



Lee County Board of County Commissioners DIVISION OF PROCUREMENT MANAGEMENT

Consultant Competitive Negotiation Act (CN) Request for Proposal

Solicitation No.: CN180240GWT

Miscellaneous Electrical and Instrumentation Design

Solicitation

Services

Name: Open

Date/Time: Monday, June 18, 2018

Time: 2:30 PM

Location:

Lee County Procurement Management

1500 Monroe Street 4th Floor

Fort Myers, FL 33901

Procurement

Contact:

Geoff Thomas

Title Procurement Analyst

Phone:

(239) 533-8881

Email:

gthomas@leegov.com

Requesting

Dept.

Utilities

Pre-Solicitation Meeting:

Type:

No meeting scheduled at this time

Procurement: Public Works Building, 1500 Monroe St 4th Floor, Fort Myers, FL

Location:

33901

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

Electronic bidding is coming! Visit www.leegov.com/bid to stay informed



Notice to Contractor / Vendor / Proposer(s) RFP# CN180240GWT Miscellaneous Electrical and Instrumentation Design Services

REQUEST FOR PROPOSAL Consultant Competitive Negotiation Act (CN)

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

Miscellaneous Electrical and Instrumentation Design Services

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 are instructed to submit, in accordance with specifications, their proposals, pertinent to this project prior to

2:30 PM Monday, June 18, 2018

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

The solicitation documents are available from www.leegov.com/procurement. Documents obtained from sources other than www.leegov.com/procurement are cautioned that the solicitation package may be incomplete. The County's official Proposer 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. Geoff Thomas gthomas@LeeGov.com

Sincerely,

Laurie Victory, CPPB

Procurement Manager

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

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. **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 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. Submission Format:

- 4.2.1. 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.
- 4.2.2. Execution of Proposal: All documents must be properly signed by corporate authorized representative, and where applicable witnessed and 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.
- 4.2.3. Should not contain links to other Web pages.

4.3. **Preparation Cost**:

4.3.1. 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 submitted in writing prior to 5:00 PM at least eight (8) calendar days prior to the date when the submission is due.
- 8.2. Response(s) will be in the form of an Addendum posted on www.leegov.com/procurement. It is solely the Proposer's responsibility to check the website for information. No notifications will be sent 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. ADDITIONS, REVISONS 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 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.

10. CONFIDENTIALITY

- 10.1. Proposers should be aware that all proposals provided are subject to public disclosure and will <u>not</u> 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 <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.

11. CONFLICT OF INTEREST

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

And:

11.2. A professional services firm who has performed or participated in the project feasibility planning, study analysis, development of a program for future implementation or drafting of solicitation documents directly related to this County project, as the primary vendor/consulting team, cannot be selected or retained, as the primary consultant/vendor or named a member of the consulting/contracting team, to perform project design,

engineering or construction services for subsequent phase(s) or scope of work for this project. Pursuant to FS. S287.057 (17) the firm will be deemed to have a prohibited conflict of interest that creates an unfair competitive advantage.

11.3. Should your proposal be found in violation of the above stated provisions; the County will consider this previous involvement in the project to be a conflict of interest, which will be cause for immediate

disqualification of the proposal from consideration for this project.

11.4. **Business Relationship Disclosure Requirement**: The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida 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.

12. ANTI-LOBBYING CLAUSE (Cone of Silence)

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

13. DRUG FREE WORKPLACE

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

14. DISADVANTAGED BUSINESS ENTERPRISE (DBE's)

14.1. The County encourages the use of Disadvantaged Business Enterprise Proposer(s) as defined and certified by the Florida Department of Transportation.

14.2. 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.

15. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

15.1. The Proposer agrees to comply, in accordance with Florida Statute 287.134, 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of 2008 (ADAAA) that furnishing goods or services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

15.2. The Proposer will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or marital status. The Proposer will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, disability or marital status.

