



Lee County  
Southwest Florida

Advertise Date: Tuesday, February 01, 2022

Lee County Board of County Commissioners  
PROCUREMENT MANAGEMENT DEPARTMENT

Construction Manager at Risk (CM) Request for Proposal

Solicitation No.: **CMR220095BAG**

Solicitation Name: **CMAR – Composting Facility Capacity Improvements**

Open

Date/Time: **Monday, March 07, 2022**

Time: **2:30 PM**

Location: **Lee County Procurement Management  
2115 Second Street, 1st Floor  
Fort Myers, FL 33901**

Procurement

Contact: **Brooke Green**

Title **Procurement Analyst**

Phone: **(239) 533-8848**

Email: **bgreen@leegov.com**

Requesting

Dept. **Solid Waste**

**Pre-Solicitation Meeting:**

Type: **No meeting scheduled at this time**

All solicitation documents are available for download at  
**[www.leegov.com/procurement](http://www.leegov.com/procurement)**



Tuesday, February 01, 2022

**Notice to Contractor / Vendor / Proposer(s)****Construction Manager at Risk (CM) Request for Proposal**

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

**CMR220095BAG – CMAR Composting Facility Capacity Improvements**

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, 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, March 07, 2022**

to the office of the **Procurement Management Director, 2115 Second Street, 1st Floor, Fort Myers, FL 33901**. The Invitation to Bid shall be received in a sealed envelope, prior to the time scheduled to receive Bid(s), and shall be clearly marked with the solicitation name, solicitation number, bidder name, and contact information as identified in these solicitation documents.

The Scope of Services for this RFP is available from [www.leegov.com/procurement](http://www.leegov.com/procurement). Vendors who obtain scope of services from sources other than [www.Leegov.com/procurement](http://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](http://www.Leegov.com/procurement). It is the Proposer's responsibility to check for posted information. The County may not accept incomplete proposals.

**No Pre-proposal Conference is scheduled at this time.**

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

Brooke Green [BGreen@LeeGov.com](mailto:BGreen@LeeGov.com)

Sincerely,

Adam Brooke, CPPB  
Interim Procurement Manager

\*[WWW.LeeGov.Com/Procurement](http://WWW.LeeGov.Com/Procurement) is the County's official posting site

**Terms and Conditions  
Request for Proposal  
Construction Manager at Risk (CM)**

**1. DEFINITIONS**

- 1.1. **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.
- 1.2. **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).
- 1.3. **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.
- 1.4. **Bidder/Responder/Proposer:** One who submits a response to a solicitation.
- 1.5. **County:** Refers to Lee County Board of County Commissioners.
- 1.6. **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 Department. Only bids or proposals received prior to the established date and time will be considered.
- 1.7. **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.
- 1.8. **Procurement Management:** shall mean the Director of Lee County's Procurement Management Department or designee.
- 1.9. **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.
- 1.10. **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.
- 1.11. **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.

**2. ORDER OF PRECEDENCE**

- 2.1. If a conflict exists between the "Terms and Conditions" the following order of precedents will apply:
  - 2.1.1. Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, "Public Business", Chapter 287 "Procurement of Personal Property and Services."
  - 2.1.2. Lee County Procurement Management Department Ordinance 18-22
  - 2.1.3. Special Conditions and Supplemental Instructions
  - 2.1.4. Detailed Scope of Work
  - 2.1.5. These Terms and Conditions

**3. RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES**

- 3.1. 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 Lee County shall be in accordance with but not limited to:
  - 3.1.1. Lee County Procurement Management Department Ordinance 18-22
  - 3.1.2. Florida State Statute 287.055: Consultant Competitive Negotiation Act (CCNA), (CN)
  - 3.1.3. Pursuant to FL § 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, solicitations 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 calendar days after bid or proposal opening, whichever is earlier.

3.1.4. Florida Statute 218 Public Bid Disclosure Act.

3.1.5. Florida Statute 337.168 Confidentiality of official estimates, identities of potential bidders, and bid analysis and monitoring.

3.1.6. FL § 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.

3.2. **Local Business Tax:** If applicable, provide with proposal.

3.3. **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.

#### 4. RESPONSES RECEIVED LATE

4.1. It shall be the Proposer's sole responsibility to deliver the proposal submission to the Lee County Procurement Management Department prior to or on the time and date stated.

4.2. Any proposals received after the stated time and date will not be considered. The proposal shall not be opened at the public opening.

4.3. The Lee County Procurement Management Department 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.

#### 5. PROPOSER REQUIREMENTS (unless otherwise noted)

5.1. **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.

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

5.1.2. 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.

5.1.3. Proposers are responsible for ensuring that any required background screening are conducted in accordance with Chapter 435. Proposers shall be aware, understand, and ensure compliance with the statutory requirements regarding background checks. FL Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Proposer who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law. Such requirements shall flow down to sub-contractors/consultants of the prime Proposer and prime Proposer shall ensure compliance with Chapter 435 of such parties.

5.1.3.1.1. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

5.2. **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.

5.3. **Preparation Cost:** 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. PRE-SOLICITATION CONFERENCE

6.1. 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

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 verbal questions and answers are considered informal. 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.

- 6.2. **Non-Mandatory:** Pre-solicitation conferences are generally non-mandatory, but it is highly recommended that prospective Proposers participate.
- 6.3. **Mandatory:** Failure to attend a mandatory pre-solicitation conference will result in the proposal being considered **non-responsive**.

## 7. COUNTY INTERPRETATION/ADDENDUMS

- 7.1. 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 **submitted in writing prior to 5:00 PM at least eight (8) calendar days prior to the date when the submission is due.**
- 7.2. Response(s) will be in the form of an Addendum posted on [www.leegov.com/procurement](http://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 Department associated with this solicitation.
- 7.3. All Addenda shall become part of the Contract Documents.
- 7.4. 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 Department is the only official method whereby interpretation, clarification or additional information can be given.

## 8. QUALITY GUARANTEE/WARRANTY (as applicable)

- 8.1. Proposer will guarantee their work without disclaimers, unless otherwise specifically approved by the County, for a minimum of twelve (12) months from final completion.
- 8.2. Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of final completion.
- 8.3. Unless otherwise specifically provided in the specifications, the equipment must be warranted for twelve (12) months, shipping, parts and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to the County.
- 8.4. If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed, the vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials, if in its judgment the item reflects unsatisfactory workmanship or manufacturing or shipping damage. The vendor shall refund, to the County, any money which has been paid for same.

## 9. ADDITIONS, REVISIONS AND DELETIONS

- 9.1. Additions, revisions, or deletions to the Terms and Conditions, Specifications, Bid Schedule, or other document provided by Lee County Procurement Management Department that changes 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.

