Solicitation 2019-004

Ground Power Unit

Solicitation Designation: Public

Collier County

Solicitation 2019-004
Ground Power Unit

Solicitation Number	2019-004
Solicitation Title	Ground Power Unit
Solicitation Start Date	Oct 16, 2018 9:13:37 PM EDT
Solicitation End Date	Oct 30, 2018 3:00:00 PM EDT
Question & Answer End Date	Oct 25, 2018 5:00:00 PM EDT
Solicitation Contact	Swain Hall 239-**252**-8935 Swainson.Hall@colliercountyfl.gov
Contract Duration	**One Time Purchase**
Contract Renewal	Not Applicable
Prices Good for	**180 days**
Solicitation Comments	The Collier County Airport Authority is requesting quotes for a Ground Power Unit 28.5V, FOB Naples, FL

Item Response Form

Item	**2019-004-01-01 -** Total Quote
Quantity	**1 each**
Unit Price	
Delivery Location	**Collier County** No Location Specified

Qty 1

Description
Total Quote

2019-004 Ground Power Unit

INSTRUCTIONS TO PROPOSERS

1.0 QUESTIONS

1.1 Direct questions related to this solicitation to the Collier County Procurement Services Division Online Bidding System website: https://www.bidsync.com/bidsync-cas/.

1.2 Proposers must clearly understand that the only official answer or position of the County will be the one stated on the Collier County Procurement Services Division Online Bidding System website. For general questions, please call the referenced Procurement Professional noted on the cover page.

2.0 COMPLIANCE WITH THE SOLICITATION

Proposals must be in strict compliance with this SOLICITATION. Failure to comply with all provisions of the SOLICITATION may result in disqualification.

3.0 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE SOLICITATION

It is the sole responsibility of the Proposer if they discover any ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, to immediately notify the Procurement Strategist, noted herein, of such error in writing and request modification or clarification of the document prior to submitting the proposal. The Procurement Strategist will make modifications by issuing a written revision and will give written notice to all parties who have received this SOLICITATION from the Procurement Services Division.

4.0 PROPOSALS AND PRESENTATIONS

The County will not be liable in any way for any costs incurred by any Proposer in the preparation of its proposal in response to this SOLICITATION, nor for the presentation of its proposal and/or participation in any discussions, negotiations.

5.0 DELIVERY OF PROPOSALS

All proposals are to be submitted by the due date and Naples local time, on the Collier County Procurement Services Division Online Bidding System website: https://www.bidsync.com/bidsync-cas/.

6.0 VALIDITY OF PROPOSALS

No proposal can be withdrawn after it is opened unless the Proposer makes their request in writing to the County. All proposals shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

7.0 RESERVED RIGHTS

Collier County reserves its right in any solicitation to accept or reject any or all bids, proposals or offers; to waive minor irregularities and technicalities; or to request resubmission. Also, Collier County reserves the right to accept all or any part of any bid, proposal, or offer, and to increase or decrease quantities to meet the additional or reduced requirements of Collier County. Collier County reserves its right to cancel, extend or modify any or all bids, proposals or offers; to award to one or more vendors; to award all or part of a solicitation; and to award by individual line items when it is deemed to be in the best interest of the County. Collier County reserves its right to reject any sole response.

☐ Yes ☐ No

Certification: I certify that I am in agreement, to the best of my knowledge, with the Instructions To Proposers above.

1. PURCHASE ORDER TERMS AND CONDITIONS

1.1 Offer

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

1.2 Acceptance and Confirmation

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

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

1.3 Inspection

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

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

1.4 Shipping and Invoices

1.4.1 a) All goods are FOB destination and must be suitably packed and prepared to secure the lowest transportation rates and to comply with all carrier regulations. Risk of loss of any goods sold hereunder shall transfer to the COUNTY at the time and place of delivery; provided that risk of loss prior to actual receipt of the goods by the COUNTY nonetheless remain with VENDOR.

