFFIDAVIT



VENDOR BACKGROUND SCREENING AFFIDAVIT

Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Vendor who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Vendor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit. I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Vendor will be solely responsible for complying with such legal requirements. Furthermore, the Vendor shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: 11-7-20

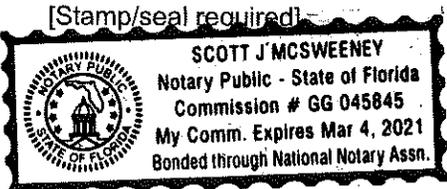
Signature [Handwritten Signature]

STATE OF FL
COUNTY OF LEE

Name/Title: Katherine G. Dougherty, V.P.

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of [X] physical presence or [] online notarization, this 7th day of December, 2020 by the above-named person and in their stated capacity, and is either personally known to me or who has produce the following as identification:

Signature, Notary Public [Handwritten Signature]



Attachment F



Kevin Ruane
District One

July 11, 2023

Cecil L. Pendergrass
District Two

Ray Sandelli
District Three

Brian Hamman
District Four

Mike Greenwell
District Five

Roger Desjarlais
County Manager

Richard Wesch
County Attorney

Donna Marie Collins
County Hearing Examiner

Mr. Robert Gran
Sam Galloway Ford, Inc.
1800 Boy Scout Drive
Fort Myers, FL 33902

SUBJECT: Renewal of Annual Contract No. B200417BAG
Ford Automobiles, Sport Utility Vehicles, Passenger & Light Duty Vans

Dear Mr. Gran:

This is to inform you that Lee County agrees to renew the above subject contract for an additional three (3) year period, from 12/15/23 through 12/14/26.

We are hereby extending the annual contract for an additional three-year period under the same terms and conditions as the original award.

If you have any questions regarding this letter, please contact me at (239) 533-8871.

Sincerely,

Kimberly Urban

Kimberly Urban
Contracts Analyst
Procurement Management Division

C: Project File

Attachment F



Kevin Ruane
District One

June 7, 2023

239-533-8871

Cecil L. Pendergrass
District Two

Mr. Robert Gran
Sam Galloway Ford, Inc.
1800 Boy Scout Drive
Fort Myers, FL 33902

Ray Sandelli
District Three

Brian Hamman
District Four

Mike Greenwell
District Five

Subject: Renewal of Annual Contract B200417BAG
Ford Automobiles, Sport Utility Vehicles, Passenger & Light Duty Vans

Roger Desjarlais
County Manager

Richard Wesch
County Attorney

Dear Mr. Gran

Donna Marie Collins
County Hearing Examiner

The above-referenced annual contract will expire on December 14, 2023, unless renewed. Lee County is requesting that this annual contract be renewed for an additional three-year period (12/15/23 – 12/14/26). Therefore, we are requesting that you choose one of the following options and return this letter to Lee County Procurement Management, Attn: Kimberly Urban, P.O. Box 398, Ft. Myers, FL 33902-0398, (Fax: 239-485-8383 or email kurban@leegov.com), within 15 calendar days from receipt. Failure to return by June 22, 2023, may, at the County's sole discretion, result in contract cancellation and/or rebid of solicitation.

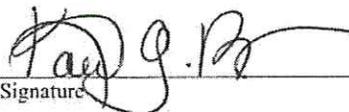
a. I want to continue performing under this annual contract for an additional three-year period under the same terms and conditions as agreed upon in the above-referenced quotation.

As a condition of this renewal, the vendor agrees to provide Lee County with an updated insurance certificate upon expiration of the original certificate on file with the County.

b. I am not interested in extending this contract for an additional three-year period. Why? _____

Vendor:

Lee County:



Signature



Signature of Authorized Official

Vice President

Title

Procurement Management Director

Title

06-19-23

Date

6-26-2023

Date