



Lee County Board of County Commissioners
DIVISION OF PROCUREMENT MANAGEMENT

Request for Proposal Construction Manager at Risk (CN)

Solicitation No.:	CN 160295/LKD		
Solicitation Name	Construction Manager at Risk: North Fort Myers & Bonita Springs Libraries		
Open Date/Time:	6/20/2016	Time:	2:30 PM
Location:	Lee County Procurement Management 1500 Monroe Street 4th Floor Fort Myers, FL 33901		
Procurement Contact:	Lori DeLoach, CPPB	Title	Procurement Analyst
Phone:	(239) 533-8881	Email:	LDeLoach@leegov.com
Requesting Dept.	Facilities Construction & Management		
Pre-Solicitation Meeting:			
Type:	No meeting scheduled at this time		
Date/Time:			
Location:			

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

Notice to Contractor / Vendor / Proposer(s)

RFP#160295/LKD Construction Manager at Risk: North Fort Myers & Bonita Springs Libraries

Request for Proposal Construction Manager at Risk (CN)

Lee County, Fort Myers, Florida, is requesting proposals from qualified individuals/firms for

Construction Manager at Risk: North Fort Myers & Bonita Springs Libraries

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

Those individuals/firms interested in being considered for (RFP) are instructed to submit, in accordance with specifications, their proposals, pertinent to this project prior to

2:30 PM Monday, June 20, 2016

to the office of the **Procurement Management Director, 1500 Monroe Street, 4th Floor, Fort Myers, Florida 33901**. The Request for Proposal shall be received in a sealed envelope, prior to the time scheduled to receive proposals, and shall be clearly marked with the solicitation name, solicitation number, proposer name, and contact information as identified in these solicitation documents.

The Scope of Services for this RFP is available from www.leegov.com/procurement. Vendors who obtain scope of services from sources other than www.Leegov.com/procurement are cautioned that the solicitation package may be incomplete. The County's official bidders list, addendum(s) and information must be obtained from www.Leegov.com/procurement. It is the proposer's responsibility to check for posted information. The County may not accept incomplete proposals.

There will be no Pre-proposal Conference for this RFP

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

Lori DeLoach, LDeLoach@LeeGov.com

Sincerely,



Mary G. Tucker, CPPO, FCCM, FCCN
Procurement Management Director

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

GENERAL CONDITIONS

Sealed Responses will be received by the DIVISION OF PROCUREMENT MANAGEMENT, until the time and date specified on the cover sheet of this "Request for Proposal Construction Manager at Risk (CN)".

Any question regarding this solicitation should be directed to the Procurement Division Contact listed on the cover page of this solicitation.

1. SUBMISSION OF LETTERS OF INTEREST:

- a. All Letters of Interest must be submitted in compliance with the Response Procedure set forth below via email:
- b. **SUBMISSION OF PROPOSAL:**
 - 1. Proposals must be sealed in an envelope, and the outside of the envelope must be marked with the following information:
 - i. The envelope exterior: (label included in forms section)
 - 1. Marked with the words "Sealed Proposal"
 - 2. Name of the firm submitting the quotation
 - 3. Title of the proposal
 - 4. Proposal number
 - ii. The envelope shall include:
 - 1. One (1) original hard copy of the proposal submittal
 - 2. Six (6) electronic CD ROM or flash drive sets of the proposal submittal
 - a. One single adobe PDF file and should be copied **in the same order as the original hard copy.**
 - b. Limit the color and number of images to avoid unmanageable file sizes.
 - c. Use a rewritable CD and **do not lock files.**
 - d. If a cost/bid schedule was provided, the completed schedule should be included as a Microsoft Excel file on the CD-ROM or flash drive.
 - iii. Submission Format:
 - 1. Required Forms: complete and return all required forms. If the form is not applicable please return with "Not Applicable" or "N/A" in large letters.
 - 2. Proposal must be properly signed and where applicable corporate and/or notary seals.
 - 3. Response to Criteria (Not to exceed **20 single sided pages**, excluding "required form(s)")
 - 4. Should not contain links to other Web pages
- c. Letters of Interest must, at a minimum include the following information: (please prepare in sections noted below)

Section(s):

- 1 Project CN Number and Name
- 2 Proposers' Company Information
 - a. Name and Address
 - b. Contact Person, phone, fax and email address
 - c. How many years has proposer been in business under present name?
 - d. Under what other former names has your organization operated?
 - e. Proposed responsible office
 - i. Location
 - ii. How many full times employees assigned to this location
 - f. Will work be shared amongst employees working out of different locations? If so, please provide the allocation of personnel and related work they are to perform.

- 3 Qualification Statement
 - a. Include consultant and/or proposed sub-consultants for advertised work
- 4 Proposed key personnel/project team and their roles (do not include resume's)
- 5 Project Understanding, Approach, ideas to improve scope of project
- 6 Reference Responses (to be returned by vendor's reference respondents)
- 7 Required Forms

- d. **ADDENDUM(S):** Each proposer/vendor shall examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be made in writing, submitted and received at least **eight (8) calendar days prior to the date when proposals/bids are due**. Responses will be done in the form of an Addendum posted on www.lee.gov/procurement. It is the proposer/vendor's responsibility to check the website for information. No notifications will be sent by Lee County Procurement Management.
- e. **RESPONSES RECEIVED LATE:** The delivery of Letter of Interest to Lee County Procurement Management prior to or on the time and date as stated is solely and strictly the responsibility of the Consultant. Lee County Procurement Management shall not be responsible for delays caused by the E-mail System(s), United States Postal Service, Overnight Express Mail Services, or for delays caused by any other occurrence. Late Letters of Interest may be returned to the Consultant with the notation: "This Letter of Interest was received after the specified deadline time".
- f. **COUNTY RESERVES THE RIGHT:** The County reserves the right to exercise its discretion, to waive minor informalities in any response; to reject any or all responses with or without cause; and/or to accept the response that in its judgment will be in the best interest of the Lee County.
- g. **EXECUTION OF SOLICITATION:** All responses shall contain the signature of an authorized representative of the vendor in the space provided on the anti-collusion page. All responses shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the response shall be initialed.
- h. **ADDITIONS/REVISIONS/DELETIONS:** Additions, revisions or deletions to the general conditions, specifications that change the intent of the solicitation will cause the solicitation to be non-responsive and the response will not be considered. The Procurement Management Director shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the solicitation.

