



PROJECT NO.: RFQ130310

OPEN DATE: Tuesday, April 9, 2013

AND TIME: 2:30 P.M.

LOCATION: LEE COUNTY PROCUREMENT
1825 HENDRY ST, 3RD FLOOR
FORT MYERS, FL 33901

REQUEST FOR QUALIFICATIONS

**TITLE: CONTROL, TELEMETRY, SECURITY
AND SCADA INTEGRATION SERVICES**

Advertised Date: MARCH 8, 2013

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PROCUREMENT MANAGEMENT

MAILING ADDRESS
P.O. BOX 398
FORT MYERS, FL 33902-0398

PHYSICAL ADDRESS
1825 Hendry St 3rd Floor
FORT MYERS, FL 33901

PROCUREMENT CONTACT:

NAME: Rachel Mixson
TITLE: Procurement Analyst
PHONE NO.: (239) 533-5876
EMAIL: rmixson@leegov.com

GENERAL CONDITIONS

Sealed Responses will be received by the DIVISION OF PROCUREMENT MANAGEMENT, until the time and date specified on the cover sheet of this “Request for Qualifications”, and opened immediately thereafter by the Director or designee.

Any question regarding this solicitation should be directed to the Procurement Division Contact listed on the cover page of this solicitation, or by calling the Division of Procurement Management at (239) 533-5450.

1. SUBMISSION OF QUALIFICATIONS STATEMENTS:

- a. Responses must be sealed in an envelope, and the outside of the envelope must be marked with the following information:
 1. Marked with the words “Request for Qualifications”
 2. Name of the firm submitting
 3. Title of the solicitation
 4. Solicitation number
 5. The envelope shall include:
 - i. One original hard copy of the qualifications submittal
 - ii. Six electronic CD ROM sets of the qualification submittal
 1. One single adobe PDF file and should be copied **in the same order as the original hard copy.**
 2. Limit the color and number of images to avoid unmanageable file sizes.
 3. Use a rewritable CD and **do not lock files.**
 4. If a cost/bid schedule was provided, the completed schedule should be included as a Microsoft Excel file on the CD-ROM.
- b. **SOLCITATIONS RECEIVED LATE:** It is the vendor’s responsibility to ensure the bid is received by the Division of Procurement Management prior to the opening date and time specified. Any bid received after the opening date and time will be promptly returned to the vendor unopened. Lee County will not be responsible for bids received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.
- c. **SOLICITATION CALCULATION ERRORS:** In the event there is a discrepancy between the total bid amount or the extended amounts and the unit prices bid, the unit prices will prevail and the corrected sum will be considered the bid price.
- d. **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 bidder disqualification.
- e. **WITHDRAWAL OF SOLICITATION:** No bid may be withdrawn for a period of 90 days after the scheduled time for receiving bids. A bid may be withdrawn prior to the bid-opening date and time. Such a request to withdraw must be made in writing to the Procurement Management Director, who will approve or disapprove of the request.

- f. **COUNTY RESERVES THE RIGHT:** The County reserves the right to exercise its discretion, to waive minor informalities in any bid; to reject any or all bids with or without cause; and/or to accept the bid that in its judgment will be in the best interest of the County of Lee.
- g. **EXECUTION OF SOLICITATION:** All bids shall contain the signature of an authorized representative of the vendor in the space provided on the quote proposal form. All bids shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the bid shall be initialed.
- h. **ADDITIONS/REVISIONS/DELETIONS:** Additions, revisions or deletions to the general conditions, specifications or quote price sheets that change the intent of the bid will cause the bid to be non-responsive and the bid will not be considered. The Procurement Director shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the bid.

2. **ACCEPTANCE**

The materials and/or services delivered under the bid **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. In the event the materials and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.

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

The awarded vendor shall observe and obey all laws, ordinances, rules, and regulations, of the federal, state, and local government, which may be applicable to the supply of this product or service. The awarded vendor has attested to compliance with the applicable immigration laws of the United States in the attached affidavit. Violations of the immigration laws of the United States shall be grounds for unilateral termination of the awarded agreement.

