

**Lee County Board of County Commissioners
DIVISION OF PROCUREMENT MANAGEMENT**

Construction Manager at Risk (RFP-CCNA)

Solicitation No.: **CN 160518 LKD**

Construction Manager at Risk for the North Fort Myers and Bonita

Solicitation Name **Springs Libraries**

Open Date/Time: **8/29/2016** 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: **NON-Mandatory**

Date/Time: 8/12/2016 9:30 AM

Location: 1825 Hendry Street, 2nd Floor, Fort Myers, FL 33901

All solicitation documents are available for download at

www.leegov.com/procurement

Notice to Contractor / Vendor / Proposer(s)

RFP#CN160518LKD Construction Manager at Risk for the North Fort Myers and Bonita Springs Libraries

Construction Manager at Risk (RFP-CMAR)

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

Construction Manager at Risk for the North Fort Myers and 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, August 29, 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.

A Non-Mandatory Pre-proposal Conference has been scheduled for the following time and location:

9:30 AM, August 12, 2016, 1825 Hendry Street, 2nd Floor, Fort Myers, FL 33901

for the purpose of discussing the proposed project. Prospective proposers are encouraged to attend. All prospective proposers are encouraged to obtain and review plans, specifications, scope of work and review site location(s) for this proposal before the pre-proposal so that they may be prepared to discuss any question or concerns. Questions regarding this Request for Proposal are to be directed, in writing, to the individual listed below using the email address list below or faxed to (239) 485 8383 during normal working hours.

Lori DeLoach, CBBP, Procurement Analyst LDeLoach@LeeGov.com

Sincerely,



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

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

Terms and Conditions
Request for Proposal
Construction Manager at Risk (CMAR)
Consultant Competitive Negotiation Act (RFP-CN)

1. RESPONSES RECEIVED LATE

- 1.1. It shall be the proposer's sole responsibility to deliver the proposal submission to the Lee County Procurement Management Division prior to or on the time and date stated.
- 1.2. Any proposals received after the stated time and date will not be considered. The proposal shall not be opened at the public opening. Arrangements may be made for the unopened proposal to be returned at the proposer's request and expense.
- 1.3. The Lee County Procurement Management Division shall not be responsible for delays caused by the method of delivery such as, but not limited to; Internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.

2. DEFINITIONS

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

3. ORDER OF PRECEDENCE

- 3.1. If a conflict exists between the "Terms and Conditions" the following order of precedents will apply:
 - 3.1.1. Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, "Public Business", Chapter 287 "Procurement of Personal Property and Services."
 - 3.1.2. Lee County Procurement Management Division Policy and Ordinances
 - 3.1.3. Special Conditions and Supplemental Instructions
 - 3.1.4. Detailed Scope of Work
 - 3.1.5. These Terms and Conditions

4. RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES

- 4.1. It shall be the responsibility of the proposer to assure compliance with all other federal, state, or county codes, rules, regulations or other requirements, as each may apply. Any involvement with the Lee County shall be in accordance with but not limited to:
 - 4.1.1. Lee County Procurement Policy Manual
 - 4.1.2. Florida State Statute 287.055: Consultant Competitive Negotiation Act (CCNA), (CN)
 - 4.1.3. Pursuant to Florida Statutes Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed bids or proposals received by the County. Pursuant to this, solicitation are exempt from public records request (s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution) until such time as the agency provides notice of a decision or intended decision (pursuant to s. 119.071(2)) or within 30 days after bid or proposal opening, whichever is earlier.
 - 4.1.4. Florida Statutes Section 607.1501(1) states: A foreign corporation may not transact business in the State of Florida until it obtains a certificate of authority from the Department of State.
- 4.2. **Local Business Tax:** If applicable, provide with proposal.
- 4.3. **License(s):** Proposer should provide, at the time of the opening of the proposal, all necessary permits and/or licenses required for this product and/or service.

5. PREPARATION OF PROPOSAL

- 5.1. Proposals must be sealed in an envelope, and the outside of the envelope must be affixed with the label included in the forms section.
- 5.2. The envelope shall include:
 - 5.2.1. One (1) original hard copy of the proposal submittal, manually signed by an authorized representative.
 - 5.2.2. Six (6) electronic CD ROM or flash drive sets of the proposal submittal
 - 5.2.2.1. One single adobe PDF file and should be copied **in the same order as the original hard copy.**
 - 5.2.2.2. Limit the color and number of images to avoid unmanageable file sizes.
 - 5.2.2.3. Use a rewritable CD or flash drive and **do not lock files.**
- 5.3. **Submission Format:**
 - 5.3.1. Required Forms: complete and return **all** required forms. If the form is not applicable please return with "Not Applicable" or "N/A" in large letters across the form.
 - 5.3.2. Proposal must be properly signed by corporate authorized representative, witnessed, and where applicable corporate and/or notary seals. All proposals shall be typed or printed in ink. The proposer may not use erasable ink. All corrections made to the proposal shall be initialed.
 - 5.3.3. Response to Criteria not to exceed 20 single sided, 8 ½" x 11" pages, minimum font size 10 points. Excludes "required form(s)" and divider(s).
 - 5.3.4. Should not contain links to other Web pages.
- 5.4. **Preparation Cost:**
 - 5.4.1. The Proposer is solely responsible for any and all costs associated with responding to this solicitation. No reimbursement will be made for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any Proposer.

6. PROPOSER REQUIREMENTS (unless otherwise noted)

- 6.1. **Responsive and Responsible:** Only proposals received from responsive and responsible proposers will be considered. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other necessary action, such as background checks, to determine ability to perform is satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicates an inability for the proposer to perform.
 - 6.1.1. Proposals may be declared "non-responsive" due to omissions of "Negligence or Breach of Contract" on the disclosure form. Additionally, proposals may be declared "not responsible" due to past or pending lawsuits that are relevant to the subject procurement such that they call into question

the ability of the proposer to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.

6.1.2. Additional sources may be utilized to determine credit worthiness and ability to perform.

6.1.3. Any proposer or sub-proposer that will have access to County facilities or property may be required to be screened to a level that may include, but is not limited to; fingerprints, statewide criminal. There may be fees associated with these procedures. These costs are the responsibility of the proposer or sub-proposer.

6.2. **Past Performance:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) Poor or unacceptable past performance may result in proposer disqualification.

7. PRE-SOLICITATION CONFERENCE

7.1. A pre-solicitation conference will be held in the location, date, and time specified on the cover of this solicitation. The cover will also note if the pre-solicitation conference is Non-Mandatory or Mandatory. All questions and answers are considered informal. All prospective proposers are encouraged to obtain and review the solicitation documents prior to the pre-proposal so they may be prepared to discuss any questions or concerns they have concerning this project. All questions must be submitted formally in writing to the procurement staff noted on the first page of the solicitation document. A formal response will be provided in the form of an addendum (see "County Interpretation/Addendums" for additional information.) A site visit may follow the pre-proposal conference, if applicable.