## 10. CONFIDENTIALITY

- 10.1. 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.
- 10.2. 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.
- 10.3. Lee County **will not reveal engineering estimates or budget amounts for a project** unless required by grant funding or unless it is in the best interest of the County. According to Florida State Statute 337.168: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of s. 119.07(1) until the contract for the project has been executed or until the project is no longer under active consideration.

#### 11. CONFLICT OF INTEREST

- 11.1. 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:

- 11.2. 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.
- 11.3. 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.
- 11.4. **Business Relationship Disclosure Requirement:** 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 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.

#### 12. ANTI-LOBBYING CLAUSE (Cone of Silence)

- 12.1. Following Florida Statute Section 287.057(23), Upon 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.**

#### 13. DRUG FREE WORKPLACE

- 13.1. Lee County Board of County Commissioners encourages Drug Free Workplace programs.

#### 14. FLORIDA CERTIFIED ENTERPRISES

- 14.1. The County encourages the use of Florida Certified Enterprises such as Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms.
- 14.2. Bidder/Proposer is requested to indicate whether the Firm and/or any proposed sub-consultants are a Florida Certified Enterprise. Lee County encourages the utilization and participation of DBE, MBE, WBE, VBE or similar in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race,

color, sex or national origin. Interested Florida Certified Enterprises such as Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms and similar are encouraged to submit.

#### 15. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

- 15.1. The Proposer agrees to comply, in accordance with Florida Statute 287.134, 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of 2008 (ADAAA) that furnishing goods or services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- 15.2. The Proposer will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability 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, disability or marital status.
- 15.3. 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.
- 15.4. 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.

#### 16. SUB-PROPOSER/CONSULTANT

- 16.1. The use of Sub-Proposer/Consultant under this solicitation is not allowed without prior written authorization from the County representative.

#### 17. RFP - PROJECT GUIDELINES

- 17.1. 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:
  - 17.1.1. No amount of work is guaranteed upon the execution of an agreement/contract.
  - 17.1.2. Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the agreement/contract period; inclusive of any renewals unless otherwise specified herein.
  - 17.1.3. 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.
  - 17.1.4. In reference to vehicle travel, mileage and person-hours spent in travel time, are considered incidental to the work and not an extra compensable expense.
  - 17.1.5. Lee County reserves the right to add or delete, at any time, and or all tasks or services associated with this agreement.
  - 17.1.6. 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.
  - 17.1.7. Background Check(s): The County is committed to maintaining a safe and secure environment. The following shall apply to the contractor, contractor employees, employees hired through a third party staffing vendor, subcontractors and any other staffing that may be working in or around a County Facility, School, Library and other locations as deemed necessary.

Upon written request by Lee County Procurement Management, the contractor at its expense must conduct a background check for each of its employees, as well as for the employees of its subcontractors, who will provide services to the County or have access to the County computer systems, through either onsite or remote access. Contractor employees, for the purpose of this requirement, include such temporary staff as office support, custodial service and any third party vendor. Background checks shall be conducted through the Florida Department of Law Enforcement and provided to Lee County Procurement Management Department at [procurement@leegov.com](mailto:procurement@leegov.com). Background checks must be conducted prior to commencement of said project(s).

## 18. RFP – EVALUATION

- 18.1. **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”).
- 18.2. **Evaluation Meeting(s):**
  - 18.2.1. The first evaluation will rank Proposers based on the scores from the selection criteria point values.
  - 18.2.2. Following the initial evaluation process, the short-listed proposer(s) may be required to provide an on-site interview/presentation.
  - 18.2.3. Such subsequent evaluations are to be accomplished by simply ranking the Proposers based off the details provided through the on-site interview/presentation. 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) that shall indicate the highest technically evaluated and most qualified Proposer by the evaluation committee.
  - 18.2.4. Proposed short-list and final selection meeting dates are posted on the Procurement Management web page: [www.leegov.com/procurement](http://www.leegov.com/procurement) (Projects, Award Pending.)

## 19. RFP – SELECTION PROCEDURE

- 19.1. The selection will be made in accordance with Lee County Procurement Policy and Chapter 287.055 FL § for Professional Services Contracts. Some or all of the responding Proposer(s) may be requested to provide interviews and/or presentations of their proposal, for the ranking process
- 19.2. Agreement/Contract fees will be negotiated in accordance with Section 287.055 FL §.
- 19.3. The recommendation to award, negotiated rates and agreement/contract(s) will be submitted to the Board of County Commissioners for approval.
- 19.4. 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.
- 19.5. The Procurement Management Director reserves the right to exercise their discretion to:
  - 19.5.1. Make award(s) to one or multiple Proposers.
  - 19.5.2. Waive minor informalities in any response;
  - 19.5.3. Reject any and all proposals with or without cause;
  - 19.5.4. Accept the response that in its judgment will be in the best interest of Lee County.

## 20. RFP – TIEBREAKER

- 20.1. 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.
  - 20.1.1. Step 1: The proposer that has the highest number of 1<sup>st</sup> place rankings shall be deemed the first ranked proposer. In the event a tie still exists the proposer with the highest number of 2<sup>nd</sup> place rankings shall be the first ranked proposer. Should a tie still remain the method used above will



continue with each ranking level, 3<sup>rd</sup>, then 4<sup>th</sup>, then 5<sup>th</sup>, etc. rank, will be counted until the tie is broken.

20.1.2. Step 2: At the conclusion of step 1, if all is equal, the proposer having a drug-free work place program, shall be deemed the first ranked proposer.

20.1.3. Step 3: In the event the tie exists then the highest ranked proposer from the first evaluation committee meeting, in which point values were applied, will win the award. One being the highest.

20.1.4. Step 4: At the conclusion of steps 1, 2, 3, if all are equal, the 1<sup>st</sup> place proposer shall be determined by the flip of a coin.

20.2. When the tiebreaker is determined the highest ranked Proposer shall be awarded the contract or receive the first opportunity to negotiate, as applicable.

20.3. If an award or negotiation is unsuccessful with the highest ranked Proposer, award or negotiations may commence with the next highest ranked Proposer.

## 21. RFP – EVALUATION/ SELECTION COMMITTEE

21.1. The selection shall be by a Selection Committee consisting of staff representatives from the appropriate County Departments as approved by the Procurement Management Director or designee unless otherwise mandated by law.

21.2. 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, where applicable, in a short-list of no fewer than three (3) firms to be interviewed or provide presentations.

21.3. The County reserves the right, where allowable and applicable, to begin negotiations with the top ranked firm(s) without hosting interviews/presentations.

