

Advertise Date: **03/17/2017** 

# Lee County Board of County Commissioners DIVISION OF PROCUREMENT MANAGEMENT

### Consultant Competitive Negotiation Act (CN) Request for Proposal

Solicitation No.: CN170189LKD

**Solicitation** Professional Services: Fiesta Village WWTP Sludge Dewatering System

Name: and Hypochlorite Storage Tank Improvements

Open Date/Time: 04/18/2017 Time: 2:30 PM

Location: Lee County Procurement Management

1500 Monroe Street 4th Floor

Fort Myers, FL 33901

**Procurement** 

Contact: Lori DeLoach, LKD Title Procurement Analyst

Phone: (239) 533-8881 Email: LDeLoach@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 <a href="https://www.leegov.com/procurement">www.leegov.com/procurement</a>



Notice to Contractor / Vendor / Proposer(s)
RFP#CN170189LKD Professional Services: Fiesta Village WWTP Sludge Dewatering System and
Hypochlorite Storage Tank Improvements

# REQUEST FOR PROPOSAL Consultant Competitive Negotiation Act (CN)

Lee County, Fort Myers, Florida, is requesting proposals from qualified individuals/firms for Professional Services: Fiesta Village WWTP Sludge Dewatering System and Hypochlorite Storage Tank Improvements

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

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

#### 2:30 PM, 04/18/2017

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

The solicitation documents are available from <a href="www.leegov.com/procurement">www.leegov.com/procurement</a>. Documents obtained from sources other than <a href="www.leegov.com/procurement">www.leegov.com/procurement</a> are available from available from are available from available from are available from avail

#### 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.

Lori DeLoach <u>LDeLoach@LeeGov.com</u>

Sincerely,

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

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

CN170189LKD Professional Services: Fiesta Village WWTP

Sludge Dewatering System and Hypochlorite Storage Tank Improvements

#### Terms and Conditions Request for Proposal

#### **Consultant Competitive Negotiation Act (CN)**

#### 1. DEFINTIONS

- 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. **\deltaidder/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 Division. Only bids or proposals received prior to the established date and time will be considered.
- 1.7. **Liquidated Damages**: Damages paid usually in the form of monetary payment, agreed by the parties to a contract which are due and payable as damages by the party who breaches all or part of the contract. May be applied on a daily basis for as long as the breach is in effect.
- 1.8. **Procurement Management**: shall mean the Director of Lee County's Procurement Management Department or designee.
- 1.9. **Responsible**: A vendor, business entity or individual who is fully capable to meet all of the requirements of the bid/proposal solicitation documents and subsequent contract. Must possess the full capability including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.
- 1.10. **Responsive**: A vendor, business entity or individual who has submitted a bid or request for proposal that fully conforms in all material respects to the bid/proposal solicitation documents and all of its requirements, including all form and substance.
- 1.11. **Solicitation**: An invitation to bid, a request for proposal, invitation to negotiate or any document used to obtain bids or proposals for the purpose of entering into a contract.

#### 2. ORDER OF PRECEDENCE

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

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

- 3.1. It shall be the responsibility of the proposer to assure compliance with all other federal, state, or county codes, rules, regulations or other requirements, as each may apply. Any involvement with the Lee County shall be in accordance with but not limited to:
  - 3.1.1. Lee County Procurement Policy Manual
  - 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, solicitation are exempt from public records request (s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution) until such time as the agency provides notice of a decision or intended decision (pursuant to s. 119.071(2)) or within 30 days after bid or proposal opening, whichever is earlier.

- 3.1.4. Florida Statute 337.168 Confidentiality of official estimates, identities of potential bidders, and bid analysis and monitoring.
- 3.1.5. 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. RFP – PREPARATION OF PROPOSAL

- 4.1. Proposals must be sealed in an envelope, and the outside of the envelope must be affixed with the label included in the forms section.
- 4.2. The envelope shall include:
  - 4.2.1. One (1) original hard copy of the proposal submittal, manually signed by an authorized representative.
  - 4.2.2. Six (6) electronic CD ROM or flash drive sets of the proposal submittal
    - 4.2.2.1. One single adobe PDF file and should be copied in the same order as the original hard copy.
      - 4.2.2.1.1. Notice: 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.
    - 4.2.2.2. Limit the color and number of images to avoid unmanageable file sizes.
    - 4.2.2.3. Use a rewritable CD or flash drive and **do not lock files**.

#### 4.3. Submission Format:

- 4.3.1. Required Forms: complete and return **all** required forms. If the form is not applicable, please return with "Not Applicable" or "N/A" in large letters across the form.
- 4.3.2. Execution of Proposal: All documents must be properly signed by corporate authorized representative, witnessed, and where applicable corporate and/or notary seals affixed. All proposals shall be typed or printed in ink. The proposer may not use erasable ink. All corrections made to the proposal shall be initialed.
- 4.3.3. Should not contain links to other Web pages.

#### 4.4. Preparation Cost:

4.4.1. The Proposer is solely responsible for any and all costs associated with responding to this solicitation. No reimbursement will be made for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any Proposer, as a result of this solicitation and subsequent evaluation process.

#### 5. RESPONSES RECEIVED LATE

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

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

- 6.1. **Responsive and Responsible**: Only proposals received from responsive and responsible proposers will be considered. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other necessary action, such as background checks, to determine ability to perform is satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicates an inability for the proposer to perform.
  - 6.1.1. Additional sources may be utilized to determine credit worthiness and ability to perform.

- 6.1.2. 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 background check. There may be fees associated with these procedures. These costs are the responsibility of the proposer or sub-proposer.
- 6.2. **Past Performance**: All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) Poor or unacceptable past performance may result in proposer disqualification.

