



Advertise Date: Tuesday, February 28, 2023

Lee County Board of County Commissioners
PROCUREMENT MANAGEMENT DEPARTMENT

Construction Manager at Risk (CM) Request for Proposal

Solicitation No.: **CMR220451BJB**

Solicitation Name: **CMAR Southeast Advanced Water Reclamation Facility**

Open Date/Time: **Wednesday, April 05, 2023** Time: **2:30 PM**

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

Procurement Contact: **Brian Boehs** Title **Procurement Analyst**

Phone: **(239) 533-8887** Email: **bboehs@leegov.com**

Requesting Dept. **Utilities**

Pre-Solicitation Meeting:	
Type:	No meeting scheduled at this time
Date/Time:	N/A
Location:	N/A

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

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

CMR220451BJB – CMAR Southeast Advanced Water Reclamation Facility

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 Wednesday, April 05, 2023

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.

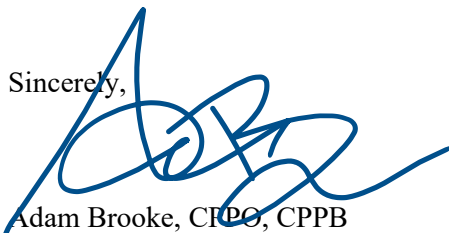
The Scope of Services for this RFP is available from www.leegov.com/procurement. Vendors who obtain scope of services from sources other than www.Leegov.com/procurement are cautioned that the solicitation package may be incomplete. The County's official bidders list, addendum(s) and information must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

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.

Brian Boehs bboehs@LeeGov.com

Sincerely,



Adam Brooke, CIPPO, CPPB
Procurement Manager

*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. Lee County Procurement Management Department Ordinance 22-06
 - 2.1.2. Special Conditions and Supplemental Instructions
 - 2.1.3. Detailed Scope of Work
 - 2.1.4. 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 22-06
 - 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. 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.
- 11.2. 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.
- 11.3. **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.
- 11.4. A Vendor that assisted in preparing and/or writing a scope of work and/or specifications may not submit a bid or proposal for County consideration on that project.

12. ANTI-LOBBYING CLAUSE (Cone of Silence)

- 12.1. 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. ANTITRUST VIOLATION

- 13.1. A person or an affiliate who has been placed on the antitrust violator vendor list, available at [Antitrust Violator Vendor List / Vendor Registration and Vendor Lists / State Agency Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS \(myflorida.com\)](#), following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to Lee County; may not submit a bid, proposal, or reply for a new contract with Lee County for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to Lee County; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with Lee County; and may not transact new business with Lee County.

14. DRUG FREE WORKPLACE

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

15. FLORIDA CERTIFIED ENTERPRISES

- 15.1. The County encourages the use of Florida Certified Enterprises such as such as Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms.
- 15.2. 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.

16. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

- 16.1. The Proposer agrees to comply with 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.
- 16.2. 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.
- 16.3. The Proposer will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The Proposer will take such actions in respect to any sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.
- 16.4. An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at <http://www.dms.myflorida.com>) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

17. SUB-PROPOSER/CONSULTANT

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

18. RFP - PROJECT GUIDELINES

- 18.1. 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:
 - 18.1.1. No amount of work is guaranteed upon the execution of an agreement/contract.
 - 18.1.2. 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.
 - 18.1.3. 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.
 - 18.1.4. 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.
 - 18.1.5. Lee County reserves the right to add or delete, at any time, and or all tasks or services associated with this agreement.
 - 18.1.6. 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.
 - 18.1.7. 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. Background checks must be conducted prior to commencement of said project(s).

19. RFP – EVALUATION

19.1. **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”).

19.2. **Evaluation Meeting(s):**

- 19.2.1. The first evaluation will rank Proposers based on the scores from the selection criteria point values.
- 19.2.2. Following the initial evaluation process, the short-listed proposer(s) may be required to provide an on-site interview/presentation.
- 19.2.3. 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.
- 19.2.4. Proposed short-list and final selection meeting dates are posted on the Procurement Management web page: www.leegov.com/procurement (Projects, Award Pending.)