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

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

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

1.5 Time Is Of the Essence

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

at law or in equity. VENDOR agrees to reimburse the COUNTY for any expenses incurred in enforcing its rights. VENDOR further agrees that undiscovered delivery of nonconforming goods and/or services is not a waiver of the COUNTY'S right to insist upon further compliance with all specifications.

1.6 **Changes**

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

1.7 **Warranties**

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

1.8 **Statutory Conformity**

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

1.9 **Advertising**

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

1.10 **Indemnification**

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

1.11 **Warranty of Non Infringement**

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

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

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

1.12 **Insurance Requirements**

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

1.13 **Compliance with Laws**

In fulfilling the terms of this Purchase Order, VENDOR agrees that it will comply with all federal, state, and local laws, rules, codes, and ordinances that are applicable to the conduct of its business. By way of non-exhaustive example, this shall include the American with Disabilities Act and all prohibitions against discrimination on the basis of race, religion, sex creed, national origin, handicap, marital status, or veterans' status. Further, VENDOR acknowledges and without exception or stipulation shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the County shall have the discretion to unilaterally terminate said agreement immediately. Any breach of this provision may be regarded by the COUNTY as a material and substantial breach of the contract arising from this Purchase Order.

1.14 **Force Majeure**

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

1.15 **Assignment**

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

1.16 **Taxes**

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

1.17 **Annual Appropriations**

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

1.18 **Termination**

This Purchase Order may be terminated at any time by the COUNTY upon 30 days prior written notice to the VENDOR. This Purchase Order may be terminated immediately by the COUNTY for breach by VENDOR of the terms and conditions of this Purchase Order, provided that COUNTY has provided VENDOR with notice of such breach and VENDOR has failed to cure within 10 days of receipt of such notice.

1.19 **General**

1.19.1 a) This Purchase Order shall be governed by the laws of the State of Florida. The venue for any action brought to specifically enforce any of the terms and conditions of this Purchase Order shall be the Twentieth Judicial Circuit in and for Collier County, Florida

1.19.2 b) Failure of the COUNTY to act immediately in response to a breach of this Purchase Order by VENDOR shall not constitute a waiver of breach. Waiver of the COUNTY by any default by VENDOR hereunder shall not be deemed a waiver of any subsequent default by VENDOR.

1.19.3 c) All notices under this Purchase Order shall be sent to the respective addresses on the face page by certified mail, return receipt requested, by overnight courier service, or by personal delivery and will be deemed effective upon receipt. Postage, delivery and other charges shall be paid by the sender. A party may change its address for notice by written notice complying with the requirements of this section.

1.19.4 d) The Vendor agrees to reimbursement of any travel expenses that may be associated with this Purchase Order in accordance with Florida Statute Chapter 112.061, Per Diem and Travel Expenses for Public Officers, employees and authorized persons.

1.19.5 e) In the event of any conflict between or among the terms of any Contract Documents related to this Purchase Order, the terms of the Contract Documents shall take precedence over the terms of the Purchase Order. To the extent any terms and /or conditions of this Purchase Order duplicate or overlap the Terms and Conditions of the Contract Documents, the provisions of the Terms and/or Conditions that are most favorable to the County and/or provide the greatest protection to the County shall govern.

Collier County
Administrative Services Department
Procurement Services Division

Form 1: Vendor's Non-Response Statement

The sole intent of the Collier County Procurement Services Division is to issue solicitations that are clear, concise and openly competitive. Therefore, we are interested in ascertaining reasons for prospective Vendors not wishing to respond to this solicitation. If your firm is not responding to this solicitation, please indicate the reason(s) by checking the item(s) listed below and return this form via email noted on the cover page, or mail to Collier County Government, Procurement Services Division, 3295 Tamiami Trail East, BLDG C-2, Naples, FL 34112.

We are not responding to the solicitation for the following reason(s):

☐ Services requested not available through our company.

☐ Our firm could not meet specifications/scope of work.

☐ Specifications/scope of work not clearly understood or applicable (too vague, rigid, etc.)

☐ Project is too small.

☐ Insufficient time allowed for preparation of response.