#### 7. PRE-SOLICITATION CONFERENCE

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

#### 8. COUNTY INTERPRETATION/ADDENDUMS

- 8.1. Each proposer shall examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be made in writing and submitted at least eight (8) calendar days prior to the date when the proposal is due.
- 8.2. Response(s) will be in the form of an Addendum posted on <a href="www.leegov.com/procurement">www.leegov.com/procurement</a>. It is solely the proposer's responsibility to check the website for information. No notifications will be sent directly to proposers by Lee County Procurement Management Division associated with this solicitation.
- 8.3. All Addenda shall become part of the Contract Documents.
- 8.4. 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 Division is the only official method whereby interpretation, clarification or additional information can be given.

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

- 9.1. Proposer will guarantee their work without disclaimers, unless otherwise specifically approved by the County, for a minimum of twelve (12) months from final completion.
- 9.2. 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 warrantees will begin from the date of final completion.
- 9.3. Unless otherwise specifically provided in the specifications, the equipment must be warranteed 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.
- 9.4. 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.

#### 10. ADDITIONS, REVISONS AND DELETIONS

10.1. Additions, revisions, or deletions to the Terms and Conditions, Specifications, Bid Schedule, or other document provided by Lee County Procurement Management Division 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.

#### 11. CONFIDENTIALITY

- 11.1. 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.
- 11.2. 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.
- 11.3. Lee County <u>will not reveal engineering estimates or budget amounts for a project</u> 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.

#### 12. CONFLICT OF INTEREST

12.1. All proposers are hereby placed on formal notice that per Section 3 of Lee County Ordinance No. 92-22: The County is prohibited from solicitation of a professional services firm to perform project design and/or construction services if the firm has or had been retained to perform the project feasibility or study analysis.

And:

- 12.2. A professional services firm who has performed or participated in the project feasibility planning, study analysis, development of a program for future implementation or drafting of solicitation documents directly related to this County project, as the primary vendor/consulting team, cannot be selected or retained, as the primary consultant/vendor or named a member of the consulting/contracting team, to perform project design, engineering or construction services for subsequent phase(s) or scope of work for this project. Pursuant to FS. S287.057 (17) the firm will be deemed to have a prohibited conflict of interest that creates an unfair competitive advantage.
- 12.3. Should your proposal be found in violation of the above stated provisions; the County will consider this previous involvement in the project to be a conflict of interest, which will be cause for immediate disqualification of the proposal from consideration for this project.
- 12.4. **Business Relationship Disclosure Requirement**: The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statues. All proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the Lee County or any of its agencies. Further, all proposers must disclose the name of any County employee who owns directly or indirectly, an interest of five percent (5%) or more in the proposer's firm or any of its branches.

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

13.1. Following Florida Statute Section 287.057(23), Upon the issuance of the solicitation, prospective proposers or any agent, representative or person acting at the request of such proposer shall not have any contact, communicate with or discuss any matter relating in any way to the solicitation with any Commissioner, Evaluation Review Committee, agent or employee of the County other than the Procurement Management Director or their designee. This prohibition begins with the issuance of any solicitation, and ends upon execution of the final contract or when the solicitation has been cancelled. If it is determined that improper communications were conducted, the Proposer maybe declared non- responsible.

#### 14. DRUG FREE WORKPLACE

14.1. Lee County Board of County Commissioners encourages Drug Free Workplace programs as defined in accordance with Section 287.087, FL §.

#### 15. DISADVANTAGED BUSINESS ENTERPRISE (DBE's)

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

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

- 16.1. The proposer agrees to comply, in accordance with Florida Statute 287.134, 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of 2008 (ADAAA) that furnishing goods or services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- 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 <u>State of Florida's Discriminatory Vendor List</u> (This list may be viewed by going to the Department of Management Services website at <a href="http://www.dms.myflorida.com">http://www.dms.myflorida.com</a>) 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, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

#### 17. PROPOSER/SUB-PROPOSER/CONSULTANT/CONTRACTOR RELATIONSHIP

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

#### 18. SUB-PROPOSER/CONSULTANT

18.1. The use of sub-proposer/consultant under this solicitation is not allowed without prior written authorization from the County representative.

#### 19. RFP - PROJECT GUIDELINES

- 19.1. The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and or Requirements which shall service as a guide to the proposer(s) in conforming the professional services and work to provide pursuant to this Agreement/Contract:
  - 19.1.1. No amount of work is guaranteed upon the execution of an agreement/contract.
  - 19.1.2. Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the agreement/contract period.

- 19.1.3. This contract does not entitle any firm to exclusive rights to County agreements/contracts. The County reserves the right to perform any and all available required work in-house or by any other means it so desires.
- 19.1.4. In reference to vehicle travel, mileage and man-hours spent in travel time, is considered incidental to the work and not an extra compensable expense.
- 19.1.5. Lee County reserves the right to add or delete, at any time, and or all tasks or services associated with this agreement.
- 19.1.6. Any Single Large Project: The County, in its sole discretion, reserves the right to separately solicit any project that is outside the scope of this solicitation, whether through size, complexity or the dollar value.

#### 20. RFP – EVALUATION

- 20.1. **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. 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").
  - 20.1.1. Each Ranking is derived by the individual committee member's scores being totaled and then ranked with the highest "score" being "ranked" first with each following in the same manner. For example: a score of 100 would rank 1, a score of 75 would rank 2, and continue until all proposals have been ranked.
  - 20.1.2. Upon completion of this method for each individual committee member the individual rankings are then totaled for an "Over-all Ranking." During the Over-all Ranking process, the lowest total would be deemed the highest ranked (1). Example: Proposer A individual rankings totaled 5 and Proposer B individual rankings totaled 7 making "Over-all Ranking" order as Proposer A ranked 1, Proposer B ranked 2.
  - 20.1.3. In the event of a tie, please refer to the tiebreaker section of this solicitation.)

