



PROJECT NO.: CN150306

OPEN DATE: June 2, 2015

AND TIME: 2:30 P.M.

LOCATION: Lee County Procurement  
1825 Hendry St., 3rd Fl  
Fort Myers, FL 33901

# NOTICE OF COMPETITIVE NEGOTIATION

**TITLE:  
LEE COUNTY UTILITIES WATER &  
WASTEWATER ENGINEER OF RECORD**

Advertised Date: May 15, 2015

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
DIVISION OF PROCUREMENT MANAGEMENT

**ADDRESS**

1825 Hendry St 3<sup>rd</sup> Floor  
FORT MYERS, FL 33901

PROCUREMENT CONTACT:

Robert D. Franceschini, C.P.M., CPPB  
Procurement Director  
PHONE NO.: (239) 533-5457  
EMAIL: rfranceschini@leegov.com

## 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 “Notice of Competitive Negotiation”.

Any question regarding this solicitation should be directed to the Procurement Division Contact listed on the cover page of this solicitation, or by calling the Division of Procurement Management at (239) 533-5450.

### 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:
  1. Letters of Interest must be submitted either by hand delivery to the Procurement Management Office or as a single email attachment (in unzipped Adobe PDF format) sent to [ContractsInBox@leegov.com](mailto:ContractsInBox@leegov.com)
  2. Submission Format:
    - a. Anti Collusion Statement (1 Page)
    - b. Affidavit Certification Immigration Laws (1 Page)
    - c. Response to Criteria (Not to exceed 10 pages)
  3. Should not contain links to other Web pages
- b. Letters of Interest must, at a minimum include the following information:
  1. Project CN number and Name
  2. Consultant’s name and address
  3. Proposed responsible office for consultant
  4. Contact person, phone and fax number and Email Address
  5. Statement regarding qualifications of consultant and/or proposed sub-consultants for the advertised work
  6. Proposed key personnel and their proposed roles (do not include resumes)
  7. Sub-consultant(s) that may be used for the project
  8. Indication as to whether the prime firm and/or sub-consultants are A Disadvantaged Business Enterprise (DBE)
  9. The Project Team’s approach to the project.
- c. **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. The County expressly reserves the sole and exclusive right to accept or reject a late Letter of Interest when the lateness is due to matters beyond the control of any third party delivery service. Late Letters of Interest may be returned to the Consultant with the notation: “This Letter of Interest was received after the specified deadline time”.

- d. **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 County of Lee.
- e. **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.
- f. **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 Director shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the solicitation.

2. **ACCEPTANCE**

The materials and/or services delivered under the solicitation **shall** remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event the materials and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.

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 quote 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.

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, quoter, 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 quoters should include in their quote 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 quote 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, in its sole discretion, reserves the right to purchase any of the items in this solicitation 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.

The County further reserves the right to purchase any of the items in this solicitation from DBE's to fulfill the County's stated policy toward DBE's.

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 phases 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 bid 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. You 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 3<sup>rd</sup> 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.**



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

The undersigned acknowledges receipt of Addenda numbers: \_\_\_\_\_

ANTI-COLLUSION STATEMENT

**THE BELOW SIGNED VENDOR HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS RESPONSE WITH OTHER VENDORS AND HAS NOT COLLUDED WITH ANY OTHER VENDOR OR PARTIES TO A RESPONSE WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS.**

FIRM NAME \_\_\_\_\_

BY (Printed): \_\_\_\_\_

BY (Signature): \_\_\_\_\_

TITLE: \_\_\_\_\_

FEDERAL ID # OR S.S.# \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE NO.: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

CELLULAR PHONE/PAGER NO.: \_\_\_\_\_

DUNS #: \_\_\_\_\_

LEE COUNTY LOCAL BUSINESS TAX ACCOUNT NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

DISADVANTAGED BUSINESS ENTERPRISE (DBE): \_\_\_\_\_ Yes \_\_\_\_\_ No

**LEE COUNTY, FLORIDA  
DETAILED SPECIFICATIONS  
FOR  
LEE COUNTY UTILITIES WATER & WASTEWATER ENGINEER OF RECORD**

**SCOPE**

Lee County Board of County Commissioners anticipates seeking professional engineering services for the project known as Lee County Utilities Water and Wastewater Engineer of Record. This project requires the consultant to provide Professional Engineering Services for physical inspection of facilities, review of operations for conformance to regulations, review of insurance requirements and rates and charges for compliance with Bond Covenants as necessary to prepare an annual report, and the preparation of the Annual Report with evaluation and recommendations. Also, the consultant may be required to provide other miscellaneous services for the Utility Department.