20. RFP – SELECTION PROCEDURE

- 20.1. 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
- 20.2. Agreement/Contract fees will be negotiated in accordance with Section 287.055 FL §.
- 20.3. The recommendation to award, negotiated rates and agreement/contract(s) will be submitted to the Board of County Commissioners for approval.
- 20.4. If a satisfactory agreement/contract(s) cannot be negotiated, in a reasonable amount of time, the County, in its sole discretion, may terminate negotiations with the selected Proposer(s) and begin agreement/contract negotiations with the next finalist.
- 20.5. The Procurement Management Director reserves the right to exercise their discretion to:
 - 20.5.1. Make award(s) to one or multiple Proposers.
 - 20.5.2. Waive minor informalities in any response;
 - 20.5.3. Reject any and all proposals with or without cause;
 - 20.5.4. Accept the response that in its judgment will be in the best interest of Lee County.

21. RFP – TIEBREAKER

- 21.1. 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.
 - 21.1.1. Step 1: The proposer that has the highest number of 1st place rankings shall be deemed the first ranked proposer. In the event a tie still exists the proposer with the highest number of 2nd, place rankings shall be the first ranked proposer. Should a tie still remain the method used above will continue with each ranking level, 3rd, then 4th, then 5th, etc. rank, will be counted until the tie is broken.

- 21.1.2. 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.
 - 21.1.3. 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.
 - 21.1.4. Step 4: At the conclusion of steps 1, 2, 3, if all are equal, the 1st place proposer shall be determined by the flip of a coin.
 - 21.2. When the tiebreaker is determined the highest ranked Proposer shall be awarded the contract or receive the first opportunity to negotiate, as applicable.
 - 21.3. If an award or negotiation is unsuccessful with the highest ranked Proposer, award or negotiations may commence with the next highest ranked Proposer.
22. RFP – EVALUATION/ SELECTION COMMITTEE
- 22.1. 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.
 - 22.2. 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.
 - 22.3. The County reserves the right, where allowable and applicable, to begin negotiations with the top ranked firm(s) without hosting interviews/presentations.
23. WITHDRAWAL OF PROPOSAL
- 23.1. 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.
 - 23.2. A Proposer may withdraw a proposal any time prior to the opening of the solicitation.
 - 23.3. 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:
 - 23.3.1. The Proposer acted in good faith in submitting the proposal,
 - 23.3.2. 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,
 - 23.3.3. The mistake was not the result of gross negligence or willful inattention by the Proposer; and
 - 23.3.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally awarded the contract/agreement.
24. PROTEST RIGHTS
- 24.1. 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.
 - 24.2. Notice of Intended Decision is posted on the Lee County Department of Procurement Management website (www.leegov.com/procurement). Bidders are solely responsible to check for information regarding the Solicitation.
 - 24.3. Refer to the “Procurement Protest” section of the Lee County Procurement Ordinance 22-06 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.
 - 24.4. 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.

- 24.4.1. The notice shall clearly indicate all grounds being claimed for the protest.
- 24.4.2. 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.
- 24.5. 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.
- 24.6. **Failure to follow the protest procedures requirement within the time frames as prescribed herein and in the Lee County Procurement Ordinance 22-06 shall constitute a waiver of the right to protest and shall bar any resulting claims.**

25. AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES

- 25.1. 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.

26. CONTRACT ADMINISTRATION

26.1. **Designated Contact:**

- 26.1.1. 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.
- 26.1.2. 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.

26.2. **RFP – Term:**

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

26.3. **RFP – Basis of Award:**

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

26.4. **Agreement/Contract:**

- 26.4.1. 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>.
- 26.4.2. Agreement/Contracts may have more than one department participating. Each participant will issue its individual purchase order and will be billed separately.

26.5. **Records:**

- 26.5.1. 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.
- 26.5.2. 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:
 - 26.5.2.1. Keep and maintain public records required by the County to perform the service.
 - 26.5.2.2. 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.
 - 26.5.2.3. 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.

26.5.2.4. 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.