7.2. **Non-Mandatory:** Pre-solicitation conferences are generally non-mandatory, but it is highly recommended that prospective proposers participate.

7.3. **Mandatory:** Failure to attend a mandatory pre-solicitation conference will result in the proposal being considered **non-responsive**.

8. COUNTY INTERPRETATION/ADDENDUMS

8.1. Each proposer 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 at least eight (8) calendar days prior to the date when the proposal is due**.

8.2. Response(s) will be in the form of an Addendum posted on www.leegov.com/procurement. It is solely the proposer's responsibility to check the website for information. No notifications will be sent by Lee County Procurement Management Division.

8.3. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. Interpretation of the meaning of the plans, specifications or any other contract document, or for correction of any apparent ambiguity, inconsistency or error there in, shall be in writing. Issuance of a written addendum by the County's Procurement Management Division is the only official method whereby interpretation, clarification or additional information can be given.

9. QUALITY GUARANTEE/WARRANTY

9.1. Proposer will guarantee their work without disclaimers, unless otherwise specifically approved by the County.

10. ADDITIONS, REVISIONS AND DELETIONS

10.1. Additions, revisions, or deletions to the Terms and Conditions, specifications that change the intent of the solicitation will cause the solicitation to be non-responsive and the proposal 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.

11. DRUG FREE WORKPLACE

11.1. Lee County Board of County Commissioners encourages Drug Free Workplace programs.

12. CONFIDENTIALITY

- 12.1. Proposers should be aware that all proposals provided are subject to public disclosure and will **not** be afforded confidentiality, unless provided by Chapter 119 Florida Statute.
- 12.2. If information is submitted with a proposal that is deemed "Confidential" the proposer must stamp those pages of the proposal that are considered confidential. The proposer must provide documentation as to validate why these documents should be declared confidential in accordance with Chapter 119, "Public Records," exemptions.

13. CONFLICT OF INTEREST

- 13.1. All proposers are hereby placed on formal notice that per Section 3 of Lee County Ordinance No. 92-22: The County is prohibited from solicitation of 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:

- 13.2. 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 vendor/consulting team, cannot be selected or retained, as the primary consultant/vendor or named a member of the consulting/contracting team, to perform project design, engineering or construction services for subsequent phase(s) or scope of work for this project. Pursuant to FS. S287.057 (17) the firm will be deemed to have a prohibited conflict of interest that creates an unfair competitive advantage.
- 13.3. Should your proposal 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 proposal from consideration for this project.
- 13.4. The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the Lee County or any of its agencies. Further, all proposers must disclose the name of any County employee who owns directly or indirectly, an interest of five percent (5%) or more in the proposer's firm or any of its branches.

14. ANTI-LOBBYING CLAUSE (Cone of Silence)

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

15. DISADVANTAGED BUSINESS ENTERPRISE (DBE's)

- 15.1. The County encourages the use of Disadvantaged Business Enterprise Proposer(s).

16. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

- 16.1. The proposer agrees to comply, in accordance with Florida Statute 287.134, that furnishing 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.
- 16.2. The proposer will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The proposer 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.

- 16.3. The proposer will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The proposer will take such actions in respect to any sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.
 - 16.4. An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at <http://www.dms.myflorida.com>) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.
17. PROPOSER/SUB-PROPOSER/CONSULTANT/CONTRACTOR RELATIONSHIP
- 17.1. The prime proposer on a solicitation may not also be listed as a sub-proposer/consultant/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-proposers/consultant/contractor may be listed on multiple proposals for the same solicitation.
18. SUB-PROPOSER/CONSULTANT
- 18.1. The use of sub-proposer/consultant under this solicitation is not allowed without prior written authorization from the County representative.
19. RFP - PROJECT GUIDELINES
- 19.1. The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and or Requirements which shall service as a guide to the proposer(s) in conforming the professional services and work to provide pursuant to this Agreement/Contract:
 - 19.1.1. No amount of work is guaranteed upon the execution of an agreement/contract.
 - 19.1.2. Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the agreement/contract period.
 - 19.1.3. This contract does not entitle any firm to exclusive rights to County agreements/contracts. The County reserves the right to perform any and all available required work in-house or by any other means it so desires.
 - 19.1.4. In reference to vehicle travel, mileage and man-hours spent in travel time, is considered incidental to the work and not an extra compensable expense.
 - 19.1.5. Lee County reserves the right to add or delete, at any time, and or all tasks or services associated with this agreement.
 - 19.1.6. Any Single Large Project: The County, in its sole discretion, reserves the right to separately solicit any project that is outside the scope of this solicitation, whether through size, complexity or the dollar value.
20. RFP – SELECTION PROCEDURE
- 20.1. The selection will be made in accordance with Lee County Procurement Policy and Chapter 287.055 Florida Statutes for Professional Services Contracts. Some of all of the responding proposer(s) may be requested to provide interviews and/or presentations of their proposal, for the ranking process
 - 20.2. Agreement/Contract fees will be negotiated in accordance with Section 287.055 Florida Statutes.
 - 20.3. The recommendation to award, negotiated rates and agreement/contract(s) will be submitted to the Board of County Commissioners for approval.
 - 20.4. If a satisfactory agreement/contract(s) cannot be negotiated, in a reasonable amount of time, the County, in its sole discretion, may terminate negotiations with the selected proposer(s) and begin agreement/contract negotiations with the next finalist.
 - 20.5. The Procurement Management Director reserves the right to exercise their discretion to:
 - 20.5.1. Make award(s) to one or multiple proposers.

- 20.5.2. Waive minor informalities in any response;
- 20.5.3. Reject any and all proposals with or without cause;
- 20.5.4. Accept the response that in its judgment will be in the best interest of Lee County

21. RFP – EVALUATION

- 21.1. **Ranking Method:** Lee County uses the Dense Ranking (1223” ranking). In Dense Ranking, items that compare equal, receive the same ranking number, and the next item(s) receive the immediately following ranking number. Equivalently, each item’s ranking number is 1 plus the number of items ranked above it that are distinct with respect to the ranking order. This ranking method is used for each individual committee member’s scores. Thus if A ranks ahead of B and C (which compare equal) which are both ranked ahead of D, then A is ranked number 1 (“first”), B is ranked number 2 (“joint second”), C is also ranked number 2 (“joint second”) and D is ranked number 3 (“third”).
- 21.2. **Evaluation Meeting(s):**
 - 21.2.1. The first evaluation will rank Proposers based on the scores from the selection criteria point values.
 - 21.2.2. Following the initial evaluation process, the short-listed proposer(s) will be required to provide an on-site interview/presentation.
 - 21.2.3. Such subsequent evaluations will be accomplished by simply ranking the proposers. Proposers will be ranked in sequential order with one (1) being the highest ranking. Proposers’ rankings will then be totaled with the total lowest scores receiving final rank order starting with one (1) - the highest ranking.
 - 21.2.4. Proposed short-list and final selection meeting dates are posted on the Procurement Management web page: www.leegov.com/procurement (Projects, Award Pending.)

