

**LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
DIVISION OF PROCUREMENT MANAGEMENT**

**Consultant Competitive Negotiation Act (CCNA-RFP) Request for Proposal**

Solicitation No.:	<b>CN-160309/AB</b>		
Solicitation Name	<b>MISCELLANEOUS PLUMBING, HVAC AND ELECTRICAL SERVICES</b>		
Open Date/Time:	<b>6/24/2016</b>	Time:	<b>2:30 PM</b>
Location:	Lee County Procurement Mgmt 1500 Monroe St 4th Floor Ft Myers FL 33901		
Procurement Contact:	<b>Adam Brooke</b>	Title	<b>Procurement Analyst</b>
Phone:	<b>(239) 533-8881</b>	Email:	<b>Abrooke@leegov.com</b>
Requesting Dept.	<b>Facilities Construction &amp; Management</b>		
Pre-Solicitation Meeting:			
Type:	<b>None at this time</b>		
Date/Time:			
Location:			

All solicitation documents are available for download at  
[www.leegov.com/procurement](http://www.leegov.com/procurement)

**Notice to Contractor / Vendor / Proposer(s)**

**RFP#CN-160309/AB MISCELLANEOUS PLUMBING, HVAC AND ELECTRICAL ENGINEERING SERVICES**

**Consultant Competitive Negotiation Act (CCNA-RFP) Request for Proposal**

Lee County, Fort Myers, Florida, is requesting proposals from qualified individuals/firms for  
MISCELLANEOUS PLUMBING, HVAC AND ELECTRICAL SERVICES

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

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

**2:30 PM Friday, June 24, 2016**

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

The Scope of Services for this RFP is available from [www.leegov.com/procurement](http://www.leegov.com/procurement). Vendors who obtain scope of services from sources other than [www.Leegov.com/procurement](http://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](http://www.Leegov.com/procurement). It is the proposer's responsibility to check for posted information. The County may not accept incomplete proposals.

**There will be no Pre-proposal Conference for this RFP**

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](mailto:Abrooke@LeeGov.com)

Sincerely,



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

\*[WWW.LeeGov.Com/Procurement](http://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 "Notice of Competitive Negotiation".

Any question regarding this solicitation should be directed to the Procurement Division Contact listed on the cover page of this solicitation, or by calling the Division of Procurement Management at (239) 533-8881.

### **1. SUBMISSION OF LETTERS OF INTEREST:**

- a. All Letters of Interest must be submitted in compliance with the Response Procedure set forth below via email:

#### **b. SUBMISSION OF PROPOSAL:**

- 1. Proposals 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 Proposal"
    - 2. Name of the firm submitting the quotation
    - 3. Title of the proposal
    - 4. Proposal number
  - ii. The envelope shall include:
    - 1. One (1) original hard copy of the proposal submittal
    - 2. Six (6) electronic CD ROM or flash drive sets of the proposal 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.
  - iii. Submission Format:
    - 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.
    - 2. Proposal must be properly signed and where applicable corporate and/or notary seals.
    - 3. Response to Criteria (Not to exceed 15 single sided pages, including "required form(s)") Each "required form" will be considered as one (1) page in regard to page count, even in instances where multiple pages must be utilized.
    - 4. Should not contain links to other Web pages
- c. Letters of Interest must, at a minimum include the following information: (please prepare in sections noted below)

#### Section(s):

- 1 Project CN Number and Name
- 2 Proposers' Company Information
  - a. Name and Address
  - b. Contact Person, phone, fax and email address
  - c. How many years has proposer been in business under present name?
  - d. Under what other former names has your organization operated?
  - e. Proposed responsible office
    - i. Location
    - ii. How many full time employees assigned to this location
  - f. Will work be shared amongst employees working out of different locations? If so, please provide the allocation of personnel and related work they are to perform.
- 3 Qualification Statement
  - a. Include consultant and/or proposed sub-consultants for advertised work

- 4 Proposed key personnel/project team and their roles (do not include resume's)
- 5 Project Understanding, Approach, ideas to improve scope of project
- 6 Reference Responses (to be returned by vendor's reference respondents)
- 7 Required Forms