26.5.3. **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 or Visit <http://www.leegov.com/publicrecords>.**

26.5.4. **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.

26.6. **Termination:**

26.6.1. 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.

26.6.2. 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 22-06.

26.6.3. 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.

26.6.4. The County reserves the right to terminate award or contract following any of the below for goods or services over \$1,000,000:

26.6.4.1. Contractor is found to have submitted a false certification as provided under FL § 287.135 (5);

26.6.4.2. 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;

26.6.4.3. Contractor has engaged in business operations in Cuba or Syria;

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

27. WAIVER OF CLAIMS

- 27.1. 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.
28. LEE COUNTY PAYMENT PROCEDURES
- 28.1. All vendors are requested to mail an original invoice to:
Lee County Finance Department
Post Office Box 2238
Fort Myers, FL 33902-2238
- 28.2. All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specification portion of this project.
- 28.3. 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.
- 28.4. 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.
29. SAFETY DATA SHEETS (SDS) (if applicable)
- 29.1. 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.
30. DEBRIS DISPOSAL (if applicable)
- 30.1. 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.
31. SHIPPING (if applicable)
- 31.1. 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.
- 31.2. 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.
32. LOCAL VENDOR PREFERENCE
- 32.1. The Procurement Management Department will adhere to the Lee County Ordinance No. 22-06 and as may be amended from time to time (the County's "Local Vendor Preference"). It shall be at the discretion of the County Manager or Designee whether to apply Local Vendor Preference to any particular Solicitation.
- 32.2. The County's Local Vendor Preference, as it relates to Bidding preferences for local Vendors, is not applicable to Solicitations or Contracts when Commodities and/or Services may be provided in the event of an Emergency.
- 32.3. The County's Local Vendor Preference shall not apply in any procurement for Commodities or Services if the use of the Local Vendor Preference is prohibited by the terms of a grant or funding agreement or other prevailing law or policy.

33. INSURANCE (AS APPLICABLE)

- 33.1. 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.
- 33.2. Insurance carriers providing coverage required herein shall be licensed to conduct business in the State of Florida and shall possess a current A.M. Best's Financial Strength Rating of "B or better."

End of Terms and Conditions Section

INSURANCE REQUIREMENTS



Lee County Insurance Requirements

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

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:
 - \$1,000,000 per occurrence
 - \$2,000,000 general aggregate
 - \$1,000,000 products and completed operations
 - \$1,000,000 personal and advertising injury
- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:
 - \$1,000,000 combined single limit (CSL); or
 - \$500,000 bodily injury per person
 - \$1,000,000 bodily injury per accident
 - \$500,000 property damage per accident
- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:
 - \$500,000 per accident
 - \$500,000 disease limit
 - \$500,000 disease – policy limit

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



<h2 style="text-align: center;">Lee County Insurance Requirements</h2>
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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. **Under the Description of Operations, the following must read as listed:**

“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are automatic additional insureds and includes an automatic waiver of subrogation with regard to general liability. The certificate holder is an additional insured on a primary and noncontributory basis with regards to general liability.”

- b. **The certificate holder must read as follows:**

Lee County, a political subdivision and Charter County of the State of Florida
P.O. Box 398
Fort Myers, Florida 33902

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 ensure that all subcontractors comply with all insurance requirements.

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. Pre-Construction phase: (After final CMAR selection) From BoCC approval of Pre-Construction fee to finalize Scope Packages & GMP: approx. 730 days.

Construction Phase: From the Notice to Proceed (after GMP approved by BoCC) or the Purchase Order date, whichever applies: 1095 calendar days to final completion.

- 1.2. 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 **three (3) YEARS** from the commencement date of the Notice to Proceed. The Agreement is to remain in effect for one year following the final completion of construction work associated with this solicitation and Agreement package.

2. BOND/SURETY (CONSTRUCTION)

- 2.1. Bonding/Surety is required in accordance with the Lee County Procurement Management Department Ordinance 22-06.

