

Advertise Date: 7/22/2016

### Lee County Board of County Commissioners DIVISION OF PROCUREMENT MANAGEMENT

### **INVITATION TO NEGOTIATE (ITN)**

ITN160425/RDF Solicitation No.: **Energy Asset Manager** Solicitation Name 8/23/2016 Time: 2:30 PM Open Date/Time: Location: Lee County Procurement Management 1500 Monroe Street 4th Floor Fort Myers, FL 33901 Procurement Bob Franceschini Contact: Title Purchasing Manager Phone: (239) 533-8881 Email: rfranceschini@leegov.com Solid Waste Requesting Dept. Pre-Solicitation Meeting: No meeting scheduled at this time Type: N/A Date/Time: N/A Location:

All solicitation documents are available for download at <a href="https://www.leegov.com/procurement">www.leegov.com/procurement</a>

<u>7/22/2016</u>

Notice to Vendors ITN#160525/RDF Energy Asset Manager

### **INVITATION TO NEGOTIATE**

Lee County, Fort Myers, Florida, is requesting responses from qualified individuals/firms for Energy Asset Manager

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

Those individuals/firms interested in being considered for (ITN) are instructed to submit, in accordance with specifications, their responses, pertinent to this project prior to

### 2:30 PM Tuesday, August 23, 2016

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

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

### There will be no Pre-Response Meeting held for this ITN.

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-response conference and site visit has not been scheduled for this solicitation. Questions regarding this Invitation to Negotiate 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.

Bob Franceschini rfranceschini @LeeGov.com

Sincerely,

Mary G. Tucker, CPPO, FCCM, FCCN

Procurement Management Director

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

### **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 "Invitation to Negotiate", and opened immediately thereafter by the Procurement Management Director or designee.

Any question regarding this solicitation should be directed to the Procurement Contact listed on the cover page of this solicitation.

### 1) SUBMISSION OF RESPONSE:

- a) Responses must be sealed in an envelope, and the outside of the envelope must be marked with the following information:
  - i) The envelope exterior: (label included in forms section)
    - (1) Marked with the words "Sealed ITN Response"
    - (2) Name of the firm submitting the response
    - (3) Title of the ITN
    - (4) ITN number
  - ii) The envelope shall include:
    - (1) One (1) original hard copy of the response submittal
    - (2) Six (6) electronic CD ROM or flash drive sets of the response submittal
      - (a) One single adobe PDF file and should be copied in the same order as the original hard copy.
      - (b) Limit the color and number of images to avoid unmanageable file sizes.
      - (c) Use a rewritable CD and do not lock files.
      - (d) If a cost/bid schedule was provided, the completed schedule should be included as a Microsoft Excel file on the CD-ROM or flash drive.
- b) Responses are to include the following:
  - i) The completed Proposal/Quote Form. Proposal must be properly signed and where applicable corporate and/or notary seals.
  - ii) Required forms
  - iii) All other pertinent documentation required in the Invitation to Negotiate.
- 2) RESPONSES RECEIVED LATE: It is the respondent's responsibility to ensure that the response is received by the Division of Procurement Management prior to the opening date and time specified. Any response received after the opening date and time will be promptly returned to the responder unopened. Lee County will not be responsible for responses received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.
- 3) WITHDRAWAL OF RESPONSE: No response may be withdrawn for a period of 90 days after the scheduled time for receiving responses. A response may be withdrawn prior to the response-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.
- 4) COUNTY RESERVES THE RIGHT: The County reserves the right to exercise its discretion, to waive minor informalities in any response; to reject any or all responses with or without cause; and/or to accept the response that in its judgment will be in the best interest of the County of Lee.
- 5) **EXECUTION OF RESPONSE:** All responses shall contain the signature of an authorized representative of the respondent in the space provided on the proposal form. All responses shall be typed or printed in ink. The respondent may not use erasable ink. All corrections made to the response shall be initialed.

### 6) RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES:

- a) 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.
  - i) Local Business Tax Vendor shall submit within 10 calendar days after request.
  - ii) Specialty License(s) Vendor shall possess at the time of the opening of the response all necessary permits and/or license 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.
  - iii) 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.
  - iv) 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.

### 7) PRE-RESPONSE CONFERENCE

- a) A pre-response conference may be held at the location, date, and time specified on the cover of this solicitation. Pre-response conferences are generally <u>non-mandatory</u>, but it is highly recommended that everyone planning to submit a response attend.
- b) In the event a pre-response conference is classified as <u>mandatory</u>, it will be so specified on the cover of this solicitation and it will be the responsibility of the respondent to ensure that they are represented at the pre-response. Only those respondents who attend the pre-response conference will be allowed to submit a response on this project.

### 8) LEE COUNTY PAYMENT PROCEDURES:

- a) All vendors are requested to mail an original invoice to:
  - i) Lee County Finance Department
  - ii) Post Office Box 2238
  - iii) Fort Myers, FL 33902-2238
- b) All invoices will be paid as directed by the Lee County payment procedure unless otherwise differently stated in the detailed specification portion of this proposal.
- c) Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, proposer, or bidder for the preparation of these specifications.
- d) 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 contractors or proposers should include in their proposal all sales or use taxes, which they will pay when making purchases of material or subcontractor's services.

### 9) LEE COUNTY BID/PROPOSAL PROTEST PROCEDURE

- a) Any contractor/vendor/firm that has submitted a formal bid/proposal to Lee County, and who is adversely affected by an intended decision with respect to the award of the formal bid/proposal, must file a written "Notice of Intent to File a Protest" with the Lee County Procurement Management Director not later than seventy-two (72) hours (excluding Saturdays, Sundays and Legal Holidays) after receipt of the County's "Notice of Intended Decision" with respect to the proposed award of the formal bid/proposal.
- b) The "Notice of Intent to File a Protest" is one of two documents necessary to perfect Protest. The second document is the "Formal Written Protest", both documents are described below.

