

EXECUTIVE SUMMARY

Recommendation to award ITB 16-7019- Printing of Visitor Guides to Graphic Reproductions, Inc. for the Tourism Department to print Collier County Visitor Guides and make a finding that this action promotes tourism.

OBJECTIVE: Recommendation to select printer for tourism annual Visitor Guide.

CONSIDERATIONS: Annually the Tourism Department produces a printed Visitor Guide for the destination. At the conclusion of each contract term, Collier County requires a competitive bidding process. The Collier County Procurement Division developed ITB 16-7019- Printing of Visitors Guides. The ITB was publicly advertised on October 11, 2016. E-mail notices were sent to 304 firms with 31 firms requesting full solicitation packages. Three bid responses were received by the due date of October 24, 2016. The recap of the bids is on the attached Bid Tabulation.

Staff recommends award of the printing of the Tourism Guide to the lowest, qualified, responsive bidder, Graphic Reproductions, Inc., Titusville, FL.

The results of the bid response from Graphic Reproductions, Inc. are as follows:

Version A- 68 Pages –Perfect Bound	\$62,889.44
Version B- 68 Pages- Saddle Stitch	\$52,448.00
Version C- 60 Pages- Perfect Bound	\$44,940.62
Version D- 60 Pages –Saddle Stitch	\$49,117.28

The binding method (Perfect Bound or Saddle Stitched) will ultimately depend on the final number of pages in the guide based on the number and size of ads the publisher is able to secure. Staff will determine the binding method and number or pages when the 2017 guide production is completed. The publisher of the guide is not printing the guide, so that is the reason we requested bids on several options as indicated above.

FISCAL IMPACT: The cost to print the 2017 Visitor Guide is between \$44,940.62 and \$62,889.44 depending on the final page count and binding option chosen. The funding for this printing is in the FY 17 Tourism Division budget in Fund 184. The cost history to print the annual Visitor Guide has ranged between \$40,353 and \$42,727 over the past five years.

GROWTH MANAGEMENT IMPACT: There is no impact to the Growth Management Plan with this action.

LEGAL CONSIDERATIONS: This item is approved as to form and legality and requires majority vote for approval. – CMG

RECOMMENDATION: Recommendation to award ITB 16-7019- Printing of Visitor Guides to Graphic Reproductions, Inc. for the Tourism Department to print the 2017 Collier County Visitor Guides and make a finding that this action promotes tourism.

Prepared by: Jack Wert, Tourism Director

Attachments: Bid Tabulation; Bid Solicitation; Graphic Reproductions, Inc. Proposal

Description	Graphic Press	Panther Printing	Staples
Version A - 68 Pages Perfect Bound	\$62,889.44	\$71,965.60	\$107,735.00
Version B - 68 Pages Saddle Stitch	\$52,448.00	\$59,965.60	\$82,970.00
Version C - 60 Pages Perfect Bound	\$44,940.62	\$65,399.05	\$99,161.00
Version D - 60 Pages Saddle Stitch	\$49,117.28	\$53,399.05	\$75,383.00

Opened / Date: Adam Northrup, 10/24/2016

Witness / Date: Brenda Brillhart, 10/24/2016



INVITATION TO BID

Date: 10/11/2016

From: Adam Northrup, Procurement Strategist
(239) 252-6098 (Telephone)
(239) 252-6302 (FAX)
adamnorthrup@colliergov.net (Email)

To: Prospective Vendors

Subject: **Solicitation: 16-7019 - Printing of Visitor Guides**

As requested by the Naples, Marco Island, Everglades Convention & Visitors Bureau, the Collier County Board of County Commissioners Procurement Services Division has issued this ITB for the purpose of obtaining fair and competitive responses.

Please refer to the Public Notice included in this document for the opening date and time and any applicable pre-ITB conference.

All questions regarding this ITB must be submitted online on the Collier County Procurement Services Division Online Bidding System website: www.colliergov.net/bid. All responses to questions will be posted on the website with electronic notification to all prospective vendors.

We look forward to your participation in Collier County's competitive procurement process.

cc: Jack Wert, Executive Director of Tourism



Invitation to Bid

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Public Notice

Sealed bid responses for **Solicitation 16-7019 - Printing of Visitor Guides**, will be received electronically only at the Collier County Government, Procurement Services Division, 3327 Tamiami Trail E, Naples, FL 34112 until **3:00 PM**, Collier County local time on 10/24/2016. Solicitation responses received after the stated time and date will not be accepted.

Solicitation 16-7019 - Printing of Visitor Guides

All questions regarding this ITB must be submitted online on the Collier County Procurement Services Division Online Bidding System website: www.colliergov.net/bid. All responses to questions will be posted on the website with electronic notification to all prospective vendors.

All solicitation responses must be made on the official ITB response form included and only available for download from the Collier County Procurement Services Division Online Bidding System website noted herein. **ITB Documents obtained from sources other than Collier County Procurement Services Division may not be accurate or current.**

Collier County encourages vendors to utilize recycled paper on all manual bid response submittals.

Collier County does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

BY: /s/ Allison Kearns
Interim Director, Procurement Services Division

Publicly posted on the Collier County Procurement Services Division website: www.colliergov.net/purchasing and in the lobby of the Procurement Services Division Building on 10/11/2016.

Exhibit I: Scope of Work, Specifications and Response Format

As requested by the Collier County Naples, Marco Island, Everglades Convention & Visitors Bureau Division (hereinafter, the "Division or Department"), the Collier County Board of County Commissioners Procurement Services Division (hereinafter, "County") has issued this Invitation to Bid (hereinafter, "ITB") with the intent of obtaining bids from interested and qualified firms in accordance with the terms, conditions and specifications stated or attached. The Vendor, at a minimum, must achieve the requirements of the Scope of Work and specifications stated.

Background

The Naples, Marco Island, Everglades Convention & Visitors Bureau (CVB) is the official destination marketing organization for Collier County. The County covers a large geographic area and has a diversified tourism product.

Brief Description of Purchase

The County currently has a contract to develop and produce a Visitor Guide for the entire destination and the County, and is now desirous of contracting with a company to print 100,000 copies of the publication. The publication will be used as a fulfillment piece for the combined tourism marketing effort of the overall destination. Historically, County departments have spent approximately \$48,000. This amount has been provided for reference only and no minimum amount is guaranteed or implied; future expenditures will be based on available County Department budgetary funding.

Detailed Scope of Work

County Staff is currently working with a contracted vendor to develop and create a production proof of its 2017 Visitor's Guide. When the final product is approved for printing, it will be provided to the awarded bidder for the printing of 100,000 copies, packed and delivered to the the Naples, Marco Island, Everglades Convention & Visitors Bureau.

Interested bidders will be asked to provide pricing for four options each for the number of pages and the binding method for this guide. Version A would consist of 68 pages, perfect bound; Version B would consist of 68 pages, saddle stitched; Version C would consist of 60 pages, perfect bound; and Version D would consist of 60 pages, saddle stitched.