## 22. WITHDRAWAL OF PROPOSAL

22.1. No proposal may be withdrawn for a period of **180 calendar days** after the scheduled time for receiving submissions. 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.

22.2. A Proposer may withdraw a proposal any time prior to the opening of the solicitation.

22.3. 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:

22.3.1. The Proposer acted in good faith in submitting the proposal,

22.3.2. 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,

22.3.3. The mistake was not the result of gross negligence or willful inattention by the Proposer; and

22.3.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally awarded the contract/agreement.

## 23. PROTEST RIGHTS

23.1. Any Bidder 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.

23.2. Notice of Intended Decision is posted on the Lee County Department of Procurement Management website ([www.lee.gov.com/procurement](http://www.lee.gov.com/procurement)). Bidders are solely responsible to check for information regarding the Solicitation.

23.3. Refer to the "Procurement Protest" section of the Lee County Procurement Ordinance 18-22 for a complete description of the protest process and associated requirements. The ordinance is posted on the Lee County website or may be obtained by contacting the Procurement Management Director.

- 23.4. In order to preserve the right to protest, a written ***“Notice Of Intent To File A Protest”*** must be filed with the Lee County Procurement Management Director within seventy-two (72) hours of Posting of the Notice of Intended Decision.
- 23.4.1. The notice shall clearly indicate all grounds being claimed for the protest.
- 23.4.2. The notice must be physically received by the Procurement Management Director within the required time frame described above. No additional time will be granted for mailing.
- 23.5. Following receipt of the Notice of Intent to File a Protest, a **“Protest Bond”** and **“Formal Written Protest”** must be filed **within ten (10) business days** of Posting of the Notice of Intended Decision.
- 23.6. **Failure to follow the protest procedures requirement within the time frames as prescribed herein and in the Lee County Procurement Ordinance 18-22 shall constitute a waiver of the right to protest and shall bar any resulting claims.**

#### 24. AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES

- 24.1. 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.

#### 25. CONTRACT ADMINISTRATION

##### 25.1. Designated Contact:

- 25.1.1. 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.
- 25.1.2. Lee County requires 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.

##### 25.2. RFP – Term:

- 25.2.1. The term of this project will be determined in the pre-construction phase.
- 25.2.2. The County’s performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds

##### 25.3. RFP – Basis of Award:

- 25.3.1. Award will be made to the most responsible and responsive Proposer based on the evaluation criteria.

##### 25.4. Agreement/Contract:

- 25.4.1. 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>.
- 25.4.2. Agreement/Contracts may have more than one department participating. Each participant will issue its individual purchase order and will be billed separately.

##### 25.5. Records:

- 25.5.1. 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.
- 25.5.2. 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. Awarded Bidder/Proposer(s) are hereby informed of their requirement to comply with FL §119 specifically to:
- 25.5.2.1. Keep and maintain public records required by the County to perform the service.
- 25.5.2.2. Upon request from the County’s custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided or as otherwise provided by law.

- 25.5.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- 25.5.2.4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

25.5.3. 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, Email at [PRRCustodian@leegov.com](mailto:PRRCustodian@leegov.com) or Visit <http://www.leegov.com/publicrecords>.**

25.5.4. 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.

**25.6. Termination:**

- 25.6.1. 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.
- 25.6.2. The Procurement Management Director may immediately terminate any agreement as a result of this solicitation for emergency purposes, as defined by the Lee County Procurement Management Department Ordinance 18-22.
- 25.6.3. 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 calendar 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.
- 25.6.4. The County reserves the right to terminate award or contract following any of the below for goods or services over \$1,000,000:
  - 25.6.4.1. Contractor is found to have submitted a false certification as provided under FL § 287.135 (5);
  - 25.6.4.2. Contractor has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;
  - 25.6.4.3. Contractor has engaged in business operations in Cuba or Syria;

- 25.6.4.4. Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel – beginning October 1, 2016.

## 26. WAIVER OF CLAIMS

- 26.1. Once this contract expires, or final payment has been requested and made, the awarded vendor shall have waived 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.

## 27. LEE COUNTY PAYMENT PROCEDURES

- 27.1. All vendors are requested to mail an original invoice to:  
**Lee County Finance Department**  
**Post Office Box 2238**  
**Fort Myers, FL 33902-2238**
- 27.2. All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specification portion of this project.
- 27.3. 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.
- 27.4. 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.

## 28. SAFETY DATA SHEETS (SDS) (if applicable)

- 28.1. In accordance with Chapter 443 of the FL §, it is the vendor's responsibility to provide Lee County with Material Safety Data Sheets on bid materials, as may apply to this procurement.

## 29. DEBRIS DISPOSAL (if applicable)

- 29.1. Unless otherwise stated, the Proposer shall be fully responsible for the lawful removal and disposal of any materials, debris, garbage, vehicles or other such items which would interfere with the undertaking and completion of the project. There shall not be an increase in time or price associated with such removal.

## 30. SHIPPING (if applicable)

- 30.1. Cost of all shipping to the site, including any inside delivery charges and all unusual storage requirements shall be borne by the Proposer unless otherwise agreed upon in writing prior to service. It shall be the Proposers responsibility to make appropriate arrangements, and to coordinate with authorized personnel at the site, for proper acceptance, handling, protection and storage (if available) of equipment and material delivered. All pricing to be F.O. B. destination.
- 30.2. The materials and/or services delivered under the proposal shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

## 31. INSURANCE (AS APPLICABLE)

- 31.1. 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.

End of Terms and Conditions Section

## INSURANCE REQUIREMENTS



**LEE COUNTY**  
SOUTHWEST FLORIDA

**Lee County Insurance Requirements  
including Professional Liability**

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

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

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

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

\$1,000,000 combined single limit (CSL)

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

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

- d. **Errors and Omissions** - Coverage shall include professional liability insurance, to cover claims arising out of negligent acts, errors or omissions of professional advice, privacy and network security insurance covering for losses arising from disclosure of confidential information, or other professional services.

\$1,000,000 per occurrence

*\*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.

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End of Insurance

## 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.

### 1. PROJECT TERM

- 1.1. The Agreement shall commence on the date agreed upon through negotiations and set forth in the subsequent and associated Agreement documents. The term of this Agreement is anticipated to be for a period of approximately **4.5 years** from the commencement date of the Notice to Proceed.
- 1.2. The County is currently in the process of contracting with a consultant to design this project. It is anticipated that the issuance of 30% design by the consultant will coincide with the contracting of the CMAR for this project.