- a. Local Business Tax – Vendor shall submit within 10 calendar days after request.
- b. Specialty License(s) – Vendor shall possess at the time of the opening of the bid all necessary permits and/or licenses required for the sale of this product and/or service and upon the request of the County will provide copies of licenses and/or permits within 10 calendar days after request.
- c. The geographic preference established in the Local Vendor Preference ordinance is applicable to all Lee County procurement activities unless otherwise specifically noted in the solicitation package. Provided, however, the Local Vendor Preference ordinance is not applicable to procurement activity or solicitations involving Federal Transit Administration grant funds.
- d. Florida Statutes Section 607.1501 (1) states: A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.

4. **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 differently stated in the detailed specification portion of this bid.

Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, quoter, 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 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 bidders should include in their bid all sales or use taxes, which they will pay when making purchases of material or subcontractor's services.

5. **PUBLIC ENTITY CRIME**

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.

6. **QUALIFICATION OF BIDDERS** (unless otherwise noted)

Bids will be considered only from firms normally engaged in the sale and distribution or provision of the services as specified herein. Bidders shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to Lee County. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other action necessary to determine ability to perform is satisfactory, and reserves the right to reject bids where evidence submitted or investigation and evaluation indicates an inability of the vendor to perform.

7. **MISCELLANEOUS**

If a conflict exists between the General Conditions and the detailed specifications, then the detailed specifications shall prevail.

8. **WAIVER OF CLAIMS**

Once this contract expires, or final payment has been requested and made, the awarded contractor shall have no more than 30 days to present or file any claims against the County concerning this

contract. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning this agreement.

9. **AUTHORITY TO PIGGYBACK**

It is hereby made a precondition of any bid and a part of these specifications that the submission of any bid in response to this request constitutes a bid made under the same conditions, for the same price, and for the same effective period as this bid, to any other governmental entity.

10. **COUNTY RESERVES THE RIGHT**

a) **Any Single Large Project**

The County, in its sole discretion, reserves the right to separately bid any project that is outside the scope of this bid, whether through size, complexity, or dollar value.

b) **Disadvantaged Business Enterprises (DBE's)**

The County, in its sole discretion, reserves the right to purchase any of the items in this bid from a Disadvantaged Business Enterprise vendor if the prices are determined to be in the best interest of the County, to assist the County in the fulfillment of any of the County's grant commitments to federal or state agencies.

The County further reserves the right to purchase any of the items in this solicitation from DBE's to fulfill the County's state policy toward DBE's.

c) **Anti-Discrimination**

The vendor for itself, its successors in interest, and assignees, as part of the consideration there of covenant and agree that:

In the furnishing of services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, handicap or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The vendor will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, handicap or marital status. Such action shall include, but not be limited to, acts of employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Vendor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause.

Vendor will provide all information and reports required by relevant regulations and/or applicable directives. In addition, the vendor shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance. The vendor shall maintain and make

available relevant data showing the extent to which members of minority groups are beneficiaries under these contracts.

Where any information required of the vendor is in the exclusive possession of another who fails or refuses to furnish this information, the vendor shall so certify to the County its effort made toward obtaining said information. The vendor shall remain obligated under this paragraph until the expiration of three (3) years after the termination of this contract.

In the event of breach of any of the above anti-discrimination covenants, the County shall have the right to impose sanctions as it may determine to be appropriate, including withholding payment to the vendor or canceling, terminating, or suspending this contract, in whole or in part.

Additionally, the vendor may be declared ineligible for further County contracts by rule, regulation or order of the Board of County Commissioners of Lee County, or as otherwise provided by law.

The vendor will send to each union, or representative of workers with which the vendor has a collective bargaining agreement or other contract of understanding, a notice informing the labor union of worker's representative of the vendor's commitments under this assurance, and shall post copies of the notice in conspicuous places available to the employees and the applicants for employment.