Consideration will be given to only those firms that are qualified pursuant to law.

Proposer is required to indicate whether the Firm and/or any proposed sub-consultants are Disadvantaged Business Enterprises (DBE). Lee County encourages the utilization and participation of DBEs in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women-owned firms are encouraged to respond.

**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](http://www.leegov.com/procurement) .

**PROJECT GUIDELINES AND CRITERIA**

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:

In reference to Exhibit B of the Professional Service Agreement, 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

Immigration Laws: Lee County will not intentionally award County contracts to any Consultant 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 shall consider the employment by any Consultant 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.

### EVALUATION CRITERIA

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:

Those firms deemed to meet all minimum qualifications will be scored based upon established criteria, which have been weighted and will be assigned points that measured the responsiveness to each identified criterion. The total number of points earned will be tallied for each firm, and the firms will be rank ordered, based upon the firms submitted qualifications. Only the top three highest scoring firms will be short listed to move forward with interviews/presentations. The shortlisted firm(s) offering the best interview, in the opinion of the County, will be awarded a contract.

The County reserves the right to invite firms outside the top three highest scoring to move forward should the selection committee see that doing so is in the best interest of the County.

Firms may not exceed the 10 page maximum requirement stated above, under submission of letters of interest, to comply with the criterion listed herein.

In addition to the requested information listed under Submission of Letters of Interest, Section b, firms should address the following in their submittal:

#### **CRITERION 1: Experience – with Water Treatment and Wastewater Treatment Facilities (Maximum Points: 30)**

In a concise statement describe your firm's experience, expertise and qualifications in the successful completion and/or inspection of projects for water treatment and wastewater treatment facilities. Reference a minimum of 5 projects where your firm has provided similar services within the past 5 years. At least 3 project references should be a government entity.

Project Reference information provided for each project should include:

- Project name, owner
- Contact name, phone number, and email address (ensure contact information is accurate and that contact has knowledge of the project)
- Costs
- Length of contract term , including start date and finish of project
- Summary of work performed, a short description of services performed

#### **CRITERION 2: Experience – with Water Distribution Systems, Wastewater Collection systems and Reuse Water Distributions Systems (Maximum Points: 20)**

In a concise statement describe your firm's experience, expertise and qualifications in the successful completion of projects for water distribution systems, wastewater collection systems and reuse water distribution systems. Reference a minimum of 5 projects where

your firm has provided similar services within the past 5 years. At least 3 project references should be a government entity.

Project Reference information provided for each project should include:

- Project name, owner
- Contact name, phone number, and email address (ensure contact information is accurate and that contact has knowledge of the project)
- Costs
- Length of contract term , including start date and finish of project
- Summary of work performed, a short description of services performed

**CRITERION 3: Experience - with Compliance with Regulatory Requirements. (Maximum Points: 20)**

In a concise statement describe your firm’s experience, expertise, qualifications and knowledge in system compliance with various local, regional, state and federal regulatory requirements as they relate to water treatment facilities, wastewater treatment facilities, water distribution systems, wastewater collection systems, and reuse water distribution systems. Reference a minimum of 3 projects where your firm has provided similar services within the past 5 years. At least 2 project references should be a government entity.

Project Reference information provided for each project should include:

- Project name, owner
- Contact name, phone number, and email address (ensure contact information is accurate and that contact has knowledge of the project)
- Costs
- Length of contract term , including start date and finish of project
- Summary of work performed, a short description of services performed

**CRITERION 4: Experience - with Insurance Coverage Requirements. (Maximum Points: 15)**

In a concise statement describe your firm’s experience, expertise, qualifications and knowledge on insurance coverage, types and requirements. Reference a minimum of 3 experiences where your firm has provided similar services within the past 5 years. At least 2 project references should be a government entity.