#### 20.2. **Evaluation Meeting(s)**:

- 20.2.1. Evaluation 1: The first evaluation will rank Proposers based on the scores from the selection criteria point values.
- 20.2.2. Evaluation 2: Following the initial evaluation process, the short-listed Proposer(s) will be required to provide an interview/presentation.
  - 20.2.2.1. Such subsequent evaluations will be accomplished by simply ranking the Proposers. Proposers will be ranked in sequential order with one (1) being the highest ranking. Proposers' rankings will then be totaled with the total lowest scores receiving final rank order starting with one (1) the highest ranking.
- 20.2.3. Proposed short-list and final selection meeting dates are posted on the Procurement Management web page: www.leegov.com/procurement (Projects, Award Pending.)

#### 21. RFP – SELECTION PROCEDURE

- 21.1. The selection will be made in accordance with Lee County Procurement Policy and Chapter 287.055 FL § for Professional Services Contracts. Some of all of the responding proposer(s) may be requested to provide interviews and/or presentations of their proposal, for the ranking process
- 21.2. Agreement/Contract fees will be negotiated in accordance with Section 287.055 FL § .
- 21.3. The recommendation to award, negotiated rates and agreement/contract(s) will be submitted to the Board of County Commissioners for approval.
- 21.4. 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.
- 21.5. The Procurement Management Director reserves the right to exercise their discretion to:
  - 21.5.1. Make award(s) to one or multiple proposers.
  - 21.5.2. Waive minor informalities in any response;

- 21.5.3. Reject any and all proposals with or without cause;
- 21.5.4. Accept the response that in its judgment will be in the best interest of Lee County.

#### 22. RFP – TIEBREAKER

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

#### 23. RFP – EVALUATION/ SELECTION COMMITTEE

- 23.1. The selection shall be by a Selection Committee consisting of five (5) staff representatives, as a minimum, from the appropriate County Departments as approved by the Procurement Management Director or designee.
- 23.2. The Selection Committee will receive and review written proposals in response to this Request for Proposal (RFP). Responses will be evaluated against a set of criteria to determine those Proposers/Firms most qualified and suited for this project, resulting in a short-list of at least three (3) Proposers/Firms to be interviewed.

#### 24. WITHDRAWL OF PROPOSAL

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

#### 25. PROTEST RIGHTS

25.1. Any proposer that has submitted a formal response to Lee County, and who is adversely affected by an intended decision with respect to the award, has the right to protest an intended decision posted by the County as part of the solicitation process.

- 25.2. "Decisions" are posted on the Lee County Procurement Management Division website. Proposers are solely responsible to check for information regarding the solicitation. (www.leegov.com/procurement)
- 25.3. Refer to the "Bid/Proposal Protest Procedure" section of the Lee County "Contracts Manual" for the complete protest process and requirements. The Manual is posted on the Lee County website or you may contact the Procurement Management Director.
- 25.4. In order to preserve your right to protest, you must file a written "Notice Of Intent To File A Protest" with the Lee County Procurement Management Director by 4:00 PM on the 3<sup>rd</sup> working day after the decision affecting your rights is posted on the Lee County website.
  - 25.4.1. The notice must clearly state the basis ad reasons for the protest.
  - 25.4.2. The notice must be physically received by the Procurement Management Director with in the required time frame. No additional time is granted for mailing.
- 25.5. To secure your right to protest you will also be required to post a "Protest Bond" and file a written "Formal Protest" document within 10 calendar days after the date of "Notice of Intent to File a Protest" is received by the Procurement Management Director.
- 25.6. Failure to follow the protest procedures requirement within the timeframes as prescribed herein and established by the Lee County Board of County Commissioners, Florida, shall constitute a waiver of your protest and any resulting claims.

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

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

#### 27. CONTRACT ADMINISTRATION

#### 27.1. **Designated Contact:**

- 27.1.1. The awarded proposer shall appoint a person(s) to act as a primary contact for all County departments. This person or back-up shall be readily available during normal working hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.
- 27.1.2. Lee County requires that the awarded proposer to provide the name of a contact person(s) and phone number(s) which will afford Lee County access 24 hours per day, 365 days per year, of this service in the event of major breakdowns or natural disasters.

#### 27.2. **RFP – Term:**

- 27.2.1. Unless otherwise stated in the scope of work, specifications, or special conditions the default contract term shall be one (1) year with three (3), one (1) year renewals for a total of four (4) years upon mutual agreement of both parties.
- **27.2.2.** The County reserves the right to renew this contract, or any portion thereof, and to negotiate pricing as a condition for each.
- **27.2.3.** The County's performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.

#### 27.3. **RFP – Basis of Award:**

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

#### 27.4. **Agreements/Contracts:**

- 27.4.1. The awarded proposer will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at <a href="http://www.leegov.com/procurement/forms">http://www.leegov.com/procurement/forms</a>.
- 27.4.2. Agreement/Contracts may have more than one department participating. Each participant will issue its individual purchase order and will be billed separately.

#### **27.5. Records:**

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

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

  Awarded Bidder/Proposer(s) are hereby informed of their requirement to comply with FL §119 specifically to:
  - 27.5.2.1. Keep and maintain public records required by the County to perform the service.
  - 27.5.2.2. 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
  - 27.5.2.3. 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.
  - 27.5.2.4. 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.
  - 27.5.3. Public Record: IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, http://www.leegov.com/publicrecords.
  - 27.5.4. Ownership: It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications and all data prepared or obtained by the successful proposer in connection with its services hereunder, include all documents bearing the professional seal of the successful proposer, and shall be delivered to and become the property of Lee County, prior to final payment to the successful proposer or the termination of the agreement. This includes any electronic versions, such as CAD or other computer aided drafting programs.