- c) The "Notice of Intent to File a Protest" document must state all grounds claimed for the Protest, and clearly indicate it as the "Notice of Intent to File a Protest". Failure to clearly indicate the Intent to file the Protest shall constitute a waiver of all rights to seek any further remedies provided for under this Protest Procedure.
- d) The "Notice of Intent to File a Protest" shall be received ("stamped in") by the Procurement Management Director or Public Works Director not later than Four o'clock (4:00) PM on the third working day following the day of receipt of the County's Notice of Intended Decision.
- e) The affected party shall then file its Formal Written Protest within ten (10) calendar days after the time for the filing of the Notice of Intent to File a Protest has expired. Except as provided for in the paragraph below, upon filing of the Formal Written Protest, the contractor/vendor/firm shall post a bond, payable to the Lee County Board of County Commissioners in an amount equal to five percent (5%) of the total bid/proposal, or Ten Thousand Dollars (\$10,000.00), whichever is less. Said bond shall be designated and held for payment of any costs that may be levied against the protesting contractor/vendor/firm by the Board of County Commissioners, as the result of a frivolous Protest.
- f) A clean, Irrevocable Letter of Credit or other form of approved security, payable to the County, may be accepted. Failure to submit a bond, letter of credit, or other approved security simultaneously with the Formal Written Protest shall invalidate the protest, at which time the County may continue its procurement process as if the original "Notice of Intent to File a Protest" had never been filed.
- g) Any contractor/vendor/firm submitting the County's standard bond form (CMO: 514), along with the bid/proposal, shall not be required to submit an additional bond with the filing of the Formal Written Protest.
- h) The Formal Written Protest shall contain the following:
  - i) County bid/proposal identification number and title.
  - ii) Name and address of the affected party, and the title or position of the person submitting the Protest.
  - iii) A statement of disputed issues of material fact. If there are no disputed material facts, the Formal Protest must so indicate.
  - iv) A concise statement of the facts alleged, and of the rules, regulations, Statutes, or constitutional provisions, which entitle the affected party to relief.
  - v) All information, documents, other materials, calculations, and any statutory or case law authority in support of the grounds for the Protest.
  - vi) A statement indicating the relief sought by the affected (protesting) party.
  - vii) Any other relevant information that the affected party deems to be material to Protest.
    - (1) Upon receipt of a timely filed "Notice of Intent to File a Protest", the Procurement Management Director or Public Works Director (as appropriate) may abate the award of the formal bid/proposal as appropriate, until the Protest is heard pursuant to the informal hearing process as further outlined below, except and unless the County Manager shall find and set forth in writing, particular facts and circumstances that would require an immediate award of the formal bid/proposal for the purpose of avoiding a danger to the public health, safety, or welfare. Upon such written finding by the County Manager, the County Manager may authorize an expedited Protest hearing procedure. The expedited Protest hearing shall be held within ninety-six (96) hours of the action giving rise to the contractor/vendor/firm's Protest, or as soon as may be practicable for all parties. The "Notice of Intent to File a Protest" shall serve as the grounds for the affected party's presentation and the requirements for the submittal of a formal, written Protest under these procedures, to include the requirement for a bond, shall not apply.
    - (2) The Dispute Committee shall conduct an informal hearing with the protesting contractor/vendor/firm to attempt to resolve the Protest, within seven working days (excluding Saturdays, Sundays and legal holidays) from receipt of the Formal Written Protest. The Chairman of the Dispute Committee shall ensure that all affected parties may make presentations and rebuttals, subject to reasonable time limitations, as appropriate. The purpose of the informal hearing by the Dispute Committee, the protestor and other affected parties is to provide and opportunity: (1) to review the basis of the Protest; (2) to evaluate the facts and merits of the Protest: and (3) to make a determination whether to accept or reject the Protest.
    - (3) Once a determination is made by the Dispute Committee with respect to the merits of the Protest, the Dispute Committee shall forward to the Board of County Commissioners its recommendations, which shall include relevant background information related to the procurement.

- (4) Upon receiving the recommendation from the Dispute Committee, the Board of County Commissioners shall conduct a hearing on the matter at a regularly scheduled meeting. Following presentations by the affected parties, the Board shall render its decision on the merits of the Protest.
- (5) If the Board's decision upholds the recommendation by the Dispute Committee regarding the award, and further finds that the Protest was either frivolous and/or lacked merit, the Board, at its discretion, may assess costs, charges, or damages associated with any delay of the award, or any costs incurred with regard to the protest. These costs, charges or damages may be deducted from the security (bond or letter of credit) provided by the contractor/vendor/firm. Any costs, charges or damages assessed by the Board in excess of the security shall be paid by the protesting contractor/vendor/firm within thirty (30) calendar days of the Board's final determination concerning the award.
- (6) All formal bid/proposal solicitations shall set forth the following statement:
- i) "FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIMEFRAMES AS PRESCRIBED HEREIN AND ESTABLISHED BY LEE COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA, SHALL CONSTITUTE A WAIVER OF YOUR PROTEST AND ANY RESULTING CLAIMS."

### 10) PUBLIC ENTITY CRIME:

a) 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.

### 11) QUALIFICATION OF RESPONDENTS: (unless otherwise noted)

a) Responses will be considered only from firms normally engaged in the sale and distribution or provision of the services as specified herein. Respondents 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 responses where evidence submitted or investigation and evaluation indicates an inability of the respondent to perform.

### 12) ORDER OF PRECEDENCE:

a) If a conflict exists between the General Conditions and the technical/detailed specifications, then the technical/detailed specifications shall prevail. If a conflict exists between the technical/detailed specifications and the special conditions, then the special conditions shall prevail.

### 13) WAIVER OF CLAIMS:

a) 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.

### 14) AUTHORITY TO PIGGYBACK

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

### 15) COUNTY RESERVES THE RIGHT

### a) Any Single Large Project

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

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

- i) The County, in its sole discretion, reserves the right to purchase any of the items in this proposal 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.
- ii) The County further reserves the right to purchase any of the items in this proposal from DBE's to fulfill the County's stated policy toward DBE's.

### c) Anti-Discrimination

- i) The vendor for itself, its successors in interest, and assignees, as part of the consideration there of covenant and agree that:
  - (1) 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.
  - (2) 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 insure 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.
  - (3) 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.
  - (4) 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.
  - (5) 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.
  - (6) 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.
  - (7) 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.
  - (8) 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.
  - (9) The vendor will include the provisions of this section in every subcontract under this contract to insure 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.

### 16) AUDITABLE RECORDS

a) 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.

### 17) DRUG FREE WORKPLACE

a) Whenever two or more proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a proposal 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.

### 18) REQUIRED SUBMITTALS

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

### 19) TERMINATION

- a) Any agreement as a result of this response may be terminated by either party giving ninety (90) 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
    response for emergency purposes, as defined by the Lee County Purchasing and Payment Procedure
    Manual.
  - ii) Any vendor who has voluntarily withdrawn from a formal response 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.

### 20) CONFIDENTIALITY

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

### 21) ANTI-LOBBYING CLAUSE

a) 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.

### 22) INSURANCE (AS APPLICABLE)

a) 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.

### 23) CONFLICT OF INTEREST

- a) All firms are hereby placed on formal notice that per Section 3 of Lee County Ordinance No. 92-22:
- b) The County is prohibited from soliciting 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:
- c) 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 contractor/consultant or a prominent member of the team, cannot be selected or retained, as the primary contractor/consultant or a named member of the contracting/consulting team, to perform project design, engineering, or construction services for subsequent phase s or scopes of work for this project. Pursuant to FS. S. 287.057(17) the firm will be deemed to have a prohibited conflict of interest that creates an unfair competitive advantage.

d) Should your response 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 submittal from consideration for this project.