Project Reference information provided for each project should include:

- Project name, owner
- Contact name, phone number, and email address (ensure contact information is accurate and that contact has knowledge of the project)
- Costs
- Length of contract term , including start date and finish of project
- Summary of work performed, a short description of services performed

**CRITERION 5: Experience - with Bonding Requirements. (Maximum Points: 25)**

In a concise statement describe your firm’s experience, expertise, qualifications and knowledge with Bonding resolution requirements. Reference a minimum of 3 experiences where your firm has provided similar services within the past 5 years. At

least 1 project reference should be a bonding resolution of water and wastewater system with a government entity.

Project Reference information provided for each project should include:

- Project name, owner
- Contact name, phone number, and email address (ensure contact information is accurate and that contact has knowledge of the project)
- Costs
- Length of contract term , including start date and finish of project
- Summary of work performed, a short description of services performed

**CRITERION 6: Key Personnel Qualifications and Experience (Maximum Points: 10)**

- (a) Provide an organizational chart of the proposed team, and indicate the role of each member of the proposed team.
- (b) Provide similar project experience and qualifications for the Project Manager(s) and Project Engineer(s) to be assigned.

INTERVIEW/PRESENTATION

Upon short listing, the requirements for written materials and interview/presentation will be made known to the short listed firms.

Following Presentation the evaluation committee in their sole opinion will make a recommendation of award based upon the information provided from firm's presentations and evaluation committee discussion.

A recommendation of Award will be presented to the BOCC for approval, to enter into negotiations to provide Professional Engineering Services, which in the sole opinion of the County, would be in the best interest of Lee County.

TERM OF AWARD

If awarded, the terms of this solicitation shall be in effect for two years. The County reserves the right to renew this quote (or any portion thereof) and to negotiate lower pricing as a condition for each renewal, for up to two additional one-year periods, upon mutual agreement of both parties and, except as to lower pricing, under the same terms and conditions.

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.

DESIGNATED CONTACT

The awarded vendor shall appoint a person or persons to act as a primary contact for Lee County Utilities. 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.

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.

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>

**Project Scope of Service for:**

**LEE COUNTY UTILITIES WATER AND WASTEWATER ENGINEER OF RECORD**

**Project Objective**

Provide Professional engineering services for the project known as Lee County Utilities Water and Wastewater Engineer of Record. This project requires the consultant to provide Professional Engineering Services for physical inspection of facilities, review of operations for conformance to regulations, review of insurance requirements and rates and charges for compliance with Bond Covenants as necessary to prepare an annual report, and the preparation of the Annual Report with evaluation and recommendations. Also, the consultant may be required to provide other miscellaneous services for the Utility Department.

**Project Description**

**TASK 1.00 ANNUAL COMPREHENSIVE REPORT**

The Annual Comprehensive Report will be a single document prepared to provide an overview of the Water and Wastewater systems and to evaluate the County's compliance with certain bond covenant provisions related to the duties of the Consulting Engineer for Fiscal Year (FY) 2014 – 2015 and FY 2015 – 2016 with, at the COUNTY'S sole discretion, an optional FY2016 – 2017 and, FY 2017 – 2018, beginning on October 1, each year.

**TASK 1.01 - PHYSICAL INSPECTION**

This task is essentially the annual field inspection of the water and wastewater facilities.. The physical condition of the system is determined. The Engineer will also discuss any concerns with staff, formulate an independent opinion, and then make recommendations concerning operational, maintenance, renewal, repair and replacement needs.