☐ Incorrect address used. Please correct mailing address:

_____

_____

☐ Other reason(s):

_____

_____

Name of Firm: _____

Address: _____

City, State, Zip: _____

Telephone: _____

Email: _____

Representative Signature: _____

Representative Name: _____ Date _____

Collier County
Administrative Services Department
Procurement Services Division

Form 2: Vendor Check List

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

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

☐ The Solicitation Submittal has been signed.

☐ The Solicitation Pricing Document (Bid Schedule/Quote Schedule/etc.) has been completed and attached.

☐ All applicable forms have been signed and included, along with licenses to complete the requirements of the project.

☐ Any addenda have been signed and included.

☐ Affidavit for Claiming Status as a Local Business, **if applicable**.

☐ Division of Corporations - Florida Department of State – http://dos.myflorida.com/sunbiz/ (If work performed in the State).

☐ E-Verify/Immigration Affidavit (Memorandum of Understanding).

ALL SUBMITTALS MUST HAVE THE SOLICITATION NUMBER AND TITLE

Name of Firm: _____

Address: _____

City, State, Zip: _____

Telephone: _____

Email: _____

Representative Signature: _____

Representative Name: _____ Date _____

Collier County
Administrative Services Department
Procurement Services Division

Form 3: Conflict of Interest Affidavit

The Vendor certifies that, to the best of its knowledge and belief, the past and current work on any Collier County project affiliated with this solicitation does not pose an organizational conflict as described by one of the three categories below:

Biased ground rules – The firm has not set the "ground rules" for affiliated past or current Collier County project identified above (e.g., writing a procurement's statement of work, specifications, or performing systems engineering and technical direction for the procurement) which appears to skew the competition in favor of my firm.

Impaired objectivity – The firm has not performed work on an affiliated past or current Collier County project identified above to evaluate proposals / past performance of itself or a competitor, which calls into question the contractor's ability to render impartial advice to the government.

Unequal access to information – The firm has not had access to nonpublic information as part of its performance of a Collier County project identified above which may have provided the contractor (or an affiliate) with an unfair competitive advantage in current or future solicitations and contracts.

In addition to this signed affidavit, the contractor / vendor must provide the following:

1. All documents produced as a result of the work completed in the past or currently being worked on for the above-mentioned project; and,
2. Indicate if the information produced was obtained as a matter of public record (in the "sunshine") or through non-public (not in the "sunshine") conversation (s), meeting(s), document(s) and/or other means.

Failure to disclose all material or having an organizational conflict in one or more of the three categories above be identified, may result in the disqualification for future solicitations affiliated with the above referenced project(s).

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the project identified above has been fully disclosed and does not pose an organizational conflict.

Firm: _____

Signature and Date: _____

Print Name: _____

Title of Signatory: _____

Collier County
Administrative Services Department
Procurement Services Division

Form 4: Vendor Declaration Statement

BOARD OF COUNTY COMMISSIONERS
Collier County Government Complex
Naples, Florida 34112

Dear Commissioners:

The undersigned, as Vendor declares that this response is made without connection or arrangement with any other person and this proposal is in every respect fair and made in good faith, without collusion or fraud.

The Vendor agrees, if this solicitation submittal is accepted, to execute a Collier County document for the purpose of establishing a formal contractual relationship between the firm and Collier County, for the performance of all requirements to which the solicitation pertains. The Vendor states that the submitted is based upon the documents listed by the above referenced Solicitation**. Further, the vendor agrees that if awarded a contract for these goods and/or services, the vendor will not be eligible to compete, submit a proposal, be awarded, or perform as a sub-vendor for any future associated with work that is a result of this awarded contract.**

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

Firm's Legal Name: _____

Address: _____

City, State, Zip Code: _____

Florida Certificate of Authority Document Number _____

Federal Tax Identification Number _____

*CCR # or CAGE Code _____
*Only if Grant Funded

Telephone: _____

_____

Signature by: _____
(Typed and written)

Title: _____

Additional Contact Information

Send payments to:
(required if different from above)
Company name used as payee

Contact name:

Title:

Address:

City, State, ZIP

Telephone:

Email:

Office servicing Collier County to place orders
(required if different from above)
Contact name:

Title:

Address:

City, State, ZIP

Telephone:

Email:

Collier County
Administrative Services Department
Procurement Services Division

Form 5: Immigration Affidavit Certification

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

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

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

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

Company Name _____

Print Name _____ Title _____

Signature _____ Date _____

State of _____

County of _____

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

Collier County
Administrative Services Department
Procurement Services Division

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

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

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

Taxpayer Name _____
(as shown on income tax return)
Business Name *(if different from taxpayer name)*
Address _____ City _____

State _____ Zip _____

Telephone _____ Email _____

Order Information (Must be filled out)	**Remit / Payment Information (Must be filled out)**
Address _____	Address _____
City _____ State _____ Zip _____	City _____ State _____ Zip _____
Email _____	Email _____

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

___Individual / Sole Proprietor	___Corporation	___Partnership
___Tax Exempt (Federal income tax-exempt entity under Internal Revenue Service guidelines IRC 501 (c) 3)	___ Limited Liability Company _____ **Enter the tax classification** *(D = Disregarded Entity, C = Corporation, P = Partnership)*	

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

Federal Tax Identification Number (TIN) _____

(Vendors who do not have a TIN, will be required to provide a social security number prior to an award).

4. **Sign and Date Form: Certification**:

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

Signature _____	Date _____
Title _____	Phone Number _____

COLLIER COUNTY
BOARD OF COUNTY COMMISSIONERS

REQUEST FOR QUOTE (RFQ)

FOR

GROUND POWER UNIT FOR COLLIER COUNTY AIRPORT AUTHORITY

SOLICITATION NO.: 2019-004

SWAINSON HALL, PROCUREMENT MANAGER – ACQUISITIONS
PROCUREMENT SERVICES DIVISION
3295 TAMIAMI TRAIL EAST, BLDG C-2
NAPLES, FLORIDA 34112
TELEPHONE: (239) 252-8935
Swainson.Hall@colliercountyfl.gov (Email)

This solicitation document is prepared in a Microsoft Word format. Any alterations to this document made by the Consultant may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the Collier County Government.

SOLICITATION PUBLIC NOTICE

REQUEST FOR QUOTE (RFQ) NUMBER:	**2019-004**
PROJECT TITLE:	**Ground Power Unit for Collier County Airport Authority**
POST DATE:	**October 17, 2018**
QUOTE OPENING DAY/DATE/TIME:	**October 30, 2018 at 3:00PM**
PLACE OF BID OPENING:	PROCUREMENT SERVICES DIVISION 3295 TAMIAMI TRAIL EAST, BLDG C-2 NAPLES, FL 34112

All proposals shall be submitted online via the Collier County Procurement Services Division Online Bidding System:
https://www.bidsync.com/bidsync-cas/

INTRODUCTION

As requested by the Airport Authority (hereinafter, the "Division"), the Collier County Board of County Commissioners Procurement Services Division (hereinafter, "County") has issued this Request for Quote (hereinafter, "RFQ") with the intent of obtaining bid submittals from interested and qualified vendors in accordance with the terms, conditions and specifications stated or attached. The vendor, at a minimum, must achieve the requirements of the Specifications or Scope of Work stated.

BACKGROUND

The Collier County Airport Authority is requesting quotes for a Ground Power Unit 28.5V, FOB Naples, FL

TERM OF CONTRACT

The contract term, if an award(s) is/are made is intended to be for current needs only.

Prices shall remain firm for the initial term of this contract.

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

All goods are FOB destination and must be suitably packed and prepared to secure the lowest transportation rates and to comply with all carrier regulations. Risk of loss of any goods sold hereunder shall transfer to the COUNTY at the time and place of delivery; provided that risk of loss prior to actual receipt of the goods by the COUNTY nonetheless remain with VENDOR.

