



Advertise Date: 11/6/2020

Lee County Board of County Commissioners
DIVISION OF PROCUREMENT MANAGEMENT

INVITATION TO NEGOTIATE (ITN)

Solicitation No.:	<u>ITN200430ANB</u>		
Solicitation Name	<u>Energy Asset Manager</u>		
Open Date/Time:	<u>1/6/2021</u>	Time:	<u>2:30 PM</u>
Location:	<u>Lee County Procurement Management 2115 Second Street, 1st Floor Fort Myers, FL 33901</u>		
Procurement Contact:	<u>Adam Brooke</u>	Title	<u>Procurement Analyst</u>
Phone:	<u>(239) 533-8851</u>	Email:	<u>Abrooke@leegov.com</u>

Requesting Dept. Solid Waste

Pre-Solicitation Meeting:	
Type:	<u>No meeting scheduled at this time</u>
Date/Time:	_____
Location:	_____

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



Advertisement Date: Friday, November 06, 2020

Notice to Vendors

INVITATION TO NEGOTIATE

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

ITN200430ANB 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 Wednesday, January 6, 2021

to the office of the **Procurement Management Director, 2115 Second Street, 1st 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 www.leegov.com/procurement. Vendors who obtain scope of services from sources other than www.Leegov.com/procurement are cautioned that the solicitation package may be incomplete. The County's official bidders list, addendum(s) and information must be obtained from www.Leegov.com/procurement. It is the vendor's responsibility to check for posted information. The County may not accept incomplete responses.

There will be no Pre-proposal Conference for this solicitation

It has been determined that the specifications and scope of work within this solicitation are adequate to describe the product or services being requested. A pre-proposal conference and site visit has not been scheduled for this solicitation. Questions regarding this Request for Proposal are to be directed, in writing, to the individual listed below using the email address listed below or faxed to (239) 485 8383 during normal working hours.

Adam Brooke, Abrooke@LeeGov.com

Sincerely,

Lindsay Cepero, CPPB
Procurement Manager

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

Terms and Conditions
Invitation to Negotiate

1. DEFINITIONS

- 1.1. **Addendum/Addenda:** A written change, addition, alteration, correction or revision to a bid, proposal or contract agreement. Addendum/Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope change to the solicitation.
- 1.2. **Bid/Proposal Package:** A bid/proposal is a document submitted by a vendor in response to some type of solicitation to be used as a basis for negotiations or for entering into a contract.
- 1.3. **Bidder/Responder/Proposer:** One who submits a response to a solicitation.
- 1.4. **County:** Refers to Lee County Board of County Commissioners.
- 1.5. **Due Date and Time/Opening:** Is defined as the date and time upon which a bid or proposal shall be submitted to the Lee County Procurement Management Division. Only bids or proposals received prior to the established date and time will be considered.
- 1.6. **Procurement Management:** shall mean the Director of Lee County's Procurement Management Department or designee.
- 1.7. **Responsible:** A vendor, business entity or individual who is fully capable to meet all of the requirements of the bid/proposal solicitation documents and subsequent contract. Must possess the full capability including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.
- 1.8. **Responsive:** A vendor, business entity or individual who has submitted a bid or request for proposal that fully conforms in all material respects to the bid/proposal solicitation documents and all of its requirements, including all form and substance.
- 1.9. **Solicitation:** An invitation to bid, a request for proposal, invitation to negotiate or any document used to obtain bids or proposals for the purpose of entering into a contract.

2. ORDER OF PRECEDENCE

- 2.1. If a conflict exists between the "Terms and Conditions" the following order of precedents will apply:
 - 2.1.1. Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, "Public Business", Chapter 287 "Procurement of Personal Property and Services."
 - 2.1.2. Lee County Procurement Management Ordinance 18-22
 - 2.1.3. Special Conditions and Supplemental Instructions
 - 2.1.4. These Terms and Conditions

3. RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES

- 3.1. It shall be the responsibility of the Responder to assure compliance with all other federal, state, or county codes, rules, regulations or other requirements, as each may apply. Any involvement with the Lee County shall be in accordance with but not limited to:
 - 3.1.1. Lee County Procurement Policy Ordinance 18-22
 - 3.1.2. Pursuant to FL § Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed bids or proposals received by the County. Pursuant to this, solicitation are exempt from public records request (s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution) until such time as the agency provides notice of a decision or intended decision (pursuant to s. 119.071(2)) or within 30 days after bid or proposal opening, whichever is earlier.
 - 3.1.3. Florida Statute 218 Public Bid Disclosure Act.
 - 3.1.4. Florida Statute 337.168 Confidentiality of official estimates, identities of potential bidders, and bid analysis and monitoring.
 - 3.1.5. FL § Section 607.1501(1) states: A foreign corporation may not transact business in the State of Florida until it obtains a certificate of authority from the Department of State.
- 3.2. **Local Business Tax:** If applicable, provide with proposal.
- 3.3. **License(s):** Responder should provide, at the time of the opening of the proposal, all necessary permits and/or licenses required for this product and/or service.