The following major components of the LCU utility system will be assessed:

- Water Supply – including wellfields and surface water intake structures
- Water Treatment Facilities
- Water Distribution Facilities – including storage tanks, booster pump stations, meters, valves, and fire hydrants
- Wastewater Lift Stations
- Wastewater Treatment Facilities
- Wastewater Gravity Systems – including manholes and available CCTV inspections
- Reclaimed Water Systems – including pump stations, storage tanks, and reuse sites

**TASK 1.02 - COMPLIANCE WITH REGULATORY REQUIREMENTS**

This task provides an opinion on the compliance or noncompliance of the system operations with various local, regional, state and federal regulatory requirements placed upon the County's utility system.

- A. List water and wastewater operations requirements.
- B. Compare system operations with requirements.
- C. Comment on compliance with operation permits.

TASK 1.03 - INSURANCE (WATER AND WASTEWATER SYSTEMS)

This task reviews and comments upon the type and level of insurance carried. Review includes property insurance only, not liability or opinions regarding insurance types and premiums.

- A. Identify items to be covered.
- B. Review existing coverage and identify gaps.
- C. Comment and recommend as appropriate.

TASK 1.04 - REVIEW OF COMPLIANCE WITH BOND COVENANTS

This task addresses compliance with the fiscal provisions of the bond resolution of the water and wastewater systems.

- A. Determine if rates and charges have been sufficient to provide for and pay operation and maintenance expenses and the required debt service with coverage. Make comments or recommendations concerning the need for future rate studies.
- B. Review the Renewal and Replacement Account payments.
- C. Review with the Director of Public Utilities and discuss the compliance of any sale of any components of the water and wastewater systems with the provisions of the bond resolution.
- D. Determine whether the sale of any additional pari passu bonds has met the requirements of the bond resolution.
- E. Review with the Director of Public Utilities and discuss the compliance of the County's utility system regarding the rendering of any free service of any nature.

TASK 1.05 – GENERAL UTILITY SYSTEM PERFORMANCE

The Engineer will review system performance data, including monthly operating reports for water and wastewater treatment facilities, pretreatment programs, flow, demand, and capacity data. The Engineer will:

- calculate and comment on water, wastewater and reuse capacity utilization
- review and compare the amount of unaccounted-for water in comparison to other utilities of similar size and distribution complexity
- review process operations and identify opportunities for treatment process improvements, optimizing capacity, improving safety, reducing energy and chemical costs, and streamlining operation/maintenance
- review and compare performance to our level of service standards and key performance indicators
- conduct a benchmarking analysis to track performance trends and compare performance with industry peers



### TASK 1.06 - ANNUAL REPORT PREPARATION

This task presents the most important findings in a written report.

- A. Summarize major accomplishments in the water and wastewater system during the Fiscal Year.
- B. Summarize highlights of the annual fiscal and physical inspection of the water and wastewater systems.
- C. Provide an overview of the administration and management of the utility.
- D. Make recommendations as appropriate based upon findings gathered.

### TASK 2.00 - MISCELLANEOUS SERVICES

Miscellaneous Services and work performed and/or provided by the Engineer may include the following:

- conduct technical engineering analyses, evaluations and reviews
- general consultation, and presentations of relevant issues concerning operation, maintenance or capital improvements of the water and wastewater systems
- peer review and value engineering of work prepared by others
- other periodic inspections and reports of specific facilities
- conduct and complete an Operation and Maintenance Performance Report for each wastewater treatment facility in support of its operating permit renewal

### TASK 3.00 - DISASTER ASSISTANCE

The Engineer will provide support in times of a disaster such as a hurricane, where current in-house staffing levels may be insufficient to handle the emergency. In the event that a disaster strikes, the Engineer will provide or otherwise make available, appropriate members of their staff to assist LCU with disaster recovery efforts.

Services may include, but are not necessarily limited to, providing assistance in the following areas:

- Initial damage assessment
- Survey(s) of water and wastewater systems
- Recommendations for repair/replacement of damaged facilities
- Restoration of water production, water distribution and sewerage collection systems
- Coordination of recovery assistance with other agencies and governmental bodies
- Overall administration of disaster recovery efforts
- FEMA Damage Survey Reports

#### Schedule

A mutually agreed time of completion shall be established for each task assigned. It is desired to complete each annual report within 10 months after Fiscal Year end.