2.2. Letter of Bondability

2.2.1. This Solicitation does not require a Bid Bond; however, the Construction Manager is requested to submit with their Proposal a Letter of Bondability from their Surety Company showing their bonding capacity. Any issuer of a Letter of Bondability must be licensed to transact a fidelity and surety business in the State of Florida, with an A.M. Best rating of B or better. If the surety agent is named on the Surety's Power of Attorney as a true and lawful Attorney-in-Fact to make, execute, seal, and deliver said letter then a letter from the surety's agent will be allowed as long as a copy of the Surety's Power of Attorney documenting said appointment is included with the Letter of Bondability. The County reserves the right to request Letter of Bondability, clarifications to letter, or revisions to such as part of Due Diligence process should such be necessary. Acceptable Letter of Bondability must be received prior to Notice of Intended Decision posted by the County.

2.3. Payment and Performance Bond

2.3.1. In accordance with F.S. 255.05 and Lee County Procurement Management Ordinance 22-06, 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.

2.3.2. 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.

2.3.3. A Clean Irrevocable Letter of Credit or Cash Bond may be accepted by the County in lieu of the Public Payment and Performance Bond.

- 2.4. Only Lee County form(s) may be accepted. Forms are available at <https://www.lee.gov/procurement/forms>.
- 2.5. Personal Checks are not acceptable to Lee County as a Bid Security.
- 2.6. 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 shall 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 shall 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.

4.4.1. Commercial Building Permit, MEP’s Dewatering, Fire, SWPPP/NOI and other permits necessary to successfully construct and complete the project.

4.5. Permit fees paid by the Construction Manager shall be included in the GMP and invoiced at cost, no mark-up.

5. LOCAL PREFERENCE

5.1. The Lee County Local Vendor Preference shall be included as part of the evaluation process for this project. As such, Lee County at its sole discretion may choose to award a preference to any qualified Local Vendor.

6. SCHEDULE

6.1. It is anticipated that the issuance of 30% design by the Consultant will coincide with the contracting of the CMAR for this project. Attached to this solicitation is the latest project schedule dated 2/15/2023

End of Special Conditions

DETAILED SPECIFICATIONS

1. GENERAL SCOPE OF PROJECT

1.1. The Lee County Board of County Commissioners seeks to contract with a qualified Construction Manager at Risk (CM) for the construction of an advanced water reclamation facility (AWRF) capable of treating 6 million gallons per day (MGD) of wastewater. The underground infrastructure being built will allow for a facile expansion of the AWRF from an initial 6MGD to a maximum buildout of 10MGD. The AWRF will provide a conventional advanced treatment process consisting of the following major units:

- Equalization tank;
- Headworks with bar screens and grit removal system;
- Splitter box;
- Oxidation ditches (5 Stage Bardenpho);
- Clarifiers;
- Deep bed gravity filters;
- Contact chambers;
- Clearwell;
- Conventional reuse system, consisting of a storage tank and booster pump station that will convey reuse to existing and new reuse customers or other offsite beneficial use consisting of an Indirect Potable Reuse (IPR) system;
- Reject system consisting of a ground storage tank;
- Alternative reuse system, , or both, to be determined during design;
- Deep Injection Well (DIW) system;
- Digesters;
- Sludge holding and dewatering system;
- Supporting chemical systems;
- Supporting odor control systems;
- Other miscellaneous systems such as storm water, electrical, SCADA, back-up power generators, etc.
- Main process building housing AWRF's electrical room, server room, control room, break room, locker room, administrative offices, and storeroom for spare parts & separate maintenance repair shop.

1.2. Location Information

1.2.1. The Location of the property is as follows:

Lee County Utilities Southeast AWRF
18940 Green Meadows Road
Fort Myers, Florida 33913