4. ITN – PREPARATION OF PROPOSAL

- 4.1. Proposals must be sealed in an envelope, and the outside of the envelope must be affixed with the label included in the forms section.
- 4.2. **Submission Format:**
 - 4.2.1. Required Forms: complete and return **all** required forms. If the form is not applicable, please return with “Not Applicable” or “N/A” in large letters across the form.
 - 4.2.2. Execution of Proposal: All documents must be properly signed by corporate authorized representative, witnessed, and where applicable corporate and/or notary seals affixed. All proposals shall be typed or printed in ink. The Responder may not use erasable ink. All corrections made to the proposal shall be initialed.
 - 4.2.3. Should not contain links to other Web pages.
- 4.3. **Preparation Cost:**
 - 4.3.1. The Responder is solely responsible for any and all costs associated with responding to this solicitation. No reimbursement will be made for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any Responder.

5. RESPONSES RECEIVED LATE

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

6. RESPONDER REQUIREMENTS (unless otherwise noted)

- 6.1. **Responsive and Responsible:** Only proposals received from responsive and responsible Responders will be considered. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other necessary action, such as background checks, to determine ability to perform is satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicates an inability for the Responder to perform.
 - 6.1.1. Proposals may be declared “non-responsive” due to omissions of “Negligence or Breach of Contract” on the disclosure form. Additionally, proposals may be declared “not responsible” due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the Responder to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.
 - 6.1.2. Additional sources may be utilized to determine credit worthiness and ability to perform.
 - 6.1.3. Any Responder or sub-Responder that will have access to County facilities or property may be required to be screened to a level that may include, but is not limited to; fingerprints, statewide criminal. There may be fees associated with these procedures. These costs are the responsibility of the Responder or sub-Responder.
- 6.2. **Past Performance:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) Poor or unacceptable past performance may result in Responder disqualification.

7. PRE-SOLICITATION CONFERENCE

- 7.1. A pre-solicitation conference will be held in the location, date, and time specified on the cover of this solicitation. The cover will also note if the pre-solicitation conference is Non-Mandatory or Mandatory. All questions and answers are considered informal. All prospective Responders are encouraged to obtain and review the solicitation documents prior to the pre-proposal so they may be prepared to discuss any questions or concerns they have concerning this project. All questions must be submitted formally in writing to the procurement staff noted on the first page of the solicitation document. A formal response will be provided in the form of an addendum (see “County Interpretation/Addendums” for additional information.) A site visit may follow the pre-proposal conference, if applicable.

- 7.2. **Non-Mandatory:** Pre-solicitation conferences are generally non-mandatory, but it is highly recommended that prospective Responders participate.
 - 7.3. **Mandatory:** Failure to attend a mandatory pre-solicitation conference will result in the proposal being considered **non-responsive**.
8. COUNTY INTERPRETATION/ADDENDUMS
- 8.1. Each Responder shall examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be **submitted in writing prior to 5:00 PM at least eight (8) calendar days prior to the date when the submission is due**.
 - 8.2. Response(s) will be in the form of an Addendum posted on www.leegov.com/procurement. It is solely the Responder's responsibility to check the website for information. No notifications will be sent by Lee County Procurement Management Division.
 - 8.3. All Addenda shall become part of the Contract Documents.
 - 8.4. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. Interpretation of the meaning of the plans, specifications or any other contract document, or for correction of any apparent ambiguity, inconsistency or error there in, shall be in writing. Issuance of a written addendum by the County's Procurement Management Division is the only official method whereby interpretation, clarification or additional information can be given.
9. ADDITIONS, REVISIONS AND DELETIONS
- 9.1. Additions, revisions, or deletions to the Terms and Conditions, specifications that change the intent of the solicitation will cause the solicitation to be non-responsive and the proposal will not be considered. The Procurement Management Director shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the solicitation.
10. NEGOTIATED ITEMS
- 10.1. Any item not outlined in the Scope of Services may be subject to negotiations between the County and the successful Responder.
11. ERRORS, OMISSIONS, CALCULATION ERRORS (as applicable)
- 11.1. **Errors/Omissions:** Approval by County of the successful responder's work product for the project shall not constitute nor be deemed a release of the responsibility and liability of the successful Responder for the accuracy and competency of the successful Responder's designs, drawings, specifications or other documents and work pertaining to the project. Additionally, approval by the County of the successful Responder's work product shall not be deemed to be an assumption of drawings, specifications or other documents prepared by the successful Responder for the project. After acceptance of the final plans by the County, the successful Responder agrees, prior to and during the construction of the project, to perform such successful Responder services, at no additional cost to the County, as may be required by the County to correct errors or omissions on the plans prepared by the successful Responder pertaining to the project.
12. CONFIDENTIALITY
- 12.1. Responders should be aware that all proposals provided are subject to public disclosure and will **not** be afforded confidentiality, unless provided by Chapter 119 Florida Statute.
 - 12.2. If information is submitted with a proposal that is deemed "Confidential" the Responder must stamp those pages of the proposal that are considered confidential. The Responder must provide documentation as to validate why these documents should be declared confidential in accordance with Chapter 119, "Public Records," exemptions.
13. CONFLICT OF INTEREST
- 13.1. **Business Relationship Disclosure Requirement:** The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statutes. All Responders must disclose with their proposal the name of any officer, director or agent who is also an employee of the Lee County or any of its agencies. Further, all Responders must disclose the name of any County employee who

owns directly or indirectly, an interest of five percent (5%) or more in the Responder's firm or any of its branches.