### 2. BOND/SURETY (CONSTRUCTION)

- 2.1. Bonding/Surety is required in accordance with the Lee County Procurement Management Department Ordinance 18-22.
- 2.2. **Payment and Performance Bond:** In accordance with F.S. 255.05 and Lee County Procurement Management Ordinance 18-22, 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.
  - 2.2.1. 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.
  - 2.2.2. A **Clean Irrevocable Letter of Credit or Cash Bond** may be accepted by the County in lieu of the Public Payment and Performance Bond.
- 2.3. Only Lee County form(s) may be accepted. Forms are available at <https://www.leegov.com/procurement/forms>.
- 2.4. **Personal Checks are not acceptable to Lee County as a Bid Security.**
- 2.5. **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.

### 3. LIQUIDATED DAMAGES (CONSTRUCTION)

- 3.1. Liquidated Damages will be negotiated with the awarded vendor for inclusion in the Phase 2 GMP amendment to the Agreement/Contract.
- 3.2. Liquidated Damages shall be negotiated between the County and the awarded Contractor resulting in the mutually agreed upon liquidated damages table being added to the contract. The following Liquidated damages table shall serve as a guideline for negotiations. Liquidated damages will be based on the entire project amount per calendar day for example as shown in 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

#### 4. PERMITS

- 4.1. Unless otherwise specified herein, the Construction Manager 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. County permits and fees are required to be obtained and paid for by the Contractor.
- 4.2. The Construction Manager will also pay all public utility charges and connection fees, except as provided for in the Contract Documents.
- 4.3. 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.
- 4.4. Pursuant to the requirements of Florida Statute 218.80, this is a disclosure of permits and fees to be paid by the Construction Manager to complete the scope of work as described herein. This list does not relieve the successful bidder/vendor of its responsibility to obtain and pay for permits required by other governmental entities as specified elsewhere in this document.
- 4.5. Permits obtained by the Construction Manager will be reimbursed at cost, no mark-up.
  - 4.5.1. States Stormwater Permitting will be required for this project.

End of Special Conditions



## **DETAILED SPECIFICATIONS**

### **1. GENERAL SCOPE OF PROJECT**

- 1.1. Lee County Board of County Commissioners seeks to contract with a Construction Manager at Risk for pre-construction and construction phase services for the capacity improvements to the Lee County Composting Facility located at 5500 Church Road Felda, FL 33930.

### **2. BACKGROUND INFORMATION**

- 2.1. The Lee County Composting Facility (LCCF) is located at the Lee/Hendry County Regional Solid Waste Disposal Facility at 5500 Church Road Felda Florida 33930. The LCCF is permitted to receive and process up to 90,000 wet tons of biosolids per year and has an operational capacity of approximately 60,000 wet tons of biosolids per year. The facility includes covered composting buildings, uncovered processing/curing/storage areas, covered storage area and support and maintenance facilities. Nine (9) covered composting buildings are comprised of single span metal structures with plastic membrane roof coverings that allow for ambient airflow through the buildings while preventing rain from entering. Fans attached to the building also provide air movement within the structure to preserve its integrity as well as to enhance passive airflow through compost piles. The ground surface under the buildings is asphalt pavement that provides for the management of wastewater. The uncovered areas also consist of asphalt pavement that allows for the management storm water. See drawings attached for details on the current facility and conceptual new construction.

### **3. PROJECT SCOPE**

- 3.1. Lee County Solid Waste Department is working on capacity improvements to the Lee County Composting Facility. The project is anticipated to include, but is not limited to:
  - 3.1.1. Construction of approximately 50,000 SF covered metal framed building(s) with wastewater management, electrical service, fans and lighting
  - 3.1.2. Repairs to pavement subgrade in building area
  - 3.1.3. Improvements to storm water management system
  - 3.1.4. Approximately 3 acre asphalt curing pad
  - 3.1.5. Process water/ fire suppression utility extension
  - 3.1.6. Ancillary improvements as needed and agreed upon.
- 3.2 The County is currently in the process of contracting with a consultant to design this project and perform any geotechnical evaluations and storm water system analysis.
- 3.3 Pre-construction services shall include, but are not limited to:
  - 3.3.1 Cost estimating at 30%, 60%, 90%, 100%, and Final Design
  - 3.3.2 Conducting constructability review workshops with the Consultant at each cost estimating interval identified above
  - 3.3.3 Support and contribute to value added design
  - 3.3.4 Prepare a work break down structure (WBS)
  - 3.3.5 Prepare a master construction schedule
  - 3.3.6 Develop phased scopes for bidding, to maximize work to be completed in the times allotted, per the construction schedule
  - 3.3.7 Determine composition of and prepare construction bid packages
  - 3.3.8 Conduct bidding of specialized commodity materials
  - 3.3.9 Conduct equipment bidding with qualified equipment manufacturers
  - 3.3.10 Conduct pre-bid meeting(s) with potential sub-contractors prior to bidding
  - 3.3.11 Solicit, bid, award, contract and supervise all sub-contractors
  - 3.3.12 Develop an "open book" guaranteed maximum price (GMP)
  - 3.3.13 Work collaboratively with Lee County and it's Consultant

### 3.4 Construction management services shall include, but are not limited to:

- 3.4.1 Permit support to the Consultant on permits they have applied for
- 3.4.2 Permit support to Sub-Contractors on trade permits
- 3.4.3 CMAR permit applications as necessary to successfully construct and complete the project
- 3.4.4 Update the master schedule monthly
- 3.4.5 Prepare and maintain two week and six week look aheads generated from the master schedule
- 3.4.6 Aid Lee County in direct material purchase of equipment and materials
- 3.4.7 Manage all aspects of construction
- 3.4.8 Coordinate all compliance inspections
- 3.4.9 Provide construction project administration
- 3.4.10 Construction management at risk for this project
- 3.4.11 Work collaboratively with the Consultant and Lee County
- 3.4.12 Provide QA/QC services and assist the Consultant with their inspection services
- 3.4.13 When necessary self-perform construction (Please refer to Section 10.5 for limits)
- 3.4.14 Support the Construction Engineering Inspector (CEI) assigned to the project
- 3.4.15 Startup services of equipment, facilities, and processes as applicable

## 4. PROJECT OBJECTIVE

### 4.1. The overall objective of the Construction Manager (CM) selected under this Agreement shall be as follows:

#### 4.1.1. During the Pre-construction Phase, the CM shall cooperate with Lee County Staff, and the Design Professional teams:

- 4.1.1.1. To develop an optimum, minimum risk, and buildable design for the Project(s);
- 4.1.1.2. To review and evaluate throughout this phase the design, as necessary, for constructability;
- 4.1.1.3. Value engineering, as necessary, of the construction documents to insure that the cost to construct will be achieved within the available construction budget;
- 4.1.1.4. Develop Guaranteed Maximum Price based on the final permitted construction documents and specifications;

#### 4.1.2. During the Construction Phase, the CM shall:

- 4.1.2.1. Successfully complete the Project in accordance with the Construction Contract Documents and within the Guaranteed Maximum Price (GMP);
- 4.1.2.2. Provide and maintain adequate staff to oversee and manage the construction throughout the construction phase of these projects; Provide a construction team for each site (at a minimum: Project Manager, Superintendent)
- 4.1.2.3. Successfully complete the construction within the approved construction schedule;
- 4.1.2.4. Comply with the CM contract documents and its general conditions.
- 4.1.2.5. 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.