The version of the guide that will be awarded depends on the amount of content that is available to be included in the guide and the County's decision on the preferred binding method. A full specification of each version is listed below:

Version A: 68 Pages (64 text pages + 4 cover pages)
Quantities: 100,000
Trim Size: 8"h x 10.5"h
Paper: 80# gloss cover; 60# #3 gloss text
Bindery: Perfect Bound
Packaging: Carton Pack
Details: Flood Gloss UV F&B Cover

Version B: 68 Pages (64 text pages + 4 cover pages)
Quantities: 100,000
Trim Size: 8"h x 10.5"h
Paper: 80# gloss cover; 60# #3 gloss text

Bindery: Saddle Stitched
 Packaging: Carton Pack
 Details: Flood Gloss UV F&B Cover

Version C: 60 Pages (56 text pages + 4 over pages)

Quantities: 100,000
 Trim Size: 8"h x 10.5"h
 Paper: 80# gloss cover; 60# #3 gloss text
 Bindery: Perfect Bound
 Packaging: Carton Pack
 Details: Flood Gloss UV F&B Cover

Version D: 60 Pages (56 text pages + 4 cover pages)

Quantities: 100,000
 Trim Size: 8"h x 10.5"h
 Paper: 80# gloss cover; 60# #3 gloss text
 Bindery: Saddle Stitched
 Packaging: Carton Pack
 Details: Flood Gloss UV F&B Cover

Award Criteria

ITB award criteria is as follows:

- All questions on the Bid document shall be answered as to price(s), time requirements, and required document submissions.
- Award shall be based upon the responses to all questions on the Bid Response Page(s).
- Further consideration may include but not be limited to, references, completeness of bid response and past performances on other County bids/projects.
- Prices will be read in public exactly as input on the electronic bid response form or written on the manually submitted Bid Response Page(s) at the time of the bid opening; however, should an error in calculations occur whenever unit pricing and price extensions are requested, the unit price shall prevail. Mathematical miscalculations may be corrected by the County to reflect the proper response.
- The County's Procurement Services Division reserves the right to clarify a vendor's proposal prior to the award of the solicitation.
- It is the intent of Collier County to award to the lowest, qualified and responsive vendor(s).
- For the purposes of determining the bidder with the lowest price the following methodology will be used:

Provide pricing for lines 1, 2, 3 and 4. The lowest price for lines 1, 2, 3 or 4 will be awarded, depending on the final size of the book, and the preferred method of binding as provided by the production company (either 68 pages or up to 60 pages).

Line #	Description	Unit Price
1	Version A: 68 pages (64 text pages plus 4 cover pages): Cost for printing, binding, packaging and distribution Perfect Bound [Quantities: 100,000; Trim Size: 8"h x 10.5"h; Paper: 80# gloss cover; 60# #3 gloss text; Packaging: Carton Pack; and Details: Flood Gloss UV F&B Cover]	
2	Version B: 68 pages (64 text pages plus 4 cover pages): Cost for printing, binding, packaging and distribution, Saddle Stitch [Quantities: 100,000; Trim Size: 8"h x 10.5"h; Paper: 80# gloss cover; 60# #3 gloss text; Packaging: Carton Pack; and Details: Flood Gloss UV F&B Cover]	

3	Version C: 60 pages (56 text pages plus 4 cover pages): Cost for printing, binding, packaging and distribution Perfect Bound [Quantities: 100,000; Trim Size: 8”h x 10.5”h; Paper: 80# gloss cover; 60# #3 gloss text; Packaging: Carton Pack; and Details: Flood Gloss UV F&B Cover]	
4	Version D: 60 pages (56 text pages plus 4 cover pages): Cost for printing, binding, packaging and distribution, Saddle Stitched; [Quantities: 100,000; Trim Size: 8”h x 10.5”h; Paper: 80# gloss cover; 60# #3 gloss text; Packaging: Carton Pack; and Details: Flood Gloss UV F&B Cover]	

- Collier County reserves the right to select one, or more than one suppliers, however, it is the intent to select single awardee.
- The County reserves the right to issue a formal contract or standard County Purchase Order for the award of this solicitation.

Term of Contract

The contract term, if an award(s) is/are made is intended to be for two (2) years with three (3) one year renewal options.

Prices shall remain firm for the initial term of this contract. Requests for consideration of a price adjustment must be made prior to the contract anniversary date, in writing, to the Procurement Director. Price adjustments may be based upon multiple factors: the consumer price index (CPI) over the past twelve (12) months, market conditions and rate, budget availability, program manager approval, or a combination thereof.

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

Projected Timetable

Event	Date
Issue Solicitation Notice	10/11/2016
Last Date for Receipt of Written Questions	10/20/2016; 5:00PM
Solicitation Deadline Date and Time	10/24/2016; 3:00PM
Anticipated Evaluation of Submittals	Week of 10/24/2016
Anticipated Board of County Commissioner’s Contract Approval Date	November 2016

Vendor Required Documents

- Attachment 2: Vendor’s Check List
- Attachment 3: Vendor Bid Response Form
- Attachment 4: Local Vendor Preference
- Attachment 5: Immigration Law Affidavit
- Attachment 6: Vendor Substitute W-9
- Attachment 7: Insurance and Bonding Requirement

Exhibit II: General Bid Instructions

1. Purpose/Objective

As requested by the Collier County departments or divisions identified in Exhibit 1, the Collier County Board of County Commissioners Procurement Services Division (hereinafter, the County) has issued this Invitation to Bid (hereinafter, the "ITB", or "Bid") with the sole purpose and intent of obtaining bid responses from interested and qualified firms in accordance with the terms, conditions, and specifications stated and/or attached herein/hereto. The successful vendor will hereinafter be referred to as the "Vendor".

All bids must be submitted on the Bid form furnished by the County noted in Attachments 2, 3, 4, 5, 6, and 7 of this ITB. No bid will be considered unless the Bid form is properly signed. Vendor is responsible to read and follow the instructions very carefully, as any misinterpretation or failure to comply with these instructions could lead to the bid submitted as being rejected as non-responsive.

2. Pricing

Vendors must provide unit prices using the unit of measured specified by the County. All prices will remain firm for a period of one hundred and eighty (180) calendar days from date of bid opening. After award by the Board of County Commissioners, prices may only be adjusted as outlined in Exhibit I: Term of Contract.

3. Alternate Bid Pricing

In the event that alternate pricing is requested, it is an expressed requirement of the bid to provide pricing for all alternates as listed. The omission of a response or a no-bid or lack of a submitted price will be the basis for the rejection of the submitted bid response. All bids responses received without pricing for all alternates as listed will be considered technically non-responsive and will not be considered for award.

4. Equal Product

Manufacturer's name, brand name and/or model number are used in these specifications for the purpose of establishing minimum requirements of level of quality, standards of performance and/or design required, and is in no way intended to prohibit the bidding of other manufacturer's items of equal or similar material. An equal or similar product may be bid, provided that the product is found to be equal or similar in quality, standard of performance, design, etc. to the item specified. Where an equal or similar is bid, the Bid must be accompanied with two (2) complete sets of factory information sheets (specifications, brochures, etc.) and test results, if applicable, of unit bid as equal or similar.

Equal product samples, if required for evaluation, and at no cost to the County, must be submitted with Bid. Unless otherwise directed in the solicitation, the bid will not be considered unless samples are delivered to specified address by bid due date. The County shall be sole judge of equality or similarity, and its decision shall be final in the best interest.

5. Discounts

Any discounts or terms must be shown on the Bid form. Such discounts, if any, may be considered in the award of tie bids. In no instance should payment terms less than fifteen (15) calendar days be offered.

6. Exceptions

Vendors taking exception to any part or section of these specifications shall indicate such exceptions on a separate sheet entitled "EXCEPTIONS TO SPECIFICATIONS." Failure to indicate any exceptions to the specifications shall be interpreted as the Vendors intent to fully comply with the specifications as written. The County, at its sole discretion, shall determine if the exceptions are material in nature, and if the Vendor's exceptions may be declared grounds for rejection of bid proposal.