#### 27.6. **Termination:**

- 27.6.1. Any agreement as a result of this solicitation may be terminated by either party giving **thirty (30)** calendar days' advance written notice. The County reserves the right to accept or not accept a termination notice submitted by the proposer, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.
- 27.6.2. The Procurement Management Director may immediately terminate any agreement as a result of this solicitation for emergency purposes, as defined by the Lee County Purchasing and Payment Procedures Manual (Purchasing Manual), (also known as Appendix "D", "AC-4-1.pdf".)
- 27.6.3. Any proposer who has voluntarily withdrawn from a solicitation without the County's mutual consent during the contract period shall be barred from further County procurement for a **period of 180 days**. The vendor may apply to the Board for a waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by the Procurement Management Department.
- 27.6.4. The County reserves the right to terminate award or contract following any of the below for goods or services over \$1,000,000:

- 27.6.4.1. Contractor is found to have submitted a false certification as provided under FL § 287.135 (5):
- 27.6.4.2. 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;
- 27.6.4.3. Contractor has engaged in business operations in Cuba or Syria;
- 27.6.4.4. Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel beginning October 1, 2016.

#### 28. WAIVER OF CLAIMS

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

#### 29. LEE COUNTY PAYMENT PROCEDURES

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

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

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

#### 30. MATERIAL SAFETY DATA SHEETS (MSDS OR SDS) (if applicable)

30.1. 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.

#### 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 proposer's 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. INSURANCE (AS APPLICABLE)

32.1. 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.

32.2. **Insurance Guide:** 

#### **Major Insurance Requirements**

With Professional Liability



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

**a.** <u>Commercial General Liability</u> - 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.** <u>Business Auto Liability</u> - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

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

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

\$500,000 per accident

\$500,000 disease limit

\$500,000 disease – policy limit

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

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

\*The required minimum limit of liability shown in a; b; c; may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form

Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

#### **Verification of Coverage:**

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

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

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

#### **Special Requirements:**

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

End of Section

#### 1. SPECIAL CONDITIONS

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

None at this time.

**End of Special Conditions** 

# LEE COUNTY, FLORIDA DETAILED SPECIFICATIONS/SCOPE OF WORK FOR

#### CN170189LKD

# Consultant Competitive Negotiation Act (CN) Request for Proposal for

Professional Services: Fiesta Village WWTP Sludge Dewatering System and Hypochlorite Storage Tank Improvements

#### GENERAL SCOPE OF WORK

1.1. LEE COUNTY has established the following guidelines, objectives, constraints, schedule, and other requirements which shall serve as a guide to the CONSULTANT in performing professional services.

#### 2. PROJECT OBJECTIVE

2.1. To provide design, permitting, and construction observation services for Fiesta Village WWTP Sludge Dewatering System, Hypochlorite Storage Tanks, New Canopy over the sludge dewatering area, and removal and relocation of the existing Canopy. Awarded Consultant will also combine the design plans, prepared by McKim and Creed, for the Fiesta Village Waste Water Treatment Plant (WWTP) Filter PLC Upgrade with the documents being prepared for construction solicitation.

#### 3. PROJECT DESCRIPTION

- 3.1. This Scope of Service is for the design, permitting, and construction observation services of:
  - 3.1.1. Provide permanent centrifuge dewatering equipment to replace the existing mobile centrifuge dewatering unit. Include a connection station to include non-potable water, drain, power, and sludge feed connections for the mobile dewatering unit.
  - 3.1.2. Replace existing sludge feed pump and provide new polymer feed.
  - 3.1.3. Provide a new screw conveyor cake conveyance system, that will include an automated truck loading conveyor to evenly distribute cake in the hauling truck bed along with elevated maintenance platform for conveyors. Also include a scale system to weigh truck loads.
  - 3.1.4. New piping for discharge of centrate to a nearby lift station.
  - 3.1.5. Provide video monitoring from the control room of the centrifuge and biosolids trailer loading matching the current FVWWTP video monitoring system.
  - 3.1.6. Replace and relocate the hypochlorite storage tanks to a containment area south of existing chlorine contact basins. This will require redesign and permitting of the existing storm water system.
  - 3.1.7. Installation of an existing hypochlorite feed pump skid which is currently stored onsite. The pump skid will be housed inside the containment.
  - 3.1.8. A new eyewash station will be installed at the new sodium hypochlorite storage area.
  - 3.1.9. Provide lightning protection (arrestors) for the new chlorine tanks.
  - 3.1.10. Provide new LED lighting within the dewatering facility and the new chlorine storage tank / containment area, similar to other lighting within the plant.
  - 3.1.11. Demolition of the existing hypochlorite system, including removal of the concrete pad.

- 3.1.12. Prepare relocation plans of the existing dewatering area canopy at Fiesta Village WWTP to relocate the canopy to Gateway WWTP. Design a new canopy at Fiesta Village WWTP that is properly sized for the new permanent centrifuge.
- 3.1.13. Associated electrical and instrumentation/control modifications for all aspects of the project. Add centrifuge to the plant Citech controls and SCADA system.
- 3.1.14. Incorporate the Fiesta Village WWTP Filter PLC Upgrade design completed by McKim and Creed into the proposed construction plans. This item has already been fully designed by McKim and Creed and will be advertised to bid with the other proposed improvements.