AWARD CRITERIA

RFQ award criteria are as follows:

- For the purposes of determining the winning bidder, the County will select the vendor with the lowest price as outlined below:
  - **Lowest Total Quote**
- Collier County reserves the right to select one, or more than one suppliers, award on a line item basis, establish a pool for quoting, or other options that represents the best value to the County; however, it is the intent to:
  - **Identify a Single Awardee**
- The County reserves the right to issue a formal contract or standard County Purchase Order or utilize the County Purchasing Card for the award of this solicitation.

DETAILED SCOPE OF WORK

Jet Ex 8D – Hobart Ground Power Unit – 28.5V DC, 2,000A

Engine • Cummins QSF2.8 diesel engine operating between 1600 and 2400 RPM • Tier 4 / EU Stage 3B compliant • Turbocharged 4-stroke, inline 4 cylinder common rail fuel system • Full application approval by Cummins • 12 VDC battery system • Electronic governor system (via the engine's ECM) • Intake manifold pre-heater for cold weather starting • 74HP

Engine Protection • Low oil pressure shutdown • High coolant temperature shutdown • Low coolant level warning • Intake air restriction indication • Low fuel warning

Environmental • Operating temperature: -25°F to +125°F (-32°C to +52°C) • Relative humidity: 10-95% non-condensing • No altitude derating required up to 5,500 ft. (1,676 meters) when running in normal operating range

Performance • 28.5 volts DC output • Continuous rating: 600 amperes at 28.5 VDC • 2000 amperes available for aircraft engine starting • Line drop compensation assures proper voltage at aircraft plug • Current Limiting adjustable from 300 to 2000 amperes • To maximize fuel efficiency, engine speed varies based upon current limit: 300 to 1100 amperes: 1600 RPM 1101 to 1400 amperes: 2000 RPM 1401 to 2000 amperes: 2400 RPM Specifications are subject to change without prior notice HOBART is part of ITW GSE – the world's leading supplier of Ground Support Equipment

Dimensions & Weight • Length: 103" (2615 mm) • Width: 66.2" (1682 mm) • Height: 63.9" (1622 mm) • 2800 lbs. (1814 kgs)
Color • White canopy, black cable trays, galvanized chassis.

Instrumentation • Icon based ITW GSE user interface • 5-Button directional menu arrow keypad • Multiple language capability • Simple operation / status / prompts • Setup functions • Engine data • Output power data • Fault data • Memory recall

Protection • Per MIL-STD-704F, SAE ARP5015, and ISO 6858 (BS2G219) • Over / under voltage • Overload
Overload • Over 100% load – 1 Minute • Under Voltage (Over Current) – 4 Seconds

Standard Features • ITW GSE designed and manufactured generator • ITW GSE user interface • Fifth wheel steering • No load shut down • 53 gallon fuel tank (200 L) with at least 8 hrs. run time at max full load • Fork lift pockets • Tow bar with parking brake • Sliding canopy for ease of access

Standards • EPA Tier 4/CARB Tier 4 • EU Stage III B • MIL-STD-704F, SAE ARP5015 and ISO 6858 • BS2G219 • ISO 9001-Certified manufacturer • CE certified

Requested Options • Unit operating beacon • Low fuel beacon • Shipping, FOB Naples, FL

VENDOR CHECKLIST

***Vendor should check off each of the following items as the necessary action is completed (please see, Form 2: Vendor Check List):

The Solicitation Submittal has been signed.

The Solicitation Pricing Document (Bid Schedule/Quote Schedule/Proposal Pricing/etc.) has been completed and attached.

All applicable forms have been signed and included, along with licenses to complete the requirements of the project.

Any addenda have been signed and included.

Affidavit for Claiming Status as a Local Business, **if applicable**.

Division of Corporations - Florida Department of State – http://dos.myflorida.com/sunbiz/ (If work performed in the State).

E-Verify/Immigration Affidavit (Memorandum of Understanding).