- d. **ADDENDUM(S):** Each proposer/vendor shall examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be made in writing, submitted and received at least **eight (8) calendar days prior to the date when proposals/bids are due**. Responses will be done in the form of an Addendum posted on [www.leegov.com/procurement](http://www.leegov.com/procurement). It is the proposer/vendor's responsibility to check the website for information. No notifications will be sent by Lee County Procurement Management.
- e. **RESPONSES RECEIVED LATE:** The delivery of Letter of Interest to Lee County Procurement Management prior to or on the time and date as stated is solely and strictly the responsibility of the Consultant. Lee County Procurement Management shall not be responsible for delays caused by the E-mail System(s), United States Postal Service, Overnight Express Mail Services, or for delays caused by any other occurrence. Late Letters of Interest may be returned to the Consultant with the notation: "This Letter of Interest was received after the specified deadline time".
- f. **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 Lee County.
- g. **EXECUTION OF SOLICITATION:** All responses shall contain the signature of an authorized representative of the vendor in the space provided on the anti-collusion page. All responses shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the response shall be initialed.
- h. **ADDITIONS/REVISIONS/DELETIONS:** Additions, revisions or deletions to the general conditions, specifications that change the intent of the solicitation will cause the solicitation to be non-responsive and the response 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.

## 2. **ACCEPTANCE**

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

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

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

- a. Local Business Tax – Vendor shall submit within 10 calendar days after request.

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

4. **LEE COUNTY PAYMENT PROCEDURES**

All vendors are requested to mail an original invoice to:

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

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

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.

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 submission all sales or use taxes, which they will pay when making purchases of material or subcontractor's services.

5. **PUBLIC ENTITY CRIME**

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

6. **MISCELLANEOUS**

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

7. **WAIVER OF CLAIMS**

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

8. **AUTHORITY TO PIGGYBACK**

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

9. **COOPERATIVE PURCHASING**

The Lee County Board of County Commissioners participates in cooperative purchasing agreements; it is hereby made a part of this proposal that the submission of any proposal in response to this request constitutes a proposal made under the same conditions, for the same contract price, to the other governmental entities.

10. **COUNTY RESERVES THE RIGHT**

a) **Any Single Large Project**

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

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

The County, encourages the use of Disadvantaged Business Enterprise vendor(s) 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.

c) **Anti-Discrimination**

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

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

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

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

Vendor will provide all information and reports required by relevant regulations and/or applicable directives. In addition, the vendor shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance. The vendor shall maintain and make available relevant data showing the extent to which members of minority groups are beneficiaries under these contracts.

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

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

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

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

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

11. **DRUG FREE WORKPLACE**

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.

12. **AUDITABLE RECORDS**

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

14. **REQUIRED SUBMITTALS**

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

15. **TERMINATION**

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 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 solicitation for emergency purposes, as defined by the Lee County Purchasing and Payment Procedure Manual.

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

16. **CONFIDENTIALITY**

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

17. **ANTI-LOBBYING CLAUSE**

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

18. **INSURANCE (AS APPLICABLE)**

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

19. **CONFLICT OF INTEREST**

All firms are hereby placed on formal notice that per Section 3 of Lee County Ordinance No. 92-22:

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:

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.

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.

20. **PROTEST RIGHTS**

As a bidder/proposer in the formal solicitation process you have a right to protest an intended decision posted by the County as part of the solicitation process. "Decisions" are posted on the Lee County Procurement website and include, notices of award, notices reflecting an interim decision by an evaluation committee to short list the submittals, and recommendations of the committee to the Board for award of a contract. Vendors are responsible to check for information regarding the solicitation on this website. The process and procedure applicable to pursuing a bid/proposal protest are found in the Lee County Procurement Code/Manual posted on the Lee County website. In order to preserve your right to protest, you must file a written *Notice of Intent to File a Protest* with the Lee County Procurement Management Director by close of business (5pm) on the 3<sup>rd</sup> working day after the decision affecting your rights is posted on the Lee County website. The notice must clearly state the basis and reasons for the protest. The written Notice of Intent to File a Protest must be physically received by the Procurement Management Division within the required time frame; no additional time is granted for mailing. To



secure your right to protest, you will also be required to post a Protest Bond and file a written Formal Protest document within 10 calendar days after the date the Notice of Intent to File a Protest is received by Procurement Management.

FAILURE TO FOLLOW THE BID/PROPOSAL PROTEST PROCEDURE REQUIREMENTS ESTABLISHED BY THE LEE COUNTY, FLORIDA, BOARD OF COUNTY COMMISSIONERS AS SET FORTH IN THE PROCUREMENT CODE/MANUAL CONSTITUTES A WAIVER OF YOUR RIGHT TO PROTEST AND TO PURSUE ANY RESULTING CLAIMS.