### 24) COUNTY INTERPRETATION/ADDENDA

- a) No interpretation or clarification of the meaning of the plans, specifications, or other contract documents will be binding if made to any BIDDER orally. Every such request must be in writing, addressed to the Lee County Division of Procurement Management and received no later than eight (8) calendar days prior to the response opening date.
- b) All such interpretations, any supplemental instructions and/or any modifications to the Bidding Documents deemed advisable by the COUNTY will be issued as a written Addendum and made available to all known BIDDERS through the COUNTY's Web Site, not later than five calendar days (excluding Saturdays, Sundays and Holidays), prior to the bid opening date. Questions will not be accepted during the last seven days prior to bid opening date, unless otherwise specified by the Lee County Division of Procurement Management Office. All Bidders should check the COUNTY'S Web Site or contact the COUNTY'S Division of Procurement Management Office at least five calendar days before the bid receiving date to verify information regarding Addenda. Failure to do so may result in rejection of the bid as non-responsive. Bidder shall acknowledge receipt of all Addenda by COUNTY'S Web Site at www.leegov.com/procurement
- c) It is the sole responsibility of the BIDDER to ensure he/she obtains information related to Addenda. All Addenda shall become part of the Contract Documents.

### 25) DESIGNATED CONTACT

a) 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.

### 26) AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

a) 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.

### 27) EVALUATION PROCESS AND CRITERIA

- a) Responses will be evaluated on the basis of the response to all requirements in this ITN. The County shall use the following criteria in its evaluations and comparisons of Respondents. No inference is to be drawn concerning relative importance of criteria based on the order presented.
- b) Contract award shall be made to the responsible Proposer whose proposal is most advantageous to the County, taking into consideration the applicable evaluation criteria set forth below. Please note, however, that the listing of fees as an evaluation criterion does not require the County to select the Proposer with the lowest fee proposal.
- Responses will be evaluated on the basis of responsiveness to the questions and requirements in this ITN by an evaluation panel using the following criteria: The following criteria are listed in random order, not in order of importance.
  - i) Understanding of the Scope of Work
    - (1) Responsiveness to the requirements of this ITN.
    - (2) Quality of Response as it addresses the needs presented in the Scope of Work.
    - (3) Demonstrated understanding of the project.
  - ii) Technical Merits
    - (1) Proposed work plan and methodology, including proposed formats for reviews and reporting.

- (2) Ability to meet project requirements, including respondent's demonstrated willingness to devote adequate resources to the project to ensure quality, timely completion.
- iii) Cost, if applicable

### iv) Company Management

- (1) Business infrastructure.
- (2) Financial status/stability.
- (3) Project team organization and composition dedicated to this Contract.
- (4) Location of Respondent's office from which project will be conducted.

### v) Experience/Expertise

- (1) Responsibility, capabilities, integrity and reliability of the firm.
- (2) Experience doing similar projects for governments comparable in functions to Lee County.
- (3) Demonstrated experience in the timely development, maintenance and administration of assessments/tests and in training staff relative to their use, analysis and revision.
- (4) Number of year's proposer has been in the business of providing this type of service.
- (5) Principle personnel including; quality, experience and expertise.
- (6) Letters of reference

### 28) SELECTION/AWARD PROCESS

a) Upon successful completion of negotiations, the award and executed Contract(s) will be submitted to the Board of County Commissioners for approval.

**NOTE:** Proposed selection meeting dates are posted on the Procurement Management web page at www.leegov.com/procurement (Projects, Award Pending).

### 29) TERM OF AWARD

a) If awarded, the terms of this solicitation shall be in effect for one year. The County reserves the right to renew this response (or any portion thereof) 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.

### 30) AGREEMENTS/CONTRACTS

a) 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 <a href="http://sp.leegov.com/procurement/forms">http://sp.leegov.com/procurement/forms</a>

### ITN Submission Schedule

Submission Description	Date(s)	Time
Issuance of Invitation to Negotiate (ITN)	7/22/16	N/A
Pre-Response Meeting	N/A	N/A
Response Due	8/23/16	2:30 PM
Selection Committee review, rank and select top Respondent(s)	TBD	TBD
Discussions by Selection Committee with top Respondent(s)	TBD	TBD
Negotiation with top Respondent	TBD	TBD
Recommendation presented to Board of County Commissioners for consideration	TBD	

### LEE COUNTY, FLORIDA DETAILED SPECIFICATIONS FOR ITN160425 ENERGY ASSET MANAGER

### **OVERVIEW**

Lee County, Florida Solid Waste Division (County) is issuing this Invitation to Negotiate (ITN) for the purposes of inviting and identifying qualified parties interested in performing asset management services for the electrical output of the County-owned Resource Recovery Facility - renewable energy facility - located at 10500 Buckingham Road in Fort Myers, Florida (RRF). The County's objective is to identify an established, qualified entity willing and able to provide the required services – i.e. the sale of the RRF's electrical energy output to third parties at rates that are greater than the "as-available" rates that are applicable to the facility.

Importantly, the RRF is a qualifying small power production facility and a renewable energy facility under applicable Florida and Federal law. In order to qualify for consideration by the County, an interested party must submit its qualifications as requested herein and otherwise conform to the submission requirements of this ITN.

### GENERAL DESCRIPTION OF FACILITY

The County's Solid Waste Division is responsible for the disposal of solid waste materials that are generated within the unincorporated areas of the County, as well as within adjacent Hendry County, FL and several incorporated areas within the County, including the Cities of Fort Myers, Cape Coral, Bonita Springs, the Town of Fort Myers Beach and the Village of Estero.

The cornerstone of the solid waste disposal system is the RRF which combusts the collected municipal solid waste, generating steam that is converted to electricity via conventional steam turbine-generators. The electrical output provides power to operate the RRF as well as to power adjacent County owned facilities within the Buckingham solid waste complex. Remaining electrical output is exported to the grid at 230KV via FPL's Buckingham substation. The RRF gross capacity is approximately 59 MW and fiscal year 2015 total power generated was approximately 387,000 MWH's, 350,000 MWH's of which was available for export/sale to third parties. Third parties include but are not limited to, Florida's investor-owned utilities such as FPL, Duke Energy, TECO; cooperative and municipal utilities in Florida and beyond; and, all other qualified purchasers of wholesale power.

The RRF, which is operated under a long-term contract by Covanta Lee, Inc. (a subsidiary of Covanta Energy, Inc.) consists of 3 mass-burn reverse reciprocating combustion trains, which are coupled to two steam turbine-generators rated 39 MW and 20 MW respectively. Steam generated by two of the combustion trains are fed to the larger turbine generator, while the third and newest train provides steam to the 20 MW turbine. The first two combustion trains were brought on line in 1994, while the third combustion train was added in 2007. Assuming no other commitments for power purchase after 1/1/2017, available net capacity (and associated energy) is approximately 44 MW.