15.3. The Proposer will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The Proposer will take such actions in respect to any sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

15.4. An entity or affiliate who has been placed on the <u>State of Florida's Discriminatory Vendor List</u> (This list may be viewed by going to the Department of Management Services website at http://www.dms.myflorida.com) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or

perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

16. PROPOSER/SUB-PROPOSER/CONSULTANT/CONTRACTOR RELATIONSHIP

16.1. 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.

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 man-hours spent in travel time, is 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.

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) will be required to provide an on-site interview/presentation.
- 19.2.3. Such subsequent evaluations will be accomplished by simply ranking the proposers. Proposers will be ranked in sequential order with one (1) being the highest ranking. Proposers' rankings will then be totaled with the total lowest scores receiving final rank order starting with one (1) the highest ranking.
- 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.

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 in a short-list of at least three (3) Proposers/Firms to be interviewed.

23. WITHDRAWAL OF PROPOSAL

- 23.1. 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.
- 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 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.
- 24.2. "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)
- 24.3. 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.
- 24.4. In order to preserve your right to protest, you must file a written "Notice Of Intent To File A Protest" with the Lee County Procurement Management Director by 4:00 PM on the 3rd working day after the decision affecting your rights is posted on the Lee County website.
 - 24.4.1. The notice must clearly state the basis and reasons for the protest.
 - 24.4.2. The notice must be physically received by the Procurement Management Director with in the required time frame. No additional time is granted for mailing.
- 24.5. 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.
- 24.6. 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.

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 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.

26.2. **RFP – Term:**

- 26.2.1. 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 written agreement of both parties.
- **26.2.2.** The County reserves the right to renew this contract, or any portion thereof, and to negotiate pricing as a condition for each.
- **26.2.3.** The County's performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.

26.3. $\mathbf{RFP} - \mathbf{Basis}$ 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.

26.5. 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, 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 Purchasing and Payment Procedures Manual (Purchasing Manual), (also known as Appendix "D", "AC-4-1.pdf".)
- 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 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;

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

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

27. WAIVER OF CLAIMS

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.

28. LEE COUNTY PAYMENT PROCEDURES

All vendors are requested to mail an original invoice to:

Lee County Finance Department **Post Office Box 2238**

Fort Myers, FL 33902-2238

All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the 28.2. detailed specification portion of this project.

Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any 28.3.

individual, vendor, Proposer, or bidder for the preparation of these specifications.

Lee County is generally a tax exempt entity subject to the provisions of the 1987 legislation regarding sales 28.4. 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. INSURANCE (AS APPLICABLE)

Insurance shall be provided by the awarded Proposer. Upon request, a certificate of insurance (COI) 29.1. complying with the attached guide shall be provided by the Proposer.

End of Terms and Conditions Section



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 Vendor's 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, and contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence

\$2,000,000 general aggregate

\$1,000,000 products and completed operations

\$1,000,000 personal and advertising injury

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

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

c. <u>Workers' Compensation</u> - Statutory benefits as defined by Chapter 440, Florida Statutes, 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 of bodily injury and property damage

*The required minimum limit of liability shown in a., b., and 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.

If applicable, it is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance End of Insurance Guide section

End of Insurance Requirements

1. SPECIAL CONDITIONS

PROJECT GUIDELINES AND CRITERIA

The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and/or Requirements which shall serve as a guide to the CONSULTANT in performing the professional services and work to be provided pursuant to this Agreement:

This is a "Master" contract, which is not for any specific project. Work will be negotiated, authorized, scheduled, funded, and accounted for by the issuance of Supplemental Task Authorizations, by the requesting department, division or other governmental entity.