21. **CONTRACTOR/SUB-CONTRACTOR RELATIONSHIP**

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

22. **MINORITY BUSINESS ENTERPRISE:**

Each proposer shall undertake to achieve a goal to place a portion of the total amount proposed, as per the goals established in Florida Statutes 287.9451(4)(n) with one or more M.B.E.'s, including suppliers of materials, goods as well as services. **The proposers shall document and include with their proposal documents the full name and address of the M.B.E.'s, along with a description of the services, supplies, materials or goods and the allocation of the cost of the same as it relates to each M.B.E. utilized.** Changes from those M.B.E.'s submitted with the proposal will be subject to the approval of the county. All M.B.E.'s shall be certified as a Minority Business Enterprise by the State of Florida, Department of Management Services, Office of Supplier Diversity pursuant to Section 287.0943, Florida Statutes, or by state wide and inter-local agreement certification, as provided for by Section 287.0943(1), Florida Statutes.

23. **SELECTION PROCEDURE:**

The selection of the Consultant will be made in accordance with Lee County Procurement Policy and Chapter 287.055 Florida Statutes. Some or all of the responding firms may be requested to provide telephone interviews or written or oral technical proposals (or both), for the ranking process. After ranking of the consultants by the Board of County Commissioners, the contract fee will be negotiated in accordance with Section 287.055, Florida Statutes.

**NOTE:** Proposed short-list and final selection meeting dates are posted on the Procurement Management web page at [www.lee.gov/procurement](http://www.lee.gov/procurement) .

24. **MAJOR BREAKDOWNS/NATURAL DISASTERS**

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

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

25. **SCRUTINIZED COMPANIES**

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. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of \$1 million or more, the company must certify that the company is not on

the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

**26. DESIGNATED CONTACT**

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

**27. AFFIDAVIT CERTIFICATION IMMIGRATION LAWS**

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

**28. AGREEMENTS/CONTRACTS**

The awarded vendor will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at <http://sp.leegov.com/procurement/forms>

**29. PROJECT GUIDELINES**

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

Any governmental entity may utilize the provisions of this contract for their specific needs.

No amount of work is guaranteed upon the execution of a Professional Services Agreement.

Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the contract period.

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

In reference to vehicle travel, mileage is considered incidental to the work and not an extra expense. Also, man-hours spent in travel time to and from work or the job site(s), are not compensable.

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

Cost Proposal Worksheet: to be used when performing work for Lee County.

**End of Section**

a) **Special Conditions:**

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

Type Special Conditions here: Use a standard bullet number.

- 1.
- 2.
- 3.
- 4.
- 5.

**LEE COUNTY, FLORIDA  
DETAILED SPECIFICATIONS  
FOR  
MISCELLANEOUS PLUMBING, HVAC AND ELECTRICAL ENGINEERING SERVICES**

**SCOPE**

Lee County Board of County Commissioners anticipates seeking professional consultant services for the following tasks: plumbing, HVAC, electrical and telecommunications projects or systems that may include, but not limited to the following:

1. Design.
2. Construction drawings (AutoCad).
3. Construction specifications.
4. Permitting.
5. Bidding and negotiation services.
6. Construction observation/administration.
7. Energy management program evaluations.
8. Conceptual estimates for new construction and renovation/retrofit projects.
9. Analysis of existing systems.
10. As built drawings (AutoCad dwg.).
11. Perform eleventh month warranty inspection.

Consideration will be given to only those firms that are qualified pursuant to law.

**TERM OF AWARD**

If awarded, the terms of this solicitation shall be in effect for two (2) years.

**MAJOR BREAKDOWNS/NATURAL DISASTERS**

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

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

**DESIGNATED CONTACT**

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

**AGREEMENTS/CONTRACTS**

The awarded vendor will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at <http://www.lee-county.com/gov/dept/ProcurementManagement/contracts/Pages/Forms.aspx> .

**PROJECT GUIDELINES AND CRITERIA**

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

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

Any governmental entity may utilize the provisions of this contract for their specific needs.

No amount of work is guaranteed upon the execution of a Professional Services Agreement.

Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the contract period, including the renewal.

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

In reference to Exhibit B of the Professional Service Agreement, vehicle travel mileage is considered incidental to the work and not an extra expense. Also, man-hours spent in travel time to and from work or the job site(s), are not compensable.

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

Cost Proposal Worksheet: to be used when performing work for Lee County.

Immigration Laws: Lee County will not intentionally award County contracts to any Consultant 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 shall consider the employment by any Consultant 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.