2. ACCEPTANCE

It is understood and agreed that all documents, including detail reports, plans, original tracings, specifications and all data prepared or obtained by the successful proposer in connection with its services hereunder, including all documents bearing the professional seal of the successful proposer, there under shall be delivered to and become the property of the Lee County, prior to final payment to the successful proposer at the termination of the agreement. This includes any electronic versions, such as CAD or other computer aided drafting programs.

3. RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES

The awarded vendor shall observe and obey all laws, ordinances, rules, and regulations, of the federal, state, and local government, which may be applicable to the supply of this product or service. The awarded vendor has attested to compliance with the applicable immigration laws of the United States in the attached affidavit. Violations of the immigration laws of the United States shall be grounds for unilateral termination of the awarded agreement.

- a. Local Business Tax – Vendor shall submit within 10 calendar days after request.
- b. Specialty License(s) – Vendor shall possess at the time of the opening of the proposal all necessary permits and/or licenses required for the sale of this product and/or service and upon the request of the County will provide copies of licenses and/or permits within 10 calendar days after request.
- c. The geographic preference established in the Local Vendor Preference ordinance is applicable to all Lee County procurement activities unless otherwise specifically noted in the solicitation package. Provided, however, the Local Vendor Preference ordinance is not applicable to procurement activity or solicitations involving Federal Transit Administration grant funds.
- d. Florida Statutes Section 607.1501 (1) states: A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State. (will be verified via www.sunbiz.org)

4. **LEE COUNTY PAYMENT PROCEDURES**

All vendors are requested to mail an original invoice to:

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

All invoices will be paid as directed by the Lee County payment procedure unless otherwise differently stated in the detailed specification portion of this project.

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

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

5. **PUBLIC ENTITY CRIME**

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

6. **MISCELLANEOUS**

If a conflict exists between the General Conditions and the detailed specifications, then the detailed specifications shall prevail.

7. **WAIVER OF CLAIMS**

Once this contract expires, or final payment has been requested and made, the awarded contractor shall have no more than 30 days to present or file any claims against the County concerning this contract. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning this agreement.

8. **AUTHORITY TO PIGGYBACK**

It is hereby made a precondition of any proposal and a part of these specifications that the submission of any proposal in response to this request constitutes a proposal made under the same conditions, for the same price, and for the same effective period as this proposal, to any other governmental entity.

9. **COOPERATIVE PURCHASING**

The Lee County Board of County Commissioners participates in cooperative purchasing agreements; it is hereby made a part of this proposal that the submission of any proposal in response to this request constitutes a proposal made under the same conditions, for the same contract price, to the other governmental entities.

10. **COUNTY RESERVES THE RIGHT**

a) **Any Single Large Project**

The County, in its sole discretion, reserves the right to separately solicit any project that is outside the scope of this solicitation, whether through size, complexity, or dollar value.

b) **Disadvantaged Business Enterprises (DBE's)**

The County, encourages the use of Disadvantaged Business Enterprise vendor(s) if the prices are determined to be in the best interest of the County, to assist the County in the fulfillment of any of the County's grant commitments to federal or state agencies.

c) **Anti-Discrimination**

The vendor for itself, its successors in interest, and assignees, as part of the consideration there of covenant and agree that:

In the furnishing of services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, handicap or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The vendor will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, handicap or marital status. Such action shall include, but not be limited to, acts of employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Vendor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause.

Vendor will provide all information and reports required by relevant regulations and/or applicable directives. In addition, the vendor shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance. The vendor shall maintain and make available relevant data showing the extent to which members of minority groups are beneficiaries under these contracts.

Where any information required of the vendor is in the exclusive possession of another who fails or refuses to furnish this information, the vendor shall so certify to the County its effort made toward obtaining said information. The vendor shall remain obligated under this paragraph until the expiration of three (3) years after the termination of this contract.

In the event of breach of any of the above anti-discrimination covenants, the County shall have the right to impose sanctions as it may determine to be appropriate, including withholding payment to the vendor or canceling, terminating, or suspending this contract, in whole or in part.

Additionally, the vendor may be declared ineligible for further County contracts by rule, regulation or order of the Board of County Commissioners of Lee County, or as otherwise provided by law.

The vendor will send to each union, or representative of workers with which the vendor has a collective bargaining agreement or other contract of understanding, a notice informing the labor union of worker's representative of the vendor's commitments under this assurance, and shall post copies of the notice in conspicuous places available to the employees and the applicants for employment.

The vendor will include the provisions of this section in every subcontract under this contract to ensure its provisions will be binding upon each subcontractor. The vendor will take such actions with respect to any subcontractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

11. **DRUG FREE WORKPLACE**

Whenever two or more proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statutes 287.087.

12. **AUDITABLE RECORDS**

The awarded vendor shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting methods, and Lee County reserves the right to determine the record-keeping method required in the event of non-conformity. These records shall be maintained for two years after completion of the project and shall be readily available to County personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

14. **REQUIRED SUBMITTALS**

Any submittals requested should be returned with the solicitation response. This information may be accepted after opening, but no later than 10 calendar days after request.

15. **TERMINATION**

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

The Procurement Management Director may immediately terminate any agreement as a result of this solicitation for emergency purposes, as defined by the Lee County Purchasing and Payment Procedure Manual.

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

16. **CONFIDENTIALITY**

Vendors should be aware that all submittals (including financial statements) provided with a solicitation are subject to public disclosure and will **not** be afforded confidentiality.

17. **ANTI-LOBBYING CLAUSE**

All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Lee County Government, Lee County staff members, nor any members of the Qualification/Evaluation Review Committee are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on *formal notice* that they are ***not*** to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County for negotiations. Any such lobbying activities may cause immediate disqualification for this project.

18. **INSURANCE (AS APPLICABLE)**

Insurance shall be provided, per the attached insurance guide. Upon request, an insurance certificate complying with the attached guide may be required prior to award.

19. **CONFLICT OF INTEREST**

All firms are hereby placed on formal notice that per Section 3 of Lee County Ordinance No. 92-22:

The County is prohibited from soliciting a professional services firm to perform project design and/or construction services if the firm has or had been retained to perform the project feasibility or study analysis.