## 5. PHASES

### 5.1. This project will consist of two phases.

- 5.1.1. Pre-Construction Phase
- 5.1.2. Construction Phase

## 6. PRE-CONSTRUCTION PHASE

- 6.1. **Prime Goal:** During the Pre-construction Phase, the CM 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 CM 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 CM shall be paid a Pre-construction Phase Services Fee.

- 6.2. **Services:** The CM 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:
  - 6.2.1. Consulting with, advising, assisting, and making recommendations to the County and the DP.
  - 6.2.2. 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.
  - 6.2.3. Projected costs; developing, reviewing, and refining the Project's budget estimates based on the County's program and other available information.
  - 6.2.4. 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.
  - 6.2.5. Soliciting the interest of capable contractors and taking bids on the Project and analyzing the bids received.
  - 6.2.6. Preparing and maintaining a progress schedule during the Pre-construction Phase of the project and the preparation of a proposed construction schedule.
- 6.3. The following milestones shall be completed in the Pre-construction Phase before the Project can progress to the Construction Phase.
  - 6.3.1. The CM and County shall agree on a Guaranteed Maximum Price (GMP.)
  - 6.3.2. The CM and County shall execute the Construction Contract with all attachments and exhibits.
- 6.4. The CM shall not commence construction activities during the Pre-construction Phase.
- 6.5. The CM 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 CM construct the Project nor shall the CM assume to have any rights to construct the Project.

## 7. CONSTRUCTION PHASE

- 7.1. **Prime Goal:** During the Construction Phase, the CM shall successfully complete the Project in accordance with the Construction Documents and within the Guaranteed Maximum Price (GMP).
  - 7.1.1. Services provided by the CM during the Construction Phase of the Project shall include, but not be limited to:
    - 7.1.1.1. Maintaining competent supervisory staff to coordinate and provide general direction of the work and progress of the sub-contractors on the Project.
    - 7.1.1.2. Directing the work as it is being performed for general conformance with working drawings and specifications.
    - 7.1.1.3. Establish and implement procedures for the coordination among the CM, County, Design Professional, and sub-contractors with respect to all aspects of the Project.
    - 7.1.1.4. Maintain a record of local hires and hours worked as requested by the County.
    - 7.1.1.5. Maintain job site records and producing appropriate progress reports.
    - 7.1.1.6. Implement a labor policy in conformance with the requirements of the County.
    - 7.1.1.7. Review and provide recommendations regarding the safety and equal opportunity programs of each sub-contractor for conformance with the County's policies.
    - 7.1.1.8. 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.
    - 7.1.1.9. Make recommendations, process, and maintain records of requests for changes in the work through change orders.
    - 7.1.1.10. Schedule and conduct regularly scheduled and non-scheduled job related meetings to ensure orderly progress of the work. Provide meeting minutes for each meeting.
    - 7.1.1.11. 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.

7.1.1.12. Establish and maintain a cost control system.

7.1.1.13. Conduct meetings to review costs.

## **8. GUARANTEED MAXIMUM PRICE AND GMP SCHEDULE**

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

## **9. NEGOTIATED ITEMS**

- 9.1. Any item not outlined in the CM Scope of Services may be subject to negotiations between the County and the CM.
- 9.2. 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 CM and may move to the next CM candidate on the selection list.
- 9.3. 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 CM and may move to the next CM candidate on the selection list.
- 9.4. 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.

## **10. CONSTRUCTION MANAGER AT RISK REQUIREMENTS**

- 10.1. Upon the award of a Construction Management Services Contract, the CM 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. CM 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 CM and DP contracts, project funds, and disbursements.
- 10.2. The CM shall furnish administration and management of the construction process and other specified services to the County. The CM 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 CM shall provide or perform basic services for which reimbursement shall be provided in the general conditions to the Construction Management Services Contract.
- 10.3. The CM will comply with all County, County, State, and Federal regulations, ordinances, and laws as they apply to this Project.
- 10.4. Ancillary Technical Services: The County may request that the CM perform Ancillary Technical Services that shall include, but not be limited to:

- 10.4.1. Geo-technical, soil investigation, material and acceptance testing, and/or subsurface investigation services.
- 10.4.2. Land Surveying.
- 10.4.3. Other testing and consultant services that are determined by the County to be required for the Project.
- 10.5. 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.
  - 10.5.1. 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.
  - 10.5.2. If the CM receives one or less bids from subcontractors in a selected specialty or field, then the CM may exceed the 25% self-performance with approval of the County.
- 10.6. Should have experience with the CM concepts and/or valued engineering concept.

## 11. ATTACHMENTS

- 11.1. Lee County Composting Facility Site, Grading, and Drainage Plan
- 11.2. Lee County Composting Facility Conceptual New Construction

End of Section

## SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

### 1. SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

- 1.1 Interested firms shall include the following information in their submittal responses to this solicitation. The following format and sequence should be followed in order to provide consistency in the firm's responses and to ensure each proposal receives full consideration. Use 8 ½ x 11 sheet pages only with minimum font size of 10 points and with tabs or section dividers to separate sections as defined below. More than one section is permitted on one page unless otherwise indicated below. Undesignated information shall be inserted at the rear of each package. Place page numbers at the bottom of every page, excluding dividers. Proposal documents should not contain links to other web pages; such links will not be reviewed for evaluation purposes.
- 1.2 Submittal package may not exceed **20 pages** printed single-sided; **page restriction excludes required forms found herein and dividers**. **PLEASE INCLUDE PAGE TABS/SECTION DIVIDERS** so that those evaluating your submittal can easily compare each section with others that are submitted. If any of the information provided by the Proposer is found to be, in the sole opinion of the Evaluation Committee and Procurement Management Director, substantially unreliable their proposal may be rejected.
- 1.3 Proposers shall submit one (1) original hard copy (clearly marked as such) and one (1) electronic version on a USB flash drive set(s) containing the proposal submittal in an unlocked PDF format. The County may request specific files be submitted in specialty format (IE: Provide a Project Timeline in Excel format.) Vendor shall accommodate such specialty requests as stated within the submittal requirements describe herein. Should files not be provided in the format or quantity as requested Vendor may be deemed Non-Responsive and therefore ineligible for award. In case of any discrepancies, the original will be considered by the County in evaluating the Proposal, and the electronic version is provided for the County's administrative convenience only. Limit the color and number of images to avoid unmanageable file sizes.