#### 4. Design and Permitting Services

- 4.1. Professional services will consist of, but not limited to, the following:
  - 4.1.1. Provide survey services as necessary.
  - 4.1.2. Prepare design plans and technical specifications with document reviews at 30%, 60%, 90% and 100% completion.
  - 4.1.3. Coordinate various design and review meetings, including value engineering review meetings, and monthly project schedule updates (using MS Project or similar).
  - 4.1.4. Provide geotechnical services as necessary.
  - 4.1.5. Provide design schedule details.
  - 4.1.6. Prepare permit applications and obtain all required permits from regulatory agencies, including but not limited to FDEP, Lee County (Development Order), SFWMD and any other necessary permits
  - 4.1.7. Development of scope of work/technical specifications, bid form, quantity summary, and Engineer's Opinion of Probable Cost of Construction (provide updated EOPC's at 30% design, 90% design and 100% design).
  - 4.1.8. Review of bids received to confirm the submission(s) are in compliance with the bid documents. Upon completion of the review provide an engineer's recommendation to award to the lowest responsive and responsible bidder.

#### 5. Construction Observation and Inspection Services

- 5.1. Construction assistance, observation and inspection services will be provided by the Design firm, including but not limited to the following:
  - 5.1.1. Attend pre-bid meeting(s)
  - 5.1.2. Provide engineering support services during construction
  - 5.1.3. Provide engineering inspection
  - 5.1.4. Review contractor pay applications
  - 5.1.5. Assist to coordinate and accomplish work without disruption of services to customers
  - 5.1.6. Upon completion of the project prepare accurate signed and sealed record drawings of all completed work.
  - 5.1.7. Construction observation services for the Fiesta Village WWTP Filter PLC Upgrade portion of the project will be provided by McKim and Creed.
  - 5.1.8. Construction observation services for the Fiesta Village WWTP Sludge Dewatering System and Hypochlorite Storage Tank Improvements portion of the project will be provided by Awarded Consultant.

#### 6. PROJECT TERM

6.1. <u>Single Project</u>: From the Notice to Proceed or the Purchase Order date, whichever applies: <u>TBD</u> calendar days to substantial completion, <u>TBD</u> calendar days to final completion (total days TBD). Project to be reviewed and negotiated with the awarded firm/vendor. (TBD shall mean to

Ver 02/24/2017

be determined). It is anticipated to complete design and permitting of the project outlined in this Scope of Services by spring 2018.

End of section

#### SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

#### 1. REQUIRED PROPOSAL FORMAT AND SUBMITTAL REQUIREMENTS

- 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 15 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 six (6) electronic CD ROM or flash drive (USB) sets containing the proposal submittal in PDF format and/or any specialty formats requested. 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.

#### 2. RESPONSE INFORMATION & EVALUATION CRITERIA

2.1. All information for written proposals shall be included in the appropriate Tab. All other information that is undesignated shall be included in Tab 5. Place page numbers at the bottom of every page, excluding dividers. If any of the information provided by the Proposer is found to be, in the opinion of the Evaluation Committee and Procurement Management Director, substantially unreliable this proposal may be rejected.

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

- Provide a description of your firm, your firm's experience, and underlying philosophy in providing the services as described and requested herein. Description should include details such as: the preparation of construction plans, contract documents, and electrical and instrumentation/control modifications for wastewater plant design projects.
- ➤ The consultant is to provide examples of wastewater treatment process design projects by the firm and its proposed assigned staff.

#### TAB 2: Company Relevant Experience & Reference (Complete form 1a)

- Consultant must demonstrate extensive knowledge in centrifuge sludge dewatering systems design. The consultant must provide a list of at least **three centrifuge sludge system design projects** the firm and its proposed assigned staff have performed within the **last five years**. It is preferable that at least **two** of these projects have been **within the State of Florida**. **Please include a completed Reference Response** (Form 3) from each of these clients.
  - Project Reference information provided should include:
    - o Project Name, Owner

- o Project Address
- o Project Contact Name (owner)
- o Project Contact Email
- o Project Contact Telephone Number
- o Initial and final construction costs
- o Planned construction schedule vs. actual construction schedule.
- o Summary of the project scope and work performed
- > Consideration will be given to only those firms that are qualified pursuant to law.
- ➤ The County reserves the right to evaluate the proposing Firm on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) as part of their experience criteria.

#### TAB 3: Firm Plan of Approach

In a concise statement, provide a Plan of Approach explaining how your firm intends to comply with and meet the anticipated deliverables as detailed within this solicitation.

#### TAB 4: Personnel

- ➤ Provide a detailed description of the firm's **specific** project management team that will be assigned to the Lee County contract. Identify the roles and responsibilities of the primary team members as they pertain/apply to the Project Approach and include details that demonstrate individual's knowledge and understanding of the types of services to be performed as well as previous experience in similar or related work.
  - Provide similar project experience and qualifications for the Project Manager and Project Engineer to be assigned to this project.
  - 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 an organizational chart and brief description of the proposed design team, and indicate the role of each member of the proposed team.
  - For each project listed on form 1a, indicate the key personnel from the organizational chart that participated in the project, and the role assigned in that project.
  - Provide a written statement committing to use the staff members in the capacity as shown in the organizational chart for this project, with no substitutions unless written approval is provided by Lee County. Changes to the project staffing after project award without the written approval of Lee County may result in cancellation of the project contract.
- ➤ 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.
- ➤ Provide resumes of proposed **specific** project management team to be assigned to the Lee County contract.
  - \*Resumes are not included within page restrictions, but should be limited to one (1) page per person. \*

# TAB 5: Required Forms (information in this section is excluded from the maximum page count)

Forms 1-7 with any attachments requested on these forms.