22. TIEBREAKER (RFP)

- 22.1. In the event of a tie, two or more proposers that have the same ranking, the following steps will be taken to determine the highest ranked proposer. This method shall be used for all (RFP) ties.
 - 22.1.1. Step 1: The proposer that has the highest number of 1st place rankings shall be deemed the first ranked proposer. In the event a tie still exists the proposer with the highest number of 2nd place rankings shall be the first ranked proposer. Should a tie still remain the method used above will continue with each ranking level, 3rd, then 4th, then 5th rank, will be counted until the tie is broken.
 - 22.1.2. Step 2: At the conclusion of step 1 if all is equal, the local proposer shall be deemed the highest ranked proposer over a non-local proposer. Local shall be defined by Lee County Ordinance 08-26 or current revision thereof.
 - 22.1.3. Step 3: At the conclusion of step 1 and step 2 if all is equal, the proposer having a drug-free work place program, in accordance with Section 287.087, Florida Statutes, shall be deemed the first ranked proposer.
 - 22.1.4. Step 4: At the conclusion of steps 1, 2, 3, if all are equal, the 1st place proposer shall be determined by the flip of a coin.
- 22.2. When the tie breaker is determined the highest ranked proposer shall be awarded the contract or receive the first opportunity to negotiate, as applicable.
- 22.3. If an award or negotiation is unsuccessful with the highest ranked proposer, award or negotiations may commence with the next highest ranked proposer.

23. EVALUATION/ SELECTION COMMITTEE

- 23.1. The selection of a Construction Manager at Risk (CMAR) 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.
- 23.2. 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 Proposers/Firms most qualified and suited for this project, resulting in a short-list of at least three (3) Proposers/Firms to be interviewed.

24. WITHDRAWAL OF PROPOSAL

- 24.1. No proposal may be withdrawn for a period of 180 calendar days after the scheduled time for receiving proposals. A proposal may be withdrawn prior to the proposal opening date and time. Withdrawal requests must be made in writing to the Procurement Management Director, who will approve or disapprove the request.
- 24.2. A proposer may withdraw a proposal any time prior to the opening of the solicitation.
- 24.3. After proposals are opened, but prior to award of the contract by the County Commission, the Procurement Management Director may allow the withdrawal of a proposal because of the mistake of the proposer in the preparation of the proposal document. In such circumstance, the decision of the Procurement Management Director to allow the proposal withdrawal, although discretionary, shall be based upon a finding that the proposer, by clear and convincing evidence, has met each of the following four tests:
 - 24.3.1. The proposer acted in good faith in submitting the proposal,
 - 24.3.2. The mistake in proposal preparation that was of such magnitude that to enforce compliance by the proposer would cause a severe hardship on the proposer,
 - 24.3.3. The mistake was not the result of gross negligence or willful inattention by the proposer; and
 - 24.3.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally awarded the contract/agreement.

25. PROTEST RIGHTS

- 25.1. Any proposer that has submitted a formal response to Lee County, and who is adversely affected by an intended decision with respect to the award, has the right to protest an intended decision posted by the County as part of the solicitation process.
- 25.2. "Decisions" are posted on the Lee County Procurement Management Division website. Proposers are solely responsible to check for information regarding the solicitation. (www.leegov.com/procurement)
- 25.3. Refer to the "Bid/Proposal Protest Procedure" section of the Lee County "Contracts Manual" for the complete protest process and requirements. The Manual is posted on the Lee County website or you may contact the Procurement Management Director.
- 25.4. 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 4:00 PM on the 3rd working day after the decision** affecting your rights is posted on the Lee County website.
 - 25.4.1. The notice must clearly state the basis and reasons for the protest.
 - 25.4.2. The notice must be physically received by the Procurement Management Director within the required time frame. No additional time is granted for mailing.
- 25.5. 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 of **"Notice of Intent to File a Protest"** is received by the Procurement Management Director.
- 25.6. **Failure to follow the protest procedures requirement within the timeframes as prescribed herein and established by the Lee County Board of County Commissioners, Florida, shall constitute a waiver of your protest and any resulting claims.**

26. AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES

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

27. CONTRACT ADMINISTRATION

- 27.1. **Designated Contact:**
 - 27.1.1. The awarded proposer shall appoint a person(s) to act as a primary contact for all County departments. This person or back-up shall be readily available during normal working hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.

27.1.2. Lee County requires that the awarded proposer to provide the name of a contact person(s) and phone number(s) which will afford Lee County access 24 hours per day, 365 days per year, of this service in the event of major breakdowns or natural disasters.

27.2. **Term:**

27.2.1. The term of this project will be determined in the pre-construction phase.

27.3. **Basis of Award:**

27.3.1. Award will be made to the most responsible and responsive proposer based on the evaluation criteria.

27.4. **Agreements/Contracts:**

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

27.5. **Records:**

27.5.1. Retention: The proposer shall maintain such financial records and other records as may be prescribed by Lee County or by applicable federal and state laws, rules and regulations. Unless otherwise stated in the specifications, the proposer shall retain these records for a period of five years after final payment, or until they are audited by Lee County, whichever event occurs first.

27.5.2. Right to Audit/Disclosure: These records shall be made available during the term of the contract as well as the retention period. These records shall be made readily available to County personnel with reasonable notice and other persons in accordance with the Florida General Records Schedule.

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

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

27.6. **TERMINATION**

27.6.1. 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 proposer, 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.

27.6.2. 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 Procedures Manual (Purchasing Manual), (also known as Appendix "D" "AC-4-1.pdf".)

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

28. **WAIVER OF CLAIMS**

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

29. LEE COUNTY PAYMENT PROCEDURES

- 29.1. All vendors are requested to mail an original invoice to:

Lee County Finance Department

Post Office Box 2238

Fort Myers, FL 33902-2238

- 29.2. All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specification portion of this project.
- 29.3. Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, proposer, or bidder for the preparation of these specifications.
- 29.4. Lee County is generally a tax exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All proposers should include in their proposal, all sales or use taxes, which they will pay when making purchases of material or sub-contractor's services.

30. INSURANCE (AS APPLICABLE)

- 30.1. Insurance shall be provided by the awarded proposer. Upon request, a certificate of insurance (COI) complying with the attached guide shall be provided by the proposer.