And:

A professional services firm who has performed or participated in the project feasibility planning, study analysis, development of a program for future implementation or drafting of solicitation documents directly related to this County project, as the primary contractor/consultant or a prominent member of the team, cannot be selected or retained, as the primary contractor/consultant or a named member of the contracting/consulting team, to perform project design, engineering, or construction services for subsequent phase s or scopes of work for this project. Pursuant to FS. S. 287.057(17) the firm will be deemed to have a prohibited conflict of interest that creates an unfair competitive advantage.

Should your response be found in violation of the above stated provisions; the County will consider this previous involvement in the project to be a conflict of interest, which will be cause for immediate disqualification of the submittal from consideration for this project.

20. **PROTEST RIGHTS**

As a bidder/proposer in the formal solicitation process you have a right to protest an intended decision posted by the County as part of the solicitation process. "Decisions" are posted on the Lee County Procurement website and include, notices of award, notices reflecting an interim decision by an evaluation committee to short list the submittals, and recommendations of the committee to the Board for award of a contract. Vendors are responsible

to check for information regarding the solicitation on this website. The process and procedure applicable to pursuing a bid/proposal protest are found in the Lee County Procurement Code/Manual posted on the Lee County website. In order to preserve your right to protest, you must file a written *Notice of Intent to File a Protest* with the Lee County Procurement Management Director by close of business (5pm) on the 3rd working day after the decision affecting your rights is posted on the Lee County website. The notice must clearly state the basis and reasons for the protest. The written Notice of Intent to File a Protest must be physically received by the Procurement Management Division within the required time frame; no additional time is granted for mailing. To secure your right to protest, you will also be required to post a Protest Bond and file a written Formal Protest document within 10 calendar days after the date the Notice of Intent to File a Protest is received by Procurement Management.

FAILURE TO FOLLOW THE BID/PROPOSAL PROTEST PROCEDURE REQUIREMENTS ESTABLISHED BY THE LEE COUNTY, FLORIDA, BOARD OF COUNTY COMMISSIONERS AS SET FORTH IN THE PROCUREMENT CODE/MANUAL CONSTITUTES A WAIVER OF YOUR RIGHT TO PROTEST AND TO PURSUE ANY RESULTING CLAIMS.

21. **CONTRACTOR/SUB-CONTRACTOR RELATIONSHIP**

The prime contractor on a project may not also be listed as a sub-contractor to another firm submitting a proposal for the same solicitation. Should this occur, all responses from the involved/named firms will be considered non-compliant and rejected for award. Sub-contractors may be listed on multiple proposals for the same solicitation.

22. **MINORITY BUSINESS ENTERPRISE:**

Each proposer shall undertake to achieve a goal to place a portion of the total amount proposed, as per the goals established in Florida Statutes 287.9451(4)(n) with one or more M.B.E.'s, including suppliers of materials, goods as well as services. **The proposers shall document and include with their proposal documents the full name and address of the M.B.E.'s, along with a description of the services, supplies, materials or goods and the allocation of the cost of the same as it relates to each M.B.E. utilized.** Changes from those M.B.E.'s submitted with the proposal will be subject to the approval of the county. All M.B.E.'s shall be certified as a Minority Business Enterprise by the State of Florida, Department of Management Services, Office of Supplier Diversity pursuant to Section 287.0943, Florida Statutes, or by state wide and inter-local agreement certification, as provided for by Section 287.0943(1), Florida Statutes.

23. **SELECTION PROCEDURE:**

The selection of the Consultant will be made in accordance with Lee County Procurement Policy and Chapter 287.055 Florida Statutes. Some or all of the responding firms may be requested to provide telephone interviews or written or oral technical proposals (or both), for the ranking process. After ranking of the consultants by the Board of County Commissioners, the contract fee will be negotiated in accordance with Section 287.055, Florida Statutes.

NOTE: Proposed short-list and final selection meeting dates are posted on the Procurement Management web page at www.leegov.com/procurement.

24. **MAJOR BREAKDOWNS/NATURAL DISASTERS**

Lee County requires that the awarded vendor provide the name of a contact person and phone number which will afford Lee County access twenty-four hours per day, 365 days per year, of this product or service in the event of major breakdowns or natural disasters.

Lee County reserves the right to purchase the product or service listed in this quotation elsewhere in an emergency situation.

25. SCRUTINIZED COMPANIES

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of \$1 million or more, the company must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

26. DESIGNATED CONTACT

The awarded vendor shall appoint a person or persons to act as a primary contact for all County departments. This person or back-up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.

27. AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

The attached document, Affidavit Certification Immigration Laws, is required and should be submitted with your solicitation package. It must be signed and notarized. Failure to include this affidavit with your response will delay the consideration and review of your submission; and could result in your response being disqualified.

28. AGREEMENTS/CONTRACTS

The awarded vendor will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at <http://sp.leegov.com/procurement/forms>

29. PROJECT GUIDELINES

The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and/or Requirements which shall serve as a guide to the CONSULTANT in performing the professional services and work to be provided pursuant to this Agreement:

Any governmental entity may utilize the provisions of this contract for their specific needs.

No amount of work is guaranteed upon the execution of a Professional Services Agreement.

Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the contract period.

This contract does not entitle any firm to exclusive rights to County contracts. The County reserves the right to perform any and all available required work in-house or by any other means it so desires.

In reference to vehicle travel, mileage is considered incidental to the work and not an extra expense. Also, man-hours spent in travel time to and from work or the job site(s), are not compensable.

County reserves the right to add or delete, at any time, any or all tasks or services associated with this agreement

Cost Proposal Worksheet: to be used when performing work for Lee County.

End of Section

Special Conditions:

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

1. Liquidated Damages:

- a. BIDDER hereby agrees, if this proposal is accepted, to commence Work under this Project on or before ten (10) calendar days from the receipt of the Notice to Proceed and to fully complete all Work on the Project within the Contract Time stipulated. BIDDER further agrees to pay the determined dollar amount in liquidated damages for each consecutive calendar day beyond final completion the Work is delayed.
- b. Liquidated Damages to be determined by means of one of the following methods:
- i. Liquidated damages will be based on the entire project amount per calendar day using the table below:

Estimated Project Cost Over	Estimated Project Cost But Less than	Daily Charge Per Calendar Day
\$0.00	\$50,000.00	\$645.00
\$50,000.00	\$250,000.00	\$760.00
\$250,000.00	\$500,000.00	\$970.00
\$500,000.00	\$2,500,000.00	\$1,500.00
\$2,500,000.00	\$5,000,000.00	\$2,400.00
\$5,000,000.00	\$10,000,000.00	\$3,300.00
\$10,000,000.00	\$15,000,000.00	\$4,600.00
\$15,000,000.00	\$20,000,000.00	\$4,300.00
\$20,000,000.00 over		\$5,700.00 plus .00005

Or

- ii. **Liquidated Damages amount to be based on the following formula: Contract Price or GMP/Days to Substantial Completion * 15-20% (TBD).**
The CONTRACTOR shall be liable to the COUNTY for per diem liquidated damages in the amount of \$TBD, for each day of delay in achieving substantial completion as set forth herein. The per diem liquidated damages will be subject to change based upon the establishment of the actual contract price.