#### 3. SCORING CRITERIA & WEIGHT

Tab	CRITERIA DESCRIPTION	MAX. POINTS AVAILABLE
1	QUALIFICATIONS OF FIRM	30
2	COMPANY RELEVANT EXPERIENCE & REFERENCE	35
3	FIRM PLAN OF APPROACH	20
4	PERSONNEL	15
TOTAL POINTS		100

<sup>\*</sup>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.

#### 4. RFP SUBMISSION SCHEDULE

Submission Description	Date(s)	Time
Advertise Request for Proposal (RFP)	Friday, March 17, 2017	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	Tuesday, April 18, 2017	Prior to 2:30 PM
First Committee Meeting Short list discussion	Thursday, May 04, 2017	1:00 PM *
Notify Shortlist Selection via e-mail	TBD	N/A
Final Scoring/Selection Meeting	Wednesday, May 10, 2017	1:00 PM *
Commission Meeting	TBD	

#### Additional notes on Submission Schedule:

\*Meeting Locations: \*1500 Monroe Street, 4th Floor, Fort Myers FL 33901

TBD: To be determined

**NOTE:** Proposed short-list and final selection meeting dates are posted on the Procurement Management web page at <a href="https://www.leegov.com/procurement">www.leegov.com/procurement</a> (Projects, Award Pending).

End of Section

#### **REQUIRED FORMS**

#### REQUEST FOR PROPOSAL CCNA

These forms are <u>required</u> and should be submitted with all proposals. If it is determined that forms in this selection are not applicable to your company or solicitation they should be marked "N/A or Not Applicable" across the form in large letters and <u>returned with your submission</u> package. *Note:* If submitting via hard copy the original must be a manually signed original. Include additional copies, if specified, in the Solicitation documents. Required forms are not a part of the maximum page count.

#### 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 <a href="http://www.sunbiz.org">http://www.sunbiz.org</a> as certification of this required information. Sample attached for your reference. Verify that all addenda and tax identification number have been provided.

#### 1a Minimum Requirements Table (RFP-CCNA) (if applicable)

Provide relevant project information. Please complete the <u>requested information</u> on this form. If you would like to provide additional information, please attach on separate page. Additional information provided (not on Form 1a) should be counted in the maximum page count.

#### 1b Business Relationship Disclosure Requirement (if Applicable)

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

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

#### 2 Affidavit Certification Immigration Laws

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

#### 3 Reference Survey

Provide this form to a minimum of three references. This form will be turned in with the bid or proposal package.

- 1. **Section 1**: Bidder/Proposer to complete with <u>reference respondent's</u> 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 that the reference respondent is to provide a response for.
- 3. The reference respondent should complete "Section 3."
- 4. **Section 4**: The reference respondent to print and sign name

- 5. A **minimum of 3 reference responses** are requested to be returned with bid or proposal package.
- 6. Failure to obtain reference surveys may make your company non-responsive.

#### 4 Negligence or Breach of Contract Disclosure Form

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

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

#### 5 Affidavit Principal Place of Business

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

#### 6 Sub-Contractor List (if applicable)

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

#### 7 Public Entity Crimes Form

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

#### **Proposal Label** (Required)

Self-explanatory. Please affix to the outside of the sealed submission documents. The mailing envelope MUST be sealed and marked with:

- ✓ Solicitation Number
- ✓ Opening Date and/or Receiving Date
- ✓ Mailing Address: Lee County Procurement Management Division 1500 Monroe Street, 4<sup>th</sup> Floor, Fort Myers, FL 33901

#### *Include any licenses or certifications requested* (if applicable)

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

#### Form 1 – Solicitation Response Form



# LEE COUNTY PROCUREMENT MANAGEMENT SOLICITATION RESPONSE FORM

Date Subi	mitted:			Deadline Date:	Apı	ril 18, 2017
SOLICITA	TION IDENTIFICATION:	CB17	0189LKD			
SOLICITA	Professional Stronge Tank		monte	WWTP Sludge Dewar		• •
COMPANY	NAME:					
NAME &	$\Gamma$ ITLE: (TYPED OR PRINTED)					
Corpora	ADDRESS: (PHYSICAL) TE OR MAILING ADDRESS SAME AS PHYSICAL	:				
Address	MUST MATCH SUNBIZ.ORG					
E-MAIL A	ADDRESS:					
PHONE N	UMBER:			FAX NUMBER:		
PROCUR COUNTY In submitti	QUIREMENT: IT IS THE EMENT MANAGEMEN' WILL POST ADDENDA T ing this proposal, Proposer t ents that: Proposer has example	<b>F WEB S</b> FO THIS ' makes all	ITE FOR ANY WEB PAGE, B representations	ADDENDA ISSUEI UT WILL <b>NOT NOT</b> s required by the instru	FOR THIS IFY. actions to Pa	S PROJECT. THE roposer and further warrants
No	Dated:	No	Dated:	No	)	Dated:
No.	Dated:	No.	Dated:	No	)	Dated:
•	Identification Number:	T.1	··	O# (2) G : 1 G		

(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 <u>from the website www.sunbiz.org</u> 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*.