The RRF is subject to an existing Title V permit as well as additional permit provisions applicable to large municipal waste combustors by USEPA. Additional permits for the RRF include certification by the Florida Public Service Commission (power plant siting and conditions of certification), PSD Permit, and Stormwater Discharge Permit.

Overall RRF availability has been in excess of 92% for the past 7 fiscal years.

RRF instantaneous electrical output is subject to fluctuations due to the variable nature of municipal solid waste's energy content. The facility typically executes two scheduled outages each year for each combustion train to perform scheduled repairs and replacements. In addition, the facility is subject to normally shorter term forced outages due to equipment failures, boiler tube leaks, etc. Scheduled outages are generally performed on only one combustion train at a time, resulting in reduction of facility output on the order of one third. Occasional outages on multiple trains or the

entire plant occur due to loss of offsite power or other such issues. The turbine generators are subject to scheduled major overhauls of approximately 2 week duration every 5-8 years.

The RRF is subject to two agreements with respect to its electrical energy production - A power purchase agreement with Seminole Electric Cooperative (SEC) expiring on December 31, 2016; and an Electrical Interconnection Agreement with Florida Power & Light Co. (FPL) expiring on March 1, 2032.

### MINIMUM QUALIFICATIONS AND EXPERIENCE WANTED

- Intimately familiar with wholesale electric sales contract terms/conditions/pricing
- Aware of electric energy market trends and prices (FL, GA, Southern states)
- Cognizant of buyer performance requirements and RRF capabilities
- Knowledgeable with applicable wholesale electric markets
- Able to timely identify those markets/buyers offering best prices
- Knowledgeable of transmission availability and reservation procedures
- History of successfully preparing/submitting responses to capacity and/or energy RFPs\*
- Able to provide both short-term and long-term marketing services
- Conversant with energy only vs. firm energy/capacity markets and sales
- Financially able to backstop all failed transactions negotiated for seller
- Willing to provide financial "guarantee" via letter of credit or equivalent\*
- Provide financial guarantees for full indemnification of seller
- Proven proficiency in minimizing or eliminating seller risk in sales transactions
- Capable of providing 24/7 monitoring of seller's energy resources and short term market opportunities
- Provide optimized resource allocation and performance commitment
- Acquainted with standard forms of wholesale power sales agreement
- Unimpeded by potentially conflicting energy management agreement(s)
- Currently knowledgeable with the operating characteristics and restraints of any RRF
- Energy management proficiency demonstrated for a period of at least 5 years\*
- Proven successful provision of energy marketing/sales for 2 or more Florida clients\*
- History of having marketed 500,000 MWhs or more annually in each of the past 3 years\*
- Demonstrated ability to develop sales arrangements that optimize value to seller

NOTE: The qualifications listed above in bold and with an asterisk are those which respondents MUST possess and demonstrate proof of within their response documents in order to be evaluated by the committee.

### **INVITATION TO RESPOND**

Each Respondent shall be responsible for examining the ITN documents including any Addenda issued to such documents, and any and all conditions which may in any way affect its Response, including but not limited to:

- Carefully examining this ITN, including any Addenda and any other information or data identified;
- Familiarizing itself with electric interconnection with FPL location and access to remote purchasers
- Becoming familiar with and satisfying itself as to all federal, state, and local laws and regulations that may affect the cost, progress, or performance of its work;
- Determining that the required Response documents are sufficient to demonstrate that it is qualified to provide the requested services to the County
- Acknowledging by its submission of a Response that it's Response is complete.

### PROCUREMENT OBJECTIVES

- To select a firm that best meets the County's needs for an electrical asset manager
- To negotiate an agreement for a minimum 1 year term, with up to three (3) one year annual renewals

### SCOPE OF SERVICES

- 1. Provide asset management services to identify and execute short term power sales arrangements with qualified purchasers.
- 2. Provide responses to RFP's and other solicitations for longer term sales opportunities.
- 3. To coordinate closely with plant operations, FPL and others regarding facility status
- 4. To settle with Seller on a monthly basis all financial transactions for the prior month.
- 5. Perform other duties as requested by Seller, including possible environmental attribute marketing and sales services.

### CRITERIA & RESPONSE TO SAME

The Response should address the Criteria as outlined below and incorporate the information requested within this document:

Criteria 1 – Qualifications of Company. Includes company qualification and company information; company introduction; and executive summary.

Criteria 2 – Personnel. Personnel qualifications.

Criteria 3 – Service and References. Services (past projects) and references that support your comments on the products or services you provide. Past customers related experience with your company.

Criteria 4 - ITN Requirements. Details on how you plan to provide your products or services based on the specifications or scope of work provided in this ITN.

### COUNTY CONSULTANT TEAM

The County has contracted the services of APEX and HDR to provide technical and administrative assistance in the preparation and execution of the ITN, the selection process and ultimately the contract between the County and the selected third-party, if any.

### SUBMISSION OF RESPONSE

### Response Acknowledgement

By submitting a Response, the Respondent certifies that it: (i) has fully read and understands these materials and all associated addenda and documents; (ii) has complete knowledge of the scope, nature, costs and quality of work to be performed; and (iii) has agreed to all of the terms and conditions of this ITN.

### Interviews

Lee County reserves the right to conduct personal interviews or require presentations on all Respondents prior to selection. The County will not be liable for any costs incurred by the Respondents in connection with such interviews/presentations (i.e., travel, accommodations, etc.).

### Request for Modification

Lee County reserves the right to request that some or all of the Respondents modify their responses to more fully meet the needs of the County.

### Request for Additional Information

The Respondents shall furnish such additional information as Lee County may reasonably require as requested. This includes information which indicates financial resources as well as ability to perform. The County reserves the right to make investigations of the qualifications of Respondents as it deems appropriate, including but not limited to, a background investigation conducted by appropriate governmental agencies.

### **EVALUATION AND NEGOTIATION PROCESS**

The negotiation process is as follows:

### Reservations as to Mode of Negotiations

The County reserves the right to negotiate concurrently or separately with two or more competing respondents, to combine competing Responses and to finalize or terminate the negotiations process at any time in the Response process that the County determines, in its sole judgment, which such action would be in the best interest of the County. All negotiations shall be conducted in the manner, time, place and scope as determined in County's sole discretion. The County shall have the right, in its sole discretion to select from among the short listed Responders (identified as provided below) for negotiations. No short listed Responder shall have the right to participate in negotiations if not selected to do so by the County. The County shall have the right to terminate negotiations with any respondent at any time. No respondent selected for negotiations shall have the right to present supplement or alternative Responses or terms, expect as expressly provided herein or as expressly requested and approved by Selection Committee and/or the Purchasing Division in writing during the negotiation process. No respondent shall have the right to negotiate the same terms as another or be provided knowledge of another party's status or terms by the County, nor to present a best and final offer, unless directed by County in its sole discretion.