7. Addenda

The County reserves the right to formally amend and/or clarify the requirements of the bid specifications where it deems necessary. Any such addendum/clarification shall be in writing and shall be distributed electronically to all parties who received the original bid specifications prior to the deadline for submission of Bids. All changes to this ITB will be conveyed electronically through a notice of addendum or questions and answers to all vendors registered under the applicable commodity code(s) at the time when the original ITB was released, as well as those vendors who downloaded the ITB document. Additionally, all addendums are posted on the Collier County Procurement Services Division Online Bidding System website: www.colliergov.net/bid. Before submitting a bid response, please make sure that you have read all, understood clearly and complied completely with any changes stated in the addenda as failure to do so may result in the rejection of your submittal.

8. Bid Submission

All electronic bids shall be submitted online via the Collier County Procurement Services Division Online Bidding System: www.colliergov.net/bid.

If you must submit a paper copy, all paper bids shall be submitted to the County Procurement Director, Collier County Government, Procurement Services Division, 3327 Tamiami Trail E, Naples, FL 34112, by the date and time as stated in the Legal Notice. The County assumes no responsibility for bid responses received after the due date and time, or at any office or location other than that specified herein, whether due to mail delays, courier mistakes, mishandling, inclement weather or any other reason. Late bid responses shall be returned unopened, and shall not be considered for award.

Vendors must submit **one (1) paper copy clearly labeled "Master," and one (1) compact disks (CD's) with one copy of the proposal on each CD in Word, Excel or PDF.** List the Solicitation Number and Title on the outside of the box or envelope. All bids sent by courier service **must** have the bid number and title on the **outside** of the courier packet.

Vendors who wish to receive copies of bids after the bid opening may view and download same from the Collier County Procurement Services Division Internet bid site.

9. Questions

If the vendor should be of the opinion that the meaning of any part of the Bid Document is doubtful, obscure or contains errors or omissions it should report such opinion to the Procurement Strategist before the bid opening date. Direct questions related to this ITB only to the Collier County Procurement Services Division Internet website: www.colliergov.net/bid. Questions will not be answered after the date noted on the ITB.

Vendors 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 Strategist identified in the Public Notice.

10. **Protests**

Any prospective vendor / proposer who desires to protest any aspect(s) or provision(s) of the solicitation (including the form of the solicitation documents or procedures) shall file their protest with the Procurement Director prior to the time of the bid opening strictly in accordance with the County's then current Procurement Ordinance and policies.

11. **Rejection and Waiver**

The County reserves the right to reject any and all bids, to waive defects in the form of bid, also to select the bid that best meets the requirements of the County.

Vendors whose bids, past performance or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements denoted may be rejected as non-responsive. Bids that do not meet all necessary requirements of this solicitation or fail to provide all required information, documents or materials may be rejected as non-responsive.

12. **Local Vendor Preference (LVP)**

The County is using the Competitive Sealed Quotation methodology of source selection for this procurement, as authorized by Ordinance Number 2013-69 establishing and adopting the Collier County Procurement Ordinance.

Local business means the vendor has a current Business Tax Receipt issued by the Collier County Tax Collector for at least one year prior to bid or proposal submission to do business within Collier County, and that identifies the business with a permanent physical business address located within the limits of Collier County from which the vendor's staff operates and performs business in an area zoned for the conduct of such business. A Post Office Box or a facility that receives mail, or a non-permanent structure such as a construction trailer, storage shed, or other non-permanent structure shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a vendor shall not be considered a "local business" unless it contributes to the economic development and well-being of Collier County in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities, support and increase to the County's tax base, and residency of employees and principals of the business within Collier County. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid or proposal to be eligible for consideration as a "local business" under this section. A vendor who misrepresents the Local Preference status of its firm in a proposal or bid submitted to the County will lose the privilege to claim Local Preference status for a period of up to one year.

Under this solicitation, bidders desiring to receive local preference will be invited and required to affirmatively state and provide documentation as set forth in the solicitation in support of their

status as a local business. Any bidder who fails to submit sufficient documentation with their bid offer shall not be granted local preference consideration for the purposes of that specific contract award. Except where federal or state law, or any other funding source, mandates to the contrary, Collier County and its agencies and instrumentalities, will give preference to local businesses in the following manner.

Competitive bid (local price match option). Each formal competitive bid solicitation shall clearly identify how the price order of the bids received will be evaluated and determined. When a qualified and responsive, non-local business submits the lowest price bid, and the bid submitted by one or more qualified and responsive local businesses is within ten percent of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s), less one (1) dollar, offered by the overall lowest, qualified and responsive bidder. In such instances, staff shall first verify if the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the Procurement Services Division shall determine if the lowest local bidder meets the requirements of Fla. Stat. Sec.287.087 (Preferences to businesses with drug-free workplace programs). If the lowest local bidder meets the requirements of Fla. Stat. Sec. 287.087, the Procurement Services Division shall invite the lowest local bidder to submit a matching offer, less one (1) dollar, within five (5) business days thereafter. If the lowest local bidder submits an offer that fully matches the lowest bid, less one (1) dollar, from the lowest non-local bidder tendered previously, then award shall be made to the local bidder. If the lowest local bidder declines or is unable to match the lowest non-local bid price(s), then award will be made to the lowest overall qualified and responsive bidder. If the lowest local bidder does not meet the requirement of Fla. Stat. Sec 287.087, and the lowest non-local bidder does, award will be made to the bidder that meets the requirements of the reference state law.

Bidder must complete and submit with their bid response the *Affidavit for Claiming Status as a Local Business* which is included as part of this solicitation.

Failure on the part of a Bidder to submit this Affidavit with their bid response will preclude said Bidder from being considered for local preference on this solicitation.

A Bidder who misrepresents the Local Preference status of its firm in a bid submitted to the County will lose the privilege to claim Local Preference status for a period of up to one (1) year.

The County may, as it deems necessary, conduct discussions with responsible bidders determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

13. **Immigration Affidavit Certification**

Statutes and executive orders require employers to abide by the immigration laws of the United States and to employ only individuals who are eligible to work in the United States.

The Employment Eligibility Verification System (E-Verify) operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), provides an Internet-based means of verifying employment eligibility of workers in the United States; it is not a substitute for any other employment eligibility verification requirements. The program will be used for Collier County formal Invitations to Bid (ITB) and Request for Proposals (RFP) including professional services and construction services.

Exceptions to the program:

- Commodity based procurement where no services are provided.
- Where the requirement for the affidavit is waived by the Board of County Commissioners

Vendors / Bidders 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/bidder'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. Vendors are also required to provide the Collier County Procurement Services Division an executed affidavit certifying they shall comply with the E-Verify Program. The affidavit is attached to the solicitation documents. **If the Bidder/Vendor does not comply with providing both the acceptable E-Verify evidence and the executed affidavit the bidder's / vendor's proposal may be deemed non-responsive.**

Additionally, vendors shall require all subcontracted vendors to use the E-Verify system for all purchases not covered under the "Exceptions to the program" clause above.

For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: <http://www.dhs.gov/E-Verify>. It shall be the vendor's responsibility to familiarize themselves with all rules and regulations governing this program.

Vendor acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended and with the provisions contained within this affidavit. Failure by the awarded firm(s) to comply with the laws referenced herein or the provisions of this affidavit shall constitute a breach of the award agreement and the County shall have the discretion to unilaterally terminate said agreement immediately.

14. **Lobbying**

All firms are hereby placed on NOTICE that the County Commission does not wish to be lobbied either individually or collectively about a project for which a firm has submitted a bid. Firms and their agents are not to contact members of the County Commission for such purposes as meetings of introduction, luncheons, dinners, etc. During the bidding process, from bid opening to final Board approval, no firm or its agent shall contact any other employee of Collier County with the exception of the Procurement Services Division.