#### **COVER PAGE: Introduction**

- Project RFP Number & Name
- Firm's Name & Address
- Firm's Contact Person & Information (phone, fax and email address)
- How many years has Proposer been in business under present name?
- Under what other former names has your organization operated?

*\*Cover Page: Introduction does NOT count towards page restriction requested herein.\**

#### **TAB 1: Qualifications of Firm**

- Provide a description of your firm, your firm's experience, and underlying philosophy in providing the services as described and requested herein. Description should include details such as: abilities, capacity, skill, strengths, number of years, location of office(s), as well as MBE, WBE, DBE, VBE or similar status, and recent, current, and/or projected workload, etc...

#### **TAB 2: Firm/Team's Experience Constructing Metal Buildings**

- Prove your firm/team has five (5) years of experience in projects similar in scope and size to that being requested through this solicitation or projects involving single span metal buildings.
- Submit a maximum of five (5) metal buildings projects that have been completed in the past ten (10) years and constructed in the State of Florida. Each project must have had a minimum construction value of \$5,000,000.

- At least two (2) of the five (5) projects listed must have been constructed using either CM, CMAR, or DB delivery method. Note, preferential treatment will be given to those having CMAR experience.
- Details for each project example provided should include:
  - Project Name
  - Project Address
  - Customer Name
  - Customer Contact Information: Name, phone number, and email address
  - Brief description of work provided
  - Initial cost of work
  - Final cost of work
  - Whether the project was ever constructed
  - Number of change orders
  - Total completion time (from Notice to Proceed to Final Invoice payment)
- Provide a statement of understanding that your firm recognizes that the County reserves the right to evaluate the proposing Firm on their past performance and prior dealings with Lee County (i.e. failure to meet specifications, poor workmanship, late delivery, etc.) as part of their experience criteria.

#### **TAB 3: Firm/Team's Experience on Site Development**

- Prove your firm/team has five (5) years of experience completing site development projects including, but not limited to, pavement work, storm water management systems, wastewater management systems, and/or electrical services.
- Submit a maximum of five (5) projects that demonstrate your firm/team's experience in site development.
- At least two (2) of the projects listed must have been constructed using either CM, CMAR, or DB delivery method. Note, preferential treatment will be given to those having CMAR experience.
- Details for each project example provided should include:
  - Project Name
  - Project Address
  - Customer Name
  - Customer Contact Information: Name, phone number, and email address
  - Brief description of work provided
  - Initial cost of work
  - Final cost of work
  - Whether the project was ever constructed
  - Number of change orders
  - Total completion time (from Notice to Proceed to Final Invoice payment)

#### **TAB 4: Personnel**

- Provide an organizational chart and brief description of the proposed team, including the Project Manager(s), Project Engineer, Superintendent and Cost Estimator, and identify the roles and responsibilities of each member of the proposed team.

- Identify relevant project experience and qualifications for the Project Manager(s), Project Engineer, Superintendent, Cost Estimator and any technical leads assigned to the project team
  - The designated Project Manager(s) must have a minimum experience of completing two (2) construction projects using CM/CMAR and/or DB delivery method. Provide a summary of similar project experience including education, credentials, number of years in present position and number of years employed by this firm.
  - Similar project experience for the Project Engineer called out in the Organizational Chart, including education, credentials, number of years in present position and number of years employed by this firm.
  - Similar project experience for the Superintendent(s) called out in the Organizational Chart, including credentials, number of years in present position, number of years employed by this firm, and experience. The designated Lead Superintendent must have minimum experience of completing one (1) construction project using CM, CMAR, and/or DB delivery method.
  - Similar project experience for the Lead Cost Estimator called out in the Organizational Chart. Including education, credentials, number of years in present position and number of years employed by this firm.
- Staff assigned to this project should have a minimum of five (5) years of experience in similar project roles. Preference will be toward experience with metal buildings. Preferential consideration will be given for experience with CM, CMAR, and/or DB delivery method. Preferential consideration will be given for project experience located within Florida.
- Provide a statement acknowledging your firm's understanding that the project management team/key team members assigned to the project, as described above, shall not be substituted without the expressed permission of Lee County

#### **TAB 5: Safety**

- The following only applies to the CMAR firm or the prime member of the CMAR team.
  - Provide a summary of your firm's safety program
  - Provide accident frequency rate for each of the past three (3) years.
  - Provide the incident rate for each of the past three (3) years.
  - Experience Modifier Rate (EMR) for the past three (3) years. EMR's below 0.75 will be given preferential consideration.
  - List of OSHA inspections/citations levied during the past three (3) years. Describe any infractions and indicate whether there was a warning or fine imposed and the dollar amount of each.
  - Provide a copy of your organization's most current OSHA Summary 300A log.

#### **TAB 6: Budget Compliance**

- List your firm's approach to creating open book GMPs
- Adhering to the agreed upon GMP in the face of construction delays, price escalation, errors and omissions is important. Describe your firm's approach for resolution of these items. If your firm has never faced this scenario, please provide your answer considering "what-if".



## 2. SCORING CRITERIA & WEIGHT

CRITERIA / TAB	CRITERIA DESCRIPTION	MAX. POINTS AVAILABLE
1	Qualifications of Firm	15
2	Firm/Team's Experience Constructing Metal Buildings	25
3	Firm/Team's Experience on Site Development	20
4	Personnel	20
5	Safety	15
6	Budget Compliance	5
<b>TOTAL POINTS</b>		<b>100</b>
*Additional details and documents found within submittal package, although not located within tabs as listed above, may be reviewed and considered by evaluation committee when scoring Proposers.		