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

11. **AUDITABLE RECORDS**

The awarded vendor shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting methods, and Lee County reserves the right to determine the record-keeping method required in the event of non-conformity. These records shall be maintained for two years after completion of the project and shall be readily available to County personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

12. **DRUG FREE WORKPLACE**

Whenever two or more responses, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statutes 287.087.

13. **REQUIRED SUBMITTALS**

Any submittals requested should be returned with the bid response. This information may be accepted after opening, but no later than 10 calendar days after request.

14. **TERMINATION**

Any agreement as a result of this bid 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 vendor, 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.

The Procurement Management Director may immediately terminate any agreement as a result of this bid for emergency purposes, as defined by the Lee County Purchasing and Payment Procedure Manual.

Any vendor 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 of Lee County Commissioners for waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by Procurement Management.

15. **CONFIDENTIALITY**

Vendors should be aware that all submittals (including financial statements) provided with a solicitation are subject to public disclosure and will **not** be afforded confidentiality.

16. **ANTI-LOBBYING CLAUSE**

All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Lee County Government, Lee County staff members, nor any members of the Qualification/Evaluation Review Committee are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on *formal notice* that they are ***not*** to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County for negotiations. Any such lobbying activities may cause immediate disqualification for this project.

17. **INSURANCE (AS APPLICABLE)**

Insurance shall be provided, per the attached insurance guide. Upon request, an insurance certificate complying with the attached guide may be required prior to award.

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

The undersigned acknowledges receipt of Addenda numbers: _____

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED BIDDER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS BID WITH OTHER BIDDERS AND HAS NOT COLLUDED WITH ANY OTHER BIDDER OR PARTIES TO A BID WHATSOEVER. NOTE; NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIALS (AS APPLICABLE).

FIRM NAME: _____

BY (Printed): _____

BY (Signature): _____

TITLE: _____

FEDERAL ID # OR S.S.# _____

ADDRESS: _____

PHONE NO.: _____

FAX NO.: _____

CELLULAR PHONE/PAGER NO.: _____

DUNS#: _____

LEE COUNTY LOCAL BUSINESS TAX ACCOUNT NUMBER:

E-MAIL ADDRESS: _____

DISADVANTAGED BUSINESS ENTERPRISE (DBE): _____ Yes _____ No

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS
FOR
CONTROL, TELEMETRY, SECURITY AND SCADA INTEGRATION SERVICES**

SCOPE

Lee County Board of County Commissioners is requesting Qualification Statements from interested SCADA contractors or systems integrators to provide various repairs, services and new installations. Work will be performed at the Water and Wastewater Plants as well as remote sites that are part of the plant's operations.

It is understood that this Statement of Qualifications will be used by the County as the basis to qualify Vendors for further consideration.

This RFQ is issued by the County to provide potential Firms with information, guidelines and rules to prepare and submit a Statement of Qualifications. The submittal must satisfy all criteria established in this RFQ to qualify for evaluation

Vendor is required to indicate whether the Firm and/or any proposed sub-contractors 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.

QUALIFICATION AND SELECTION PROCESS

Qualifications will be evaluated on the basis of the response to all requirements in this RFQ. The County shall use the following criteria in its evaluations and comparisons of vendors. No inference is to be drawn concerning relative importance of criteria based on the order presented.

Contract award shall be made to responsible vendors whose qualifications are most advantageous to the County, taking into consideration the applicable evaluation criteria set forth below.

PROJECT GUIDELINES AND CRITERIA

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

Qualified contractors will be placed on an annual list. These Contractors will be requested to submit quotes for individual projects up to \$10,000.00. Competitive bids should be taken among the approved vendors for all projects totaling over \$10,000.00. All quotes and/or bids should be submitted by the requesting department to procurement for processing prior to commencement of work.