End of section

Scoring Criteria

Category	Category Title	Category Description	Points
1	Qualifications of Company	Includes company qualification and company information. CompanyIntroduction and ExecutiveSummary.	35
2	Personnel	Personnel qualifications.	35
3	Services/References	Services (past projects) and references that support your comments on the products orservices you provide. Past customers related experience with your company.	10
4	Proposal Requirements	Details on how you plan to provide your products or services based on the specifications or scope of work provided in this solicitation orproposal request.	20
			100

RFP Submission Schedule

Submission Description	Date(s)	Time
Advertise Request for Proposal (RFP)	05/20/2016	N/A
Pre-Proposal Meeting	None at this time	N/A
Proposal Question Deadline	8 Calendar days prior to opening	Prior to 5:00 PM
Submission Deadline	06/20/2016	Prior to 2:30 PM
First Committee Meeting Short list discussion	07/14/2016	1:30 PM *
Notify Shortlist Selection via e-mail	TBD	N/A
Final Scoring/Selection Meeting	07/29/2016	9:00 AM *
Commission Meeting	TBD	

Additional notes on Submission Schedule:

***Meeting Locations: 1500 Monroe Street, Room 4D, Fort Myers, FL 33901**

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS
FOR
CN160295/LKD
Construction Manager at Risk for the North Fort Myers & Bonita Springs Libraries**

1. General Scope of Project

This scope of services entails providing Pre-construction and construction management services for the:

- a. New North Fort Myers Library – Lee County Public Library, to be located within the existing library site. A project conceptual site plan is herewith attached. The NFM Library will include not less than 25,000 gross square feet of floor area arranged in a single-story configuration.
- b. New Bonita Springs Library -Lee County Public Library, to be located with the County of Bonita Springs. A project conceptual site plan is herewith attached. The BS Library will include not less than 25,000 gross square feet of floor area arranged in a Multi-story configuration
- c. Time of Completion is anticipated to be approximately 15 to 18 months
- d. The estimated cost of the project is \$25,000,000.

2. Project Objective

- a. In selecting a Construction Manager at Risk (CMR), the County will place emphasis on the experience of the Firm and its assigned personnel in providing services on projects of similar magnitude and complexity.
- b. During the design phase, The selected firm shall cooperate with Lee County Staff, and the Design Professional teams:
 - i. To develop an optimum, minimum risk, and buildable design for the Project;
 - ii. To review and evaluate, throughout the this phase, the design as necessary for constructability;
 - iii. Value engineering, as necessary, of the construction documents to insure that the cost to construct both libraries will be achieved within the available construction budget;
 - iv. Develop Guaranteed Maximum Price based on the final permitted construction documents and specifications;
- c. During the Construction Phase, the CMR shall:
 - i. Successfully complete the Project in accordance with the Construction Contract Documents and within the Guaranteed Maximum Price (GMP);
 - ii. Provide and maintain adequate staff to oversee and manage the construction for both libraries throughout the construction phase of these projects;
 - iii. Successfully complete the construction of both buildings within the approved construction schedule;
 - iv. Comply with the CMAR contract documents and its general conditions.

3. Phases

- a. This project will consist of two phases.
 - i. Design Phase
 - ii. Construction Phase

4. Minimum Requirements

- a. The selected CMR should have: **(Provide verification of these qualifications with your proposal.)**
 - i. Experience with the CMR concepts or valued engineering concept.
 - ii. A minimum of 10 years Contractor experience
 - iii. Construction Management Experience with a minimum of 5 similar projects
 - iv. Public Entities within the references: 5

- v. Contractor License for a minimum of 2 years
- vi. Provide a minimum of 5 CMR references to include:
 - 1. Project Name
 - 2. Project Address
 - 3. Project Contact Name
 - 4. Project Contact Email
 - 5. Project Contact Telephone Number
- vii. Project Manager Experience: Minimum of 10 years
- viii. Project Superintendent Experience: Minimum of 10 years.
- b. Evidence of Bondability. Will be required to provide Payment & Performance bond for 100% of the project amount.
- c. A Construction Manager at Risk will be selected to manage the performance of all goods and services necessary for the completion of the project. During the Design Phase the Construction Manager/Firm will assist in the County hired design professional to determine buildability, provide input, and advise means or methods of potential cost savings to the County. The Construction Manager at Risk/firm will complete the Construction Phase by the utilization of subcontractor's qualified, experienced and licensed companies/contractors who specialize in the various areas covered in the scope of the project. The Construction Phase will be inclusive of the selection and subcontracting of companies/contractors for goods and services that bring quality, economic benefits and value engineering to the County.
- d. The selected firm, at the County's discretion, may only be allowed to self-perform 25% or less of the overall project. The remaining 75% must be bid among subcontractors.
 - i. If the firm discovers that self-performed services are more economically beneficial to the County then they may exceed the 25 % requirement with approval of the County.
 - ii. If the CMR receives one or less bids from subcontractors in a selected specialty or field, then the CMR may exceed the 25% self-performance with approval of the County.