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 Insurance

31. SPECIAL CONDITIONS

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

None at this time

End of Special Conditions

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS
FOR
CN160518/LKD**

Construction Manager at Risk for the North Fort Myers & Bonita Springs Libraries

32. GENERAL SCOPE OF PROJECT

- 32.1. This scope of services entails providing pre-construction and construction management services for the:
 - 32.1.1. New North Fort Myers Library (NFML) The proposed site address is 2001 North Tamiami Trail, North Fort Myers, FL 33903. Lee County Public Library, to be located within the existing library site. A project conceptual site plan is herewith attached. The NFML will include not less than 25,000 gross square feet of floor area arranged in a single-story configuration. The existing library will remain in operation during the construction of the new library. Demolition of the current library will be included in the scope of this project.
 - 32.1.2. New Bonita Springs Library (BSL) The proposed site address is 10520 Reynolds Street, Bonita Springs, FL 34135. Lee County Public Library, to be located with the County of Bonita Springs. A project conceptual site plan is herewith attached. The BSL will include not less than 25,000 gross square feet of floor area arranged in a Multi-story configuration.
- 32.2. Time of Completion is anticipated to be approximately 15 to 18 months.
- 32.3. The estimated cost of the project is \$25,000,000.
- 32.4. It is the intent of the County to award to one Construction Manager at Risk for both libraries. Both libraries will be constructed simultaneously.

33. PROJECT OBJECTIVE

- 33.1. In selecting a Construction Manager at Risk (CMAR), the County will place emphasis on the experience of the Proposer and its assigned personnel in providing services on projects of similar nature and size.
- 33.2. During the Pre-construction Phase, the selected Proposer shall cooperate with Lee County Staff, and the Design Professional teams:
 - 33.2.1. To develop an optimum, minimum risk, and buildable design for the Project(s);
 - 33.2.2. To review and evaluate throughout this phase the design, as necessary, for constructability;
 - 33.2.3. 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;
 - 33.2.4. Develop Guaranteed Maximum Price based on the final permitted construction documents and specifications;
- 33.3. During the Construction Phase, the CMAR shall:
 - 33.3.1. Successfully complete the Project in accordance with the Construction Contract Documents and within the Guaranteed Maximum Price (GMP);
 - 33.3.2. Provide and maintain adequate staff to oversee and manage the construction for both libraries throughout the construction phase of these projects; Provide a construction team for each site (at a minimum: Project Manager, Superintendent)
 - 33.3.3. Successfully complete the construction of both buildings within the approved construction schedule;
 - 33.3.4. Comply with the CMAR contract documents and its general conditions.

34. PHASES

- 34.1. This project will consist of two phases.
 - 34.1.1. Pre-Construction Phase
 - 34.1.2. Construction Phase

35. PRE-CONSTRUCTION PHASE

- 35.1. **Prime Goal:** During the Pre-construction Phase, the CMAR shall assist the County and the Design Professional (DP) in developing an optimum, minimum risk and buildable design for the Project(s). During the Pre-construction Phase, the County, the DP, and the CMAR 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 Pre-construction Phase, the CMAR shall be paid a Pre-construction Phase Services Fee.
- 35.2. **Services:** The CMAR shall meet with the County to determine the schedule of meetings and the work required to provide value engineering. Services provided during the Pre-construction Phase of the project should include, but not limited to:
 - 35.2.1. Consulting with, advising, assisting, and making recommendations to the County and the DP.
 - 35.2.2. 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.
 - 35.2.3. Projected costs; developing, reviewing, and refining the Project's budget estimates based on the County's program and other available information.
 - 35.2.4. 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.
 - 35.2.5. Soliciting the interest of capable contractors and taking bids on the Project and analyzing the bids received.
 - 35.2.6. Preparing and maintaining a progress schedule during the Pre-construction Phase of the project and the preparation of a proposed construction schedule.
- 35.3. The following milestones shall be completed in the Pre-construction Phase before the Project can progress to the Construction Phase.
 - 35.3.1. The CMAR and County shall agree on a Guaranteed Maximum Price (GMP.)
 - 35.3.2. The CMAR and County shall execute the Construction Contract with all attachments and exhibits.
- 35.4. The CMAR shall not commence construction activities during the Pre-construction Phase.
- 35.5. The CMAR 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 Pre-construction Phase. The County shall not be obligated to have the CMAR construct the Project nor shall the CMAR assume to have any rights to construct the Project.

36. CONSTRUCTION PHASE

- 36.1. **Prime Goal:** During the Construction Phase, the CMAR shall successfully complete the Project in accordance with the Construction Documents and within the Guaranteed Maximum Price (GMP).
 - 36.1.1. Services provided by the CMAR during the Construction Phase of the Project shall include, but not be limited to:
 - 36.1.1.1. Maintaining competent supervisory staff to coordinate and provide general direction of the work and progress of the sub-contractors on the Project.
 - 36.1.1.2. Directing the work as it is being performed for general conformance with working drawings and specifications.
 - 36.1.1.3. Establish and implement procedures for the coordination among the CMAR, County, Design Professional, and sub-contractors with respect to all aspects of the Project.
 - 36.1.1.4. Maintain a record of local hires and hours worked as requested by the County.
 - 36.1.1.5. Maintain job site records and producing appropriate progress reports.
 - 36.1.1.6. Implement a labor policy in conformance with the requirements of the County.
 - 36.1.1.7. Review and provide recommendations regarding the safety and equal opportunity programs of each sub-contractor for conformance with the County's policies.
 - 36.1.1.8. 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.
 - 36.1.1.9. Make recommendations, process, and maintain records of requests for changes in the work through change orders.

- 36.1.1.10. Schedule and conduct regularly scheduled and non-scheduled job related meetings to ensure orderly progress of the work. Provide meeting minutes for each meeting.
- 36.1.1.11. 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.
- 36.1.1.12. Establish and maintain a cost control system.
- 36.1.1.13. Conduct meetings to review costs.

37. GUARANTEED MAXIMUM PRICE AND GMP SCHEDULE

- 37.1. The CMAR, 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 CMAR shall competitively select all construction sub-contracts and other work appropriate for competitive selection using cost and other factors.
- 37.2. 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 CMAR and County.
- 37.3. At a time determined by the County and the CMAR, but no later than the conclusion of the Pre-construction Phase, the CMAR 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.
- 37.4. The CMAR 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 CMAR Pre-construction Phase Contract Documents and the CMAR Construction Phase Contract Documents, if and when the latter are executed.

38. NEGOTIATED ITEMS

- 38.1. Any item not outlined in the CMAR Scope of Services may be subject to negotiations between the County and the CMAR.
- 38.2. If a fee for the Pre-construction Phase Services Contract cannot be agreed upon then the County is under no obligation to award a Pre-construction Phase Services Contract to the CMAR and may move to the next CMAR candidate on the selection list.
- 38.3. 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 CMAR and may move to the next CMAR candidate on the selection list.
- 38.4. All materials or plans, regardless of format or media used, created under the Pre-construction Phase shall be and remain the property of the County.