All items utilized during the quoting/bidding process of individual projects will become a part of the contract documents.

The County reserves the right to compute and include liquidated damages at any time on any project at any dollar amount under this solicitation.

No amount of work is guaranteed upon the execution of a contract.

This contract does not entitle any firm to exclusive rights to County contracts. The County reserves the right to perform any and all available required work in-house or by any other means it so desires.

County reserves the right to add or delete, at any time, any or all tasks or services associated with this agreement.

Any work that is requested to be over \$200,000.00 will require a Public Payment & Performance Bond acceptable to Lee County.

SELECTION PROCESS

The Qualifications Review Committee will short list the vendors, which in their opinion are most qualified for further consideration. After the Qualification and Short List Process, the County will then hear interviews/presentations. From those presentations, Lee County will select vendors with which to enter into an agreement to provide services, which in the sole opinion of the County, would be in the best interest of Lee County.

QUALIFICATIONS

To qualify for consideration for selection as a qualified Vendor, a Vendor must meet certain designated minimum experience and qualifications. These minimum qualifications are outlined in the following sections. A Vendor must also demonstrate that he/she is financially qualified.

RESPONSE REQUIREMENTS AND FORMAT OF THE QUALIFICATION STATEMENT

Company Information –

Firm Name
Contact Person
Responsible Office
Telephone Number
Fax Number
E-Mail Address

Executive Summary –

The Executive Summary should not exceed two (2) pages. The Executive Summary should include a brief description of your understanding of the role and key responsibilities of the Vendor in the Control, Telemetry, Security and SCADA Integration Services.

NOTE: See below for additional requirements.

EVALUATION CRITERIA

Only firms achieving a minimum of 30 points will be invited to participate in an interview after submission of qualifications.

In addition to the requested information listed under Response Requirements and Format of the Qualification Statement, firms should address the following in their submittal:

CRITERIA 1 - Company Qualifications (Maximum Points 5)

- a. Copy of Contractors License for Lee County (as applicable)
- b. Proof of insurance and policy limitations including Workman Compensation in the form of an insurance certificate
- c. Contractor should demonstrate proof, in the form of a letter from your surety company, of the ability to obtain a public payment and performance bond in the minimum amount of \$200,000.00. In addition, provide the following information with respect to your bonding: Company or Surety Name, Contact Person, Address, Telephone number and bonding capability. Contractors that do not want to perform work over \$200,000.00 should indicate such by providing a statement on their letterhead instead of providing a letter from their surety.
- d. Largest project undertaken accompanied by a brief overview
- e. How many years experience in Control, Telemetry, Security and SCADA Integration Services as a distinct discipline does your company have?
- f. List of past or pending litigations or judgments within the last 5 years. Provide a brief description if applicable.
- g. The Contractor should have an office located in Florida and not more than 150 miles from Lee County. This office should have adequate staffing available to carry out any projects requested by the County in a timely manner. Provide the address of the qualifying office and indicate the number of miles from Lee County.
- h. Include hourly rates to be incorporated into the contract for emergency repairs as outlined in the vendor requirements. Please include hourly rates for:

Programmer	Normal Rate \$ _____	Overtime Rate \$ _____
Instrumentation Tech.	Normal Rate \$ _____	Overtime Rate \$ _____

CRITERIA 2 - Contractor Qualifications (Maximum Points 10)

- a. Contractors should provide, in detail, their credentials for providing control, telemetry, security and SCADA integration services and any information which documents successful and reliable experience in past performance, especially those performances related to the requirements of this RFQ.
- b. Contractor should be a certified Citect Silver level or better integrator. Proof of the certification should be submitted with the RFQ package

CRITERIA 3 – System Experience (Maximum Points 10)

- a. The contractor should have proof of completed projects with Allen Bradley or Modicon PLC system. The onsite programmer should be Citect trained and certified. The Contractor should program the PLC in ladder logic, no other language will be used unless pre-approval by the County.