STRAP No.: 04-46-26-00-00001.1010
STRAP No.: 04-46-26-00-00001.0010

2. PROJECT OBJECTIVE

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

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

- 2.1.1.1. To develop an optimum, minimum risk, and buildable design for the Project(s);
 - 2.1.1.2. To review and evaluate throughout this phase the design, as necessary, for constructability;
 - 2.1.1.3. Value engineering, as necessary, of the construction documents to insure that the cost to construct will be achieved within the available construction budget; and
 - 2.1.1.4. Develop Guaranteed Maximum Price based on the final permitted construction documents and specifications.
- 2.1.2. During the Construction Phase, the CM shall:
- 2.1.2.1. Successfully complete the Project in accordance with the Construction Contract Documents and within the Guaranteed Maximum Price (GMP);
 - 2.1.2.2. Provide and maintain adequate staff to oversee and manage the construction throughout the construction phase of this project, providing a construction team for the site (at a minimum: Project Manager, Superintendent);
 - 2.1.2.3. Successfully complete the construction within the approved construction schedule;
 - 2.1.2.4. Comply with the CM contract documents and its general conditions;
 - 2.1.2.5. Obtain necessary permits, the selection and subcontracting of companies/contractors for goods and services that bring quality, economic benefits, and value engineering to the County.

3. PHASES

3.1. This project will consist of two phases:

- 3.1.1. Pre-Construction Phase
- 3.1.2. Construction Phase

4. PRE-CONSTRUCTION PHASE

- 4.1. **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.
- 4.2. **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 is not limited to:
- 4.2.1. Consulting with, advising, assisting, and making recommendations to the County and the DP.

- 4.2.2. 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.
- 4.2.3. Cost estimating at 30%, 60%, 90%, 100% and Final Design.
- 4.2.4. Conduct constructability review workshops with the DP at each cost estimating interval identified above.
- 4.2.5. Projected costs; developing, reviewing, and refining the Project's budget estimates based on the County's program and other available information.
- 4.2.6. 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.
- 4.2.7. Determine composition of and prepare construction bid packages.
 - 4.2.7.1. Develop phased scopes for the bidding process, to maximize work to be completed in the times allotted.
 - 4.2.7.2. Conduct bidding of specialized commodity materials.
 - 4.2.7.3. Conduct equipment bidding with qualified equipment manufacturers.
 - 4.2.7.4. Conduct pre-bid meeting(s) with potential sub-contractors prior to bidding.
- 4.2.8. Soliciting the interest of capable sub-contractors, by taking, analyzing, awarding and contracting the bids received.
- 4.2.9. Preparing and maintaining a work break down structure (WBS), and a progress schedule during the Pre-construction Phase of the project and the preparation of a proposed master construction schedule.
- 4.3. The following milestones shall be completed in the Pre-construction Phase before the Project can progress to the Construction Phase.
 - 4.3.1. The CM and County shall agree on a Guaranteed Maximum Price (GMP.)
 - 4.3.2. The CM and County shall execute the Construction Contract with all attachments and exhibits.
- 4.4. The CM shall not commence construction activities during the Pre-construction Phase.
- 4.5. 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.

5. CONSTRUCTION PHASE

- 5.1. **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).
 - 5.1.1. Services provided by the CM during the Construction Phase of the Project shall include, but not be limited to:

- 5.1.1.1. Maintaining competent supervisory staff to manage and provide all aspects of construction project administration by coordinating and providing general direction of the work and progress of the sub-contractors on the Project.
- 5.1.1.2. Directing the work as it is being performed for general conformance with working drawings and specifications.
- 5.1.1.3. Provide permit support on permits applied for by the DP, to include ERP, Lee County Development Order, Monitoring Wells, Dewatering, etc.
- 5.1.1.4. Permit support to Sub-Contractors on trade permits.
- 5.1.1.5. Establish and implement procedures for the coordination among the CM, County, Design Professional, and sub-contractors with respect to all aspects of the Project.
- 5.1.1.6. Maintain a record of local hires and hours worked as requested by the County.
- 5.1.1.7. Maintain job site records and producing appropriate progress reports.
- 5.1.1.8. Implement a labor policy in conformance with the requirements of the County.
- 5.1.1.9. Review and provide recommendations regarding the safety and equal opportunity programs of each sub-contractor for conformance with the County's policies.
- 5.1.1.10. 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.
- 5.1.1.11. Make recommendations, process, and maintain records of requests for changes in the work through change orders.
- 5.1.1.12. Schedule and conduct regularly scheduled and non-scheduled job related meetings to ensure orderly progress of the work. Provide meeting minutes for each meeting.
- 5.1.1.13. 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.
- 5.1.1.14. Establish and maintain a cost control system.
- 5.1.1.15. Conduct meetings to review costs.
- 5.1.1.16. Update the master schedule monthly.
 - 5.1.1.16.1. Prepare and maintain two week and six week look ahead generated from the master schedule.
- 5.1.1.17. Support and aid the County in direct material purchases of equipment and materials.
- 5.1.1.18. Provide QA/QC services and assist the DP with their inspection services.
- 5.1.1.19. Coordinate all compliance inspections.
- 5.1.1.20. When necessary self-perform construction, as specified.