End of Special Conditions

LEE COUNTY, FLORIDA DETAILED SPECIFICATIONS FOR

Miscellaneous Electrical and Instrumentation Design Services For Lee County Utilities

1. SCOPE

- 1.1 Lee County Board of County Commissioners anticipates seeking professional consultant services for the miscellaneous Electrical and/or Instrumentation Design Services for Utility Systems. Major /Minor work to include but not limited to; 1) Design electrical power systems 2) Emergency power supply system 3) Electrical motor control centers 4) Process & instrumentation controls; and SCADA system design. 5) Security and networking design.
- 1.2 The Consultant or Service Provider shall have the skills and knowledge to provide and perform one or more of the following:
- Design of electrical power risers, distribution panels, panel schedules and cable schedules. 1)
- Design of primary power distribution systems, transformers and load calculations 2)
- Emergency power supply systems, switchgear and UPS systems 3)
- Design of electrical motor control centers and variable frequency drives 4)
- Design of conduit & cable tray layouts 5)
- Design low-voltage control systems 6)
- Design of surge protection and grounding systems 7)
- Design of building yard lighting and emergency lighting systems 8)
- Prepare loop diagrams, logic diagrams and process & instrumentation diagrams 9) Prepare I/O system diagrams, logic diagrams and process & instrumentation diagrams
- 10) Design of voice/data/video networks using fiber optic, UTP and Ethernet systems 11)
- SCADA system design and integration to PLC control systems 12)
- Prepare plans, sketches, drawings and construction specification for bid documents and permit submittals 13)
- Prepare material quantity take-offs and construction cost estimates 14)
- Prepare operation & trouble-shooting manuals 15)
- Provide system start-up and training 16)
- Provide construction related services to include review of shop drawings, clarification of design issues, 17) meetings with contractors and site inspection services
- Create electrical and instrumentation standards and specifications for use throughout the Utilities systems. 18)
- Create, modify and update ARC Flash surveys and studies 19)
- Provide inspection services for contractor installation of electrical and instrumentation projects. 20)
- Design of Networking, Security and telemetry systems. 21)

- *Vehicle travel mileage is considered incidental to the work and not an extra expense. Also, man-hours spent in travel time to and from work or the job site(s), are not compensable.
- *County reserves the right to add or delete, at any time, any or all tasks or services associated with this agreement. No work is guaranteed.

CRITERIA 1: Experience with large electrical switchgear installations in Water and Wastewater Treatment Facilities. Include projects that were completed using class one reliability with redundancy of power. (Maximum Points: 30)

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

Project reference information provided for each project should include: Project name, owner Contract name, phone number, and email address (ensure contact information is accurate and that contact has knowledge of the project)

Cost

Length of contract term, including start date and finish of project Summary of work performed, a short description of services performed

CRITERIA 2: Experience with designing and overseeing Water and Wastewater Facility Control Systems. (Maximum Points: 30)

In a concise statement describe your firm's experience, expertise and qualifications in the successful completion of control projects for water treatment and wastewater treatment facilities, wellfield systems, deep injection wells and Aquifer, Storage and Recovery systems (ASRs). Reference a minimum of 5 projects where your firm has provided similar services within the past 5 years. At least 3 project references should be a government entity.

Project reference information provided for each project should include; Project name, owner Contact name, phone number, and email address (ensure contact information is accurate and that contact has knowledge of the project Cost Length of contract term, including start date and finish of project Summary of work performed, a short description of services performed

CRITERIA 3: Key Personnel Qualifications and Experience (Maximum Points: 20)

- a) Provide an organizational chart of the proposed team, and indicate the role of each member of the proposed team.
- b) Provide similar project experience and qualifications for the Project Manager(s) and Project Engineer(s) to be assigned.
- c) Provide similar project experience and qualifications for the Engineer that will be on the team for SCADA projects
- d) 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.
- e) 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.
- f) Provide resumes of proposed specific project management team to be assigned to the Lee County contract.

g) 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.

Resumes are not included within page restrictions, but should be limited to one (1) page per person.

CRITERIA 4: General Approach (Maximum Points: 10)

In a concise statement, explain how your firm intends to generally approach the anticipated types of projects.