CRITERIA 4 – Contractor’s History/Experience (Maximum Points 5)

- a. Include a description of the Contractor’s history and number of years in operation. Related experience should be restricted to those assignments undertaken within the last five (5) years. Evidence of full project completion and schedule under or over run is required.
- b. Provide a portfolio of previous work that includes pictures of instrumentation installations, control cabinet construction, control cabinet layout, PLC terminations, field wire terminations, and any other relevant work such as security systems, fiber optic systems, and communication systems. Include a list of every drawing typically issued with a project and an example of it. Include at least one copy of a theory of operation, training manual, and O&M manual provided as part of a completed project.
- c. Include a detailed list of projects that have been previously completed for Lee County Utilities or other similar water or waste water utility projects.

CRITERIA 5 - Staff Credentials (Maximum Points 5)

- a. Contractor's should include a list of the proposed technicians who will be working on the County’s equipment or providing new installations as assigned. These technicians should have verifiable experience in completed water and waste water projects in the state of Florida. The Contractor should provide proof of knowledge and qualifications for personnel, including; certifications or licenses as related to the work to be performed.

CRITERIA 6 – References (Maximum Points 5)

- a. A list of three (3) applicable references is to be provided. Typical references include customers and other governmental agencies that have contracted for similar services, and engineering consultants or other professionals whose design was incorporated or undertaken by the Contractor within the last five (5) years. The list should include:
 - i. Company name and address.
 - ii. Contracting officer and relevant telephone number.
 - iii. Technical representative and relevant telephone number.
 - iv. A brief, written description of the project.
 - v. Project value quoted for integration services work for each project.

CRITERIA 7 - Software Application Qualifications (Maximum Points 10)

- a. Provide a detailed listing of SCADA and PLC programming software that you are qualified to modify, install, or program. The software used for programming the PLC’s should match the set County standards. Lee County Utilities only accepts Allen Bradley or Schneider Modicon PLC software. Any other standards will be given at the time of each individual project request.

TERM OF AWARD

If awarded, the terms of this solicitation shall be in effect for an initial period of two years . The County reserves the right to renew this award (or any portion thereof) and to negotiate lower pricing as a condition for each renewal, for up to three additional one-year periods, upon mutual agreement of both parties and, except as to lower pricing, under the same terms and conditions.

BASIS OF AWARD

Qualification statements will be reviewed by the County and qualified contractors will be placed on an annual list.

MAJOR BREAKDOWNS/NATURAL DISASTERS

Lee County requires that the awarded vendor provide the name of a contact person and phone number which will afford Lee County access twenty-four hours per day, 365 days per year, of this product or service in the event of major breakdowns or natural disasters.

Lee County reserves the right to purchase the product or service listed in this quotation elsewhere in an emergency situation.

DESIGNATED CONTACT

The awarded vendor shall appoint a person or persons to act as a primary contact for all County departments. This person or back-up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.

VENDOR REQUIREMENTS

The awarded vendor shall be appropriately licensed, shall obtain all necessary permits, and shall pay all required fees to any governmental agency having jurisdiction over the work. Inspections required by local ordinances during the course of the work shall be arranged by the vendor, as required. Satisfactory evidence to show that all work has been finalized in accordance with the ordinances and code requirements, shall be furnished to Lee County upon completion.

The awarded vendor shall be capable of furnishing, upon request, all state and local licenses required for the specified work to be performed.

The awarded vendor should be in a position to be available on a twenty-four (24) hour basis, three hundred sixty-five (365) days per year, including holidays for emergency repairs at times other than normal working hours. The awarded vendor should supply the County an emergency phone contact list. Emergency repairs performed by awarded vendor s will be on a time and material basis as per contract.

The awarded vendor will be required to provide only those technicians that have been approved by the County to perform services within the scope of the RFQ. In the event of new personnel being hired during the course of the contract, the vendor will be required to submit the resumes of the new employee(s) for County approval before performing any work requested by the County. The vendor should provide proof of knowledge and qualifications for new personnel, including; certifications or licenses as related to the work to be performed.