14. ANTI-LOBBYING CLAUSE (Cone of Silence)

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

15. DRUG FREE WORKPLACE

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

16. FLORIDA CERTIFIED ENTERPRISES

- 16.1. The County encourages the use of Florida Certified Enterprises such as such as Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms.
- 16.2. Bidder/Proposer is requested to indicate whether the Firm and/or any proposed sub-consultants are a Florida Certified Enterprise. Lee County encourages the utilization and participation of DBE, MBE, WBE, VBE or similar in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested Florida Certified Enterprises such as Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms and similar are encouraged to submit.

17. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

- 17.1. The Responder agrees to comply, in accordance with Florida Statute 287.134, 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of 2008 (ADAAA) that furnishing goods or services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- 17.2. The Responder will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or marital status. The Responder will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, disability or marital status.
- 17.3. The Responder will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The Responder will take such actions in respect to any sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.
- 17.4. An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at <http://www.dms.myflorida.com>) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

18. ITN – SELECTION PROCEDURE

- 18.1. The selection will be made in accordance with Lee County Procurement Policy. Some or all of the responding Responder(s) may be requested to provide interviews and/or presentations of their proposal, for the ranking process.
- 18.2. Proposed short-list and final selection meeting dates are posted on the Procurement Management web page: www.leegov.com/procurement (Projects, Award Pending.)

- 18.3. The recommendation to award, negotiated rates and agreement/contract(s) will be submitted to the Board of County Commissioners for approval.
 - 18.4. If a satisfactory agreement/contract(s) cannot be negotiated, in a reasonable amount of time, the County, in its sole discretion, may terminate negotiations with the selected Responder(s) and begin agreement/contract negotiations with the next finalist.
 - 18.5. The Procurement Management Director reserves the right to exercise their discretion to:
 - 18.5.1. Make award(s) to one or multiple Responders.
 - 18.5.2. Waive minor informalities in any response;
 - 18.5.3. Reject any and all proposals with or without cause;
 - 18.5.4. Accept the response that in its judgment will be in the best interest of Lee County
19. ITN – EVALUATION/ SELECTION COMMITTEE
- 19.1. The selection shall be by a Selection Committee consisting of staff representatives from the appropriate County Departments as approved by the Procurement Management Director or designee.
 - 19.2. If applicable, the Selection Committee may choose to short-list Responders/Firms to be interviewed to determine final selection.
20. WITHDRAWAL OF PROPOSAL
- 20.1. No proposal may be withdrawn for a period of **240 calendar days** after the scheduled time for receiving proposals. A proposal may be withdrawn prior to the proposal opening date and time. Withdrawal requests must be made in writing to the Procurement Management Director, who will approve or disapprove the request.
 - 20.2. A Responder may withdraw a proposal any time prior to the opening of the solicitation.
 - 20.3. After proposals are opened, but prior to award of the contract by the County Commission, the Procurement Management Director may allow the withdrawal of a proposal because of the mistake of the Responder in the preparation of the proposal document. In such circumstance, the decision of the Procurement Management Director to allow the proposal withdrawal, although discretionary, shall be based upon a finding that the Responder, by clear and convincing evidence, has met each of the following four tests:
 - 20.3.1. The Responder acted in good faith in submitting the proposal,
 - 20.3.2. The mistake in proposal preparation that was of such magnitude that to enforce compliance by the Responder would cause a severe hardship on the Responder,
 - 20.3.3. The mistake was not the result of gross negligence or willful inattention by the Responder; and
 - 20.3.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally awarded the contract/agreement.
21. PROTEST RIGHTS
- 21.1. Any Responder that has submitted a formal Response to Lee County, and who is adversely affected by an intended decision with respect to the Award, has the right to protest an intended decision posted by the County as part of the Solicitation process.
 - 21.2. Notice of Intended Decision is posted on the Lee County Department of Procurement Management website (www.leegov.com/procurement). Responder are solely responsible to check for information regarding the Solicitation.
 - 21.3. Refer to the “Procurement Protest” section of the Lee County Procurement Ordinance 18-22 for a complete description of the protest process and associated requirements. The ordinance is posted on the Lee County website or may be obtained by contacting the Procurement Management Director.
 - 21.4. In order to preserve the right to protest, a written **“Notice Of Intent To File A Protest” must be filed with the Lee County Procurement Management Director within seventy-two (72) hours of Posting of the Notice of Intended Decision.**
 - 21.4.1. The notice shall clearly indicate all grounds being claimed for the protest.
 - 21.4.2. The notice must be physically received by the Procurement Management Director within the required time frame described above. No additional time will be granted for mailing.
 - 21.5. Following receipt of the Notice of Intent to File a Protest, a **“Protest Bond”** and **“Formal Written Protest”** must be filed **within ten (10) business days** of Posting of the Notice of Intended Decision.