39. BOND/SURETY (CONSTRUCTION)

- 39.1. **Bond:** In accordance with F.S. 255.05 and Lee County Ordinance 95-2-102, a Public Payment and Performance Bond is to be issued in a sum equal to one-hundred (100%) percent of the total awarded contract amount by a surety company considered satisfactory by Lee County and otherwise authorized to transact business in the State of Florida shall be required from the successful Proposer. This shall insure the faithful performance of the obligations imposed by the resulting contract and protect the County from lawsuits for non-payment of debts incurred during the successful Proposers performance under such Contract.
- 39.2. Only the form provided with the contract documents may be accepted.

- 39.3. A public Payment and Performance bond must be properly executed, by the Surety Company and successful Proposer, and recorded with the Lee County Clerk of Court, within seven calendar days after notification by Lee County of the approval to award the Contract.
- 39.4. A Clean Irrevocable Letter of Credit or Cash Bond may be accepted by the County in lieu of the Public Payment and Performance Bond.
- 39.5. **Surety:** In order to be acceptable to the County, a Surety Company issuing Evidence of Bondability, Bid Guaranty Bonds or 100% Public Payment and Performance Bonds or Letters of Credit called for herein shall meet and comply with the minimum standards set forth in as part of the Contract Documents. The surety company shall be authorized to do business and in good standing with the Florida Department of State. All such bonds shall be issued or countersigned by a local producing agent who is a Florida resident with satisfactory evidence of its authority to execute the bond being submitted.

40. LIQUIDATED DAMAGES (CONSTRUCTION)

- 40.1. Proposers here by 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 al work on the project within the contract time stipulated. The Proposer further agrees to pay the determined dollar amount in the liquidated damages for each consecutive calendar day beyond final completion of work is delayed.

- 40.1.1. Liquidated Damages to be determined by means of one of the following methods to be determined (TBD.)

- 40.1.1.1. 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

- 40.1.1.2. Liquidated Damages amount to be based on the following formula:
 “Contract Price or GMP/Days to Substantial Completion * 15-20% (TBD)”
 The successful Proposer shall be liable to the County for per diem liquidated damages in the amount of \$TBD, for each calendar 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.

41. PERMITS (CONSTRUCTION)

- 41.1. Unless otherwise specified herein, the Contractor will secure and pay for all permits, impact fees, and licenses and will pay for all governmental charges and inspection fees necessary for the prosecution of the work which are.
- 41.2. The Contractor will also pay all public utility charges and connection fees, except as provided for in the Contract Documents.
- 41.3. Permits and licenses of regulatory agencies, which are necessary to be maintained after completion of the guarantee period, shall be secured and paid for by the County.

42. CONSTRUCTION MANAGER AT RISK REQUIREMENTS

- 42.1. Upon the award of a Construction Management Services Contract, the CMAR 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. CMAR 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 CMAR and DP contracts, project funds, and disbursements.
- 42.2. The CMAR shall furnish administration and management of the construction process and other specified services to the County. The CMAR 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 CMAR shall provide or perform basic services for which reimbursement shall be provided in the general conditions to the Construction Management Services Contract.
- 42.3. The CMAR will comply with all County, County, State, and Federal regulations, ordinances, and laws as they apply to this Project.
- 42.4. Ancillary Technical Services: The County may request that the CMAR perform Ancillary Technical Services that shall include, but not be limited to:
 - 42.4.1. Geo-technical, soil investigation, material and acceptance testing, and/or subsurface investigation services.
 - 42.4.2. Land Surveying.
 - 42.4.3. Other testing and consultant services that are determined by the County to be required for the Project.
- 42.5. Self-perform: The selected Proposer, 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.
 - 42.5.1. If the Proposer discovers that self-performed services are more economically beneficial to the County then they may exceed the 25 % requirement with approval of the County.
 - 42.5.2. If the CMAR receives one or less bids from subcontractors in a selected specialty or field, then the CMAR may exceed the 25% self-performance with approval of the County.
- 42.6. Should have experience with the CMAR concepts and/or valued engineering concept.

43. MINIMUM REQUIREMENTS/RELATED PROJECT EXPERIENCE

- 43.1. Relevant Projects/References: Provide **5 Construction Manager at Risk, vertical construction, government service related facility projects.** (Complete Form 1a Minimum Requirements Table) For each project include:
 - 43.1.1.1. Project Name
 - 43.1.1.2. Project Address
 - 43.1.1.3. Project Contact Name
 - 43.1.1.4. Project Contact Email
 - 43.1.1.5. Project Contact Telephone Number
 - 43.1.1.6. Initial and final construction costs
 - 43.1.1.7. Planned construction schedule vs. actual construction schedule
 - 43.1.1.8. Project Size (sq. ft.)
 - 43.1.1.9. Summary of the project scope
 - 43.1.1.10. Delivery method (confirm required method of Construction Manager at Risk was used)
- 43.1.2. Project Manager Experience: Minimum of 10 years
- 43.1.3. Project Superintendent Experience: Minimum of 10 years.
- 43.1.4. Evidence of Bondability: Include a letter of Bondability from a Surety provider. Awarded Proposer will be required to provide Payment & Performance bond for 100% of the project amount.
- 43.2. A Construction Manager at Risk will be selected to manage the performance of all goods and services necessary for the successful completion of the project. During the Pre-construction Phase the Construction Manager at Risk/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 obtaining necessary permits, the selection and subcontracting of companies/contractors for goods and services that bring quality, economic benefits and value engineering to the County.

44. REQUIRED PROPOSAL FORMAT AND RESPONSE INFORMATION

- 44.1. All information for written proposals shall be included in the appropriate Tab. All other information that is undesignated shall be included in Tab 5. Place page numbers at the bottom of every page, excluding dividers. If any of the information provided by the Proposer is found to be, in the opinion of the Evaluation Committee and Procurement Management Director, substantially unreliable this proposal may be rejected.
- 44.1.1. **TAB 1: Company Qualifications:** Provide a brief statement of company qualifications. Include office location that will be responsible for this project.
- 44.1.2. **TAB 2: Personnel Qualifications:** Provide a brief resume' of key employees to be assigned to the project. This component describes the general and specific project related capabilities of the Proposer's in-house staff and should demonstrate the depth of the Proposer's organization. Include management, technical, and support staff/on-site field staff. (Do not include clerical, part-time or sub-contractors as part of technical office staff.) A project team should be specified for each library.
- 44.1.3. **TAB 3: Services/References:** Insert "Form 1a Minimum Requirements Table" and any additional Service/Reference related information. Include project information which best illustrate the experience of the Proposer and current staff to be assigned to work on this project.
- 44.1.4. **TAB 4: Proposal Requirements:** Detail your expected plan to meet proposal requirements and successfully completing this CMR project(s). Include Project Approach, Valued Engineering Approach, and Quality Control Approach.
- 44.1.5. **TAB 5: Required Documents:** Forms, licenses, certifications, www.Sunbiz.org print-out, evidence of Bondability from Surety Company, etc. (Tab 5 information not part of page count.)