### EVALUATION CRITERIA

The firms offering the best submittal, in the opinion of the County, will be awarded a contract. Firms may be invited to participate in an interview/presentation after submission of responses.

In addition to the requested information listed under Submission of Letters of Interest, Section b, firms should address the following in their submittal:

#### CRITERIA 1: ESSAY (Maximum Points: 60)

In an essay not to exceed 200 words **per task**:

Identify the tasks you will be providing services for and discuss how your firm will address each of the parameters/requirements listed above under Scope, items 1-11.

#### CRITERIA 2: WORK EXPERIENCES (Maximum Points: 20)

Discuss your firm’s experience, expertise, and qualifications in the successful completion of at least one project for each of the tasks you are proposing to provide services for.

Information Provided Should Include:

- Project name, owner
- Contact name, phone number, and email address (ensure contact information is accurate and that contact has knowledge of the project)
- Costs
- Length of contract term , including start date and finish of project
- Summary of work performed, a short description of services performed

**CRITERIA 3: References (Maximum Points: 20)**

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

**Scoring Criteria**

Category	Category Title	Category Description	Points (CCNA)
1	Essay	Identify the tasks you will be providing services for and discuss how your firm will address each of the parameters/requirements listed above under Scope, items 1-11.	60
2	Work Experiences	Discuss your firm's experience, expertise, and qualifications in the successful completion of at least one project for each of the tasks you are proposing to provide services for.	20
3	Services/References	Services (past projects) and references that support your comments on the products or services you provide. Past customers related experience with your company.	20
			100

**RFP Submission Schedule**

Submission Description	Date(s)	Time
Advertise Request for Proposal (RFP)	5/20/2016	
Pre-Proposal Meeting	N/A	
Proposal Question Deadline	6/15/2016	Prior to 5:00 PM
Submission Deadline	6/24/2016	Prior to 2:30 PM
First Committee Meeting Short list discussion	TBD	
Notify Shortlist Selection via e-mail	TBD	
Final Scoring/Selection Meeting	TBD	
Commission Meeting	TBD	

## Major Insurance Requirements

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

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

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

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

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

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

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

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

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

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



**Verification of Coverage:**

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

- a. The certificate holder shall read as follows:

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

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

**II. 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.



## a) REQUIRED FORMS

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

### **Form #    Title/Description**

#### ***1      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.sunbiz.org>. All signatures must be by an authorized company representative

#### ***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 respondents 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. In the “Subject” block enter the name of the project the Proposer completed for that reference respondent
2. “Section 2” enter the name of the Proposer
3. The reference respondent should complete “Section 3” and return directly to Lee County Procurement Management. Reference survey should not be returned by the Proposer.
4. A minimum of 3 reference responses must be returned. Responses are due:  
Non-CCNA solicitations: 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 Award or Notice of Intent.  
CCNA and other evaluated proposals: 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.
5. “Section 4” is for the reference to print and sign name.

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

The form may be used to disclose any litigation that your company may be a part of involving negligence or breach of contract over the past ten years. You may need to duplicate this form to list all history. This should include at a minimum, litigation for similar projects completed in the State of Florida. Under part 6 of the form the final action needs to include in whose favor the litigation was settled and was a monetary amount awarded. Please do not write N/A on this form. If you have no litigation, enter “None” in section 3 of the form. If the proposer has more than 10 lawsuits, you may narrow them to litigation of the company or subsidiary submitting the solicitation response. See the form for further instruction and what to do if you have no litigation history in the past ten years. You may also submit the information in a table format if you have a large number of litigations to list. Simply put “See Attached Listing” in the block number 3.

#### ***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.

***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.

***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: 6/24/2016

SOLICITATION IDENTIFICATION: CN-160309/AB

SOLICITATION NAME: Miscellaneous Plumbing, HVAC, and Electrical Engineering Services

COMPANY NAME: \_\_\_\_\_

NAME & TITLE: (TYPED OR PRINTED) \_\_\_\_\_

BUSINESS ADDRESS: (PHYSICAL) \_\_\_\_\_

CORPORATE OR MAILING ADDRESS: \_\_\_\_\_

☐ SAME AS PHYSICAL \_\_\_\_\_

**ADDRESS MUST MATCH SUNBIZ.ORG**

EMAIL 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, Proposer makes all representations required by the instructions to Proposer and further warrants and represents that: Proposer has examined copies of all the solicitation documents and of the following addenda:

No. _____ Dated: _____	No. _____ Dated: _____
No. _____ Dated: _____	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](http://www.sunbiz.org) establishing your firm as authorized to conduct business in the State of Florida, as provided by the *Florida Department of State, Division of Corporations*. **ALL PROPOSALS MUST BE SIGNED, SEALED (IF APPLICABLE) AND EXECUTED BY A CORPORATE AUTHORITY**

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

**Form#1 – Solicitation Form, Page 2**

- 3 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 non-responsive.**

\_\_\_\_\_ ***Business Relationship Applicable***

\_\_\_\_\_ ***Business Relationship NOT Applicable***

- 4 Disadvantaged Business Enterprise (DBE) proposers’ please attach a current certificate \_\_\_\_\_ Yes \_\_\_\_\_ No
- 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.
- 6 Are there any modifications to the solicitation or specifications \_\_\_\_\_ Yes \_\_\_\_\_ No
- Modifications:

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Where Proposer is a Corporation, add:

\_\_\_\_\_  
Company Name: (Name printed or typed)

(Seal)

\_\_\_\_\_  
Secretary Signature:

\_\_\_\_\_  
Attest: (Secretary name printed or typed)

\_\_\_\_\_  
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.



**LEE COUNTY**  
S O U T H W E S T F L O R I D A

**AFFIDAVIT CERTIFICATION IMMIGRATION LAWS**

SOLICITATION NO.: CN-160309/AB

SOLICITATION NAME: MISCELLANEOUS PLUMBING, HVAC, AND  
ELECTRICAL ENGINEERING SERVICES

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

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

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

Company Name: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

III. STATE OF \_\_\_\_\_

IV. COUNTY OF \_\_\_\_\_

The foregoing instrument was signed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_, by \_\_\_\_\_ who has produced

(Print or Type Name)

\_\_\_\_\_ as identification.

(Type of Identification and Number)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Printed Name of Notary Public

\_\_\_\_\_  
Notary Commission Number/Expiration

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



**LEE COUNTY**  
SOUTH WEST FLORIDA

**Solicitation #** CN160309/AB Miscellaneous Plumbing, HVAC, and Electrical Engineering Services

**Lee County Procurement Management**  
**Reference Survey**

**Section 1**

<b>FROM:</b>		<b>BUYER:</b> Adam Brooke	
<b>COMPANY:</b>		<b>DATE:</b> 6/24/2016	
<b>PHONE #:</b>		<b>TOTAL # PAGES:</b> 1	
<b>FAX #:</b>		<b>PHONE #:</b> 239-533-8881	<b>FAX #:</b> 239-485-8383
<b>EMAIL:</b>		<b>BUYER EMAIL:</b> <a href="mailto:Abrooke@LeeGov.com">Abrooke@LeeGov.com</a>	

**SUBJECT:** Reference for work completed regarding (Proposer project name):

You as an individual or Your company has been given as a reference on a project identified above.

**Description of Lee County Project:** Lee County Board of County Commissioners anticipates seeking professional consultant services for the following tasks: plumbing, HVAC, electrical and telecommunications projects or systems that may include, but not limited to the following: Design, Construction drawings (AutoCad), Construction specifications, Permitting, Bidding and negotiation services, Construction observation/administration, Energy management program evaluations, Conceptual estimates for new construction and renovation/retrofit projects, Analysis of existing systems, As built drawings (AutoCad dwg.) and Perform eleventh month warranty inspection.

**Section 2**

**Proposer name** (reference is being provided for):

**Section 3**

**"YES" OR "NO"**

- |  |  |
|--|--|
| 1. Was the scope of work performed similar in nature?  |  |
| 2. Did this company have the proper resources and personnel by which to get the job done?  |  |
| 3. Were any problems encountered with the company's work performance?  |  |
| 4. Were any change orders or contract amendments issued, other than owner initiated?   |  |
| 5. Was the job completed on time?  |  |
| 6. Was the job completed within budget?  |  |
| 7. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources.<br>Rate from 1 to 10. (10 being highest) |  |
| 8. If the opportunity were to present itself, would you rehire this company?   |  |
| 9. Please provide any additional comments pertinent to this company and the work performed for you:  |  |

**Section 4**

**PLEASE COMPLETE AND RETURN TO THE ATTENTION OF:** Adam Brooke

Email [Abrooke@leegov.com](mailto:Abrooke@leegov.com) or FAX # 239-485-8383

Reference Name (Print Name)

Please submit non-Lee County employees as references

Reference Signature

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

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

**Please fill in the form below. Provide a sheet for each incident 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 or submit your own variation.**

1.	Your Company Name			
2.	Type of Incident	Place an "X" in the appropriate block.	Alleged Negligence	Breach of Contract
3.	Date of Incident			
4.	Who Took Action Against Your Company? (Include name, City, and State)			
5.	What was the initial circumstance for this action?			
6.	What was the final outcome of this action? (who prevailed)			

Make as many copies of this sheet as necessary in order to provide a 10 year history of the requested information. Provide this sheet to your primary partners listed in your proposal. If there is no action pending or action taken in the last 10 years, write 'NONE' on the line 3 of this page and return it with the company name completed.