CRITERIA 5: Location of Responsible Office (Maximum Points: 10) (Information provided in criteria 5 will be verified and points assigned by Procurement Management)

Indicate the office where the majority of the work will be performed, including the address, number of years at that location, and the number of employees. In order to receive Satellite Office location points a proposing firm must have an office within Lee County, staffed with at least one full time employee to receive the full points. Locations in adjacent counties will be assessed points based on the scale below.

No submittal will be disqualified on the sole basis of number of employees. Applicable to the Prime Consultant only, if the Responsible Office is:

- The Headquarters located in Lee County = 10 points
- A staffed Satellite office located in Lee County = 5 points
- Not in Lee County, but is in Collier, Hendry or Charlotte County = 2 points Not in Lee
- Not in Lee, Collier, Hendry, or Charlotte County = 0 points

End of Scope of Work and Specifications

SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

NOTE TO ANALYSTS: Modify Tab details as necessary to fit your project's needs. Details provided below are basic evaluation criteria and may not be pertinent to every solicitation. Criteria description titles must match tab titles, adjust as necessary. Maintain "Project Director" request requirement under Tab 4 as this is required as part of the PSA contract. – DELETE THIS NOTICE

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 10 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 version(s) on a USB flash drive set(s) containing the proposal submittal in an unlocked PDF format. The County may request specific files be submitted in specialty format (IE: Provide a Project Timeline in Excel format.) Vendor shall accommodate such specialty requests as stated within the submittal requirements describe herein. Should files not be provided in the format or quantity as requested Vendor may be deemed Non-Responsive and therefore ineligible for award. In case of any discrepancies, the original will be considered by the County in evaluating the Proposal, and the electronic version is provided for the County's administrative convenience only. Limit the color and number of images to avoid unmanageable file sizes.

COVER PAGE: Introduction

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

TAB 1: Experience with large electrical switchgear installations in Water and Wastewater Treatment Facilities. (Maximum Points: 30)

> Include projects that were completed using class one reliability with redundancy of power.

- In a concise statement describe your firms' experience, expertise and qualifications in the successful completion of electrical projects for water and/or wastewater treatment facilities. Reference a minimum of 5 projects where your firm has provided similar services within the past 5 years. At least 3 projects referenced should be a government entity.
- > Project reference information provided for each project should include: Project name, owner
- > Contract name, phone number, and email address (ensure contact information is accurate and that contact has knowledge of the project)
- > Cost

> Length of contract term, including start date and finish of project Summary of work performed, a short description of services performed

TAB 2: Experience with designing and overseeing Water and Wastewater Facility Control Systems. (Maximum Points: 30)

- In a concise statement describe your firm's experience, expertise and qualifications in the successful completion of control projects for water treatment and wastewater treatment facilities, wellfield systems, deep injection wells and Aquifer, Storage and Recovery systems (ASRs). Reference a minimum of 5 projects where your firm has provided similar services within the past 5 years. At least 3 project references should be a government entity.
- > Project reference information provided for each project should include; Project name, owner
- > Contact name, phone number, and email address (ensure contact information is accurate and that contact has knowledge of the project
- > Cost
- > Length of contract term, including start date and finish of project Summary of work performed, a short description of services performed

TAB 3: Key Personnel Qualifications and Experience (Maximum Points: 20)

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

TAB 4: General Approach (Maximum Points: 10)

In a concise statement, explain how your firm intends to generally approach the anticipated types of projects.