5. Design Phase

- a. Prime Goal: During the Design Phase, the CMR shall assist the County and the Design Professional (DP) in developing an optimum, minimum risk and buildable design for the Project. During the Design Phase, the County, the DP, and the CMR shall develop and complete a design for the Project that meets the County's needs and is within the portion of the County's Project Budget available for payment of costs of the construction work. During the Design Phase, the CMR shall be paid a Design Phase Services Fee.
- b. Services: The CMR shall meet with the County to determine the schedule of meetings and the work required to provide value engineering. Services provided during the Design Phase of the project should include, but not limited to:
 - i. Consulting with, advising, assisting, and making recommendations to the County and the DP.
 - ii. Reviewing all plans and specifications as they are being developed and making recommendations with respect to construction feasibility, availability of material and labor, and time requirements for procurement and construction.
 - iii. Projected costs; developing, reviewing, and refining the Project's budget estimates based on the County's program and other available information.
 - iv. Making recommendations to the County and the DP regarding the division of work in the plans and specifications to facilitate the bidding process and awarding of contracts.
 - v. Soliciting the interest of capable contractors and taking bids on the Project and analyzing the bids received.
 - vi. Preparing and maintaining a progress schedule during the Design Phase of the project and the preparation of a proposed construction schedule.
- c. The following milestones shall be completed in the Design Phase before the Project can progress to the Construction Phase.
 - i. The CMR and County shall agree on a Guaranteed Maximum Price (GMP)
 - ii. The CMR and County shall execute the Construction Contract with all attachments and exhibits.
- d. The CMR shall not commence construction activities during the Design Phase.
- e. The County shall not be obligated to have the CMR construct the Project nor shall the CMR assume to have any rights to construct the Project. The CMR shall have no basis of claim against the County if the County elects to terminate or not construct the Project for any reason or at any time during the Planning Phase.

6. Construction Phase

- a. Prime Goal: During the Construction Phase, the CMR shall successfully complete the Project in accordance with the Construction Documents and within the Guaranteed Maximum Price (GMP).
 - i. Services provided by the CMR during the Construction Phase of the Project shall include, but not be limited to:
 - 1. Maintaining competent supervisory staff to coordinate and provide general direction of the work and progress of the sub-contractors on the Project.
 - 2. Directing the work as it is being performed for general conformance with working drawings and specifications.
 - 3. Establish and implement procedures for the coordination among the CMR, County, Design Professional, and sub-contractors with respect to all aspects of the Project.
 - 4. Maintain a record of local hires and hours worked as requested by the County.
 - 5. Maintain job site records and producing appropriate progress reports.
 - 6. Implement a labor policy in conformance with the requirements of the County.
 - 7. Review and provide recommendations regarding the safety and equal opportunity programs of each sub-contractor for conformance with the County's policies.
 - 8. Review and process all pay applications and invoices for payment by involved sub-contractors and material suppliers in accordance with the terms of the Contract.
 - 9. Make recommendations, process, and maintain records of requests for changes in the work through change orders.
 - 10. Schedule and conduct regularly scheduled and non-scheduled job related meetings to ensure orderly progress of the work.
 - 11. Develop and monitor the project progress schedule, coordinate, and expedite the work of all contractors, and provide periodic status reports to the County and the DP
 - 12. Establish and maintain a cost control system.
 - 13. Conduct meetings to review costs.

7. Construction Manager at Risk Requirements

- a. Upon the award of a Construction Management Services Contract, the CMR shall be contracted with the County to furnish his or her skill and judgment in cooperation with, and reliance upon, the services of the DP. CMR will assist the County and DP in the management and administration of the Project. The County shall at all times retain complete contractual control of all prime CMR and DP contracts, project funds, and disbursements.
- b. The CMR shall furnish administration and management of the construction process and other specified services to the County. The CMR shall perform his or her obligations in an expeditious and economical manner consistent with the interests of the County. If it is in the County's best interest, the CMR shall provide or perform basic services for which reimbursement shall be provided in the general conditions to the Construction Management Services Contract.
- c. The CMR will comply with all County, County, State, and Federal regulations, ordinances, and laws as they apply to this Project.
- d. Ancillary Technical Services: The County may request that the CMR perform Ancillary Technical Services that shall include, but not be limited to:
 - i. Geo-technical, soil investigation, material and acceptance testing, and/or subsurface investigation services.
 - ii. Land Surveying.
 - iii. Other testing and consultant services that are determined by the County to be required for the Project.

8. Guaranteed Maximum Price and GMP Schedule

- a. The CMR, with the assistance of the DP, shall commit to a Guaranteed Maximum Price (GMP) for all construction related activities regarding the Project. The contract will be Actual Cost plus a Fixed Fee not to exceed the Guaranteed Maximum Price. The project will be Open Book. All savings, including unused contingency, shall be returned to the County. The County reserves the right to request an alternative item for Furniture, Fixtures & Equipment (FF&E), which the County may ask to be included in the GMP. The County shall accept or reject this alternative item prior to finalizing the GMP. The CMR shall competitively select all construction subcontracts and other work appropriate for competitive selection using cost and other factors.
- b. No Construction Work shall commence until a GMP for the entire construction work is mutually agreed upon in writing and formally executed by both the CMR and County.
- c. At a time determined by the County and the CMR, but no later than the conclusion of the Design Phase, the CMR shall propose a GMP for the construction of the entire Project. The proposed GMP shall not exceed the amount within the County's project budget available for cost of the construction work.
- d. The CMR shall also submit a detailed construction schedule for all construction work related to the successful, expeditious, and practicable completion of the Project. The schedule shall be consistent with any previously issued

schedules approved by the County and shall not exceed time limits established in the Construction Phase Contract Documents. The schedule shall incorporate all construction work for the Project to the extent required by the CMR Design Phase Contract Documents and the CMR Construction Phase Contract Documents, if and when the latter are executed.

- e. The proposed GMP and GMP schedule and the final GMP and GMP Schedule will include a Contingency which may be utilized by the CMR for:
 - i. The amount of any excess of the amount bid by a successful sub-contractor for any construction work over the respective amount for that construction work in the GMP Schedule, but not construction work to be performed by the CMR, if the CMR is permitted to self-perform some of the construction work.
 - ii. The amount of any other actual cost of the construction work for construction work to be performed by a sub-contractor but not construction work to be performed by the CMR, if the CMR is permitted to self-perform some of the construction work.
 - iii. Additional amount of the Contingency being allocated to non-construction work items in the GMP Schedule in the same proportion as construction work items and non-construction work items had in the original GMP Schedule.

9. Negotiated Items

- a. Any item not outlined in this CMR Scope of Services may be subject to negotiations between the County and the CMR.
- b. If a fee for the Design Phase Services Contract cannot be agreed upon then the County is under no obligation to award a Design Phase Services Contract to the CMR and may move to the next CMR candidate on the selection list.
- c. If a Guaranteed Maximum Price cannot be agreed upon then the County is under no obligation to award a Construction Management Services Contract to the CMR and may move to the next CMR candidate on the selection list.
- d. All materials or plans, regardless of format or media used, created under the Design Services Phase shall be and remain the property of the County.