#### Summary Description of LCU Facilities

##### Water Distribution Systems

- 1417 miles of potable water mains, from 1.5” to 42” diameter

Wastewater Collection Systems

- 310 miles of force mains, from 2” to 36” diameter
- 623 lift stations
- 637 miles of gravity sewer collection pipe, from 6” to 42” diameter

Reuse Water Distribution Systems

- 49 miles of reuse mains, from 2” to 36” diameter

Water Treatment Facilities

- Corkscrew WTP – 15 mgd, physical-chemical, lime softening treatment
- Greenmeadows WTP – 9 mgd, physical-chemical, enhanced lime softening treatment
- North Lee County WTP – 11.6 mgd, 2 stage reverse osmosis membrane treatment
- Olga WTP – 5 mgd, surface water, physical-chemical, lime softening treatment
- Pinewoods WTP – 5.3 mgd, nanofiltration membrane softening blended with reverse osmosis membrane treatment
- 4 wellfields with 62 surfical wells, 36 sandstone wells, 10 mid-hawthorn wells, 28 lower hawthorn wells
- 1 raw water river intake
- 8 ASR wells
- 2 DIWs
- 10 offsite finished water storage tanks and/or booster pump stations
- 33 miles of raw water mains, from 4” to 30” diameter

Wastewater Treatment Facilities

- Fiesta Village AWWTP – 5 mgd, oxidation ditch treatment
- Ft. Myers Beach WWTP – 6 mgd, conventional activated sludge treatment
- Gateway WWTP – 3 mgd, extended aeration and oxidation ditch treatment
- High Point WWTP – 0.025 mgd, extended aeration treatment
- Pine Island WWTP – 0.492 mgd, activated sludge treatment
- Three Oaks WWTP – 6 mgd, oxidation ditch treatment
- 33 reuse customer sites
- 1 surface water discharge
- 2 DIWs

## 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)

**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

**d. Errors and Omissions** - Coverage shall include professional liability insurance, to cover claims arising out of negligent acts, errors or omissions of professional advice or other professional services.

\$1,000,000 combined single limit (CSL) of BI and PD

***\*The required minimum limit of liability shown in a; b; c; 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.

AFFIDAVIT CERTIFICATION  
IMMIGRATION LAWS

SOLICITATION NO.: \_\_\_\_\_ PROJECT NAME: \_\_\_\_\_

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

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

BIDDER 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 PROCUREMENT MANAGEMENT - BIDDERS 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. The original (must be manually signed) and 1 hard copy original and others as specified of the Solicitation has been submitted.
- \_\_\_\_\_ 6. Two (2) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.
- \_\_\_\_\_ 7. All modifications have been acknowledged in the space provided.
- \_\_\_\_\_ 8. All addendums issued, if any, have been acknowledged in the space provided.
- \_\_\_\_\_ 9. Licenses (if applicable) have been inserted.
- \_\_\_\_\_ 10. Erasures or other changes made to the Solicitation document have been initialed by the person signing the Solicitation.
- \_\_\_\_\_ 11. Contractor's Qualification Questionnaire and Lee County Contractor History (if applicable).
- \_\_\_\_\_ 12. DBE Participation form completed and/or signed or good faith documentation.
- \_\_\_\_\_ 13. Bid Bond and/or certified Check, (if required) have been submitted with the Solicitation in amounts indicated.
- \_\_\_\_\_ 14. Any Delivery information required is included.
- \_\_\_\_\_ 15. Affidavit Certification Immigration Signed and Notarized
- \_\_\_\_\_ 16. Local Bidder Preference Affidavit (if applicable)
- \_\_\_\_\_ 17. The mailing envelope has been addressed to:  
**ADDRESS**  
 Lee County Procurement Mgmt.  
 1825 Hendry St 3<sup>rd</sup> Floor  
 Ft. Myers, FL 33901
- \_\_\_\_\_ 18. The mailing envelope **MUST** be sealed and marked with:  
 Solicitation Number  
 Opening Date and/or Receiving Date
- \_\_\_\_\_ 19. The Solicitation will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise Solicitation cannot be considered or accepted.)

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