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

#### 2 Scrutinized Companies Certification:

Section 287.135, 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

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 nonresponsive. Business Relationship Applicable (request form) Business Relationship NOT Applicable Yes No Disadvantaged Business Enterprise (DBE) proposer? If yes, please attach a current certificate. ALL PROPOSALS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE PROPOSER. WITNESSED AND SEALED (IF APPLICABLE) Company Name (Name printed or typed) (Affix Corporate Seal, if applicable) Authorized Representative Name (printed or typed) Witnessed/Attested by: (Witness/Secretary name and title printed or typed) Authorized Representative's Title (printed or typed) Witness/Secretary Signature Authorized Representative's 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

09/22/1980

Date Filed

FL

State Status

ACTIVE

Last Event

AMENDED AND RESTATED ARTICLES 07/25/2006

**Event Date Filed** Event Effective Date NONE

#### Principal Address

555 N Main Street Your Town, USA 99999

Changed 02/11/2012

#### Mailing Address

555 N Main Street MYour Town, USA 99999

Changed 02/11/2012

#### Registered Agent Name & Address

My Registered Agent 111 Registration Road Registration, USA99999

Name Changed:12/14/2006

Address Changed: 12/14/2006

#### Officer/Director Detail

#### Name & Address

Title P

President, First 555 AVENUE Anytown, USA99999

Title V President, Second 555 AVENUE Anytown, USA99999

#### Required form 1a Minimum Requirements Table (form may be duplicated as needed)

#### **Proposer Name:**

Relevant Projects: (feel free to duplicate Form 1a to provide additional qualifying projects)

The consultant must provide a list of at least three centrifuge sludge system design projects the firm and its proposed assigned staff have performed within the last five years. It is preferable that at least two of these projects have been within the State of Florida. Please include a completed Reference Survey (Form 3) from each of these clients.

Owner Name:		Summary of Project Scope:
Project Name:		
Project Address:		
Owner Representative:		
Representative		
Telephone:		
Representative E-Mail:		
Project Cost:	Initial \$	
	Final \$	
Construction Schedule:	Planned (calendar da	s)
	Actual (calendar da	s)
Final Completion Date:		
Туре:		WW Treatment process OR Centrifuge Sludge System Design(s)
Personnel		
0		
Owner Name:		Summary of Project Scope:
Project Name:		Summary of Project Scope:
		Summary of Project Scope:
Project Name: Project Address:		Summary of Project Scope:
Project Name: Project Address: Owner Representative:		Summary of Project Scope:
Project Name: Project Address: Owner Representative: Representative		Summary of Project Scope:
Project Name: Project Address:  Owner Representative: Representative Telephone:		Summary of Project Scope:
Project Name: Project Address:  Owner Representative: Representative Telephone: Representative E-Mail:		Summary of Project Scope:
Project Name: Project Address:  Owner Representative: Representative Telephone:	Initial \$	Summary of Project Scope:
Project Name: Project Address:  Owner Representative: Representative Telephone: Representative E-Mail: Project Cost:	Final \$	
Project Name: Project Address:  Owner Representative: Representative Telephone: Representative E-Mail:	Final \$ Planned (calendar da	5)
Project Name: Project Address:  Owner Representative: Representative Telephone: Representative E-Mail: Project Cost:  Construction Schedule:	Final \$	5)
Project Name: Project Address:  Owner Representative: Representative Telephone: Representative E-Mail: Project Cost:	Final \$ Planned (calendar da	s) s)
Project Name: Project Address:  Owner Representative: Representative Telephone: Representative E-Mail: Project Cost:  Construction Schedule: Final Completion Date: Type:	Final \$ Planned (calendar da	5)
Project Name: Project Address:  Owner Representative: Representative Telephone: Representative E-Mail: Project Cost:  Construction Schedule: Final Completion Date:	Final \$ Planned (calendar da	s) s)
Project Name: Project Address:  Owner Representative: Representative Telephone: Representative E-Mail: Project Cost:  Construction Schedule: Final Completion Date: Type:	Final \$ Planned (calendar da	s)

Proposer Name:			
Owner Name:			Summary of Project Scope:
Project Name:	-		
Project Address:	-		
Troject Address.			
Owner Representative:			
Representative			
Telephone:			
Representative E-Mail:			
Project Cost:	Initial	\$	
•	Final	\$	
Construction Schedule:	Planned	(calendar days)	
	Actual	(calendar days)	
Final Completion Date:	-		
Type:			WW Treatment process OR Centrifuge Sludge System Design(s)
Personnel			
T CI SOIMCI			
Owner Name:	-		Summary of Project Scope:
Project Name:			
Project Address:			
Owner Representative:			
Representative Telephone:			
-	-		
Representative E-Mail: Project Cost:	Initial	\$	
Project Cost:		\$	
County estion Schooledo	Final	(calendar days)	
Construction Schedule:	Planned	(calendar days)	
Final Completion Date	Actual	(v. v. see male)	
Final Completion Date:			WW Treatment process OR Centrifuge Sludge System Design(s)
Type:			www meatinent process on centinuge shade system besign(s)
Personnel			



#### AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: CN170189LKD SOLICITATION NAME: Professional Services: Fiesta Village WWTP Sludge Dewatering System and Hypochlorite Storage Tank Improvements

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

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

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

	Company Name:			
	Signature	Title	Date	
STATE OF _ COUNTY OI	F			
		who has p	efore me thisday of produced	
(Type of Iden	(Print or Type Na 2 atification and Numb	as identification.		
(Type of Iden	unication and indin	PC1)		
Notary Public	Signature			
Printed Name	e of Notary Public			
Notary Comp	nission Number/Fyr			

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. <u>LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING</u> <u>DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.</u>

#### Form 3 Reference Survey



# Lee County Procurement Management <u>REFERENCE SURVEY</u>

#### Solicitation # CN170189LKD

Professional Services: Fiesta Village WWTP Sludge Dewatering System and Hypochlorite Storage Tank Improvements