10. Goals

- a. Disadvantaged Business Enterprises (DBE's)
 - i. The County, in its sole discretion, reserves the right to purchase any of the items in this proposal from a Disadvantaged Business Enterprise vendor if the prices are determined to be in the best interest of the County, to assist the County in the fulfillment of any of the County's grant commitments to federal or state agencies.
 - ii. The County further reserves the right to purchase any of the items in this proposal from DBE's to fulfill the County's stated policy toward DBE's.
 - iii. The DBE goal for this project is 10%. Bidder is required to provide information with respect to how this goal will be met; or, in the alternative, why meeting this goal is not possible. As meeting this goal is a concern for the County, the Bidder's response to these criteria will be considered and weighed in determining the responsiveness of the bid during the process of awarding this project.

11. Selection Process:

- a. All information for written proposals shall be included in the appropriate Tab. All other information that is undesignated shall be included in Tab 5.
 - i. **TAB 1:** Company Qualifications
 - ii. **TAB 2:** Personnel Qualifications
 - iii. **TAB 3:** Services/References (required list of 5 CMR related references from "Minimum Requirements" section) "Reference Response Form #3" are general references and may be sent as a separate response directly from the respondents.
 - iv. **TAB 4:** Project Approach and Valued Engineering Approach
 - v. **TAB 5:** Required Forms, licenses, certifications, evidence of Bondability, etc. (not part of page count)
- b. Evaluation/ Selection Committee:
 - i. The selection of a Construction Manager at Risk (CMR) shall be by a Selection Committee consisting of five (5) staff representatives, as a minimum, from the appropriate County Departments as approved by the Procurement Management Director or designee.
- c. Written Submittal:

- i. The Selection Committee will receive and review written proposals in response to this Request for Proposal (RFP). Responses will be evaluated against a set of criteria to determine those Firms most qualified and suited for this project, resulting in a short-list of at least three (3) Firms to be interviewed.
 - ii. The services being sought under this RFP are considered to be professional in nature. Consequently, the evaluation of the proposals will be based upon consideration of the demonstrated qualifications and capabilities of the proposing Firms that will result in a short list of a minimum of three (3) Firms to be invited for presentations or interviews to the Selection Committee.
- d. Absent written notice to the short listed Firms affected, factors to be considered by the Selection Committee in the evaluation shall include, but not be limited to the following:
 - i. Qualifications and Experience of the Firm's designated Project Team for the services to be rendered under this RFP.
 - ii. Experience of the Firm's Project Manager and Project Superintendent working together on past projects.
 - iii. Quality of references of the Firm's Project Executive's commitment and project leadership.
 - iv. Quality of references for the Firm's designated Project Team.
 - v. The designated Project Team's experience with projects of similar size and scope.
 - vi. The designated Project Team's experience with effective schedule control.
 - vii. Quality and Thoroughness of the Project Team's Management Plan.
- e. Firm's Management Plan:
 - i. Firm's demonstrated ability to solve complex project issues.
 - ii. Firm's cost management plan during design and construction.
 - iii. Firm's approach for managing changes within the stated cost and schedule limitations.
 - iv. Describe Firm's approach for competitively administering and evaluating bid packages.
 - v. Describe Firm's schedule management plan during construction.
 - vi. Describe Firm's subcontractor management plan.
 - vii. Describe Firm's quality assurance program and plan.
 - viii. Describe Firm's close-out plan.
- f. Candidates interviewed will be ranked, with the highest ranked Firm selected to enter into contract negotiations. As a result of the interviews, the County will then attempt to negotiate a contract with the highest-ranked Firm. If negotiations are not successful with the highest-ranked Firm, the County will then negotiate with the second-ranked Firm, and so on.

12. Presentation/Interview Process:

- a. Formal Interview Evaluation Criteria:
 - i. Overall impression of each Firm's key Project Team members, i.e. Project Manager, Project Superintendent, Project Executive, Cost Estimator, etc.
 - ii. Methodology presented to assure success.
 - iii. Ability of Project Team to express confidence in the ability of the Firm to complete the project within the time and cost budgeted.
 - iv. Ability of Project Team to communicate during the interview process.
 - v. The Project Team's ability to effectively answer questions and problem solve in the meeting.
 - vi. Overall impression of the Firm's Project Team.

- b. Presentation/Interview Format:
 - i. The Firms selected to be interviewed, in a Presentation/Question and Answer format, will be notified by the County. Each Firm selected for further consideration shall be notified and informed of a place and time for the interview session. All members of the Selection Committee will be present during the formal interview.
- c. Issues to Address at Presentation/Interview:
 - i. The intent of the formal interview process is to provide the Selection Committee with in-depth information from the Firm in order to make a final selection of the best-suited Firm for the contract. Firms should consider their detailed plan for managing the cost, schedule and quality of the project, and any unique characteristics or services the Firm offers.
 - ii. Key personnel that should be present at the interview, as a minimum, shall include the Project Superintendent, Project Manager, Project Executive, and Cost Estimator.

End of section



Major Insurance Requirements

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

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

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

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

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

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

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

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

Verification of Coverage:

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

- a. **The certificate holder shall read as follows:**

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

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

Special Requirements:

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

End of section

REQUIRED FORMS

These forms are required and should be submitted with all proposals. If it is determined that forms in this selection are not applicable to your company or solicitation they should be marked “N/A or Not Applicable” across the form in large letters and returned with your submission package.

Form # Title/Description

1 *Solicitation Response Form*

The corporate or mailing address must match the company information as it is listed on the Florida Department of state Division of Corporations. Attach a copy of the certification from <http://www.sunbiz.org>. All signatures must be by an authorized company representative

2 *Affidavit Certification Immigration Laws*

Form is acknowledgement that the proposer is in compliance in regard to Immigration Laws.

3 *Reference Survey*

Provide this form to a minimum of three references. The reference respondents will need to return this forms to the buyer listed on the form. This form will not be turned in with the proposal package.