## 3. RFP SUBMISSION SCHEDULE

Submission Description	Date(s)	Time
Advertise Request for Proposal (RFP)	Tuesday, February 1, 2022	N/A
Pre-Proposal Meeting	N/A	N/A
Proposal Question Deadline	8 Calendar days prior to submission deadline	Prior to 5:00 PM
Submission Deadline	Monday, March 7, 2022	Prior to 2:30 PM
First Committee Meeting & Discussion	TBD	TBD
Notify Shortlist Selection via e-mail (If applicable)	TBD	N/A
Final Scoring/Selection Meeting (If applicable)	TBD	TBD
Board Meeting	TBD	9:30 AM
<b>Additional notes on Submission Schedule:</b> <ul style="list-style-type: none"> <li>• <i>Submission Schedule is provided as a guideline only and is subject to change at the discretion of Lee County authorized personnel.</i></li> <li>• <i>Changes in closing date or other parameters may occur and will be posted to the Lee County Procurement website. It shall be the responsibility of Contractor to verify all dates through County website.</i></li> <li>• <i>Unless otherwise stated, location of all openings and meetings will take place at 2115 Second Street, 1<sup>st</sup> Floor, Fort Myers, FL 33901-Procurement Management.</i></li> </ul>		

*End of Submittal Requirements & Evaluation Criteria Section*

**FORMS DESCRIPTION & INSTRUCTIONS**  
**REQUEST FOR PROPOSAL CCNA**  
**CONSTRUCTION MANAGER AT RISK (CM)**

This table provides a brief list, description, and instructions regarding the standard requested forms that should be submitted with all bids or proposals. This is not intended to be an all-inclusive list of forms required for your submission, but rather a guide to assist in completion of the County's standard forms.

**Form #**    **Title/Description**

***1      Solicitation Response Form***

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.

***\*      Business Relationship Disclosure Requirement***

Sections 112.313(3) and 112.313(7), F.S., prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. If this **disclosure is applicable, the Bidder must request the form entitled "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS"** (Required by § 112.313(12)(b), F.S.) to be completed and **returned with the Solicitation Response**. **It is the Bidder's responsibility to request the form and disclose this relationship; failure to do so may result in being declared non-responsive.**

NOTICE: UNDER THE PROVISIONS OF § 112.317, F.S., 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 \$10,000.00.

***2      Affidavit Certification Immigration Laws***

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

***3      Reference Survey***

Provide this form to reference respondents. This form **will be turned in with the proposal package**.

1. **Section 1:** Bidder/Proposer to complete with reference respondent's information prior to providing to them for their response. (This is **not** the Bidder/Proposer's information.)
2. **Section 2:** Enter the name of the Bidder/Proposer; provide the project information in which the reference respondent is to provide a response.
3. The reference respondent should complete "**Section 3.**"
4. **Section 4:** The reference respondent to print and sign name
5. **Three (3) Reference responses** are to be **returned with the proposal package**.
6. 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
- 6 *Sub-Contractor/Consultant List* (if applicable)  
To be completed and returned when sub-contractor/consultants are to be utilized and are known at the time of the submission.  
**To be completed after award for CM solicitations**
- 7 *Public Entity Crimes Form*  
Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.
- 8 *Trench Safety* (Required for Construction Projects Only)  
Self-explanatory  
**To be completed after award for CM solicitations**
- \* *Proposal Label* (Required)  
Self-explanatory. Please affix to the outside of the sealed submission documents.

*Include any licenses or certifications requested*

Local Business Tax Account (as applicable) issued by City and/or County entity. This is necessary for all Florida vendors.

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

**Form 1 – Solicitation Response Form**

**LEE COUNTY PROCUREMENT MANAGEMENT  
SOLICITATION RESPONSE FORM**

Date Submitted: \_\_\_\_\_ Bid Due Date: 3/7/2022

SOLICITATION IDENTIFICATION: CMR220095BAG

SOLICITATION NAME: CMAR – Composting Facility Capacity Improvements

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](http://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, 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, FL § , 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, FL § .

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, FL § , 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), FL §, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL § 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), FL § (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**

Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE)

- 4** Proposer? If yes, please attach a current certificate.

☐ Yes

☐ No

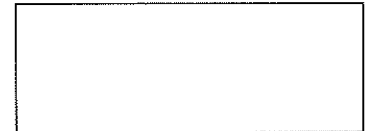
**ALL PROPOSALS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE PROPOSER.**  
**WITNESSED AND SEALED (IF APPLICABLE)**

\_\_\_\_\_  
 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  
 FB/EIN Number 5111111111  
 Date Filed 09/22/1990  
 State FL  
 Status ACTIVE  
 Last Event AMENDED AND RESTATED ARTICLES  
 Event Date Filed 07/25/2006  
 Event Effective Date NONE

**Principal Address** Verify either Principal or Mailing address is on Form 1

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

**IMPORTANT:**

For corporations, All documents must be signed by the president of the company or an authorized individual. For any individual other than the president, we will need one of the following to confirm their authority to sign:

- 1. a corporate resolution by the Board of Directors, or
- 2. an extract of minutes, or
- 3. an extract of Vote by the Board of Directors.

If the company's articles of incorporation identify additional positions that have the power to bind the corporation, we will accept the articles of incorporation with verification from the president that a certain individual serves in that role (e.g., the president confirms that John Doe is the CEO, and the articles of incorporation provide that the CEO has the power to bind the company).

With respect to an LLC, the authority to bind a limited liability company is controlled by Florida statute. Managers or managing members have inherent authority to bind an LLC.

If the president of a corporation or a manager/managing member of an LLC delegates their authority, such delegation must be sent to us on company letterhead with the President's or manager's/managing member's original, wet signature.

w0103/2018

## Form 2 – Affidavit Certification of Immigration Laws

**AFFIDAVIT CERTIFICATION IMMIGRATION LAWS**

SOLICITATION NO.: CMR220095      SOLICITATION NAME: CMAR - Composting Facility Capacity Improvements

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).