### Reservations as to Rejection and Waiver

The County reserves the right to reject any and all replies pursuant to this Invitation to Negotiate, if determined such action is in the best interest of the County. The County reserves the right to waive minor irregularities in submitted replies.

### Selection And Negotiation Process

The County, or its designated selection committee, will interview qualified respondents for the project based on the following requirements:

- > The extent of the response to the information requested in the Invitation to Negotiate and how it addresses the purpose of the criteria for energy asset management.
- > Responsiveness of proposed energy asset management plan to goals and objectives outlined by Lee County.
- > Compatibility of proposed energy asset management plan with the goals of Lee County.
- > Strength of management team, including financial strength, experience and resumes of proposed key personnel.
- > Quality of marketing plan, where such a plan is appropriate.

- Step 1: Interested parties must submit a written Response containing all the information requested in this ITN.
- <u>Step 2:</u> The County's Selection Committee will evaluate the Responses received based on the criteria listed herein with the intention of short-listing qualified Responses if more than one submittal is judged to be qualified. There is no requirement, implied or intended, for a specific number of Responses to be on the short list.
- <u>Step 3:</u> Each short-listed respondent may be asked to provide an oral presentation to the Selection Committee and participate in a question/answer session regarding the respondent's capabilities, technical Response and financial Response. The date, time and duration of each presentation and session will be set in writing by Procurement prior to the presentations and sessions. These meetings will be used to share information, exchange innovative ideas, clarify concepts, and improve understanding about the County's needs and expectations, and the capabilities and Response of each respondent. Respondents are not limited to the terms of their Responses during the question/answer session.
- <u>Step 4:</u> Following presentations by all short-listed respondents (if required), the County will consider revising the Invitation to Negotiate, as advisable or necessary, in its sole discretion, to eliminate unnecessary requirements and incorporate innovative ideas and approaches that the Selection Committee believes would benefit the County. The Selection Committee may or may not continue to negotiate with any or all of the short-listed Respondents. If the Selection Committee discontinues negotiations with a short-listed Respondent then that firm will be removed from the short-list.
- Step 5: One or more of the short-listed respondents may be directed in writing to submit a sealed best and final Response in response to a revised Invitation to Negotiate and/or to submit a sealed final financial Response by a date and time set forth by Procurement. Any respondent that fails to provide a sealed best and final Response or sealed final financial Response by such deadline, as directed, may be deemed to have withdrawn its Response and the Selection Committee and/or County may elect in its sole discretion to cease further consideration of that respondent for negotiation or award of a contract.
- Step 6: After considering any best and final Response and/or final financial Response submitted in Step 4 and 5, Procurement shall notify the short-listed respondent or respondents selected for negotiations of the dates and times to meet with the Selection Committee negotiating team to negotiate Respondent's Responses and discuss any issues or problems. The Selection Committee Negotiating Team may exercise all discretion as provided by law or as set forth in this solicitation. The Selection Committee Negotiating Team may prepare such evaluations of the respondents' technical approach, capabilities and financial Response as they deem appropriate. After conducting such negotiations as it deems appropriate, the Selection Committee Negotiating Team will make a final recommendation to the Lee County Board of County Commissioners. Note: A person duly authorized to bind the company to an offer/acceptance/agreement should be present at this meeting. If such a person is not present, then three (3) business days will be allowed for the firm to authenticate the offer and bind the company to the offer/acceptance/agreement.
- <u>Step 7:</u> Post Notice of Response Action. (3 days) The Respondents are given this time in which to protest the award in accordance with County policy.
- <u>Step 8:</u> The contract recommended by the Selection Committee Negotiating Team will be presented to the Board of County Commissioners for approval. The Board reserves the right to direct that further or alternative negotiations be undertaken, and may undertake such negotiations itself or through alternative representatives.
- Step 9: Should the respondent selected for contract award fail to execute the contract, or default in its performance, the County may elect to offer the same or equivalent contract terms to another short-listed respondent or to conduct negotiations with any Respondent or Respondents that has submitted a timely reply in accordance with the Invitation to Negotiate or any subsequent related solicitation.
- All costs incurred by Respondents associated with any submittal in response to this ITN are the sole responsibility of the Respondent.

### GENERAL SUBMITTAL INSTRUCTIONS

The Response shall be organized as shown below. Additional information may be added as Appendices; however the County is under no obligation to consider such additional information in selecting a short list for interview or recommendation for award.

- A. Identification and description of respondent's firm including name, address, web address, telephone and email address. Identify when founded and type of firm (corporation, LLC, etc.) State where registered and registration information. Include identification of parent corporation or affiliates if applicable.
- B. Description of proposed services and method of compensation for such services (i.e., percentage of sales, fixed fee, etc.). Include description of methodology for monitoring of energy markets.
- C. Identification of at least two Florida clients for whom similar services are currently provided, and a description of services provided. Include client contact information.
- D. Historical evidence of marketing at least 500,000 MWHs annually for at least 3 prior years.
- E. Financial Qualifications. The Respondent must evidence that they are financially qualified. This may be accomplished through the submission of its most recent audited financial statements, published annual report, or similar record of performance for the last year.
- F. Ability to demonstrate compliance with the minimum qualifications and experience requirements per the instructions of this ITN.

### RIGHTS OF THE COUNTY

In addition to all rights of the County under Florida law, the County reserves the following rights:

- To short-list Respondents determined to be qualified in accordance with this ITN.
- To select the firm/entity that it believes will serve the best interest of the County.
- To reject all Responses, waive formality, and to solicit and re-advertise for new Responses.
- To accept or reject any or all ITN submissions.
- To perform simultaneous negotiations with multiple Respondents.
- To remedy or waive technical or immaterial errors in a Respondent's ITN.
- To request any necessary clarifications, references or qualification data without changing the terms.
- To make an award to perform the services required on the basis of this ITN.
- To require any responder to supplement ITN submissions and/or make oral presentations
- To conduct a site visitation of reference facilities as presented in the ITN.
- To conduct further investigations with respect to the qualifications and experience of a Respondent

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

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

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

\$1,000,000 combined single limit (CSL) \$500,000 bodily injury per person \$1,000,000 bodily injury per accident \$500,000 property damage per accident

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

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

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

### **Verification of Coverage:**

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

Lee County Board of County Commissioners

P.O. Box 398

Fort Myers, Florida 33902

b. "Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials" will be named as an <u>"Additional Insured"</u> 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.