TAB 5: Location of Responsible Office (Maximum Points: 10)

- > (Information provided in criteria 5 will be verified and points assigned by Procurement Management)
- > Indicate the office where the majority of the work will be performed, including the address, number of years at that location, and the number of employees. In order to receive Satellite Office location points a proposing firm must have an office within Lee County, staffed with at least one full time employee to receive the full points. Locations in adjacent counties will be assessed points based on the scale below.
- No submittal will be disqualified on the sole basis of number of employees. Applicable to the Prime Consultant only, if the Responsible Office is:
- ➤ The Headquarters located in Lee County = 10 points
- ➤ A staffed Satellite office located in Lee County = 5 points
- Not in Lee County, but is in Collier, Hendry or Charlotte County = 2 points Not in Lee
- Not in Lee, Collier, Hendry, or Charlotte County = 0 points

2. SCORING CRITERIA & WEIGHT

CRITERIA	CRITERIA DESCRIPTION	MAX. POINTS AVAILABLE
1	Experience with large electrical switchgear installations in Water and Wastewater Treatment Facilities (TAB 1)	30
2	Experience with designing and overseeing Water and Wastewater Facility Control Systems (TAB 2)	30
3	Key Personnel Qualifications and Experience (TAB 3)	20
4	General Approach (TAB 4)	10
5	Location of Responsible Office (TAB 5)	10
TOTAL POIN	TS	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

Advertise Request for Proposal (RFP)	Friday, May 18, 2018	5:30 PM
Pre-Proposal Meeting	N/A	N/A
Proposal Question Deadline	8 Calendar days prior to submission deadline	Prior to 5:00 PM
Submission Deadline	Monday, June 18, 2018	Prior to 2:30 PM
First Committee Meeting & Discussion	TBD	TBD
Notify Shortlist Selection via e-mail (If applicable)	TBD	TBD
Final Scoring/Selection Meeting (If applicable)	твр	TBD

Additional notes on Submission Schedule:

- Submission Schedule is provided as a guideline only and is subject to change at the discretion of Lee County authorized personnel.
- 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.
- Unless otherwise stated, location of all openings and meetings will take place at 1500 Monroe Street, Fort Myers, FL 33901 – 4th Floor Procurement Management.

End of Submittal Requirements & Evaluation Criteria Section

REQUIRED FORMS

REQUEST FOR PROPOSAL CCNA

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

Title/Description Form

- 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.
- Minimum Requirements Table (RFP-CCNA) (if applicable) La Provide relevant project information.
- 16 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 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. Reference responses are to be returned with the proposal package.
- 6. Failure to obtain reference surveys may make your company non-responsive.

4 Negligence or Breach of Contract Disclosure Form

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

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

- 5 Affidavit Principal Place of Business
 Certifies Proposer's location information
- 6 Sub-Contractor 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 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, 4th 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.)



LEE COUNTY PROCUREMENT MANAGEMENT SOLICITATION RESPONSE FORM

Date Su	bmitted:			Deadline Dat	te: (6/18/2018
SOLICIT	ATION IDENTIFICATION:	CN180				
SOLICIT	TATION NAME: Miscellaneou	ıs Electric	cal and Instrum	nentation Design	Services	
Compan	NY NAME:					
Name &	TITLE: (TYPED OR PRINTED)					
BUSINES	SS Address: (Physical)					
	ATE OR MAILING ADDRESS: SAME AS PHYSICAL					
Addres	S MUST MATCH SUNBIZ.ORG					
E-Mail	Address:					
PHONE I	Number:			FAX NUMBER:		
PROCU COUNT In submi	EQUIREMENT: IT IS THE REMENT MANAGEMENT Y WILL POST ADDENDA THE tring this proposal, Proposer resents that: Proposer has example.	T WEB ST O THIS W nakes all r	TE FOR ANY AVEB PAGE, BU epresentations is	ADDENDA ISSUIT WILL NOT NO required by the inst	ED FOR T TIFY. tructions t	THIS PROJECT. THE o Proposer and further warrants
	Dated:					_
No	Dated:	No	_ Dated:	1	No	Dated:
Tax Paye	er Identification Number:	* 1 . * C*		or (0) G '1G		

(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, 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 \S , 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 \S .