5.1.1.21. Support the County's Construction Engineering Inspector (CEI).

5.1.1.22. Provide startup services of equipment, facilities, and processes.

6. GUARANTEED MAXIMUM PRICE AND GMP SCHEDULE

- 6.1. 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.
- 6.2. 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.
- 6.3. 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.
- 6.4. 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.

7. NEGOTIATED ITEMS

- 7.1. Any item not outlined in the CM Scope of Services may be subject to negotiations between the County and the CM.
- 7.2. 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.
- 7.3. 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.
- 7.4. 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.

8. CONSTRUCTION MANAGER AT RISK REQUIREMENTS

- 8.1. 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.

- 8.2. 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.
- 8.3. The CM will comply with all County, County, State, and Federal regulations, ordinances, and laws as they apply to this Project.
- 8.4. Ancillary Technical Services: The County may request that the CM perform Ancillary Technical Services that shall include, but not be limited to:
 - 8.4.1. Geo-technical, soil investigation, material, and acceptance testing, and/or subsurface investigation services;
 - 8.4.2. Land Surveying; and
 - 8.4.3. Other testing and consultant services that are determined by the County to be required for the Project.
- 8.5. 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.
 - 8.5.1. 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.
 - 8.5.2. 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.
- 8.6. CM shall have experience with CM concepts and/or valued engineering concepts.

End of Detailed Specifications

SUPPLEMENTAL INFORMATION

The County is providing additional documentation that allows the CM to capture the complexity of this project. Relevant information is provided as follows:

- Attachment 1 – Lee County SEAWRF Draft PDR
- Attachment 2 – 6 to 10 MGD Advanced WRF Conceptual Site Plan

End of Supplemental Information

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 CMAR Number & Name
- Firm's Name & Address
- Firm's Contact Person & Information (phone 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: Experience in Constructing WWTP/WRF's

- Provide a description of your firm's experience, and underlying philosophy in providing construction management services for Advanced Water Reclamation Facilities (AWRF's), Water Treatment Plants (WTPs) and/or Water Reclamation Facilities (WRFs).
- Provide details of a maximum of three (3) WWTP, WRF and/or WTP projects that have been completed by your firm.
 - It is preferred that the projects being submitted were completed under the following conditions:
 - All three (3) projects have been completed in the past ten (10) years;

- Each project had a minimum construction value of \$25,000,000;
 - Two (2) of the projects were either a WWTP and/or a WRF;
 - One (1) of the projects was constructed in the State of Florida; and
 - At least two (2) of the three (3) projects submitted were constructed using either Construction Management (CM), Construction Management at Risk (CMAR), or Design-Build (DB) methods. CMAR experience is preferred.
- Describe the best practices your team has in place that will assist in the construction of this project.
 - Provide a brief summary of experience with direct material purchase for governmental clients.
 - Include details describing your firm’s experience in self-performing construction related to WWTP, AWRP and/or WTP.
 - Provide a statement of understanding that your firm recognizes 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 2: Experience with Site Development Projects

- Provide details of a maximum of three (3) projects similar in scope that required site development with other municipal clients.
 - It is preferred that the projects being submitted were completed under the following conditions:
 - All three (3) projects have been completed in the past ten (10) years;
 - Two (2) of the projects was constructed in the State of Florida; and
 - At least two (2) of the three (3) projects submitted were constructed using either Construction Management (CM), Construction Management at Risk (CMAR), or Design-Build (DB) methods. CMAR experience is preferred.
- Provide a statement of understanding that your firm recognizes 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: Staff and Personnel