1. Section 1: Proposer to complete with reference respondent's information prior to providing to them for their response. (This is **not** the proposer's information)
2. In the “Subject” block enter the name of the project the Proposer completed for that reference respondent
3. Section 2: Enter the name of the Proposer
4. The reference respondent should complete “Section 3” and return directly to Lee County Procurement Management. Reference survey should not be returned by the Proposer.
5. A minimum of 3 reference responses must be returned.
6. Responses are due: (*see front cover for the solicitation type*)
 - Bids and NON-evaluated (by Committee) solicitations: Only the awarded proposer(s) will be required to provide reference responses. Responses are due no later than 7 calendar days after the Notice of Intended Decision or Notice of Intent has been issued.
 - CCNA and other Committee evaluated proposals: All proposers are required to provide reference responses no later than 7 calendar days after the opening or two days prior to the first evaluation meeting, whichever is sooner.

Failure to obtain reference surveys may make your company non-responsive.

7. Section 4: The reference respondent to print and sign name

4 *Negligence or Breach of Contract Disclosure Form*

The form may be used to disclose any litigation that your company may be a part of involving negligence or breach of contract over the past ten years. You may need to duplicate this form to list all history. This should include at a minimum, litigation for similar projects completed in the State of Florida. Under part 6 of the form the final action needs to include in whose favor the litigation was settled and was a monetary amount awarded. Please do not write N/A on this form. If you have no litigation, enter “None” in section 3 of the form. If the proposer has more than 10 lawsuits, you may narrow them to litigation of the company or subsidiary submitting the solicitation response. See the form for further instruction and what to do if you have no litigation history in the past ten years. You may also submit the information in a table format if you have a large number of litigations to list. Simply put “See Attached Listing” in the block number 3.

5 *Affidavit Principal Place of Business*

Certifies proposer's location information. Local Vendor Preference and Location Point values are excluded when prohibited by grant or funding source. (In such cases form will be informational only.)

6 *Sub-Contractor List*

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

7 *Public Entity Crimes Form (Required form)*

Self explanatory.

Business Relationship Disclosure Requirement (if Applicable)

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. **If this disclosure is applicable request form “INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS” (Required by 112.313(12)(b), Florida Statute (1983)) to be completed and returned with solicitation response.** It is the proposer’s responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.

Proposal Label (Required)

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

Proposer Checklist (not a required form)

Self explanatory.

Form#1 – Solicitation Response Form

**LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM**

Date Submitted _____ Deadline Date: 06/20/2016

SOLICITATION IDENTIFICATION: CN160295/LKD

SOLICITATION NAME: Construction Manager at Risk: North Fort Myers & Bonita Springs Libraries

COMPANY NAME: _____

NAME & TITLE: (TYPED OR PRINTED) _____

BUSINESS ADDRESS: (PHYSICAL) _____

CORPORATE OR MAILING ADDRESS: _____

☐ SAME AS PHYSICAL

ADDRESS MUST MATCH SUNBIZ.ORG

EMAIL ADDRESS: _____

PHONE NUMBER: _____ FAX NUMBER: _____

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

In submitting this proposal, Proposer makes all representations required by the instructions to Proposer and further warrants and represents that: Proposer has examined copies of all the solicitation documents and of the following addenda:

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

Tax Payer Identification Number _____

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

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

Please submit a copy of your registration from the website www.sunbiz.org establishing your firm as authorized to conduct business in the State of Florida, as provided by the *Florida Department of State, Division of Corporations*.

ALL PROPOSALS MUST BE SIGNED, SEALED (IF APPLICABLE) AND EXECUTED

BY A CORPORATE AUTHORITY

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

2 **Scrutinized Companies Certification:**

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Form#1 – Solicitation Form, Page 2

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

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

- | | |
|---|---|
| <u> </u> Business Relationship Applicable | <u> </u> Business Relationship NOT Applicable |
|---|---|
- 4 Disadvantaged Business Enterprise (DBE) proposers’ please attach a current certificate Yes No
- 5 The proposer should carefully read all the solicitation documents. Any deviation or modification must be identified. Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the proposal being declared non-responsive, or to have the award of the solicitation to be rescinded by the County.
- 6 Are there any modifications to the solicitation or specifications Yes No

Modifications:

Where Proposer is a Corporation, add:

Company Name: (Name printed or typed)

(Seal)

Secretary Signature:

Attest: (Secretary name printed or typed)

Authorized Proposer: (Name printed or typed)

Proposer Title

Authorized Proposer Signature

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



AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: **CN160295/LKD** SOLICITATION NAME: **Construction Manager at Risk: North Fort Myers & Bonita Springs Libraries**

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

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

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

Company Name: _____

Signature

Title

Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____
20____, by _____ who has produced
(Print or Type Name)
_____ as identification.
(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

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



LEE COUNTY
SOUTHWEST FLORIDA

Solicitation #CN160295/LKD Construction Manager at Risk: North Fort Myers & Bonita Springs Libraries

**Lee County Procurement Management
Reference Survey**

Section 1

FROM:		BUYER: Lori DeLoach, CPPB	
COMPANY:		DATE: 3/24/2016	
PHONE #:		TOTAL # PAGES: 1	
FAX #:		PHONE #: 239-533-8881	FAX #: 239-485-8383
EMAIL:		BUYER EMAIL: LDeLoach@LeeGov.com	

SUBJECT: Reference for work completed regarding (Proposer project name):

You as an individual or Your company has been given as a reference on a project identified above.

Description of Lee County Project: Construction Manager at Risk: North Fort Myers & Bonita Springs Libraries

Section 2

Proposer name (reference is being provided for):

Section 3

"YES" OR "NO"

- | | |
|--|--|
| 1. Was the scope of work performed similar in nature? | |
| 2. Did this company have the proper resources and personnel by which to get the job done? | |
| 3. Were any problems encountered with the company's work performance? | |
| 4. Were any change orders or contract amendments issued, other than owner initiated? | |
| 5. Was the job completed on time? | |
| 6. Was the job completed within budget? | |
| 7. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources.
Rate from 1 to 10. (10 being highest) | |
| 8. If the opportunity were to present itself, would you rehire this company? | |
| 9. Please provide any additional comments pertinent to this company and the work performed for you: | |

Section 4

PLEASE COMPLETE AND RETURN TO THE ATTENTION OF: Lori DeLoach

Email LDeLoach@leegov.com or FAX # 239-485-8383

Reference Name (Print Name)

Please submit non-Lee County employees as references

Reference Signature

Form#4 -Negligence or Breach of Contract Disclosure Form



**ALLEGED NEGLIGENCE OR BREACH
OF CONTRACT DISCLOSURE FORM**

Please fill in the form below. Provide a sheet for each incident that has occurred over the past 10 years. Please complete in chronological order with the most recent incident on starting on page 1. Please do not modify this form or submit your own variation.