15. **Certificate of Authority to Conduct Business in the State of Florida (Florida Statute 607.1501)**

In order to be considered for award, firms must be registered with the Florida Department of State Divisions of Corporations in accordance with the requirements of Florida Statute 607.1501 and provide a certificate of authority (www.sunbiz.org/search.html) prior to execution of a contract. A copy of the document may be submitted with the solicitation response and the document number shall be identified. Firms who do not provide the certificate of authority at the time of response shall be required to provide same within five (5) days upon notification of selection for award. If the firm cannot provide the document within the referenced timeframe, the County reserves the right to award to another firm.

16. **General Information**

When it is deemed by the County that a bid cannot be awarded as originally intended, the County reserves the right to award this bid through an approach which is the best interest of the County.

Alternate bids will not be considered unless authorized by the ITB. In case of identical bids tying as low bid, the County shall ask vendors to submit certification that they have a drug-free workplace in accordance with Section 287.087 Florida Statutes. Should all vendors provide said certification; the County will give local vendor preference.

17. Bid Award Process

Award of contract will be made by the Board of County Commissioners in public session.

Award shall be made in a manner consistent with the County's Procurement Ordinance. Award recommendations will be posted outside the offices of the Procurement Services Division as well as on the Collier County Procurement Services Division website on Wednesdays and Thursdays prior to the County Commission meetings.

Any actual or prospective respondent who desires to formally protest the recommended contract award must file a notice of intent to protest with the Procurement Director within two (2) calendar days (excluding weekends and County holidays) of the date that the recommended award is posted. Upon filing of said notice, the protesting party will have five (5) days to file a formal protest and will be given instructions as to the form and content requirements of the formal protest. A copy of the "Protest Policy" is available at the office of the Procurement Director.

Exhibit III: Standard Purchase Order Terms and Conditions

1. Offer

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

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.

3. Inspection

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.

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.

4. Shipping and Invoices

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.

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.

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.

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.

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.

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.

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.

8. Statutory Conformity

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.

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.

10. Indemnification

VENDOR shall 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.

11. Warranty of Non-Infringement

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.

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).

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).

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.

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.

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.

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.

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.

17. Annual Appropriations

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

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.

19. General

- 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
- 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.
- 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.
- 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.
- 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.

Exhibit IV: Additional ITB Terms and Conditions

1. Additional Items and/or Services

During the contract term, Collier County reserves the right to add related items and/or services upon negotiation of a satisfactory price by the Project Manager and Vendor.

2. Conflict of Interest

Vendor shall provide a list of any businesses and/or organizations to which the firm has any affiliation or obligations within the past five (5) years; whether paid or donated, which could be construed by the County as a conflict of interest. Disclosure of any potential or actual conflict of interest is subject to County staff review and does not in and of itself disqualify a firm from consideration. These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

3. Vendor Performance Evaluation

Collier County has implemented a Vendor Performance Evaluation System for all contracts awarded in excess of \$25,000. To this end, vendors will be evaluated on their performance upon completion/termination of agreement.

4. Deductions for Non-Performance

The County reserves the right to deduct a portion of any invoice for goods not delivered, or services not performed in accordance with requirements, including required timeframe. The County may also deduct, or chargeback the Vendor the costs necessary to correct the deficiencies directly related to the Vendor's non-performance.

5. Termination

Should the Contractor be found to have failed to perform services in a manner satisfactory to the County, the County may terminate this Agreement immediately for cause; further the County may terminate this Agreement for convenience with a thirty (30) day written notice. The County shall be sole judge of non-performance. In the event that the award of this solicitation is made by the Procurement Services Director, the award and any resultant purchase orders may be terminated at any time by the County upon thirty (30) days written notice to the awarded vendor(s) pursuant to the Board's Procurement Ordinance.

6. Offer Extended to Other Governmental Entities

Collier County encourages and agrees to the successful vendor extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful vendor.

7. Environmental Health and Safety

All Vendors and Sub vendors performing service for Collier County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Vendors and Sub vendors shall be responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. All firewall penetrations must be protected in order to meet Fire Codes.

Collier County Government has authorized OSHA representatives to enter any Collier County facility, property and/or right-of-way for the purpose of inspection of any Vendor's work operations. This provision is non-negotiable by any department and/or Vendor.

All new electrical installations shall incorporate NFPA 70E Short Circuit Protective Device Coordination and Arc Flash Studies where relevant as determined by the engineer.

All electrical installations shall be labeled with appropriate NFPA 70E arc flash boundary and PPE Protective labels.

8. Florida Wood Products

The Vendor/Contractor agrees to comply with Florida Statute 255.20 to provide lumber, timber and other forest products produced and manufactured in the State of Florida as long as the price, fitness and quality are equal.

9. Public Records Compliance

Florida Public Records Law Chapter 119, including specifically those contractual requirements in 119.0701(2)(a)-(b) as follows:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Communication and Customer Relations Division
3299 Tamiami Trail East, Suite 102
Naples, FL 34112-5746
Telephone: (239) 252-8383

The Contractor must specifically comply with the Florida Public Records Law to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter 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 for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

10. Standards of Conduct

The Vendor shall employ people to work on County projects who are neat, clean, well-groomed and courteous. Subject to the American with Disabilities Act, Vendor shall supply competent

employees who are physically capable of performing their employment duties. The County may require the Vendor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on Collier County projects is not in the best interest of the County.

11. Protection of Property

The Vendor shall ensure that the service is performed in such manner as to not damage any property. In the event damage occurs to any property as a direct result of the Vendor or their Sub vendor in the performance of the required service, the Vendor shall repair/replace, to the County's satisfaction, damaged property at no additional cost to the County. If the damage caused by the Vendor or their Sub vendor has to be repaired/replaced by the County, the cost of such work will be deducted from the monies due the Vendor.

The County's project manager, shall coordinate with the Vendor / Contractor the return of any surplus assets, including materials, supplies, and equipment associated with the scope or work.

12. Prohibition of Gifts to County Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any County employee, as set forth in Chapter 112, Part III, Florida Statutes, the current Collier County Ethics Ordinance and County Administrative Procedure 5311. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with County staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the County for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

13. Invoice and Payments

Unit Price: the County agrees to pay a firm total fixed price (inclusive of all costs, including labor, materials, equipment, overhead, etc.) for a repetitive product or service delivered (i.e. installation price per ton, delivery price per package or carton, etc.). The invoice must identify the unit price and the number of units received (no contractor inventory or cost verification required).

Payments are made in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes. Vendor's invoices must include:

- Purchase Order Number
- Description and quantities of the goods or services provided per instructions on the County's purchase order or contract.

Invoices shall be sent to:

Board of County Commissioners
Clerk's Finance Department
ATTN: Accounts Payable
3299 Tamiami Trail E Ste 700
Naples FL 34112

Or emailed to: bccapclerk@collierclerk.com.

Collier County, in its sole discretion, will determine the method of payment for goods and/or services as part of this agreement. ^{21 of 44}

Payment methods include:

- Traditional – payment by check, wire transfer or other cash equivalent.
- Standard – payment by purchasing card. Collier County's Purchasing Card Program is supported by standard bank credit suppliers (i.e. VISA and MasterCard), and as such, is cognizant of the Rules for VISA Merchants and MasterCard Merchant Rules.

The County may not accept any additional surcharges (credit card transaction fees) as a result of using the County's credit card for transactions relating to this solicitation. The County will entertain bids clearly stating pricing for standard payment methods. An additional separate discounted price for traditional payments may be provided at the initial bid submittal if it is clearly marked as an "Additional Cash Discount."

Upon execution of the Contract and completion of each month's work, payment requests may be submitted to the Project Manager on a monthly basis by the Contractor for services rendered for that prior month. Services beyond sixty (60) days from current monthly invoice will not be considered for payment without prior approval from the Project manager. All invoices should be submitted within the fiscal year the work was performed. (County's fiscal year is October 1 - September 30.) Invoices submitted after the close of the fiscal year will not be accepted (or processed for payment) unless specifically authorized by the Project Manager.