### REQUIRED FORMS

These forms are <u>required</u> and should be submitted with all proposals. If it is determined that forms in this selection are not applicable to your company or solicitation they should be marked "N/A or Not Applicable" across the form in large letters and <u>returned</u> with your <u>submission</u> package.

### Form # Title/Description

- Solicitation Response Form

  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 certification from http://www.guphiz.org. All gignetures must be by an outhorized company.
  - from <a href="http://www.sunbiz.org">http://www.sunbiz.org</a>. All signatures must be by an authorized company representative. Sample attached for your reference.
- 1a Proposal Form (required for Non-CCNA solicitations)
  This form is used to provide itemization of project cost. A more detailed "schedule of values" may be requested by the County
- Business Relationship Disclosure Requirement (if Applicable)
  Sections 112.313(3) and 112.313(7), Florida Statutes, 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 disclose this relationship, failure to do so could result in being declared non-responsive.
- 2 Affidavit Certification Immigration Laws
  Form is acknowledgement that the proposer is in compliance in regard to Immigration Laws.
- 3 Reference Survey

Provide this form to a minimum of three references. The reference <u>respondents</u> will need to return this forms to the buyer listed on the form. This form will not be turned in with the proposal package.

- 1. Section 1: Proposer to complete with reference respondent's information prior to providing to them for their response. (This is **not** the proposer's information)
- 2. In the "Subject" block enter the name of the project the Proposer completed for that reference respondent
- 3. Section 2: Enter the name of the Proposer
- 4. The <u>reference respondent</u> should complete "Section 3" and return <u>directly to Lee County Procurement Management</u>. Reference survey should not be returned by the Proposer.
- 5. A minimum of 3 reference responses must be returned.
- 6. Responses are due: (see front cover for the solicitation type)
  - <u>Bids and NON-evaluated (by Committee) solicitations</u>: Only the awarded proposer(s) will be required to provide reference responses. Responses are due no later than 7 calendar days after the Notice of

Intended Decision or Notice of Intent has been issued.

• <u>CCNA and other Committee evaluated proposals</u>: All proposers are required to provide reference responses no later than 7 calendar days after the opening or two days prior to the first evaluation meeting, whichever is sooner.

Failure to obtain reference surveys may make your company non-responsive.

7. Section 4: The reference respondent to print and sign name

### 4 Negligence or Breach of Contract Disclosure Form

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

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

5 Affidavit Principal Place of Business

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

6 Sub-Contractor List

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 (Required form) Self explanatory.
- 8 Trench Safety (Required for Construction Projects Only)
  Self explanatory.
- 9 Disadvantaged Business Enterprise Participation (if applicable)
  Self explanatory
- 10 Bid Bond (if applicable)

Self explanatory

Proposal Label (Required)

Self explanatory. Please affix to the outside of the sealed submission documents.

Proposer Checklist (not a required form) Self explanatory.

### Form 1 – Solicitation Response Form



### LEE COUNTY PROCUREMENT MANAGEMENT SOLICITATION RESPONSE FORM

Date Submitted		Deadline Date:	8/23/2016	
SOLICITATION IDENTIFICATION:	ITN160425/RDF			
SOLICITATION NAME: Energy Asso	et Manager			
Company Name:				
NAME & TITLE: (TYPED ORPRINTED)				
Business Address: (physical)				
CORPORATE OR MAILING ADDRESS				
$\square$ SAME AS PHYSICAL				
ADDRESS MUST MATCH SUNBIZ.OF	<u>RG</u>			
E-MAIL ADDRESS:				
PHONE NUMBER:		FAX NUMBER:	OD TO CHECK LEE COLD	
NOTE REQUIREMENT: IT IS TO PROCUREMENT MANAGEMEN COUNTY WILL POST ADDENDATION IN SUBmitting this proposal, Proposer and represents that: Proposer has example of the proposer	T WEB SITE FOR ANY A TO THIS WEB PAGE makes all representations	ADDENDA ISSUED  A, BUT WILL NOT NO  required by the instruction	FOR THIS PROJECT. THE TIFY. Ions to Proposer and further was	£
No Dated:	No Dated:	No	Dated:	
No Dated:	No Dated:	No.	Dated:	
Tax Payer Identification Number				
(1) Emplo	oyer Identification Number	-or- (2) Social Security	Number:	

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

Please submit a copy of your registration from the website <a href="www.sunbiz.org">www.sunbiz.org</a> establishing your firm as authorized to conduct business in the State of Florida, as provided by the *Florida Department of State*, *Division of Corporations*. <a href="#page-4212"><u>ALL</u></a>

### PROPOSALS MUST BE SIGNED, SEALED (IF APPLICABLE) AND EXECUTED BY A CORPORATE AUTHORITY

1 <u>Collusion Statement:</u> Lee County, Fort Myers, Florida The undersigned, as Proposer, hereby declares that no person or other persons other than the undersigned are interested in this solicitation as Principal, and that this solicitation is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby propose and agree to furnish this service according to the requirements set out in the 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, Florida Statutes, 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, Florida Statutes.

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, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

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$H \cap PM$	H	<ul><li>Solicitation</li></ul>	HAPPM.	PAGG	- 7.
A CHHHU	.а.		T CREEK	4 60 60	200

Where Proposer is a Corporation, add:

Company Name: (Name printed or typed)

(Secretary name printed or typed)

(Seal)

Secretary Signature:

Business Relationship Disclosure Requirement: Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, Florida Statutes 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), Florida Statutes (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 No Yes 4 Disadvantaged Business Enterprise (DBE) proposers' please attach a current certificate 5 The proposer should carefully read all the solicitation documents. Any deviation or modification must be identified. Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the proposal being declared non-responsive, or to have the award of the solicitation to be rescinded by the County. Are there any modifications to the solicitation or specifications Yes No Modifications:

Authorized Proposer: (Name printed or typed)

Proposer Title

Authorized Proposer 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.

Form 1a - Proposal Form (not applicable for CCNA solicitations)



### Lee County Procurement Management

### PROPOSAL FORM

Company Na	ame:					
	ITN160425/RJ	D				
Solicitation #	F	Solicitation Name _	<b>Energy Asset</b>	Manager		
herein, propo	se to furnish the fo	"Terms and Conditions", llowing which meet these		ed Specificat	ions", all of wh	nich are contained
Multi-year an		11 0 0 11	1 1 1	Y (7 /	.: D	
services on an an option to ex	"as needed basis for	sponsible for furnishing and a one-year (1) period or as specified in the Scope of W or renewal.	specified in the So	cope of Work	as per specificat	ions. There will be
r	This nage is NOT	APPLICABLE. Pleas	se refer to the s	cope of wor	k or specifica	tions
Item#		escription	Unit of Measure	Quantity	Unit Cost	Total Cost
		to color and Market British West				
	· · · · · · · · · · · · · · · · · · ·	•				
No.						
		4 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -				
		***************************************				
	MANUAL					
	Gr	and Total				
Amount W	ritten					

Form 2 – Affidavit Certification of Immigration Laws



### AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: ITN160425/RDF SOLICITATION NAME: ENERGY ASSET MANAGER

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").