21.6. **Failure to follow the protest procedures requirement within the time frames as prescribed herein and in the Lee County Procurement Ordinance 18-22 shall constitute a waiver of the right to protest and shall bar any resulting claims.**

22. **AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES**

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

23. **CONTRACT ADMINISTRATION**

23.1. **Designated Contact:**

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

23.2. **ITN – Basis of Award:**

23.2.1. Award will be made to the most responsible and responsive Responder most advantageous to the County.

23.3. **Agreement/Contract:**

23.3.1. The awarded Responder will be required to execute an Agreement/Contract as a condition of award.

23.4. **Records:**

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

23.4.2. Right to Audit/Disclosure: These records shall be made available during the term of the contract as well as the retention period. These records shall be made readily available to County personnel with reasonable notice and other persons in accordance with the Florida General Records Schedule. Awarded Bidder/Responder(s) are hereby informed of their requirement to comply with FL §119 specifically to:

23.4.2.1. Keep and maintain public records required by the County to perform the service.

23.4.2.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided or as otherwise provided by law.

23.4.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.

23.4.2.4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

23.4.3. Public Record: **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FL § , TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-**

2221, 2115 SECOND STREET, FORT MYERS, FL 33901, Email at PRRCustodian@leegov.com or Visit <http://www.leegov.com/publicrecords>.

23.4.4. **Ownership:** It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications and all data prepared or obtained by the successful Responder in connection with its services hereunder, include all documents bearing the professional seal of the successful Responder, and shall be delivered to and become the property of Lee County, prior to final payment to the successful Responder or the termination of the agreement. This includes any electronic versions, such as CAD or other computer aided drafting programs.

23.5. Termination:

23.5.1. Any agreement as a result of this solicitation may be terminated by either party giving **thirty (30) calendar days' advance written notice**. The County reserves the right to accept or not accept a termination notice submitted by the Responder, 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.

23.5.2. The Procurement Management Director may immediately terminate any agreement as a result of this solicitation for emergency purposes, as defined by the Lee County Procurement Ordinance 18-22.

23.5.3. Any Responder who has voluntarily withdrawn from a solicitation without the County's mutual consent during the contract period shall be barred from further County procurement for a **period of 180 days**. The vendor may apply to the Board for a waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by the Procurement Management Department.

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

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

23.5.4.2. Contractor has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;

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

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

24. WAIVER OF CLAIMS

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

25. DEBRIS DISPOSAL (if applicable)

25.1. Unless otherwise stated, the Responder shall be fully responsible for the lawful removal and disposal of any materials, debris, garbage, vehicles or other such items which would interfere with the undertaking and completion of the project. There shall not be an increase in time or price associated with such removal.

END OF TERMS AND CONDITIONS SECTION

SPECIAL CONDITIONS

1. TERM

1.1. The Agreement shall commence on the date agreed upon through negotiations and set forth in the subsequent and associated Agreement documents.

2. INVITATION TO RESPOND

2.1. 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:

2.1.1. Carefully examining this ITN, including any Addenda and any other information or data identified;

2.1.2. 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;

2.1.3. Determining that the required response documents are sufficient to demonstrate that it is qualified to provide the requested services to the County;

2.1.4. Acknowledging by its submission of a response that its response is complete.

3. EVALUATION AND NEGOTIATION PROCESS

3.1. The negotiation process is as follows:

3.1.1. Reservations as to Mode of Negotiations

3.1.1.1. 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.

3.1.1.2. If the County only receives one response, at the County's discretion as to move forward with only one or resolicit. All negotiations shall be conducted in the manner, time, place and scope as determined in County's sole discretion.

3.1.1.3. 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.

3.1.1.4. No respondent selected for negotiations shall have the right to present supplement or alternative responses or terms, except as expressly provided herein or as expressly requested and approved by selection committee and/or the Procurement Department 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.

4. RESERVATIONS AS TO REJECTION AND WAIVER

4.1. 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.

5. SELECTION AND NEGOTIATION PROCESS

- 5.1. **Step 1:** Interested parties must submit a written response containing all the information requested in this ITN.
- 5.2. **Step 2:** 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 qualified. There is no requirement, implied or intended, for a specific number of responses to be on the short list.
- 5.3. **Step 3:** Each short-listed Respondent may be asked to provide an oral presentation to the selection committee and participate in a question/answer. 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.
- 5.4. **Step 4:** 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 and/or 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.
- 5.5. **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 the revised Invitation to Negotiate and/or to submit a sealed final 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.
- 5.6. **Step 6:** After considering any best and final response and/or final 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 County reserves the right to conduct such meetings via remote web-based meetings at its sole discretion. 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' 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. All signatures binding the final offer/acceptance/agreement must meet the County's signature requirements at such time.
- 5.7. **Step 7:** Post - Notice of Intended Decision. (3 days) The Respondents are given this time in which to protest the award in accordance with County policy.
- 5.8. **Step 8:** 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.
- 5.9. **Step 9:** Should the Respondent selected for contract award fails to timely 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.