45. SCORING CRITERIA

Category	Category Title	Category Description	Points
1	Qualifications of Company	Includes company qualification and company information. Company Introduction and Executive Summary.	25
2	Personnel	Personnel qualifications.	25
3	Services/References	Services (past projects) and references that support your comments on the products or services you provide. Past customers related experience with your company.	25
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 or proposal request. To include, but not limited to Project Approach and Valued Engineering Approach	25
Maximum Total Points			100

46. RFP SUBMISSION SCHEDULE

Submission Description	Date(s)	Time
Advertise Request for Proposal (RFP)	07/29/2016	N/A
Pre-Proposal Meeting	08/12/2016	9:30 AM *
Proposal Question Deadline	8 Calendar days prior to submission deadline	Prior to 5:00 PM
Submission Deadline	08/29/2016	Prior to 2:30 PM
First Committee Meeting Short list discussion	09/09/2016	TBD AM/PM *
Notify Shortlist Selection via e-mail	TBD	N/A
Final Scoring/Selection Meeting	09/22/2016	TBD AM/PM *
Commission Meeting	TBD	
Additional notes on Submission Schedule: *Meeting Locations: 1825 Hendry Street, 2nd Floor, Fort Myers, FL 33901 TBD: To be determined		

47. PRESENTATION/INTERVIEW PROCESS

47.1. Formal Interview Evaluation Criteria:

- 47.1.1. Overall impression of each Proposer's key Project Team members, i.e. Project Manager, Project Superintendent, Project Executive, Cost Estimator, etc.
- 47.1.2. Methodology presented to assure success.
- 47.1.3. Ability of Project Team to express confidence in the ability of the Proposer to complete the project within the time and cost budgeted.
- 47.1.4. Ability of Project Team to communicate during the interview process.
- 47.1.5. The Project Team's ability to effectively answer questions and problem solve in the meeting.

47.2. Overall impression of the Proposer's Project Team. Presentation/Interview Format:

- 47.2.1. The Proposers selected to be interviewed, in a Presentation/Question and Answer format, will be notified by the County. Each Proposer 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.

47.3. Issues to Address at Presentation/Interview:

- 47.3.1. The intent of the formal interview process is to provide the Selection Committee with in-depth information from the Proposer in order to make a final selection of the best-suited Proposer for the contract. Proposers should consider their detailed plan for managing the cost, schedule and quality of the project, and any unique characteristics or services the Proposer offers.
- 47.3.2. Key personnel that should be present at the interview, as a minimum, shall include the Project Superintendent, Project Manager, Project Executive, and Cost Estimator.

47.4. Final Selection:

- 47.4.1. Candidates interviewed will be ranked, with the highest ranked Proposer 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 Proposer. If negotiations are not successful with the highest-ranked Proposer, the County will then negotiate with the second-ranked Proposer, and so on.

End of Section

REQUIRED FORMS

REQUEST FOR PROPOSAL CCNA

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. **Note:** If submitting via hard copy the original must be a manually signed original. Include additional copies, if specified, in the Solicitation documents.

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

1	<i>Solicitation Response Form</i>
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All signatures must be by a corporate authorized representative, witnessed, and corporate and/or notary seal (if applicable.) 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 web-page(s) from <http://www.sunbiz.org> as certification of this required information. Sample attached for your reference.

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

1a	<i>Minimum Requirements Table (RFP-CCNA)</i>
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Provide relevant Construction Manager at Risk project information.

1b	<i>Business Relationship Disclosure Requirement (if Applicable)</i>
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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 request form and disclose this relationship, failure to do so could result in being declared non-responsive.**

NOTICE: UNDER THE PROVISIONS OF FLORIDA STATUTES #112.317 (1983), A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$5,000.00.

2	<i>Affidavit Certification Immigration Laws</i>
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Form is acknowledgement that the proposer is in compliance in regard to Immigration Laws.

3	<i>Reference Survey</i>
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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. **Section 2:** Enter the name of the Proposer; provide the project information that the reference respondent is to provide a response for.
3. The reference respondent should complete "**Section 3**" and return directly to Lee County Procurement Management. Reference survey should not be returned by the Proposer.
4. **Section 4:** The reference respondent to print and sign name
5. A **minimum of 3 reference responses** must be returned.
6. Responses are due:

- 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.

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

4 *Negligence or Breach of Contract Disclosure Form*

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

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

5 *Affidavit Principal Place of Business*

Certifies 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 (if applicable) To be determined and completed after award*

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*

Self explanatory.

8 *Trench Safety (Required for Construction Projects Only) To be determined and completed after award*

Self explanatory.

Proposal Label (Required)

Self explanatory. Please affix to the outside of the sealed submission documents. 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, 4th Floor Fort Myers, FL 33901

Include any licenses or certifications requested (if applicable)

Include Surety Evidence of Bondability

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



LEE COUNTY PROCUREMENT MANAGEMENT SOLICITATION RESPONSE FORM

Date Submitted: _____ Deadline Date: 8/29/2016

SOLICITATION IDENTIFICATION: RFP-CN160518LKD

SOLICITATION NAME: Construction Manager at Risk for the North Fort Myers and 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 _____

E-MAIL 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 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 the Proposer/firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the *Florida Department of State, Division of Corporations*.

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 solicitation documents, specifications or scope of work for said service for the prices as listed on the county provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.

2 **Scrutinized Companies Certification:**

Section 287.135, 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.

☐ **Business Relationship Applicable (request form)**

☐ **Business Relationship NOT Applicable**

- 4 Disadvantaged Business Enterprise (DBE) proposer? If yes, 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 may be grounds for the proposal being declared non-responsive, or to have the award of the solicitation to be rescinded by the County. Attach separate page if necessary.
- 6 Are there any modifications to the solicitation or specifications? ____ Yes ____ No

Modifications:

ALL PROPOSALS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE PROPOSER, WITNESSED AND SEALED (IF APPLICABLE)

Company Name (Name printed or typed)

Authorized Representative Name (printed or typed)

Authorized Representative's Title (printed or typed)

Authorized Representative's Signature

(Affix Corporate Seal, if applicable)

Witnessed/Attested by:

(Witness/Secretary name and title printed or typed)

Witness/Secretary Signature

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

Detail by Entity Name

Florida Profit Corporation

Bill's Widget Corporation

Filing Information

Document Number 655555
FEI/EIN Number 5111111111
Date Filed 09/22/1980
State FL
Status ACTIVE
Last Event AMENDED AND RESTATED ARTICLES
Event Date Filed 07/25/2006
Event Effective Date NONE