BY REGISTERING AS A VENDOR, SUBMITTING A RESPONSE TO A SOLICITATION, OR ENTERING INTO A CONTRACT, YOU ARE OBLIGATED TO COMPLY WITH THE PROVISIONS OF SECTION 448.095, FLA. STAT., "EMPLOYMENT ELIGIBILITY." FURTHER, BY YOUR REGISTRATION AS A VENDOR, RESPONSE TO A SOLICITATION, ENTERING INTO A CONTRACT, YOU AFFIRM AND REPRESENT THAT YOU ARE REGISTERED WITH THE E-VERIFY SYSTEM AND ARE USING SAME, AND WILL CONTINUE TO USE SAME AS REQUIRED BY SECTION 448.095, F.S. COMPLIANCE WITH SECTION 448.095 INCLUDES, BUT IS NOT LIMITED TO, UTILIZATION OF THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES, AND REQUIRING ALL SUBCONTRACTORS TO PROVIDE AN AFFIDAVIT ATTESTING THAT THE SUBCONTRACTOR DOES NOT EMPLOY, CONTRACT WITH, OR SUBCONTRACT WITH, AN UNAUTHORIZED ALIEN. FAILURE TO COMPLY WILL LEAD TO TERMINATION AS A VENDOR, DISQUALIFYING YOU FOR AWARD OF A SOLICITATION, DENIAL OF ENTERING INTO A CONTRACT AND/OR, CANCELLATION OF AN ACTIVE CONTRACT, OR IF YOUR SUBCONTRACTOR KNOWINGLY VIOLATES THE STATUTE, THE SUBCONTRACT MUST BE TERMINATED IMMEDIATELY. ANY CHALLENGE TO TERMINATION UNDER THIS PROVISION MUST BE FILED NO LATER THAN 20 CALENDAR DAYS AFTER THE DATE OF TERMINATION. IF TERMINATED FOR A VIOLATION OF THE STATUTE BY THE VENDOR, THE VENDOR MAY NOT BE ALLOWED TO DO BUSINESS WITH THE COUNTY OR BE AWARDED A SOLICITATION OR CONTRACT FOR A PERIOD OF 1 YEAR AFTER THE DATE OF TERMINATION. ALL COSTS INCURRED TO INITIATE AND SUSTAIN THE AFOREMENTIONED PROGRAMS SHALL BE THE RESPONSIBILITY OF THE VENDOR.

Company Name: \_\_\_\_\_

\_\_\_\_\_  
Signature                      Title                      Date

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was signed and acknowledged before me, by means of ☐ physical presence or ☐ online notarization, 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.**

## Form 3 Reference Survey

Lee County Procurement Management  
Reference Survey

Reference surveys submitted can be a maximum of twelve (12) months old. If using a previous reference, Proposers must clearly identify the project name and number the reference is being submitted for.

Project Name & Number: \_\_\_\_\_

<b>Section 1</b>	<b>Reference Respondent Information</b>	<b>Please return completed form to:</b>	
<b>FROM:</b>	_____	<b>Bidder/Proposer:</b>	_____
<b>COMPANY:</b>	_____	<b>Due Date:</b>	_____
<b>PHONE #:</b>	_____	<b>Total # Pages:</b>	<b>1</b>
<b>FAX #:</b>	_____	<b>Phone #:</b>	<b>Fax #:</b>
<b>EMAIL:</b>	_____	<b>Bidder/Proposer E-Mail:</b>	_____

<b>Section 2</b>	Enter Bidder/Proposer Information, if applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)		
<b>Proposer Name:</b>	_____		
<b>Reference Project Name:</b>	<b>Project Address:</b>	<b>Project Cost:</b>	_____
<b>Summarize Scope:</b>	_____		

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.

<b>Section 3</b>		<b>Indicate: "Yes" or "No"</b>
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:		

<b>Section 4</b>	<b>Please submit non-Lee County employees as references</b>
------------------	---

Reference Name (Print Name) \_\_\_\_\_

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

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.

Proposals may be declared "non-responsive" due to omissions of "Negligence or Breach of Contract" on this 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.

## Form 5 - Affidavit Principal Place of Business



Lee County  
Southwest Florida

# AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

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.**

The foregoing instrument was signed and acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who has produced  
(Print or Type Name)

\_\_\_\_\_ as identification.  
(Type of Identification and Number)

Notary:

State of \_\_\_\_\_

County of \_\_\_\_\_

⇒ \_\_\_\_\_  
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. Number of available employees for this contract \_\_\_\_\_

6. Does your company have a Drug Free Workplace Policy \_\_\_\_\_ Yes \_\_\_\_\_ No

## TO BE DETERMINED AND COMPLETED AFTER AWARD

## Form 6-Sub-contractor/consultant List

SUB-CONTRACTOR/CONSULTANT LIST

Sub-Contractor/Consultant Company Name	Area Of Work	Point Of Contact Or Project Supervisor	Contact Info Phone or Email	Qualified DBE, MBE, WBE, VBE or Similar	Amount or Percentage of Total

Please include sub-contractor/consultant name, area of work (i.e. mechanical, electrical, etc.) and a **valid** phone number and/or email. Also include the dollar value or percentage that the sub-contractor/consultant will be performing. If sub-contractor/consultant qualifies as a current certificate Florida Certified Business Enterprise such as MBE, WBE, DBE, VBE or similar please indicate such above and provide proof of certification.

## Public Entity Crime Form

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.
7. 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 \_\_\_\_\_

The foregoing instrument was signed and acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_ who has produced  
(Print or Type Name)

\_\_\_\_\_ as identification.  
(Type of Identification and Number)

\_\_\_\_\_  
(NOTARY PUBLIC)

My Commission Expires: \_\_\_\_\_

## Form#8: Trench Safety (Required for Construction Projects Only)

**TO BE DETERMINED AND COMPLETED AFTER AWARD**  
**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
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 \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this  
 \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_ who has produced

(Print or Type Name)

\_\_\_\_\_ as identification.  
 (Type of Identification and Number)

\_\_\_\_\_  
Notary Public Signature

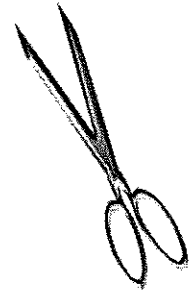
\_\_\_\_\_  
Printed Name of Notary Public

\_\_\_\_\_  
Notary Commission Number/Expiration

Sealed Proposal Label

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

<b>PROPOSAL DOCUMENTS • DO NOT OPEN</b>	
SOLICITATION NO.:	CMR220095BAG
SOLICITATION TITLE:	<b>CMAR – Composting Facility Capacity Improvements</b>
DATE DUE:	<b>Monday, March 7, 2022</b>
TIME DUE:	<b>Prior to: 2:30 PM</b>
SUBMITTED BY:	_____ (Name of Company)
e-mail address	Telephone
DELIVER TO:	Lee County Procurement Management 2115 Second Street, 1 <sup>st</sup> Floor Fort Myers FL 33901
<i>Note: proposals received after the time and date above will not be accepted.</i>	



**\*Notice:** the Date Due/Submission Deadline Date/Opening Date as stated on this label and other forms contained herein may have been updated via issuance of Addenda against this project. It is the sole responsibility of the Contractor/Vendor to monitor the County project webpage for any updates to the Date Due/Submission Deadline Date/Opening Date via Addenda. This label nor other original forms may not be updated. Contractor/Vendor may strike through and update Date Due/Submission Deadline Date/Opening Date at their discretion to match any updates to this date that have been published via Addenda.

Submission received after the time and date of the Date Due/Submission Deadline Date/Opening Date will not be accepted at the sole discretion of the County.

**PLEASE PRINT CLEARLY**