6. **RIGHTS OF THE COUNTY**

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

6.1.1. To short-list Respondents determined to be qualified in accordance with this ITN.

6.1.2. To select the firm/entity that it believes will serve the best interest of the County.

6.1.3. To reject all responses, waive formality, and to solicit and re-advertise for new responses.

6.1.4. To accept or reject any or all ITN submissions.

6.1.5. To perform simultaneous negotiations with multiple respondents.

6.1.6. To remedy or waive technical or immaterial errors in a Respondent's ITN.

6.1.7. To request any necessary clarifications, references or qualification data without changing the terms.

6.1.8. To make an award to perform the services required on the basis of this ITN.

6.1.9. To require any responder to supplement ITN submissions and/or make oral presentations.

6.1.10. To conduct a site visitation of reference facilities as presented in the ITN.

6.1.11. To conduct further investigations with respect to the qualifications and experience of a Respondent.

6.1.12. To conduct meetings, including, oral presentations, via web-based media or in person, at the County's sole discretion.

END OF SPECIAL CONDITIONS

ITN430ANB ENERGY ASSET MANAGER**1. SCOPE of WORK**

1.1. Lee County Board of County Commissioners, the "County", seeks to contract with a qualified Vendor to provide asset management services to identify, negotiate, and execute short term power sales arrangements with qualified purchasers, provide responses to RFP's and other solicitations for longer term sales opportunities, coordinate closely with plant operations, FPL, and others regarding facility status. Other duties include: To settle with Seller on a monthly basis all financial transactions for the prior month and to perform other duties as requested by Seller, including possible environmental attribute marketing and sales services.

2. OBJECTIVE

2.1. Lee County, Florida Solid Waste Department (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.

2.2. Importantly, the RRF is a qualifying small power production facility and a renewable energy facility under applicable Florida and Federal law.

3. GENERAL DESCRIPTION OF FACILITY

3.1. The County's Solid Waste Department 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.

3.2. 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 2019 total power generated was approximately 401,000 MWH's, 341,000 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.

3.3. 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. Available net capacity (and associated energy) is approximately 44 MW, and energy available for sale is adjusted daily on a day-ahead basis and as required during, operational upsets.

3.4. 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.

3.5. Overall RRF boiler availability on a minimum average basis has been in excess of 91% for the past 10 fiscal years, while turbine-generator availability is in excess of 98%.

3.6. 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 3-week duration every 5-8 years.

- 3.7. The RRF is subject to two agreements with respect to its electrical energy sales. An existing agreement for short term energy sales with Rainbow Energy expiring on June 30, 2021 and an Electrical Interconnection Agreement with Florida Power & Light Co. (FPL) expiring on March 1, 2032. In addition, the County has agreements in place for QF sales of energy at avoided costs rates with Duke Energy Florida, Seminole Electric Cooperative, Inc., and a pending agreement with Tampa Electric Company.

END OF DETAILED DESCRIPTION

SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

1. SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

- 1.1 Interested firms shall include the following information in their submittal responses to this solicitation. The following format and sequence should be followed in order to provide consistency in the firm's responses and to ensure each proposal receives full consideration. Use 8 ½ x 11 sheet pages only with minimum font size of 10 points and with tabs or section dividers to separate sections as defined below. More than one section is permitted on one page unless otherwise indicated below. Undesignated information shall be inserted at the rear of each package. Place page numbers at the bottom of every page, excluding dividers. Proposal documents should not contain links to other web pages; such links will not be reviewed for evaluation purposes.
- 1.2 Submittal package may not exceed **20 pages** printed single-sided; **page restriction excludes required forms found herein and dividers**. **PLEASE INCLUDE PAGE TABS/SECTION DIVIDERS** so that those evaluating your submittal can easily compare each section with others that are submitted. If any of the information provided by the Responder is found to be, in the sole opinion of the Evaluation Committee and Procurement Management Director, substantially unreliable their proposal may be rejected.
- 1.3 Responders shall submit one (1) original hard copy (clearly marked as such) and one (1) electronic version(s) on a USB flash drive set(s) containing the proposal submittal in an unlocked PDF format. The County may request specific files be submitted in specialty format (IE: Provide a Project Timeline in Excel format.) Vendor shall accommodate such specialty requests as stated within the submittal requirements describe herein. Should files not be provided in the format or quantity as requested Vendor may be deemed Non-Responsive and therefore ineligible for award. In case of any discrepancies, the original will be considered by the County in evaluating the Proposal, and the electronic version is provided for the County's administrative convenience only. Limit the color and number of images to avoid unmanageable file sizes.

COVER PAGE: Introduction

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

Cover Page: Introduction does NOT count towards page restriction requested herein.

TAB 1: Qualifications of Company

- Provide a description of your Company's experience, and underlying philosophy in providing the services your Company is proposing as part of this ITN. Description should include details such as: abilities, capacity, skill, strengths, number of years, location of office(s), as well as MBE, WBE, DBE, VBE or similar status, and recent, current, and/or projected workload, etc...
- Demonstrate your firm's detailed knowledge and understanding with wholesale electric sales contract terms/conditions/pricing.
- Demonstrate your awareness of electric energy market trends and prices in (FRCC and SERC)
 - Ensure your qualifications speak to your Company's experience and capabilities in providing around the clock, 365 days per year energy trading capabilities.
 - Ensure your qualifications demonstrate your ability to arrange and pay for viable electric transmission paths from the FP&L Buckingham substation to the destination.

- Where relevant, ensure your qualifications speak to your Company's relationships and partnerships for this proposal to include the length of these relationships, the engagements where these relationships exist in operations, the levels of accountability between these partners, and reasons the relationships and partnerships are important to the proposal for Lee County.

TAB 2: Previous Energy Management Services, Relevant Experience & References

- Provide details of a maximum of three (3) projects/clients similar in scope and size to that being requested through this solicitation that your firm has completed or managed recently or continues to service.
- 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.
- Identification of at least two FRCC or SERC clients in the Southeastern U.S. for whom similar services are currently provided, and a description of services provided. Include client contact information.
- Historical evidence of marketing at least 500,000 MWHs annually for at least 3 prior years.
 - Show the following experience:
 - 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*
- Details for each project example provided should include:
 - Project Name
 - Project Address
 - Customer Name
 - Customer Contact Information
 - Point of contact Name, Phone, and Email
 - Brief description of work provided.
 - Initial costs of work
 - Final costs of work
 - Number of change orders
 - Total completion time (From Notice to Proceed to Final Invoice payment)
- Provide a statement of understanding that your firm recognizes the County reserves the right to evaluate the proposing Firm on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) as part of their experience criteria.

TAB 3: Plan of Approach

- Provide a detailed Plan of Approach that explains how your firm intends to comply with and meet the anticipated deliverables as detailed within this solicitation. Describe in detail how your firm plans 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
 - 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
 - Provide a fully auditable accounting and statement reconciliation of all transactions
 - 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 Southeastern U.S. clients
- Demonstrated ability to develop sales arrangements that optimize value to seller

TAB 4: Financial Stability

- Responder/Vendor must demonstrate financial stability sufficient for the Evaluation Selection Committee to conclude your Company has the financial ability to perform and support the required services proposed for the term of the contract and the financial resources and capabilities to assume extensive and large expenditures.

Vendor will be required the following as part of this ITN.

- Willing to provide financial "guarantee" via letter of credit or equivalent
- Provide financial guarantees for full indemnification of seller
- Provide a statement describing in detail your Company’s financial stability, including information regarding any current or previous bankruptcy proceedings.
- Include a copy of the most recent annual financial report/annual audit, independent certified audit, Dunn & Bradstreet report, or 10K or the most recent 10Q, if appropriate. **Financial reports must include, at a minimum, a Balance Sheet, an Income Statement, and a Statement of Cash Flow.**

Financial report documents are not included within page restrictions, but should be limited as possible to five (5) pages.

- Provide a summary of any criminal convictions of the company, owners, and/or officers related to the services being proposed.
- **Notice: Florida has very broad public records laws and records submitted with this RFP may be made available for public records requests following applicable Florida Public Records laws and processes. Florida Statute’s financial statement exemption only applies to submittals in response to a solicitation for a “public works” project as provided for in Section 119.071(1) c. This solicitation is not for “public works” project.**

TAB 5: Personnel

- Provide a detailed description of the firm’s **specific** project management team, inclusive of sub-Consultants anticipated to be utilized, that will be assigned to the Lee County contract. Identify the roles and responsibilities of the primary team members as they pertain/apply to the Project Approach and include details that demonstrate individual’s knowledge and understanding of the types of services to be performed as well as previous experience in similar or related work.
- Firm must identify staff member that will serve as Project Director that shall be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating and administering all aspects of the services to be provided and performed.
- Provide a statement acknowledging your firm’s understanding that the project management team/key team members assigned to the Lee County contract, as described above, shall not be substituted without the expressed permission of Lee County.
- Provide resumes, licensure, and certifications of proposed **specific** project management team, inclusive of sub-Consultants anticipated to be utilized, to be assigned to the Lee County contract.

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

TAB 6: Required Forms

➤ Forms 1- 7

3. ITN SUBMISSION SCHEDULE

Submission Description	Date(s)	Time
Advertise Invitation to Negotiate (ITN)	Friday, November 6, 2020	N/A
Pre-Proposal Meeting	N/A	N/A
Proposal Question Deadline	8 Calendar days prior to submission deadline	Prior to 5:00 PM
Submission Deadline	Wednesday, January 6, 2021	Prior to 2:30 PM
Committee Meeting Short list discussion	TBD	TBD
Potential Presentations/Interviews	TBD	N/A
Board Meeting	TBD	9:30 AM
<p>Additional notes on Submission Schedule:</p> <ul style="list-style-type: none"> • <i>Submission Schedule is provided as a guideline only and is subject to change at the discretion of Lee County authorized personnel.</i> • <i>Changes in closing date or other parameters may occur and will be posted to the Lee County Procurement website. It shall be the responsibility of Contractor to verify all dates through County website.</i> <p><i>Unless otherwise stated, location of all openings and meetings will take place at: 2115 Second Street, Fort Myers, FL 33901 – 1st Floor Procurement Management.</i></p>		

FORMS DESCRIPTION & INSTRUCTIONS

REQUEST FOR PROPOSAL (NON-CCNA)

This table provides a brief list, description, and instructions regarding the standard requested forms that should be submitted with all bids or proposals. This is not intended to be an all-inclusive list of forms required for your submission, but rather a guide to assist in completion of the County's standard forms.

<u>Form #</u>	<u>Title/Description</u>
1	<p><i>Solicitation Response Form</i></p> <p>All signatures must be by a corporate authorized representative, witnessed, and corporate and/or notary seal (if applicable.) The corporate or mailing address must match the company information as it is listed on the Florida Department of State Division of Corporations. Attach a copy of the web-page(s) from http://www.sunbiz.org as certification of this required information. Sample attached for your reference.</p> <p>Verify that all addenda and tax identification number have been provided.</p>
*	<p><i>Business Relationship Disclosure Requirement (if Applicable)</i></p> <p>Sections 112.313(3) and 112.313(7), F.S., prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. If this disclosure is applicable, the Bidder must request the form entitled "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by § 112.313(12)(b), F.S.) to be completed and returned with the Solicitation Response. It is the Bidder's responsibility to request the form and disclose this relationship; failure to do so may result in being declared non-responsive.</p> <p>NOTICE: UNDER THE PROVISIONS OF § 112.317, F.S., A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR, AND MAY BE PUNISHED BY, ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.00.</p>
2	<p><i>Affidavit Certification Immigration Laws</i></p> <p>Form is acknowledgement that the Responder is in compliance in regard to Immigration Laws.</p>
3	<p>Provide this form to reference respondents. This form will be turned in with the proposal package.</p> <ol style="list-style-type: none"> 1. Section 1: Bidder/Responder to complete with <u>reference respondent's</u> information prior to providing to them for their response. (This is not the Bidder/Responder's information.) 2. Section 2: Enter the name of the Bidder/Responder; provide the project information in which the reference respondent is to provide a response. 3. The <u>reference respondent</u> should complete "Section 3." 4. Section 4: The reference respondent to print and sign name 5. Three (3) Reference responses are to be returned with the proposal package. 6. Failure to obtain reference surveys may make your company non-responsive.

4 *Negligence or Breach of Contract Disclosure Form*

The form may be used to disclose negligence or breach of contract litigation that your company may be a part of over the past ten years. You may need to duplicate this form to list all history. If the Responder 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 Responder’s location information.

6 *Sub-Contractor/Consultant List* (if applicable)

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

7 *Public Entity Crimes Form (Required form)*

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

* *Proposal Label* (Required)

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

Include any licenses or certifications requested

Local Business Tax Account (as applicable) issued by City and/or County entity. This is necessary for all Florida vendors.

It is the Responder’s responsibility to insure the Solicitation Response is 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.)

Form 1 – Solicitation Response Form



LEE COUNTY PROCUREMENT MANAGEMENT SOLICITATION RESPONSE FORM

Date Submitted: _____ Deadline Date: 1/6/2021

SOLICITATION IDENTIFICATION: ITN200430ANB

SOLICITATION NAME: Energy Asset Manager

COMPANY NAME: _____

NAME & TITLE: (TYPED OR PRINTED) _____

BUSINESS ADDRESS: (PHYSICAL _____

CORPORATE OR MAILING ADDRESS: _____

SAME AS PHYSICAL

ADDRESS MUST MATCH SUNBIZ.ORG

E-MAIL ADDRESS: _____

PHONE NUMBER: _____ FAX NUMBER: _____

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

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

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

Tax Payer Identification Number: _____

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

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

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

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

2 Scrutinized Companies Certification: Section 287.135, FL § , prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, FL§. As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, FL§, the submission of a false certification may subject company to civil penalties, attorney’s fees, and/or costs.

Form#1 – Solicitation Form, Page 2

3 Business Relationship Disclosure Requirement: Sections 112.313(3) and 112.313(7), FL§, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL § and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), FL § (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

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

Business Relationship Applicable (request form) **Business Relationship NOT Applicable**

Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) Yes No
 4 Proposer? If yes, please attach a current certificate.