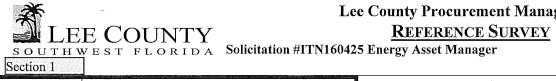
LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.

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

Company N	ame:			
	G!	milit		
	Signature	Title	Date	
STATE OF	)E			
COUNTY C	OF	<u> </u>		
		ned and acknowledged l who has	before me thisday of	<del></del>
(Print or Ty			Freezen	
		s identification.		
(Type of Ide	entification and Numb	er)		
Notary Publ	ic Signature			
Printed Nam	ne of Notary Public			
Notary Com	unission Number/Eyr	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.

### Form 3 Reference Survey



### Lee County Procurement Management

FROM:		BUYER: Bob Franceschini	4.00
COMPANY:		DATE: 8/23/2016	
PHONE #:		TOTAL # PAGES: 1	
FAX #:		PHONE #: 239-533-8881	FAX #: 239-485-8383
EMAIL:		BUYER EMAIL: rfranceschini@I	LeeGov.com
SUBJECT:	Reference for work completed regarding (Pro	poser project name):	
Description of Lequalified parties Recovery Faciliable to provide than the "as-ava	al or Your company has been given as a reference of the County Project: Lee County Solid Waste Division interested in performing asset management setty - renewable energy facility. The County's obtained the required services — i.e. the sale of the RRF's ilable" rates that are applicable to the facility.	on is issuing this ITN for the purporvices for the electrical output of the jective is to identify an established	e County-owned Resource, qualified entity willing and
Section 2 Section 3	Proposer name (reference is being provided for):		"YES" OR "NO"
	ne scope of work performed similar in nature?		TES OR NO
	is company have the proper resources and pers	onnel by which to getthe job done?	
3. Were	any problems encountered with the company's	work performance?	
4. Were	any change orders or contract amendments issu	ued, other than owner initiated?	
5. Was tl	ne job completed on time?		
6. Was tl	ne job completed within budget?		
	scale of one to ten, ten being best, how would your nsidering professionalism; final product; person Delinghighest)		
8. If the opport	unity were to present itself, would you rehire this	company?	
	de any additional comments pertinent to this co		
Section 4	PLEASE COMPLETE AND RETURN TO THE A Email <u>rfranceschi</u> r	at tention OF: Bob Franceschii ni @leegov.com or FAX # 239-485	
Reference Nam	e (Print Name)	Please submit non-Lee Coun	ty employees as references
Reference Sign	ature		

REVISED 05/31/2016

ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM

Form 4 -Negligence or Breach of Contract Disclosure Form

# LEE COUNTY

OUTHWEST FLORIDA

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

## Company Name:

Final Outcome (who prevailed)				
ces)				
Reason rcumstan				
Claim Reason (initial circumstances)				
				-
Project				
State				7
Case Number Court County/State				
ımber				
Case Ni				
Plaintiff (Who took action against your company)				
Plainti (Who toc against)	- LANGE CONTRACTOR OF THE PERSON OF THE PERS			
Date sd				,
ncident nd ate File				
lent D  vce A  D  zct				
Type of Incident Incident Date Plaintiff Alleged Negligence And (Who took a or Date Filed against your	100000000000000000000000000000000000000			
Type Allegea or Breach				

Make as many copies of this sheet as necessary in order to provide a 10 year history of the requested information. If there is no action pending or action taken in the last 10 years, complete the company name and write "NONE" on line 3 of this page and return with your proposal package. This form should also include the primary partners listed in your proposal. Do not include litigation with your company as the plaintiff. Final outcome should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous.

Page Number:

J

Total pages

Update the page number to reflect the current page and the total number of pages. Example: Page 3, of 5 total submitted pages of this form.

### Form 5 - Affidavit Principal Place of Business



### AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

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

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

Cor	npany Name:			
Printe	d name of authorized signer Title			
⇒ Autho	orized Signature Date			
affi <b>DO</b>	e signee of this Affidavit guarantee, as evidenced by the sworn davit to interrogatories hereinafter made. <u>LEE COUNTY RE</u> . CUMENTATION, AS EVIDENCE OF SERVICES PROVIDENCE.	SERVES THE	RIGHT T	
Not Stat	ary: ee of			
	anty of foregoing instrument was signed and acknowledged before n	ne this		day of
20	1			who has produced
	Type of ID and number	AND	_as identi	fication (or personally known)
⇒ Notar	y Public Signature	Notary Commission	Number and ex	xpiration
1.	Principal place of business is located within the boundaries of:		Lee Collie	r County
	Local Business Tax License #			
2.	Address of Principal Place of Business:			
3. 4.	Number of years at this location Have you provided goods or services to Lee County on a regular basis within the past 3 consecutive years	years Yes*	No	*If yes, attach contractual history for past 3 consecutive years
5.	Size of Facility (i.e. sales area, warehouse, storage yard, etc	.)		
6.	Number of available employees for this contract			

### AFFIDAVIT PRINCIPAL PLACE OF BUSINESS Page 2

			and a decide				
						*	
							4.0
		······································					
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Attach additional page(s), if necessary

## Form 6-Sub-contractor List

# SOUTHWEST FLORIDA

## SUB-CONTRACTOR LIST

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

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

### Form 7: Public Entity Crime Form

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

1.	This sworn statement is submitted to	
1.	(Print name of the public entity)	
	by	
	(Print individual's name and title)	
	for(Print name of entity submitting sworn statement)	
	whose business address is	
	(If applicable) its Federal Employer Identification Number (FEIN) is	
	(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.	
state or f agency or or service	understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), <u>Florida Statutes</u> , means a violation of an ederal law by a person with respect to and directly related to the transaction of business with any public entity or with a political subdivision of any other state or with the United States, including but not limited to, and bid or contract for good es to be provided to any public entity or agency or political subdivision or any other state or of the Unites States, are antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.	an ds
guilt or a relating t	understate that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a place or nolo contendere.	rd
4.	understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:  1. A predecessor or successor of a person convicted of a public entity crime: or:	
of a publi and agen interest in agreement	An entity under the control of any natural person who is active in the management of the entity and who has been convicted concentration. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling another person, or a pooling of equipment or income among persons when not fair market value under an arm's length, shall be a facile case that one person controls another person. A person who knowingly enters into a joint venture with no has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.	ers ng gth
organized to bid on business	understand that a "person" as defined in Paragraph 287.133(1) (c), <u>Florida Statutes</u> , means any natural person or entil under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or application contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transa with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employee and agents who are active in management of the entity.	es ict
	Based on information and belief, the statement which I have marked below is true in relation to the entity submitting thost tement. ( <i>Please indicate which statement applies</i> .)	se
	Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with an of a public entity crime subsequent to July 1, 1989.	
	The entity submitting this sworn statement, or one or more of the officers, directors, executives, partner ers, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charge convicted of a public entity crime subsequent to July 1, 1989.	