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, Pag

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

all's Widget Corporation

Filing Information

Document Number 655565 FB/EIN Number

5111111111

09/22/1980

Date Filed State

FL

Status

ACTIVE

Last Event

AMENDED AND RESTATED ARTICLES

Event Date Fled

07/25/2006

Event Effective Date NONE

Principal Address

Verify either Principal or Mailing

555 N Main Street Your Town, USA 99999 address is on Form 1

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, USA 9999

Name Changed: 12/14/2006

Address Changed: 12/14/2008

Officer/Director Detail

Name & Address

TitleP

President, First 555 AVENUE

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:

Anytown, USA99999

Title V

President Second 555 AVENUE Anytown, USA99999

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
1. 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 composed 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



AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: CN180240GWT SOLICITATION NAME: Miscellaneous Electrical and Instrumentation Design Services

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

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

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

	Company Name:			
	Signature	Title	Date	
STATE OF COUNTY OF	·			
	(Print or Type Na			day of
(Type of Ident	a ification and Numb	s identification. per)		
Notary Public	Signature			
Printed Name	of Notary Public			
Notary Commi	ission Number/Exp	iration		

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</u>
SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.

Lee County Procurement Management





Miscellaneous Electrical and Instrumentation Design Services

Section	1	Reference Respondent Information		Please return completed form to:						
FROM				Bidder/Proposer:						
СОМР	ANY:			Due Date:						
PHON	E #:			Total # Pages: 1						
FAX#	Fax #:									
EMAII	L:			Bidder/Propos						
Section 2	,	Enter Bidder/Proposer Information , if applicab	e Similar Performed Proj	ect (Bidder/Proposer to e	nter details of a proje	et performed for above reference	e respondent)	jie i		
Proposer			Project Address:			Project Cost:				
Reference Proj	ject Name:		Project Address.							
Summarize Scope:	:									
You as provide Section 3	e vour res	dual or your company ha ponses in section 3 below	7.				bove. Please Indicate: "Yes" or "N	No"		
1.	•									
2.	Were an	y problems encountered w	ith the compa	my's work per	formance?					
3.	Were an	y change orders or contract	et amendment	s issued, other	than owner	initiated?				
4.	Was the	job completed on time?								
5.	Was the	job completed within bud	get?							
6.	On a sca	ale of one to ten, ten being ance, considering profession	best, how wo onalism; final	product; perso	nnel; resou	ork ces. 0. (10 being highest)				
7.	If the op	portunity were to present i	tself, would y	ou rehire this	company?					
8.	Please p	rovide any additional com	ments pertiner	nt to this comp	any and the	work performed	for you:			
Section 4				Please su	bmit non-L	ee County employ	vees as reference	es		
Reference S	Signature						·			

LEE COUNTY SOUTHWEST FLORIDA

ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM

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 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 your own variation.

Company Name:

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

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.

Ōţ	
Number:	
age	

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 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. performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.



AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

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

Cor	npany Name:			
Printe	d name of authorized signer Title			
\Rightarrow	· ·			
	rized Signature Date			
affi	signee of this Affidavit guarantee, as evidenced by the sworn davit to interrogatories hereinafter made. <u>LEE COUNTY RECUMENTATION</u> , AS EVIDENCE OF SERVICES PROVI	SERVES TĤE	RIGHT	
Not		DLD, MI MILL	THILL	
	e of			
	inty of			
The	foregoing instrument was signed and acknowledged before n	ne this		day of
20			PARAMETER STATE OF THE STATE OF	who has produced
			as ident	ification (or personally known)
	Type of ID and number			(F 6
\Rightarrow	y Public Signature	N		
Notar	y Public Signature	Notary Commission	n Number and e	expiration
1.	Principal place of business is located within the boundaries		Lee C	County
	of:			er County
			Non-I	Local
	Local Business Tax License #			
2.	Address of Principal Place of Business:			
-•				
3.	Number of years at this location	years		
4.	Have you provided goods or services to Lee County on a regular basis within the past 3 consecutive years	Yes*	No	*If yes, attach contractual history for past 3 consecutive years
5.	Number of available employees for this contract			•
6.	Does your company have a Drug Free Workplace Policy	Yes	No	