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

 Company Name (Name printed or typed)



(Affix Corporate Seal, if applicable)

 Authorized Representative Name (printed or typed)

 Authorized Representative's Title (printed or typed)

 Witnessed/Attested by: (Witness/Secretary name and title printed or typed)

 Authorized Representative's Signature

 Witness/Secretary Signature

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

Detail by Entity Name

Florida Profit Corporation

Bill's Widget Corporation

Filing Information

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

Principal Address

555 N Main Street
 Your Town, USA 99999
 Changed 02/11/2012

Verify either Principal or Mailing address is on Form 1

Mailing Address

555 N Main Street
 MYour Town, USA 99999
 Changed 02/11/2012

Registered Agent Name & Address

My Registered Agent
 111 Registration Road
 Registration, USA99999
 Name Changed:12/14/2006
 Address Changed: 12/14/2006

Officer/Director Detail

Name & Address

Title P
 President, First
 555 AVENUE
 Anytown, USA99999
 Title V
 President, Second
 555 AVENUE
 Anytown, USA99999

IMPORTANT:

For corporations, ALL documents must be signed by the president of the company or an authorized individual. For any individual other than the president, we will need one of the following to confirm their authority to sign:

1. a corporate resolution by the Board of Directors, or
2. an extract of minutes, or
3. an extract of Vote by the Board of Directors

If the company's articles of incorporation identify additional positions that have the power to bind the corporation, we will accept the articles of incorporation with verification from the president that a certain individual serves in that role (e.g., the president confirms that John Doe is the CEO, and the articles of incorporation provide that the CEO has the power to bind the company).

With respect to an LLC, the authority to bind a limited liability company is controlled by Florida statutes. Managers or managing members have inherent authority to bind an LLC.

If the president of a corporation or a manager/managing member of an LLC delegates their authority, such delegation must be sent to us on company letterhead with the President's or manager's/managing member's original, wet signature.

v01/03/2018

Form 2 – Affidavit Certification of Immigration Laws



AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: ITN20000430ANB

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.**

RESPONDER 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, by means of physical presence or online notarization, this _____ day of _____ 20____, by _____ who has produced
(Print or Type Name)

_____ as identification.
(Type of Identification 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
Reference Survey**

Reference surveys submitted can be a maximum of twelve (12) months old. If using a previous reference, Responders must clearly identify the project name and number the reference is being submitted for.

Project Name & Number: _____

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

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

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

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

Section 4 Please submit non-Lee County employees as references

Reference Name (Print Name) _____

Reference Signature _____



**ALLEGED NEGLIGENCE OR BREACH OF CONTRACT
DISCLOSURE FORM**

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

Company Name: _____

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

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

Page Number: _____ Of _____ Total pages

Update the page number to reflect the current page and the total number of pages. Example: Page 3, of 5 total submitted pages of this form. Proposals may be declared “non-responsive” due to omissions of “Negligence or Breach of Contract” on this disclosure form. Additionally, proposals may be declared “not responsible” due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the Responder to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.



LEE COUNTY

SOUTHWEST FLORIDA

AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

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

Company Name: _____

Printed name of authorized signer _____

Title _____

⇒
Authorized Signature _____

_____ Date

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.**

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

Notary:
State of _____
County of _____

⇒
Notary Public Signature _____

_____ Notary Commission Number and expiration

1. Principal place of business is located within the boundaries of: _____ Lee County
_____ Collier County
_____ Non-Local

Local Business Tax License # _____

2. Address of Principal Place of Business: _____

3. Number of years at this location _____ years

4. Have you provided goods or services to Lee County on a regular basis within the past 3 consecutive years
_____ Yes* _____ No *If yes, attach contractual history for past 3 consecutive years

5. Number of available employees for this contract _____

6. Does your company have a Drug Free Workplace Policy _____ Yes _____ No

Public Entity Crime Form

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

1. This sworn statement is submitted to _____
(Print name of the public entity)

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

(If applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime:
or:
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. (Please indicate which statement applies.)

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

Public Entity Crime Form

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

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

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

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me, by means of physical presence or online notarization, this ____ day of _____ 20____, by _____ who has produced
(Print or Type Name)

_____ as identification.
(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

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

PROPOSAL DOCUMENTS • DO NOT OPEN	
SOLICITATION NO.:	ITN200430ANB
SOLICITATION TITLE:	Energy Asset Manager
DATE DUE:	Wednesday, January 6, 2021
TIME DUE:	Prior to: 2:30 PM
SUBMITTED BY:	_____
	(Name of Company)
e-mail address	Telephone
DELIVER TO:	Lee County Procurement Management 2115 Second Street, 1 st Floor Fort Myers FL 33901
<i>Note: proposals received after the time and date above will not be accepted.</i>	



***Notice: the Date Due/Submission Deadline Date/Opening Date as stated on this label and other forms contained herein may have been updated via issuance of Addenda against this project. It is the sole responsibility of the Contractor/Vendor to monitor the County project webpage for any updates to the Date Due/Submission Deadline Date/Opening Date via Addenda. This label nor other original forms may not be updated. Contractor/Vendor may strike through and update Date Due/Submission Deadline Date/Opening Date at their discretion to match any updates to this date that have been published via Addenda.**

Submission received after the time and date of the Date Due/Submission Deadline Date/Opening Date will not be accepted at the sole discretion of the County.

PLEASE PRINT CLEARLY