INSURANCE AND BONDING REQUIREMENTS

Insurance / Bond Type	Required Limits
1. ☒ Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements Evidence of Workers' Compensation coverage or a Certificate of Exemption issued by the State of Florida is required. Entities that are formed as Sole Proprietorships shall not be required to provide a proof of exemption. An application for exemption can be obtained online at https://apps.fldfs.com/bocexempt/
2. ☒ Employer's Liability	**$___1,000,000_** single limit per occurrence
3. ☒ Commercial General Liability (Occurrence Form) patterned after the current ISO form	Bodily Injury and Property Damage **$__1,000,000_**single limit per occurrence, $2,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.
4. ☒ Indemnification	To the maximum extent permitted by Florida law, the Contractor/Vendor shall defend, indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/ Vendor or anyone employed or utilized by the Contractor/Vendor in the performance of this Agreement.
5. ☒ Automobile Liability	**$__1,000,000_** Each Occurrence; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included
6. ☐ Other insurance as noted:	☐ Watercraft **$** _____ Per Occurrence ☐ United States Longshoreman's and Harborworker's Act coverage shall be maintained where applicable to the completion of the work. **$** _____ Per Occurrence ☐ Maritime Coverage (Jones Act) shall be maintained where applicable to the completion of the work. **$** _____ Per Occurrence ☐ Aircraft Liability coverage shall be carried in limits of not less than $5,000,000 each occurrence if applicable to the completion of the Services under this Agreement. **$** _____ Per Occurrence ☐ Pollution **$** _____ Per Occurrence ☐ Professional Liability **$** _____ Per claim & in the aggregate ☐ Project Professional Liability **$**_____ Per Occurrence ☐ Valuable Papers Insurance **$**_____ Per Occurrence ☐ Cyber Liability **$**_____ Per Occurrence ☐ Technology Errors & Omissions **$**_____ Per Occurrence
7. ☐ Bid bond	Shall be submitted with proposal response in the form of certified funds, cashiers' check or an irrevocable letter of credit, a cash bond posted with the County Clerk, or proposal bond in a sum equal to 5% of the cost proposal. All checks shall be made payable to the Collier County Board of County Commissioners on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.

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

9. ☒ Vendor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Vendor shall provide County with certificates of insurance meeting the required insurance provisions.

10. ☒ Collier County must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required. This insurance shall be primary and non-contributory with respect to any other insurance maintained by, or available for the benefit of, the Additional Insured and the Vendor's policy shall be endorsed accordingly.

11. ☒ The Certificate Holder shall be named as Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR Collier County Government, OR Collier County. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Collier County.

12. ☒ **On all certificates, the Certificate Holder must read:** Collier County Board of Commissioners, 3295 Tamiami Trail East, Naples, FL 34112

13. ☒ **Thirty (30) Days Cancellation Notice** required.

14. Collier County shall procure and maintain Builders Risk Insurance on all construction projects where it is deemed necessary. Such coverage shall be endorsed to cover the interests of Collier County as well as the Contractor. Premiums shall be billed to the project and the Contractor shall not include Builders Risk premiums in its project proposal or project billings. All questions regarding Builder's Risk Insurance will be addressed by the Collier County Risk Management Division.

10/15/18 - CC

Vendor's Insurance Statement

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of this solicitation. The insurance submitted must provide coverage for a minimum of six (6) months from the date of award.

Name of Firm _____ Date _____

Vendor Signature _____

Print Name _____

Insurance Agency _____

Agent Name _____ Telephone Number _____

Please fill out and sign this form along with your proposal. No proposal will be considered unless the RFQ form is properly signed.

DATE SENT:
QUOTE DUE DATE:
SITE VISIT:
PROJECT ADDRESS:
AWARD CRITERIA: Lowest Lump Sum Quote

Request for Quote 2019-004
Due: November, 2018 at 3:00PM

Summary Description	Lump Sum Quote
One Ground Power Unit 28.5V, FOB Naples, FL	$0.00

Vendor Signature: _____
Print Name:_____
Company Name: _____ Date: _____

Question and Answers for Solicitation #2019-004 - Ground Power Unit

Overall Solicitation Questions

There are no questions associated with this Solicitation.

Question Deadline: Oct 25, 2018 5:00:00 PM EDT