- Provide an organizational chart inclusive of the firm’s specific project management team, to include all staff members that will be connected to this project; specifically, project manager(s), superintendent(s), and cost estimator(s), etc.
 - Specifically, it is preferred that staff assigned to this project have a minimum of five (5) years’ experience with similar projects, such as WWTP/WRF, WTP, deep injection wells (DIW), treatment plant accessory buildings, and site development.
- Provide the following summaries/resumes:

- ❖ It is desired that the Project Manager(s) assigned to this project has previous experience in completing two (2) successful construction projects using CM, CMAR and/or Design-Build methods. Demonstrate your Project Manager’s previous experience, to include education, credentials, number of years in present position and number of years employed by your organization.
 - ❖ It is desired that the Lead Superintendent(s) assigned to this project has previous experience in completing one (1) successful construction project using CM, CMAR and/or Design-Build methods. Demonstrate your Lead Superintendent’s previous experience, to include education, credentials, number of years in present position and number of years employed by your organization.
 - ❖ It is desired that the Lead Cost Estimator have experience with similar projects. Demonstrate your Lead Cost Estimator’s previous experience, to include education, credentials, number of years in present position and number of years employed by your organization.
- Firm must identify staff member that will serve as Project Director that shall be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating, and administering all aspects of the services to be provided and performed.
 - Provide a statement acknowledging your firm’s understanding that the project management team/key team members assigned to the Lee County contract, as described above, shall not be substituted without the expressed permission of Lee County.

Resumes are not included within page restrictions but should be limited to one (1) page per person.
Firms are encouraged to submit valid copies of MBE, WBE, DBE, VBE or similar certifications for adequate committee consideration

TAB 4: Safety Record

- Provide your agency’s accident frequency rate for each of the past three (3) years.
- Provide your firms incident rate for each of the past three (3) years.
- Provide your company’s Experience Modifier Rate (EMR) for the past three (3) years. EMR’s below 0.75 will be given preferential consideration.
- Provide a listing of citations levied against your company from OSHA inspections 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 5: Budget Compliance

- Describe your teams approach to open book GMP’s.
- Adhering to the agreed upon GMP in the face of construction delays, price escalation, errors and omissions is important. Provide your teams approach for resolution of these items. Consideration will not be given if the answer to this question is your firm never has delays, errors, and omissions. The intent here is to examine the “what-if” scenario.

TAB 6: Communication

- As is with all projects but is especially true for large projects with diverse construction efforts, communication is the key to success. Describe your team’s method of maintaining open lines of communication with all parties involved.

** Note: Lee County will be employing the EADOC’s Project Management software for this project. CMAR will be required to learn and use this software. (Use of EADOC’s for this project needs to be pre-approved by CAI)**

TAB 7: Local Vendor Preference

- If applicable, provide documentation supporting your firm’s physical business address located within the boundaries of Lee County, Florida; having at least two (2) fulltime employees in Lee County; and a Local Business Tax Receipt issued by Lee County at least one year prior to solicitation opening.
 - All qualified local vendors will be awarded five (5) points out of a possible one hundred (100) point score.

TAB 8: Required Forms

- Forms 1- 8

2. SCORING CRITERIA & WEIGHT

CRITERIA / TAB	CRITERIA DESCRIPTION	MAX. POINTS AVAILABLE
1	EXPERIENCE CONSTRUCTING WWTP/WRF’S PROJECTS	30
2	EXPERIENCE WITH SITE DEVELOPMENT PROJECTS	10
3	STAFF AND PERSONNEL	30
4	SAFETY RECORD	10
5	BUDGET COMPLIANCE	5
6	COMMUNICATION	10
7	LOCAL VENDOR PREFERENCE	5
TOTAL POINTS		100