Section 1	Reference Respondent Information		Pleas	se return c	ompleted form	n to:	
FROM:			Bidder/Proposer:				
<b>COMPANY:</b>			<b>Due Date:</b>				
PHONE #:			Total # Pages:	1			
FAX #:			Phone #:		Fax #:		
EMAIL:			Bidder/Proposer E-	Mail:			
Section 2	Enter Bidder/Proposer Information , if applicab	ole Similar Performed Proj	ect (Bidder/Proposer to enter detail	s of a project perfo	ormed for above reference	e responde	nt)
Proposer Name:							
Reference Project Name:		Project Address:			Project Cost:		
Summarize Scope:							
	vidual or your company ha		as a reference on t	he projec	t identified a	bove.	Please
provide your r Section 3	esponses in section 3 below	V•				Indica	te: "Yes" or "No"
	is company have the proper	resources and	personnel by which	to get the	iob done?		
	any problems encountered w		<u> </u>		<u>,                                      </u>		
	any change orders or contrac	-	-		iated?		
	ne job completed on time?		issued, other than (				
	ne job completed within bud	get?					
	cale of one to ten, ten being		ıld vou rata tha ava	roll work			
	nance, considering profession		•				
P		F			) being highest)		
	pportunity were to present it						
8. Please	provide any additional comr	nents pertinen	t to this company ar	nd the wor	k performed	for yo	ou:
Section 4							
Reference Name (Print Na	ime)		Please submit n	on-Lee Co	ounty employe	ees as	references
Reference Signature							

Form 4 -Negligence or Breach of Contract Disclosure Form



## ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM

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

Company Na	ame:						
<b>Type of Incident</b> Alleged Negligence or Breach of Contract	Incident Date And Date Filed	Plaintiff (Who took action against your company)	Case Number	Court County/State	Project	Claim Reason (initial circumstances)	Final Outcome (who prevailed)
the last 10 years, on should also include	complete the <b>com</b> e the primary par	npany name and write tners listed in your pro	e "NONE" in the fi oposal. Do not in	irst "Type of Inc clude litigation	cident" box of this page an	If there is no action pending or d return with your proposal pacplaintiff. Final outcome should nonymous.	kage. This form
Page Number:	Of	Total p	oages				
Update the page r	number to reflect	the current page and	the total number	of pages. Exam	ple: Page 3, of 5 total sub	mitted pages of this form.	



#### **AFFIDAVIT PRINCIPAL PLACE OF BUSINESS**

Local Vendor Preference (Non-CCNA) (Lee County Ordinance No. 08-26) Location Identification (CCNA)

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

Con	npany Name:			
Printe	d name of authorized signer Title			
	rized Signature Date			
affic	signee of this Affidavit guarantee, as evidenced by the sworn lavit to interrogatories hereinafter made. <u>LEE COUNTY RESCUMENTATION, AS EVIDENCE OF SERVICES PROVI</u>	SERVES THE	RIGHT T	
	· ·	e this		day of
20				who has produced
	Type of ID and number		_as identi	fication (or personally known)
⇒ Notary	Public Signature	Notary Commission	n Number and e	xpiration
1.	Principal place of business is located within the boundaries of:		Lee C Collie Non-I	r County
	Local Business Tax License #			
2.	Address of Principal Place of Business:			
3. 4.	Number of years at this location Have you provided goods or services to Lee County on a regular basis within the past 3 consecutive years	years Yes*	No	*If yes, attach contractual history for past 3 consecutive years
5.	Number of available employees for this contract			

#### Form 6-Sub-Contractor List



#### **SUB-CONTRACTOR LIST**

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

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

1.

#### Form 7: 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.

This sworn statement	
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 addre	ess is
(If applicable) its Fed	leral Employer Identification Number (FEIN) is
(If the entity has no I	EIN, include the Social Security Number of the individual signing this swor
statement: On the att	ached 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 Unites States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understate 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), <u>Florida Statutes</u>, 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,	sharehol	lders,
employe	es, members	s, and a	gents who	are a	active in	n managem	ent o	of an	entity no	r affiliate o	of the entity	have been	charged	with
and conv	victed of a pr	ublic en	ntity crime	subs	equent	to July 1, 1	989.							

The entity submitting this sworn statemer shareholders, employees, member, or agents who are been charged with and convicted of a public entity crim	active in management of the entity, or an	
The entity submitting this sworn statemer shareholders, employees, member, or agents who are a charged with and convicted of a public entity crime proceeding before a Hearing Officer of the State of F by the Hearing Officer determined that it was not in the convicted vendor list. (Attach a copy of the final or	active in management of the entity, or an aff e subsequent to July 1, 1989. However, lorida, Division of Administrative Hearing a he public interest to place the entity submitti	filiate of the entity has been there has been subsequent and the Final Order entered
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR TH THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, CHANGE IN THE INFORMATION CONTAINED IN THIS F	IAT PUBLIC ENTITY ONLY AND, THAT I WHICH IS FILED. I ALSO UNDERSTA DENTERING INTO A CONTRACT IN EXC FLORIDA STATUTES, FOR CATEGORY	THIS FORM IS VALID ND THAT I AM CESS OF THE
-	(Signature)	-
STATE OFCOUNTY OF	(Date)	-
PERSONALLY APPEARED BEFORE ME, the who, after first being sworn by me, affixed his/her signature in of, 2	(Name of individual signing)	
-	(NOTARY PUBLIC)	-
My Commission Expires:		

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

#### **PROPOSAL DOCUMENTS • DO NOT OPEN**

SOLICITATION NO.: CN170189LKD

Professional Services: Fiesta Village WWTP Sludge

SOLICITATION TITLE:

Dewatering System and Hypochlorite Storage Tank

Learners of the Control of

Improvements

DATE DUE: **04/18/2017** 

TIME DUE: Prior to: 2:30 PM

SUBMITTED BY:

(Name of Company)

e-mail address Telephone

**DELIVER TO:** Lee County Procurement Management

1500 Monroe 4<sup>th</sup> Floor Fort Myers FL 33901

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



#### PLEASE PRINT CLEARLY