Principal Address

555 N Main Street
Your Town, USA 99999

Changed 02/11/2012

Mailing Address

555 N Main Street
MYour Town, USA 99999

Changed 02/11/2012

Registered Agent Name & Address

My Registered Agent
111 Registration Road
Registration, USA99999

Name Changed: 12/14/2006

Address Changed: 12/14/2006

Officer/Director Detail

Name & Address

Title P

President, First
555 AVENUE
Anytown, USA99999

Title V

President, Second
555 AVENUE
Anytown, USA99999

Proposer Name: _____

Relevant Projects: Projects listed must be Construction Manager at Risk projects

Owner Name: _____
Project Name: _____
Project Address: _____

Owner Representative: _____
Representative
Telephone: _____
Representative E-Mail: _____
Project Cost: GMP \$ _____
Final \$ _____
Construction Schedule: Planned _____ (calendar days)
Actual _____ (calendar days)
Project Size: Sq. Ft. _____
Type of Government
Service Related Facility

Summary of Project Scope:

--

Owner Name: _____
Project Name: _____
Project Address: _____

Owner Representative: _____
Representative
Telephone: _____
Representative E-Mail: _____
Project Cost: GMP \$ _____
Final \$ _____
Construction Schedule: Planned _____ (calendar days)
Actual _____ (calendar days)
Project Size: Sq. Ft. _____
Type of Government
Service Related Facility

Summary of Project Scope:

--

Owner Name: _____
Project Name: _____
Project Address: _____

Owner Representative: _____
Representative
Telephone: _____
Representative E-Mail: _____
Project Cost: GMP _____
Final _____
Construction Schedule: Planned _____ (calendar days)
Actual _____ (calendar days)
Project Size: Sq. Ft. _____
Type of Government
Service Related Facility

Summary of Project Scope:

--

Proposer Name:

Owner Name:

Project Name:

Project Address:

Owner Representative:

Representative

Telephone:

Representative E-Mail:

Project Cost:

GMP

Final

Construction Schedule:

Planned

(calendar days)

Actual

(calendar days)

Project Size:

Sq. Ft.

Type of Government
Service Related Facility**Summary of Project Scope:**

Owner Name:

Project Name:

Project Address:

Owner Representative:

Representative

Telephone:

Representative E-Mail:

Project Cost:

GMP

Final

Construction Schedule:

Planned

(calendar days)

Actual

(calendar days)

Project Size:

Sq. Ft.

Type of Government
Service Related Facility**Summary of Project Scope:****Project Team:**

	North Fort Myers Library		Bonita Springs Library	
	Name	Years Experience	Name	Years Experience
Project Manager (minimum 10 years)				
Project Superintendent (minimum 10 years)				



AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP-CN160518LKD SOLICITATION NAME: Construction Manager at Risk for the North Fort Myers and 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.**

**REFERENCE SURVEY****Solicitation # RFP-CN160518LKD****Construction Manager at Risk North Fort Myers and Bonita Springs Libraries**

Section 1		Reference Respondent Information		Please return completed form to:	
FROM:		BUYER: Lori DeLoach, CPPB			
COMPANY:		DATE: 8/29/2016			
PHONE #:		TOTAL # PAGES: 1			
FAX #:		PHONE #: 239-533-8881		FAX #: 239-485-8383	
EMAIL:		BUYER EMAIL: LDeLoach@leegov.com			
Section 2		Enter Proposer Information /Project Information, if applicable (Proposer to enter details of a project performed for above reference respondent)			
Proposer Name:					
Reference Project Name:		Project Address:		Project Cost:	Sq. Ft.
Summarize Scope:					
You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.					
Section 3					Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?					
2. Were any problems encountered with the company's work performance?					
3. Were any change orders or contract amendments issued, other than owner initiated?					
4. Was the job completed on time?					
5. Was the job completed within budget?					
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)					
7. If the opportunity were to present itself, would you rehire this company?					
8. Please provide any additional comments pertinent to this company and the work performed for you:					
Section 4					

Reference Name (Print Name)

Please submit non-Lee County employees as references

Reference Signature



ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM

Please fill in the form below. Provide each incident in regard to alleged negligence or breach of contract that has occurred over the past 10 years. Please compete in chronological order with the most recent incident on starting on page 1. Please do not modify this form (expansion of spacing allowed) or submit your own variation.

Company Name: _____

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

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

Page Number: _____ Of _____ Total pages

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



LEE COUNTY

SOUTHWEST FLORIDA

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____, _____ 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 _____ years

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

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

6. Number of available employees for this contract _____

SUB-CONTRACTOR LIST

[illegible]

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: _____

TRENCH SAFETY

Contractor/Vendor acknowledges that included in the appropriate solicitation items of the solicitation and in the Total solicitation price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The contractor/vendor further identifies the costs of such compliance to be summarized below:

Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
To be determined and completed after award				
A. _____	_____	_____	_____	_____
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____
D. _____	_____	_____	_____	_____
TOTAL \$ _____				

If applicable, the contractor/vendor certifies that all trench excavation done within his control in excess of five (5') feet in depth shall be in accordance with the Florida Department of Transportation's Special Provisions Article 125-1 and Sub-article 125-4.1 (TRENCH EXCAVATION SAFETY SYSTEM AND SHORING, SPECIAL-TRENCH EXCAVATION).

Failure to complete the above may result in the solicitation being declared non-responsive.

(Signature)

(Company Name)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ by _____ (name and title of corporate officer) of _____ (name of corporation), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

(signature line for notary public)

(name of notary typed, printed or stamped)

(title or rank)

(serial number, if any)

My commission expires:

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

PROPOSAL DOCUMENTS • DO NOT OPEN

SOLICITATION No.: **RFP-CN160518LKD**

SOLICITATION TITLE: **Construction Manager at Risk for the North Fort Myers and Bonita Springs Libraries**

DATE DUE: **Monday, August 29, 2016**

TIME DUE: **Prior to: 2:30 PM**

SUBMITTED BY:

(Name of Company)