**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 28, 2023	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	Wednesday, April 5, 2023	Prior to 2:30 PM
First Committee Meeting & Discussion	Wednesday, April 19, 2023	TBD
Notify Shortlist Selection via e-mail (If applicable)	Wednesday, April 19, 2023	N/A
Final Scoring/Selection Meeting (If applicable)	Wednesday, May 3, 2023	TBD
Board Meeting	Tuesday, June 20, 2023	9:30 AM
<p>Additional notes on Submission Schedule:</p> <ul style="list-style-type: none"> • <i>Submission Schedule is provided as a guideline only and is subject to change at the discretion of Lee County authorized personnel.</i> • <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> • <i>Unless otherwise stated, location of all openings and meetings will take place at 2115 Second Street, 1st Floor, Fort Myers, FL 33901-Procurement Management.</i> 		

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 *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

6 *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.

7 *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.)



LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM

Date Submitted: Bid Due Date: 4/5/2023

SOLICITATION IDENTIFICATION: CMR220451BJB

SOLICITATION NAME: CMAR Southeast Advanced Water Reclamation Facility

COMPANY NAME:

NAME & TITLE: (TYPED OR PRINTED)

BUSINESS ADDRESS: (PHYSICAL)

CORPORATE OR MAILING ADDRESS:

[] SAME AS PHYSICAL

ADDRESS MUST MATCH SUNBIZ.ORG

E-MAIL ADDRESS:

PHONE NUMBER: FAX NUMBER:

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

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

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

Tax Payer Identification Number:

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

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

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

1 Collusion Statement: Lee County, 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.

<input type="checkbox"/> Business Relationship Applicable (request form)	<input type="checkbox"/> Business Relationship NOT Applicable		
Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) Proposer? If yes, please attach a current certificate.	<table border="1" style="width: 100%; height: 40px; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center; vertical-align: middle;">Yes</td> <td style="width: 50%; text-align: center; vertical-align: middle;">No</td> </tr> </table>	Yes	No
Yes	No		

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

Company Name <i>(Name printed or typed)</i>	<div style="border: 1px solid black; width: 100%; height: 60px; margin: 0 auto;"></div> (Affix Corporate Seal, if applicable)
Authorized Representative Name <i>(printed or typed)</i>	
Authorized Representative's Title <i>(printed or typed)</i>	Witnessed/Attested by: <i>(Witness/Secretary name and title printed or typed)</i>
Authorized Representative's Signature	Witness/Secretary Signature

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

Detail by Entity Name

Florida Profit Corporation

Bill's Widget Corporation

Filing Information

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

Principal Address

555 N Main Street
Your Town, USA 99999

Changed 02/11/2012

Verify either Principal or Mailing address is on Form 1

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 statutes. 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.

v01/03/2018



Lee County
Southwest Florida

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: **CMR220451BJB**

SOLICITATION NAME: **CMAR Southeast Advanced Water Reclamation Facility**

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)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

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

Reference 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: _____

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

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

You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.

Section 3		Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?		
2. Were any problems encountered with the company's work performance?		
3. Were any change orders or contract amendments issued, other than owner initiated?		
4. Was the job completed on time?		
5. Was the job completed within budget?		
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)		
7. If the opportunity were to present itself, would you rehire this company?		
8. Please provide any additional comments pertinent to this company and the work performed for you:		

Section 4 Please submit non-Lee County employees as references

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 complete 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.

TO BE DETERMINED AND COMPLETED AFTER AWARD

Form 5 - 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.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. (Please indicate which statement applies.)

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

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

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

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

(Signature)

(Date)

STATE OF _____
COUNTY OF _____

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)

(NOTARY PUBLIC)

My Commission Expires: _____

Form 7 - 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)

 Notary Public Signature

 Printed Name of Notary Public

 Notary Commission Number/Expiration

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

PROPOSAL DOCUMENTS • DO NOT OPEN	
SOLICITATION No.:	CMR220451BJB
SOLICITATION TITLE:	CMAR Southeast Advanced Water Reclamation Facility
DATE DUE:	Wednesday, April 5, 2023
TIME DUE:	Prior to: 2:30 PM
SUBMITTED BY:	_____ (Name of Company)
e-mail address	Telephone
DELIVER TO:	Lee County Procurement Management 2115 Second Street, 1 st 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