The entity submitting this sworn statement, shareholders, employees, member, or agents who are active in may with and convicted of a public entity crime subsequent to July Hearing Officer of the State of Florida, Division of Administrate determined that it was not in the public interest to place the en (Attach a copy of the final order)	anagement of the entity, or an affiliate of the 1, 1989. However, there has been subsetted the Hearing and the Final Order entered	the entity has been charged equent proceeding before a ed by the Hearing Officer
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TIDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WE REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO E THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FOR CHANGE IN THE INFORMATION CONTAINED IN THIS FOR	T PUBLIC ENTITY ONLY AND, THAT WHICH IS FILED. I ALSO UNDERSTAI NTERING INTO A CONTRACT IN EXC LORIDA STATUTES, FOR CATEGORY	THIS FORM IS VALID ND THAT I AM CESS OF THE
	(Signature)	
	(Date)	
STATE OF	(Date)	
STATE OFCOUNTY OF		
PERSONALLY APPEARED BEFORE ME, the un	ndersigned authority,	
	(Name of individual signing)	
who, after first being sworn by me, affixed his/her signature in the	e space provided above on this	day
of, 2		
	(NOTARY PUBLIC)	
My Commission Expires:		

### Form 9: Disadvantaged Business Enterprise Participation

### DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

**NOTE: This** form must be signed by the person who will sign, or has signed the Proposal/Quote Form. This form will become part of the contract documents.

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE/ MIN (C.	IORITY/ WOMEN/heck appropriate designation)
DESCRIPTION OF WORK:	
SUB-CONTRACTOR'S NAME:	
EST. DOLLAR VALE OF PROPOSED WORK:	
DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE/MIN (C.	IORITY/WOMEN/heck appropriate designation)
DESCRIPTION OF WORK:	
SUB-CONTRACTOR'S NAME:	
EST. DOLLAR VALE OF PROPOSED WORK:	
DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE/MIN (C.	NORITY/WOMEN/heck appropriate designation)
DESCRIPTION OF WORK:	, and the state of
SUB-CONTRACTOR'S NAME:	
EST. DOLLAR VALE OF PROPOSED WORK:	
DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE/MIN (C	NORITY/WOMEN/heck appropriate designation)
DESCRIPTION OF WORK:	
SUB-CONTRACTOR'S NAME:	
EST. DOLLAR VALE OF PROPOSED WORK:	
TOTAL VALE OF ALL DBE/MINORITY/WOMEN SUBCONTRACT WO	DRK: <u>\$</u>
ESTIMATED TOTAL PERCENT (%) TO BE UTILIZIED:	
CONTRACTOR NAME SIGNATURE	DATE

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

ITN DOCUMENTS • DO NOT OPEN		
SOLICITATION NO.:	ITN160425/RDF	
SOLICITATION TITLE:	Energy Asset Manager	
DATE DUE:	8/23/2016	
TIME DUE:	Prior to: 2:30 PM	
SUBMITTED BY:		
	(Name of Company)	
e-mail address	Telephone	
DELIVER TO:	Lee County Procurement Management	
1500 Monroe 4 <sup>th</sup> Floor		
Fort Myers FL 33901		
Note: proposals received after the time and date above will not be accepted.		

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

### PLEASE PRINT CLEARLY

### Proposer Check List

### 

**IMPORTANT:** Please check off each of the following items as the necessary action is completed:

TIVIL OIL	1 tease eneck on each of the following tents 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	If submitting via hard copy the original must be a manually signed original. Include additional copies, if specified, in the Solicitation documents.	
6	All addendums issued, if any, have been acknowledged in the space provided.	
7	Licenses (if applicable) have been inserted.	
8	person signing the Solicitation.	
9	Required Form: Provided a copy of corporate registration from www.sunbiz.org	
1	Required Form 1: Solicitation form completed	
1	Required Form 2: Affidavit Certification Immigration Laws, Signed and Notarized	
1	Required Form 3: Reference Surveys have been sent to reference respondents	
1	Required Form 4: Negligence or Breach of Contract disclosure, completed or marked None	
1	4 Required Form 5: Affidavit Principal Place of Business	
1	Required Form 6: Sub-contractor List, complete is sub-contractors will be utilized	
1	6 Required Form 7: Public Entities Crime Form	
	Business Relationship Disclosure Requirement (if Applicable)	
1	Required: Solicitation Label, completed and affixed to proposal documents, if hard copy is provided. The mailing envelope MUST be sealed and marked with:	
	✓ Solicitation Number	
	✓ Opening Date and/or Receiving Date	
	✓ Mailing Address:	
	Lee County Procurement Management Division 1500 Monroe Street, 4 <sup>th</sup> Floor	
	Fort Myers, FL 33901	
	8 The Solicitation will be mailed or delivered in time to be received no later than the specified	
	opening date and time. (If solicitation is not received prior to deadline it cannot be considered or accepted.)	
1	All modifications have been acknowledged in the space provided	
	REQUIRED DOCUMENATION	
2	Form 9: Disadvantaged Business Enterprise Participation (if applicable)	
2	1 Two (2) identical sets of descriptive literature, brochures and /or data (if	
	required)	
	1 * /	

### LEE COUNTY PROCUREMENT MANAGEMENT

### Post-Bid Documents

On a project specific basis, the following forms may require completion and execution by the awarded contractor:

- ⇒ Schedule of values, if requested.
- ⇒ Lee County Construction Contract Agreement Form
- ⇒ Lee County Construction Contract Public Payment and Performance Bond
- ⇒ Lee County Construction Contract Field Change Order
- ⇒ Lee County Construction Contract Field Directive Change Order
- ⇒ Lee County Construction Contract Change Order
- ⇒ Lee County Construction Contract Estimate and Requisition for Payment
- ⇒ Lee County Construction Contract Progress Payment Certification
- ⇒ Lee County Construction Contract Final Payment Certification and Contractors Affidavit
- ⇒ Lee County Construction Contract Certificate of Substantial Completion
- ⇒ Warranty
- ⇒ Lee County Board of County Commissioners Owner's Representative Certificate of Final Completion
- ⇒ Lee County Board of County Commissioners Disadvantaged Business Enterprise Participation Certification
- ⇒ Final Payment Checklist
- ⇒ Contractor Performance Evaluation (based on rating scale)

Samples of these documents may be viewed and download on-line at: <a href="https://www.leegov.com/procurement/forms.">https://www.leegov.com/procurement/forms.</a>