Payments will be made for articles and/or services furnished, delivered, and accepted, upon receipt and approval of invoices submitted on the date of services or within six (6) months after completion of contract. Any untimely submission of invoices beyond the specified deadline period is subject to non-payment under the legal doctrine of "laches" as untimely submitted. Time shall be deemed of the essence with respect to the timely submission of invoices under this agreement.

In instances where the successful contractor may owe debts (including, but not limited to taxes or other fees) to Collier County and the contractor has not satisfied nor made arrangement to satisfy these debts, the County reserves the right to off-set the amount owed to the County by applying the amount owed to the vendor or contractor for services performed or for materials delivered in association with a contract.

Invoices shall not reflect sales tax. After review and approval, the invoice will be transmitted to the Finance Division for payment. Payment will be made upon receipt of proper invoice and in compliance with Chapter 218 Florida Statutes, otherwise known as the "Local Government Prompt Payment Act." Collier County reserves the right to withhold and/or reduce an appropriate amount of any payment for work not performed or for unsatisfactory performance of Contractual requirements.

14. **Survivability**

Bids (ITBs/RFPs): The Consultant/Contractor/Vendor agrees that any Work Order/Purchase Order that extends beyond the expiration date of Solicitation 16-7019 resultant of this solicitation will survive and remain subject to the terms and conditions of that Agreement until the completion or termination of any Work Order/Purchase Order.

15. **Insurance Requirements**

The Vendor shall at its own expense, carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of Florida as set forth in Insurance and Bonding Requirements Attachment of this solicitation. The Vendor shall procure and maintain

property insurance upon the entire project, if required, to the full insurable value of the scope of work.

The County and the Vendor waive against each other and the County's separate Vendors, Contractors, Design Consultant, Subcontractors agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. The Vendor and County shall, where appropriate, require similar waivers of subrogation from the County's separate Vendors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts.

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

Certificates issued as a result of the award of this solicitation must identify "For any and all work performed on behalf of Collier County."

The General Liability Policy provided by Vendor to meet the requirements of this solicitation shall name Collier County, Florida, as an additional insured as to the operations of Vendor under this solicitation and shall contain a severability of interests provisions.

Collier County Board of County Commissioners shall be named as the Certificate Holder. The "Certificate Holder" should read as follows:

Collier County
Board of County Commissioners
Naples, Florida

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in the Insurance and Bonding Requirements Attachment, with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If Vendor has any self-insured retentions or deductibles under any of the below listed minimum required coverage, Vendor must identify on the Certificate of Insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Vendor's sole responsibility.

Coverage(s) shall be maintained without interruption from the date of commencement of the Work until the date of completion and acceptance of the scope of work by the County or as specified in this solicitation, whichever is longer.

The Vendor and/or its insurance carrier shall provide 30 days written notice to the County of policy cancellation or non-renewal on the part of the insurance carrier or the Vendor. The Vendor shall also notify the County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Vendor from its insurer and nothing contained herein shall relieve Vendor of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by Vendor hereunder, Vendor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

Should at any time the Vendor not maintain the insurance coverage(s) required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge the Vendor for such coverage(s) purchased. If Vendor fails to reimburse the County for such costs within thirty (30) days after demand, the County has the right to offset these costs from any amount due Vendor under this Agreement or any other agreement between the County and Vendor. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance company or

companies used. The decision of the County to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the scope of work, the Vendor shall furnish to the County renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after the expiration date on the certificate. Failure of the Vendor to provide the County with such renewal certificate(s) shall be considered justification for the County to terminate any and all contracts.

15. Debris

Vendor shall be responsible for the removal and disposal of all debris from the site and the cleaning of the affected areas. Vendor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon the request of the County's representative, shall remove and dispose such debris and materials from the property. The Vendor shall leave all affected areas as they were prior to beginning work.

16. Direct Material Purchase

The County reserves the right to require Vendor to assign some or all of its agreements with material suppliers directly to the County. Any such goods and/or materials purchased by the County pursuant to such an assignment of a material supply agreement shall be referred to as "County Furnished Materials" and the responsibilities of both the County and the Vendor relating to said materials shall be governed by the terms and conditions of this solicitation.

Additionally, the County at its sole option may choose to purchase some or all of the goods and/or materials from other suppliers. In either instance the County may require the following information from the Vendor:

- Required quantities of material.
- Specifications relating to goods and/or materials required for job including brand and/or model number or type if applicable
- Pricing and availability of goods and/or materials provided under Vendor's agreements with material suppliers

17. Grant Compliance

The purchase of any goods and/or services that are funded through Federal Grant Appropriations, the State of Florida, or any other public or private foundations shall be subject to the compliance and reporting requirements of the granting agency.

18. Equipment

Vendor shall have available and in good working condition, the necessary equipment to perform the required service. If required by the County, the Vendor shall supply a list of equipment and an hourly rate for each. Hourly rates will commence once equipment arrives at the service site, unless otherwise agreed in writing by the Project Manager.

In the event that additional specialized and/or heavy equipment (backhoe, crane, mudhog, etc.) is needed, the Project Manager must be notified in advance for approval. The reimbursement of additional equipment expense shall be at cost and will commence once equipment arrives at the service site, unless otherwise agreed in writing by the Project Manager. The County reserves the right to request and obtain documentation of the Vendor's cost for time and material projects, and to withhold payments until documentation is provided.

All County-purchased equipment must be new and of current manufacture in production at the time of bid opening, and carry industry standard warranties. At the time of delivery, at least two (2) complete shop repair manuals and parts lists must be furnished with each type of equipment. Vendor must service all equipment prior to delivery and/or acceptance by the County.

The scope of these specifications is to ensure the delivery of a complete unit ready for operation. Omission of any essential detail from these specifications does not relieve the Vendor from furnishing a complete unit.



Attachment 1: Vendor Submittal - 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 why prospective Vendors did not wish to respond to this ITB. If your firm is not responding to this ITB, please indicate the reason(s) by checking any appropriate item(s) listed below and return this form via email or fax to the Procurement Strategist listed on the first page or mail to: Collier County Procurement Services Division, 3327 Tamiami Trail East, Naples, Florida 34112.

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

Solicitation: 16-7019 - Printing of Visitor Guides

- Services requested not available through our company.
- Our firm could not meet specifications/scope of work.
- Specifications/scope of work not clearly understood (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):

Firm's **Complete Legal Name** _____

Address _____

City, State, Zip _____

Telephone Number _____

FAX Number _____

Signature / Title _____

Type Name of Signature _____ Date: _____



Attachment 2: Vendor's Check List

IMPORTANT: THIS SHEET MUST BE SIGNED BY VENDOR. Please read carefully, sign in the spaces indicated and return with bid.

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

1. The Bid has been signed.
2. The Bid prices offered have been reviewed.
3. The price extensions and totals have been checked.
4. The payment terms have been indicated.
5. Any required drawings, descriptive literature, etc. have been included.
6. Any delivery information required is included.
7. If required, the amount of bid bond has been checked, and the bid bond or cashiers check has been included.
8. Addendum have been signed and included, if applicable.
9. Affidavit for Claiming Status as a Local Business, if applicable.
10. Immigration Affidavit and company's E-Verify profile page or memorandum of understanding.
11. Copies of licenses, equipment lists, subcontractors or any other information as noted in this ITB.
12. The mailing envelope must be addressed to:
Procurement Director
Collier County Government
Procurement Services Division
3327 Tamiami Trail E
Naples FL 34112
The mailing envelope must be sealed and marked with:
 - **Solicitation: 16-7019 - Printing of Visitor Guides**
 - **Opening Date: 10/24/2016; 3:00PM**
13. The bid will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise bid cannot be considered.)
14. If submitting a manual bid, include any addenda (initialed and dated noting understanding and receipt). If submitting bid electronically, bidder will need to download all related documents on www.colliergov.net/bid. The system will date and time stamp when the addendum files were downloaded

ALL COURIER DELIVERED BIDS MUST HAVE THE BID NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET.

Company Name

Signature & Title

Date



Attachment 3: Vendor Submittal - Bid Response Form

FROM: _____

Board of County Commissioners
 Collier County Government Center
 Naples, Florida 34112

RE: Solicitation: 16-7019 - Printing of Visitor Guides

Dear Commissioners:

The undersigned, as Vendor, hereby declares that the specifications have been fully examined and the Vendor is fully informed in regard to all conditions pertaining to the work to be performed for as per the scope of work. The Vendor further declares that the only persons, company or parties interested in this Bid or the Contract to be entered into as principals are named herein; that this Bid is made without connection with any other person, company or companies submitting a Bid; and it is all respects fair and in good faith, without collusion or fraud.

The Vendor proposes and agrees if this bid is accepted, to comply with the requirements in full and in accordance with the terms, conditions and specifications denoted herein. The Vendor agrees to provide the following:

Line #	Description	Unit Price
1	Version A: 68 pages (64 text pages plus 4 cover pages): Cost for printing, binding, packaging and distribution Perfect Bound [Quantities: 100,000; Trim Size: 8”h x 10.5”h; Paper: 80# gloss cover; 60# #3 gloss text; Packaging: Carton Pack; and Details: Flood Gloss UV F&B Cover]	\$
2	Version B: 68 pages (64 text pages plus 4 cover pages): Cost for printing, binding, packaging and distribution, Saddle Stitch [Quantities: 100,000; Trim Size: 8”h x 10.5”h; Paper: 80# gloss cover; 60# #3 gloss text; Packaging: Carton Pack; and Details: Flood Gloss UV F&B Cover]	\$
3	Version C: 60 pages (56 text pages plus 4 cover pages): Cost for printing, binding, packaging and distribution Perfect Bound [Quantities: 100,000; Trim Size: 8”h x 10.5”h; Paper: 80# gloss cover; 60# #3 gloss text; Packaging: Carton Pack; and Details: Flood Gloss UV F&B Cover]	\$
4	Version D: 60 pages (56 text pages plus 4 cover pages): Cost for printing, binding, packaging and distribution, Saddle Stitched; [Quantities: 100,000; Trim Size: 8”h x 10.5”h; Paper: 80# gloss cover; 60# #3 gloss text; Packaging: Carton Pack; and Details: Flood Gloss UV F&B Cover]	\$

Any discounts or terms must be shown on the Bid Response Form. Such discounts, if any, will be considered and computed in the tabulation of the bids. In no instance should terms for less than fifteen (15) days payment be offered.

Prompt Payment Terms: _____% _____ Days; Net ___ Days

Note: If you choose to bid manually, please submit an ORIGINAL and ONE COPY of your bid response pages. The undersigned do agree that should this Bid be accepted, to execute a formal contract, if required, and present the formal contract to the County Procurement Director for approval within fifteen (15) days after being notified of an award.

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

Firm's **Complete Legal Name** _____

Address _____

City, State, Zip _____

Florida Certificate of Authority Document Number _____

Federal Tax Identification Number _____

CCR # or CAGE Code _____

Telephone Number _____

FAX Number _____

Signature / Title _____

Type Name of Signature _____

Date _____

Additional Contact Information

Send Payments To: (REQUIRED ONLY if different from above)

Firm's **Complete Legal Name** _____

Address _____

City, State, Zip _____

Contact Name _____

Telephone Number _____

FAX Number _____

Email Address _____



Attachment 4: Vendor Submittal – Local Vendor Preference Affidavit

Solicitation: 16-7019 - Printing of Visitor Guides (Check Appropriate Boxes Below)
State of Florida (Select County if Vendor is described as a Local Business)

- Collier County**
- Lee County**

Vendor affirms that it is a local business as defined by the Procurement Ordinance of the Collier County Board of County Commissioners and the Regulations Thereto. As defined in Section XI of the Collier County Procurement Ordinance:

Local business means the vendor has a current Business Tax Receipt issued by the Collier County Tax Collector for at least one year prior to bid or proposal submission to do business within Collier County, and that identifies the business with a permanent physical business address located within the limits of Collier County from which the vendor's staff operates and performs business in an area zoned for the conduct of such business. A Post Office Box or a facility that receives mail, or a non-permanent structure such as a construction trailer, storage shed, or other non-permanent structure shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a vendor shall not be considered a "local business" unless it contributes to the economic development and well-being of Collier County in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities, support and increase to the County's tax base, and residency of employees and principals of the business within Collier County. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid or proposal to be eligible for consideration as a "local business" under this section. A vendor who misrepresents the Local Preference status of its firm in a proposal or bid submitted to the County will lose the privilege to claim Local Preference status for a period of up to one year under this section.

Vendor must complete the following information:

Year Business Established in Collier County or Lee County: _____

Number of Employees (Including Owner(s) or Corporate Officers): _____

Number of Employees Living in Collier County or Lee (Including Owner(s) or Corporate Officers): _____

If requested by the County, vendor will be required to provide documentation substantiating the information given in this affidavit. Failure to do so will result in vendor's submission being deemed not applicable.

Vendor Name: _____ Date: _____

Address in Collier or Lee County: _____

Signature: _____ Title: _____

STATE OF FLORIDA

COLLIER COUNTY LEE COUNTY

Sworn to and Subscribed Before Me, a Notary Public, for the above State and County, on this _____ Day of _____, 20____.

Notary Public

My Commission Expires: _____

(AFFIX OFFICIAL SEAL)

Attachment 5: Vendor Submittal – Immigration Affidavit

Solicitation: 16-7019 - Printing of Visitor Guides

This Affidavit is required and should be signed, notarized by an authorized principal of the firm and submitted with formal Invitations to Bid (ITB's) and Request for Proposals (RFP) submittals. Further, Vendors / Bidders 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/bidder'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 / Bidder'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 / Bidder's proposal.

Company Name _____

Print Name _____ Title _____

Signature _____ Date _____

State of _____

County of _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 20____, by

_____ who has produced _____ as identification.
(Print or Type Name) (Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

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

**Attachment 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) require 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 _____ <i>(as shown on income tax return)</i>	
Business Name _____ <i>(if different from taxpayer name)</i>	
Address _____	City _____
State _____	Zip _____
Telephone _____	FAX _____ Email _____
Order Information	Remit / Payment Information
Address _____	Address _____
City _____ State _____ Zip _____	City _____ State _____ Zip _____
FAX _____	FAX _____
Email _____	Email _____

2. Company Status (*check only one*)

<input type="checkbox"/> Individual / Sole Proprietor	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> Tax Exempt (Federal income tax-exempt entity under Internal Revenue Service guidelines IRC 501 (c) 3)	<input type="checkbox"/> Limited Liability Company	
_____ Enter the tax classification <i>(D = Disregarded Entity, C = Corporation, P = Partnership)</i>		

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 of the contract.)

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 _____



Attachment 7: Vendor Submittal - Insurance and Bonding Requirements

Insurance / Bond Type	Required Limits
1. <input checked="" type="checkbox"/> Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements
2. <input checked="" type="checkbox"/> Employer's Liability	<u>\$100,000</u> single limit per occurrence
3. <input checked="" type="checkbox"/> Commercial General Liability (Occurrence Form) patterned after the current ISO form	Bodily Injury and Property Damage <u>\$1,000,000</u> 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. <input checked="" type="checkbox"/> Indemnification	To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall 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/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement.
4. <input type="checkbox"/> Automobile Liability	<u>\$ _____</u> Each Occurrence; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included
5. <input type="checkbox"/> Other insurance as noted:	<input type="checkbox"/> Watercraft <u>\$ _____</u> Per Occurrence <input type="checkbox"/> United States Longshoreman's and Harborworker's Act coverage shall be maintained where applicable to the completion of the work. <u>\$ _____</u> Per Occurrence <input type="checkbox"/> Maritime Coverage (Jones Act) shall be maintained where applicable to the completion of the work. <u>\$ _____</u> Per Occurrence <input type="checkbox"/> 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. <u>\$ _____</u> Per Occurrence <input type="checkbox"/> Pollution <u>\$ _____</u> Per Occurrence <input type="checkbox"/> Professional Liability <u>\$ _____</u> per claim and in the aggregate <ul style="list-style-type: none"> • \$1,000,000 per claim and in the aggregate • \$2,000,000 per claim and in the aggregate <input type="checkbox"/> Project Professional Liability <u>\$ _____</u> Per Occurrence <input type="checkbox"/> Valuable Papers Insurance <u>\$ _____</u> Per Occurrence

Employee Dishonesty / Crime \$_____ Per Occurrence
Including Employee Theft, Funds Transfer Fraud, Include a Joint Loss
Payee endorsement naming Collier County.

6. 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.
7. 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.
8. 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.
9. Collier County must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.
10. 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.
11. **Thirty (30) Days Cancellation Notice** required.

10/3/2016

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.

Name of Firm _____ Date _____

Vendor Signature _____

Print Name _____

Insurance Agency _____

Agent Name _____ Telephone Number _____



Attachment 2: Vendor's Check List

IMPORTANT: THIS SHEET MUST BE SIGNED BY VENDOR. Please read carefully, sign in the spaces indicated and return with bid.

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

1. The Bid has been signed.
2. The Bid prices offered have been reviewed.
3. The price extensions and totals have been checked.
4. The payment terms have been indicated.
5. Any required drawings, descriptive literature, etc. have been included.
6. Any delivery information required is included.
7. If required, the amount of bid bond has been checked, and the bid bond or cashiers check has been included.
8. Addendum have been signed and included, if applicable.
9. Affidavit for Claiming Status as a Local Business, if applicable.
10. Immigration Affidavit and company's E-Verify profile page or memorandum of understanding.
11. Copies of licenses, equipment lists, subcontractors or any other information as noted in this ITB.
12. The mailing envelope must be addressed to:
Procurement Director
Collier County Government
Procurement Services Division
3327 Tamiami Trail E
Naples FL 34112
The mailing envelope must be sealed and marked with:
 - **Solicitation:** Error! Reference source not found.
 - **Opening Date:** 10/24/2016; 3:00PM
13. The bid will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise bid cannot be considered.)
14. If submitting a manual bid, include any addenda (initialed and dated noting understanding and receipt). If submitting bid electronically, bidder will need to download all related documents on www.colliergov.net/bid. The system will date and time stamp when the addendum files were downloaded

ALL COURIER DELIVERED BIDS MUST HAVE THE BID NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET.

GRAPHIC Press
Company Name
Signature & Title [Handwritten Signature] Vice President
Date 10/24/16



Attachment 3: Vendor Submittal - Bid Response Form

FROM: Graphic Press

Board of County Commissioners
 Collier County Government Center
 Naples, Florida 34112

RE: **Solicitation:** Error! Reference source not found.

Dear Commissioners:

The undersigned, as Vendor, hereby declares that the specifications have been fully examined and the Vendor is fully informed in regard to all conditions pertaining to the work to be performed for as per the scope of work. The Vendor further declares that the only persons, company or parties interested in this Bid or the Contract to be entered into as principals are named herein; that this Bid is made without connection with any other person, company or companies submitting a Bid; and it is all respects fair and in good faith, without collusion or fraud.

The Vendor proposes and agrees if this bid is accepted, to comply with the requirements in full and in accordance with the terms, conditions and specifications denoted herein. The Vendor agrees to provide the following:

Line #	Description	Unit Price
1	Version A: 68 pages (64 text pages plus 4 cover pages): Cost for printing, binding, packaging and distribution Perfect Bound [Quantities: 100,000; Trim Size: 8"h x 10.5"h; Paper: 80# gloss cover; 60# #3 gloss text; Packaging: Carton Pack; and Details: Flood Gloss UV F&B Cover]	\$ 62,889.44
2	Version B: 68 pages (64 text pages plus 4 cover pages): Cost for printing, binding, packaging and distribution, Saddle Stitch [Quantities: 100,000; Trim Size: 8"h x 10.5"h; Paper: 80# gloss cover; 60# #3 gloss text; Packaging: Carton Pack; and Details: Flood Gloss UV F&B Cover]	\$ 52,448.00
3	Version C: 60 pages (56 text pages plus 4 cover pages): Cost for printing, binding, packaging and distribution Perfect Bound [Quantities: 100,000; Trim Size: 8"h x 10.5"h; Paper: 80# gloss cover; 60# #3 gloss text; Packaging: Carton Pack; and Details: Flood Gloss UV F&B Cover]	\$ 44,940.62
4	Version D: 60 pages (56 text pages plus 4 cover pages): Cost for printing, binding, packaging and distribution, Saddle Stitched; [Quantities: 100,000; Trim Size: 8"h x 10.5"h; Paper: 80# gloss cover; 60# #3 gloss text; Packaging: Carton Pack; and Details: Flood Gloss UV F&B Cover]	\$ 49,117.28

Any discounts or terms must be shown on the Bid Response Form. Such discounts, if any, will be considered and computed in the tabulation of the bids. In no instance should terms for less than fifteen (15) days payment be offered.

Prompt Payment Terms: 1 % 15 Days; Net 30 Days

Note: If you choose to bid manually, please submit an ORIGINAL and ONE COPY of your bid response pages. The undersigned do agree that should this Bid be accepted, to execute a formal contract, if required, and present the formal contract to the County Procurement Director for approval within fifteen (15) days after being notified of an award.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 24 day of October, 2016 in the County of Broward, in the State of FL.

Firm's Complete Legal Name GRAPHIC Reproductions, Inc

Address 2214-B Hardew st

City, State, Zip Titusville

Florida Certificate of Authority Document Number _____

Federal Tax Identification Number 59-2982706

CCR # or CAGE Code 7JL43

Telephone Number 321-267-1111

FAX Number 321-383-8487

Signature / Title [Signature] / vice president

Type Name of Signature DAN RAMSEY

Date 10/24/16

Additional Contact Information

Send Payments To: (REQUIRED ONLY if different from above)

Firm's Complete Legal Name _____

Address _____

City, State, Zip _____

Contact Name _____

Telephone Number _____

FAX Number _____

Email Address _____

Attachment 5: Vendor Submittal – Immigration Affidavit

Solicitation: Error! Reference source not found.

This Affidavit is required and should be signed, notarized by an authorized principal of the firm and submitted with formal Invitations to Bid (ITB's) and Request for Proposals (RFP) submittals. Further, Vendors / Bidders 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/bidder'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 / Bidder'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 / Bidder's proposal.

Company Name Graphic Reproductions, Inc
Print Name DAN RAMSEY Title Vice President
Signature [Signature] Date 10/24/16
State of Florida
County of Brevard

The foregoing instrument was signed and acknowledged before me this 24 day of October, 2016, by Daniel Ramsey who has produced FLDL R520-162-71-111-0 as identification.
(Print or Type Name) (Type of Identification and Number)

[Signature]
Notary Public Signature
Kristina Hardin
Printed Name of Notary Public
#1384859 / 11/13/17
Notary Commission Number/Expiration



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

Attachment 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) require 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 <u>GRAPHIC Reproductions, Inc. (Graphic Press)</u> <small>(as shown on income tax return)</small>	
Business Name _____ <small>(if different from taxpayer name)</small>	
Address <u>2214-B Harder St</u> City <u>Titusville</u>	
State <u>FL</u> Zip <u>32796</u>	
Telephone <u>321-267-1111</u> FAX <u>321-383-8487</u> Email <u>GRAPHIC press @ CFL, FL, com</u>	
Order Information Address <u>Same</u> City _____ State _____ Zip _____ FAX _____ Email _____	Remit / Payment Information Address <u>Same</u> City _____ State _____ Zip _____ FAX _____ Email _____

2. Company Status (check only one)

<input type="checkbox"/> Individual / Sole Proprietor	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> Tax Exempt (Federal income tax-exempt entity under Internal Revenue Service guidelines IRC 501 (c) 3)	<input type="checkbox"/> Limited Liability Company	
_____ Enter the tax classification <small>(D = Disregarded Entity, C = Corporation, P = Partnership)</small>		

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

Federal Tax Identification Number (TIN) <u>59-2982706</u> <small>(Vendors who do not have a TIN, will be required to provide a social security number prior to an award of the contract.)</small>
--

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 <u>[Signature]</u>	Date <u>10/24/16</u>
Title <u>Vice President</u>	Phone Number <u>321-267-1111</u>

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Graphic Reproductions, Inc.		
	2 Business name/disregarded entity name, if different from above Graphic Press		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) 2214 Garden Street Suite B		Requester's name and address (optional)
	6 City, state, and ZIP code Titusville, FL 32796		
	7 List account number(s) here (optional)		

Part I Taxpayer identification number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
5	9		2	9	8	2	7	0	6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Leonard G. Piotrowski* Date ▶ 10/24/16

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



Attachment 7: Vendor Submittal - Insurance and Bonding Requirements

Insurance / Bond Type	Required Limits
1. <input checked="" type="checkbox"/> Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements
2. <input checked="" type="checkbox"/> Employer's Liability	\$100,000 single limit per occurrence
3. <input checked="" type="checkbox"/> 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. <input checked="" type="checkbox"/> Indemnification	To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall 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/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement.
4. <input type="checkbox"/> Automobile Liability	\$ _____ Each Occurrence; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included
5. <input type="checkbox"/> Other insurance as noted:	<input type="checkbox"/> Watercraft \$ _____ Per Occurrence <input type="checkbox"/> United States Longshoreman's and Harborworker's Act coverage shall be maintained where applicable to the completion of the work. \$ _____ Per Occurrence <input type="checkbox"/> Maritime Coverage (Jones Act) shall be maintained where applicable to the completion of the work. \$ _____ Per Occurrence <input type="checkbox"/> 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 <input type="checkbox"/> Pollution \$ _____ Per Occurrence <input type="checkbox"/> Professional Liability \$ _____ per claim and in the aggregate <ul style="list-style-type: none"> • \$1,000,000 per claim and in the aggregate • \$2,000,000 per claim and in the aggregate <input type="checkbox"/> Project Professional Liability \$ _____ Per Occurrence <input type="checkbox"/> Valuable Papers Insurance \$ _____ Per Occurrence

Employee Dishonesty / Crime \$ _____ Per Occurrence
Including Employee Theft, Funds Transfer Fraud, Include a Joint Loss
Payee endorsement naming Collier County.

6. 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.

7. 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.

8. 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.

9. Collier County must be named as "ADDITIONAL INSURED" on the Insurance Certificate for Commercial General Liability where required.

10. 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.

11. Thirty (30) Days Cancellation Notice required.

10/3/2016

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.

Name of Firm GRAPHIC Reproductions, INC Date _____

Vendor Signature [Signature]

Print Name DAN RAMSEY

Insurance Agency Brown + Brown Hartford

Agent Name Brown + Brown Insurance Telephone Number 321-757-

Sarah Naberhaus 8680



November 28, 2016
New Business 7-C

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/20/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Brevard 6905 N. Wickham Road Suite 501 Melbourne FL 32940	CONTACT NAME: Sarah Naberhaus	
	PHONE (A/C No. Ext): (321) 757-8686	FAX (A/C No): (321) 757-8687
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Graphic Reproductions, Inc., DBA: Graphic Press 2214-B Garden Street Titusville FL 32796	INSURER A: Hartford Ins. Co. Of The South 38261	
	INSURER B: Hartford Underwriters Ins. Co. 30104	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		


COVERAGES **CERTIFICATE NUMBER:** CL1692016860 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			21 SBA FP7417 SA	9/3/2016	9/3/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Printing Service E&O \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			21 UEC UT5309 SA	9/3/2016	9/3/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Printing Errors & Omissions			21 SBA FP7417 SA	9/3/2016	9/3/2017	Occurrence \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER graphicpress-linda@cfl.rr. Graphic Reproductions, Inc. 2214 B-Garden St Titusville, FL 32796	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Aaron Phillips/SEN 
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Email: adamnorthrup@colliergov.net
Telephone: (239) 252-6098
FAX: (239) 252-6302

ADDENDUM #1

Memorandum

Date: 10/14/2016
From: Adam Northrup
To: Interested Bidders
Subject: Addendum # 1
Solicitation #16-7019 – Printing of Visitor Guides

The following clarifications are issued as an addendum identifying the following change (s) to pages 4 and 5 of the referenced solicitation:

Version A: **68 Pages** (64 text pages + 4 cover pages)
Quantities: 100,000
Trim Size: ~~8"h x 10.5"h~~ **8 inches wide x 10.5 inches high.**
Paper: 80# gloss cover; 60# #3 gloss text
Bindery: Perfect Bound
Packaging: Carton Pack
Details: Flood Gloss UV F&B Cover

Version B: **68 Pages** (64 text pages + 4 cover pages)
Quantities: 100,000
Trim Size: ~~8"h x 10.5"h~~ **8 inches wide x 10.5 inches high.**
Paper: 80# gloss cover; 60# #3 gloss text
Bindery: Saddle Stitched
Packaging: Carton Pack
Details: Flood Gloss UV F&B Cover

Version C: **60 Pages (56 text pages + 4 over pages)**
Quantities: 100,000
Trim Size: ~~8"h x 10.5"h~~ **8 inches wide x 10.5 inches high.**
Paper: 80# gloss cover; 60# #3 gloss text
Bindery: Perfect Bound
Packaging: Carton Pack
Details: Flood Gloss UV F&B Cover

Version D: **60 Pages (56 text pages + 4 cover pages)**
Quantities: 100,000
Trim Size: ~~8"h x 10.5"h~~ **8 inches wide x 10.5 inches high.**
Paper: 80# gloss cover; 60# #3 gloss text

Bindery: Saddle Stitched
Packaging: Carton Pack
Details: Flood Gloss UV F&B Cover

The final product will look like a standard magazine.

Note: Language deleted has been ~~struck through~~. New language has been **underlined**.

All other terms and conditions of the agreement shall remain in force.

If you require additional information please post a question on the Online Bidding site or contact me using the above contact information.

c: Jack Wert, Director Tourism

Please sign below and return a copy of this Addendum with your submittal for the above referenced solicitation

(Signature)

Date

10/24/16

(Name of Firm)

Graphic Press