Page Number:  of

Update the page number to reflect the current page and the total number of pages. If you must use a separate sheet to continue an explanation please reference the page and item number on the separate sheet. Example: Page 3, Item 5.

**Alternate Reporting:** If you have more than 10 lawsuits, report the most recent 10 lawsuits. This may be done on a spreadsheet. Please include the name of the information requested above. (Do not include litigation with your company as the plaintiff). Final outcome should include whether a monetary settlement was made. The amount may remain anonymous. In the blocks above enter, "See Enclosed Spreadsheet" of you use this alternate method.

**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

**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.**

Notary:

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was signed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_

**20** \_\_\_\_\_ by \_\_\_\_\_ who has produced  
\_\_\_\_\_ as identification (or personally known)

Type of ID and number

⇒

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**

\_\_\_\_\_

- 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. 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**

7. Describe the types, amount and location of equipment you have available to service this contract.

[illegible]

8. Describe the types, amount and location of material stock that you have available to service this contract.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

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Attach additional page(s), if necessary

## Form#6-Sub-contractor List



**LEE COUNTY**  
S O U T H W E S T F L O R I D A

**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.

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 offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (c), 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.

\_\_\_\_\_ 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 \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_  
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_\_ day  
of \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_  
(NOTARY PUBLIC)

My Commission Expires: \_\_\_\_\_

**Cut along the outer border and affix this label to your sealed solicitation envelope to identify it as a “Sealed Proposal”.**

<b>PROPOSAL DOCUMENTS • DO NOT OPEN</b>	
SOLICITATION No.:	CN-160309/AB
SOLICITATION TITLE:	<b>Miscellaneous Plumbing, HVAC, and Electrical Engineering Services</b>
DATE DUE:	<b>June 24, 2016</b>
TIME DUE:	<b>Prior to: 2:30 PM</b>
SUBMITTED BY:	
	(Name of Company)
Email address	Telephone
<b>DELIVER TO:</b>	Lee County Procurement Management 1500 Monroe Street, 4th Floor Fort Myers FL 33901
<b><i>Note: proposals received after the time and date above will not be accepted.</i></b>	



1500 Monroe Street, 4<sup>th</sup> Floor  
Fort Myers, FL 33901  
(This is the Lee County Public Works Building)  
Main Line: 239-533-8881

**PLEASE PRINT CLEARLY**

**Proposer Check List**

LEE COUNTY PROCUREMENT MANAGEMENT -  
**PROPOSER CHECK LIST**

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

	1	The Solicitation has been signed and with corporate seal (if applicable).
	2	The Solicitation prices offered have been reviewed (if applicable).
	3	The price extensions and totals have been checked (if applicable).
	4	Substantial and final completion days inserted (if applicable).
	5	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	Erasures or other changes made to the Solicitation document have been initialed by the person signing the Solicitation.
	9	Required Form: Provided a copy of corporate registration from <a href="http://www.sunbiz.org">www.sunbiz.org</a>
	10	Required Form 1: Solicitation form completed
	11	Required Form 2: Affidavit Certification Immigration Laws, Signed and Notarized
	12	Required Form 3: Reference Surveys have been sent to reference respondents
	13	Required Form 4: Negligence or Breach of Contract disclosure, completed or marked None
	14	Required Form 5: Affidavit Principal Place of Business
	15	Required Form 6: Sub-contractor List, complete is sub-contractors will be utilized
	16	Required Form 7: Public Entities Crime Form
		Business Relationship Disclosure Requirement (if Applicable)
	17	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
	18	The Solicitation will be mailed or delivered in time to be received no later than the specified <u>opening date and time</u> . (If solicitation is not received prior to deadline it cannot be considered or accepted.)
	19	All modifications have been acknowledged in the space provided

**\*\*This form is not required to be returned with your solicitation, but used as a tool when responding to the solicitation.**