1.	Your Company Name			
2.	Type of Incident	Place an "X" in the appropriate block.	Alleged Negligence	Breach of Contract
3.	Date of Incident			
4.	Who Took Action Against Your Company? (Include name, City, and State)			
5.	What was the initial circumstance for this action?			
6.	What was the final outcome of this action? (who prevailed)			

Make as many copies of this sheet as necessary in order to provide a 10 year history of the requested information. Provide this sheet to your primary partners listed in your proposal. If there is no action pending or action taken in the last 10 years, write 'NONE' on the line 3 of this page and return it with the company name completed.

Page Number: of

Update the page number to reflect the current page and the total number of pages. If you must use a separate sheet to continue an explanation please reference the page and item number on the separate sheet. Example: Page 3, Item 5.

Alternate Reporting: If you have more than 10 lawsuits, report the most recent 10 lawsuits. This may be done on a spreadsheet. Please include the name of the information requested above. (Do not include litigation with your company as the plaintiff). Final outcome should include whether a monetary settlement was made. The amount may remain anonymous. In the blocks above enter, "See Enclosed Spreadsheet" if you use this alternate method.

Form#5 - Affidavit Principal Place of Business**AFFIDAVIT PRINCIPAL PLACE OF BUSINESS**

Local Vendor Preference (Non-CCNA)

(Lee County Ordinance No. 08-26)

Location Identification (CCNA)

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

Company Name: _____

Printed name of authorized signer _____

Title _____

⇒

Authorized Signature _____

Date _____

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

Notary:

State of _____

County of _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____

20 _____ by _____ who has produced
_____ as identification (or personally known)

Type of ID and number

⇒

Notary Public Signature _____

Notary Commission Number and expiration _____

- 1. Principal place of business is located within the boundaries of:**

____ Lee County
____ Collier County
____ Non-Local

Local Business Tax License # _____

- 2. Address of Principal Place of Business:**

- 3. Number of years at this location**

- 4. Have you provided goods or services to Lee County on a regular basis within the past 3 consecutive years**

____ Yes*

____ No

*If yes, attach contractual history for past 3 consecutive years

- 5. Size of Facility (i.e. sales area, warehouse, storage yard, etc.)**

- 6. Number of available employees for this contract**

AFFIDAVIT PRINCIPAL PLACE OF BUSINESS Page 2

7. Describe the types, amount and location of equipment you have available to service this contract.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There is no handwriting or other markings on the paper.

8. Describe the types, amount and location of material stock that you have available to service this contract.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

Attach additional page(s), if necessary

Form#6-Sub-contractor List

SUB-CONTRACTOR LIST

Sub-contractor Name	Area Of Work	Point Of Contact Or Project Supervisor	Phone Number and Email	Qualified DBE Yes/No	Amount or Percentage of Total

Please include sub-contractors name, area of work (i.e. mechanical, electrical, etc.) and a **valid** phone number and email. Also include the dollar value or percentage that the sub-contractor will be performing. If sub-contractors qualify as Disadvantaged Business Enterprise (**DBE**) contractors, please attach a current certificate.

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

1. This sworn statement is submitted to _____
(Print name of the public entity)
- by _____
(Print individual's name and title)
- for _____
(Print name of entity submitting sworn statement)
- whose business address is _____
- (If applicable) its Federal Employer Identification Number (FEIN) is _____

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime:
or:
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. *(Please indicate which statement applies.)*

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

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

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

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

(Signature)

(Date)

STATE OF _____
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day
of _____, 2 ____.

(NOTARY PUBLIC)

My Commission Expires: _____

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

PROPOSAL DOCUMENTS • DO NOT OPEN	
SOLICITATION No.:	CN160295/LKD
SOLICITATION TITLE:	Construction Manager at Risk: North Fort Myers & Bonita Springs Libraries
DATE DUE:	06/20/2016
TIME DUE:	Prior to: 2:30 PM
SUBMITTED BY:	
	(Name of Company)
Email address	Telephone
DELIVER TO:	Lee County Procurement Management 1500 Monroe Street, 4th Floor Fort Myers FL 33901
<i>Note: proposals received after the time and date above will not be accepted.</i>	



1500 Monroe Street, 4th Floor
Fort Myers, FL 33901
(This is the Lee County Public Works Building)
Main Line: 239-533-8881

PLEASE PRINT CLEARLY

Proposer Check List

LEE COUNTY PROCUREMENT MANAGEMENT -
PROPOSER CHECK LIST

IMPORTANT: Please check off each of the following items as the necessary action is completed:

	1	The Solicitation has been signed and with corporate seal (if applicable).
	2	The Solicitation prices offered have been reviewed (if applicable).
	3	The price extensions and totals have been checked (if applicable).
	4	Substantial and final completion days inserted (if applicable).
	5	If submitting via hard copy the original must be a manually signed original. Include additional copies, if specified, in the Solicitation documents.
	6	All addendums issued, if any, have been acknowledged in the space provided.
	7	Licenses (if applicable) have been inserted.
	8	Erasures or other changes made to the Solicitation document have been initialed by the person signing the Solicitation.
	9	Required Form: Provided a copy of corporate registration from www.sunbiz.org
	10	Required Form 1: Solicitation form completed
	11	Required Form 2: Affidavit Certification Immigration Laws, Signed and Notarized
	12	Required Form 3: Reference Surveys have been sent to reference respondents
	13	Required Form 4: Negligence or Breach of Contract disclosure, completed or marked None
	14	Required Form 5: Affidavit Principal Place of Business
	15	Required Form 6: Sub-contractor List, complete is sub-contractors will be utilized
	16	Required Form 7: Public Entities Crime Form
		Business Relationship Disclosure Requirement (if Applicable)
	17	Required: Solicitation Label, completed and affixed to proposal documents, if hard copy is provided. The mailing envelope MUST be sealed and marked with: ✓ Solicitation Number ✓ Opening Date and/or Receiving Date ✓ Mailing Address: Lee County Procurement Management Division 1500 Monroe Street, 4 th Floor Fort Myers, FL 33901
	18	The Solicitation will be mailed or delivered in time to be received no later than the specified <u>opening date and time.</u> (If solicitation is not received prior to deadline it cannot be considered or accepted.)
	19	All modifications have been acknowledged in the space provided

****This form is not required to be returned with your solicitation, but used as a tool when responding to the solicitation.**