e-mail address

Telephone

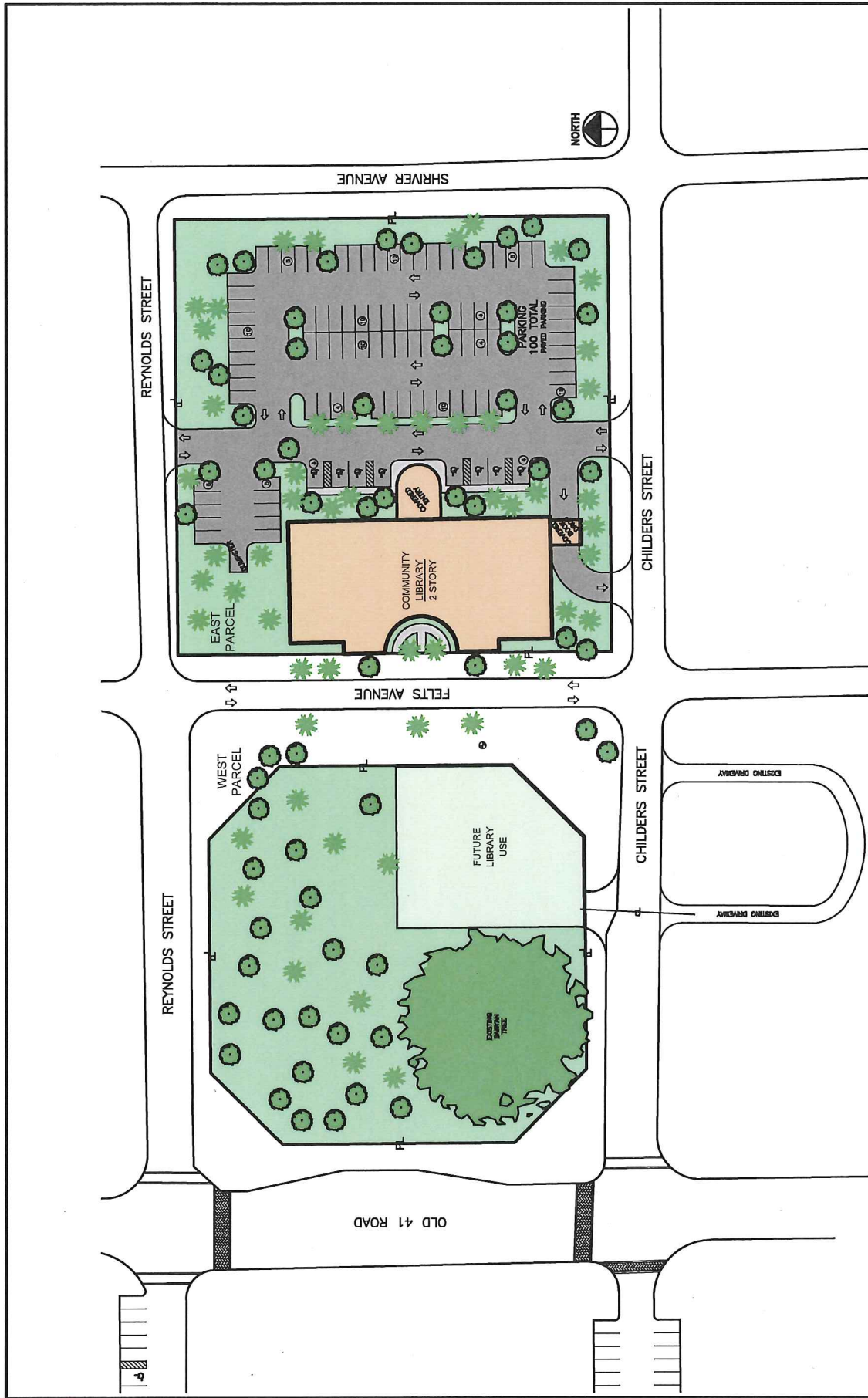
DELIVER TO: Lee County Procurement Management
1500 Monroe 4th Floor
Fort Myers FL 33901

Note: proposals received after the time and date above will not be accepted.

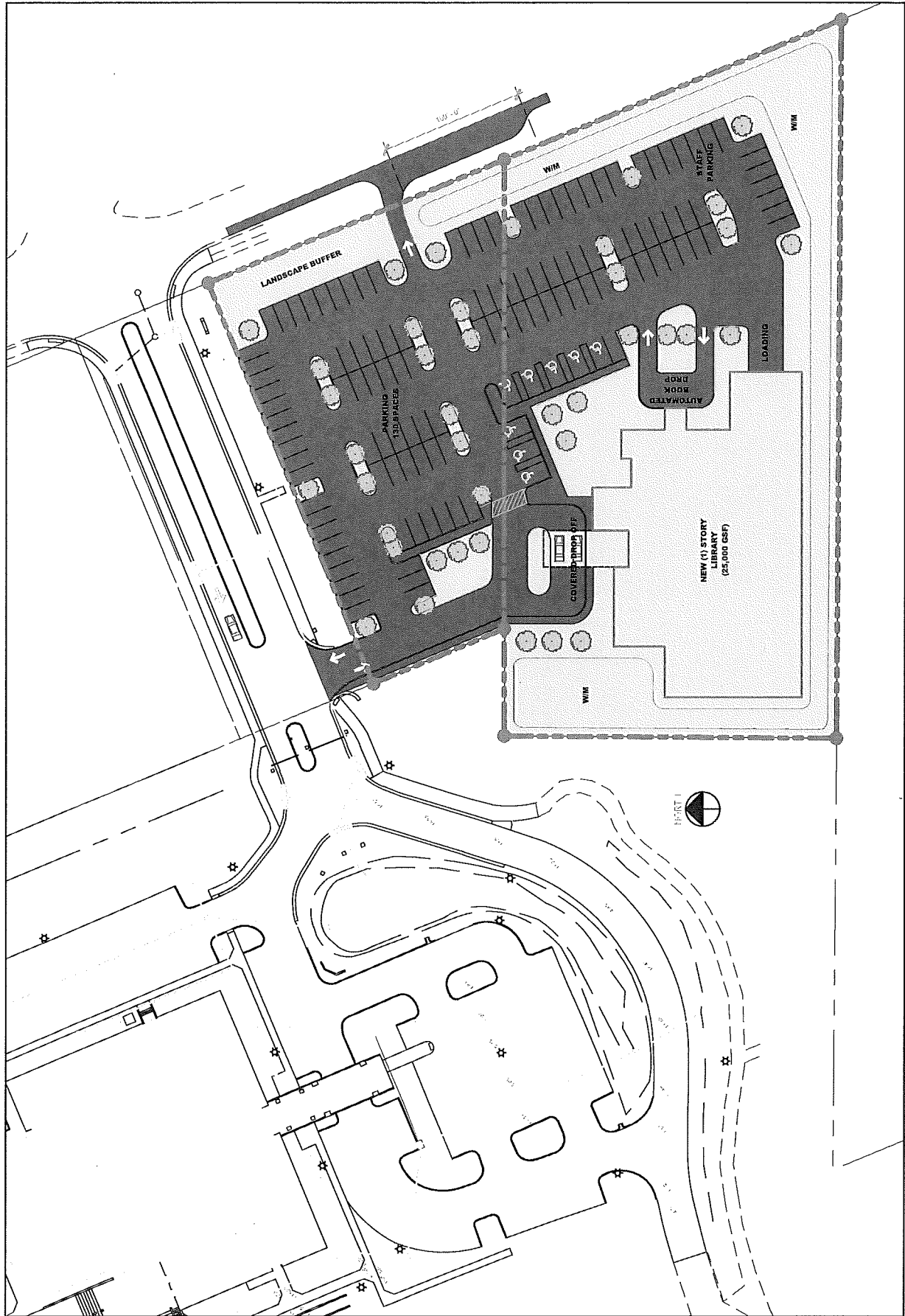


Lee County Procurement Management
1500 Monroe Street, 4th Floor
Fort Myers, FL 33901
(239) 533-8881
www.leegov.com/procurement

PLEASE PRINT CLEARLY



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BONITA SPRINGS REGIONAL LIBRARY



CONCEPTUAL SITE PLAN
NORTH FORT MYERS LIBRARY