SOUTHWEST FLORIDA

SUB-CONTRACTOR LIST

Qualified Amount or

Amount or Percentage of Total			,					
Qualified DBE Yes/No					-			
Phone Number and Email								
Point Of Contact Or Project Supervisor								The state of the s
Area Of Work								The second secon
Sub-contractor Name								

dollar value or percentage that the sub-contractor will be performing. If sub-contractors qualify as Disadvantaged Business Enterprise (DBE) Please include sub-contractors name, area of work (i.e. mechanical, electrical, etc.) and a valid phone number and email. Also include the contractors, please attach a current certificate. 1.

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

This sworn states	ment 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 a	ddress is
(If applicable) its	Federal Employer Identification Number (FEIN) is
	no FEIN, include the Social Security Number of the individual signing this sworre 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 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:
 - 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, 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.

Public Entity Crime Form

Page 2 of 2

My Commission Expires:	-	
	(NOTARY PUBLIC)	
V <u></u>		
who, after first being sworn by me, affixed his/her signature in of , 2 .	the space provided above on this	_ day
- 1 Co. Co. L. i	(Name of individual signing)	day
PERSONALLY APPEARED BEFORE ME, the t		
COUNTY OF		
STATE OF	(2 410)	
	(Date)	
	(Signature)	-
THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 CHANGE IN THE INFORMATION CONTAINED IN THIS		Y I WO OK ANY
AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIO	R TO ENTERING INTO A CONTRACT IN	NEXCESS OF THE
ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE I IS VALID THROUGH DECEMBER 31 OF THE CALENDA		
I UNDERSTAND THAT THE SUBMISSION OF THIS FOR		
on the convicted vendor list. (Attach a copy of the fin		mg uns sworn statement
proceeding before a Hearing Officer of the State of Flo by the Hearing Officer determined that it was not in t	orida, Division of Administrative Hearing and	d the Final Order entered
shareholders, employees, member, or agents who are been charged with and convicted of a public entity cri		
The entity submitting this sworn statemen		
been charged with and convicted of a public entity cri		imate of the entity have
The entity submitting this sworn statemen shareholders, employees, member, or agents who are		
most all at the at the contract of the contrac	0.11 000 11 1	



Lee County Procurement Management **Signatory Authorization Affidavit**

Date: June 18, 2018 Solicitation No.: CN180240GWT

Solicitation Name: CN180240GWT

AUTHORIZATION: The following individuals are hereby authorized, as representatives of the Bidder/Proposer, identified below, to execute legally binding documents on behalf of the Bidder/Proposer. The signee of this Affidavit guarantees, 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.

INSTRUCTIONS: This Authorization Affidavit shall only be executed by the following:

Corporation:

President

LLC:

Managing Member

Sole Proprietor:

Owner

Attach corporate designation documentation, if applicable.

Bidder/Proposer Name:		
Authorized Signatory Name	Title	
behalf of the Bidder/Proposer. I further a	cknowledge that it shall be my resp	ve to execute legally binding documents on consibility to provide an updated Signatory ty Procurement Management Department,
Attention: Procurement Management Dir		
(Signature)	(Title: President, Managing Member, Owner)	(Date)
(printed name)		
STATE OF COUNTY OF		
The foregoing instrument was signed and ac 20 who produced the following as ide		day of
who produced the following as lake		fication and number or personally known)
Notary Public Signature	Printed Name of Notary Public	Commission Number/Expiration
Page of *Duplicate this page for	or additional names. An original sig	gnature is required on each page.

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.:	CN180240GWT	
SOLICITATION TITLE:	Miscellaneous Electrical and Instrumentation Design Services	
DATE DUE:	Monday, June 18, 2018	
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 th Floor	
	Fort Myers FL 33901	
Note: proposals received after the time and date above will not be accepted.		

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

PLEASE PRINT CLEARLY