For individual projects, the awarded vendor should supply the County with full documentation, which will include all PLC logic and descriptors, 3-D generational files for the SCADA or HMI, any associated files for SCADA or HMI systems, drawings in Auto Cad format, training manuals, and O&M manuals both electronically and on a CD. The awarded vendor should also provide the County with a full hard copy of the O&M manuals. The awarded vendor should use the HMI standard that the County has developed. This standard will be given at time of project or as needed basis.

SUB-CONTRACTORS

The use of sub-contractors under this quote is not allowed without prior written authorization from the County representative.

AGREEMENTS/CONTRACTS

The awarded vendor 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.lee-county.com/gov/dept/ProcurementManagement/contracts/Pages/Forms.aspx> .

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

The attached document, Affidavit Certification Immigration Laws, is required and should be submitted with your solicitation package. It must be signed and notarized. Failure to include this affidavit with your response will delay the consideration and review of your submission; and could result in your response being disqualified.

Standard Insurance Requirements

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

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

\$500,000 per occurrence
\$1,000,000 general aggregate
\$500,000 products and completed operations
\$500,000 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:

\$500,000 combined single limit (CSL)
\$300,000 bodily injury per person
\$500,000 bodily injury per accident
\$300,000 property damage per accident

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

\$100,000 per accident
\$100,000 disease limit
\$500,000 disease – policy limit

**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.

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: _____ PROJECT NAME: _____

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.**

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

Company Name: _____

Signature Title Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____
20____, by _____ who has produced
(Print or Type Name)
_____ as identification.
(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

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

LEE COUNTY PROCUREMENT MANAGEMENT - BIDDERS CHECK LIST

IMPORTANT: Please read carefully and return with your bid proposal. Please check off each of the following items as the necessary action is completed:

- _____ 1. The Solicitation has been signed and with corporate seal (if applicable).
- _____ 2. The Solicitation prices offered have been reviewed (if applicable).
- _____ 3. The price extensions and totals have been checked (if applicable).
- _____ 4. Substantial and final completion days inserted (if applicable).
- _____ 5. The original (must be manually signed) and 1 hard copy original and others as specified of the Solicitation has been submitted.
- _____ 6. Two (2) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.
- _____ 7. All modifications have been acknowledged in the space provided.
- _____ 8. All addendums issued, if any, have been acknowledged in the space provided.
- _____ 9. Licenses (if applicable) have been inserted.
- _____ 10. Erasures or other changes made to the Solicitation document have been initialed by the person signing the Solicitation.
- _____ 11. Contractor's Qualification Questionnaire and Lee County Contractor History (if applicable).
- _____ 12. DBE Participation form completed and/or signed or good faith documentation.
- _____ 13. Bid Bond and/or certified Check, (if required) have been submitted with the Solicitation in amounts indicated.
- _____ 14. Any Delivery information required is included.
- _____ 15. Affidavit Certification Immigration Signed and Notarized
- _____ 16. Local Bidder Preference Affidavit (if applicable)
- _____ 17. The mailing envelope has been addressed to:

MAILING ADDRESS Lee County Procurement Mgmt. P.O. Box 398 Ft. Myers, FL 33902-0398	or	PHYSICAL ADDRESS Lee County Procurement Mgmt. 1825 Hendry St 3 rd Floor Ft. Myers, FL 33901
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- _____ 18. The mailing envelope **MUST** be sealed and marked with:
Solicitation Number
Opening Date and/or Receiving Date
- _____ 19. The Solicitation will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise Solicitation cannot be considered or accepted.)

_____20. If submitting a "NO BID" please write Solicitation number here _____and check one of the following:

_____ Do not offer this product _____Insufficient time to respond.

_____ Unable to meet specifications (why)

_____ Unable to meet bond or insurance requirement.

Other: _____

Company Name and Address:
