



Advertise Date: Friday, May 15, 2020

Lee County Board of County Commissioners
PROCUREMENT MANAGEMENT DEPARTMENT

Design-Build
Request for Proposal

Solicitation No.:	DB200191ANB		
Solicitation Name:	North Lee County Water Treatment Plant Expansion to 15MGD		
Open Date/Time:	6/17/2020	Time:	2:30 PM
Location:	Lee County Procurement Management 2115 Second Street, 1st Floor Fort Myers, FL 33901		
Procurement Contact:	Adam Brooke	Title	Procurement Analyst
Phone:	(239) 533-8851	Email:	Abrooke @leegov.com
Requesting Dept.	Utilities		

Pre-Solicitation Meeting:

Type:	Mandatory
Date/Time:	6/2/2020 10:00 AM
Location:	18250 Durrance Road, North Fort Myers, FL 33917

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

**Notice to Contractor / Vendor / Proposer(s)****DB200191ANB North Lee County Water Treatment Plant Expansion to 15MGD****Design-Build Request for Proposal**

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

North Lee County Water Treatment Plant Expansion to 15MGD

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

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

2:30 PM Wednesday, June 17, 2020

to the office of the **Procurement Management Director**. The Proposal shall be received in a sealed envelope at **2115 Second Street, 1st Floor, Fort Myers, Florida 33901**, prior to the time scheduled to receive Proposal(s), 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. 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 Proposer's responsibility to check for posted information. The County may not accept incomplete proposals.

A Mandatory Pre-Proposal Conference has been scheduled for the following time and location

10:00 AM June 2, 2020 at 18250 Durrance Road, North Fort Myers, Florida 33917 for the purpose of discussing the proposed project. Prospective Proposers are encouraged to attend. All prospective Proposers are encouraged to obtain and review plans, specifications, and scope of work for this proposal before the pre-proposal so that they may be prepared to discuss any question or concerns they have concerning this project. A site visit may follow the pre-proposal conference. Questions regarding this Request for Proposal are to be directed, in writing, to the individual listed below using the email address list below or faxed to (239) 485 8383 during normal working hours.

Adam Brooke, Abrooke@LeeGov.com

Sincerely,

A handwritten signature in blue ink that reads "Lindsay Cepero".

Lindsay Cepero, CPPB
Procurement Management

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

Terms and Conditions Request for Proposal Design-Build Firm

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. **Approved Alternate:** Solicitation documents may make reference of specific manufacturer(s) or product(s). These references serve only as a recommendation and a guide to minimum quality and performance. The references are not intended to exclude approved alternatives of other manufacturer(s) or product(s).
- 1.3. **Award:** The determination of a successful Bidder(s) in response to this solicitation.
- 1.4. **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.
- 1.5. **Bidder/Responder/Proposer:** One who submits a response to a solicitation.
- 1.6. **Bid Bond/Security:** Security in the form and amount required by the County pledging that the Bidder shall enter into a Contract with the County in accordance with the terms stated in its Bid.
- 1.7. **County:** Refers to Lee County Board of County Commissioners.
- 1.8. **Contract/Agreement:** The written contract between the County and a successful Bidder pursuant to this Solicitation, a draft copy of which is attached hereto.
- 1.9. **Design-Build:** is a project delivery system used in the construction industry. It is a method to deliver a project in which the design and construction services are contracted by a single entity known as the design-builder or design-build contractor.
- 1.10. **Design-Build Firm:** a single entity which provides design and construction services.
- 1.11. **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 Department. Only bids or proposals received prior to the established date and time will be considered.
- 1.12. **Liquidated Damages:** Damages paid usually in the form of monetary payment, agreed by the parties to a contract which are due and payable as damages by the party who breaches all or part of the contract. May be applied on a daily basis for as long as the breach is in effect.
- 1.13. **Procurement Management:** shall mean the Director of Lee County's Procurement Management Department or designee.
- 1.14. **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.
- 1.15. **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.
- 1.16. **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.
- 1.17. **Work:** All labor, materials, equipment and incidentals required to fully, finally and properly complete the construction project described herein and otherwise fully, finally and properly comply with all terms and conditions of the Contract Documents.

2. ORDER OF PRECEDENCE

- 2.1. In resolving conflicts, errors, and discrepancies among the provisions of the Contract Documents, the order of precedence shall be as follows
 - 2.1.1. Florida State Law as applied to County Purchasing
 - 2.1.2. Lee County Procurement Management Department Ordinance 18-22
 - 2.1.3. Change Orders
 - 2.1.4. Contract/Agreement including amendments and Exhibits

- 2.1.5. Field Directive Change Orders
- 2.1.6. The Solicitation Documents, including any Addenda

3. RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES

- 3.1. It shall be the responsibility of the Proposer to assure compliance with all other federal, state, or county codes, rules, regulations or other requirements, as each may apply. Any involvement with Lee County shall be in accordance with but not limited to:
 - 3.1.1. Lee County Procurement Management Department Ordinance 18-22
 - 3.1.2. Florida State Statute 287.055: Consultant Competitive Negotiation Act (CCNA), (CN)
 - 3.1.3. Pursuant to FL § Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed bids or proposals received by the County. Pursuant to this, solicitations 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 calendar days after bid or proposal opening, whichever is earlier.
 - 3.1.4. Florida Statute 218 Public Bid Disclosure Act.
 - 3.1.5. Florida Statute 337.168 Confidentiality of official estimates, identities of potential bidders, and bid analysis and monitoring.
 - 3.1.6. FL § Section 607.1501(1) states: A foreign corporation may not transact business in the State of Florida until it obtains a certificate of authority from the Department of State.
- 3.2. **Local Business Tax:** If applicable, provide with proposal.
- 3.3. **License(s):** Proposer should provide, at the time of the opening of the proposal, all necessary permits and/or licenses required for this product and/or service.

4. RFP – PREPARATION OF PROPOSAL

- 4.1. **Sealed Manual Submission:** Proposals must be sealed in an envelope, and the outside of the envelope must be affixed with the label included in the forms section.
- 4.2. **Submission Format:**
 - 4.2.1. Required Forms: complete and return **all** required forms. If the form is not applicable, please return with “Not Applicable” or “N/A” in large letters across the form.
 - 4.2.2. Execution of Proposal: All documents must be properly signed by corporate authorized representative, and where applicable witnessed and corporate and/or notary seals affixed. All proposals shall be typed or printed in ink. The Proposer may not use erasable ink. All corrections made to the proposal shall be initialed. Execution of submission is to be done by an authorized corporate representative. If representative is not listed on Sunbiz.org print-out a formal letter of authorization, by an officer listed in the sunbiz.org print-out, should be attached.
 - 4.2.3. Should not contain links to other Web pages.

5. RESPONSES RECEIVED LATE

- 5.1. It shall be the Proposer’s sole responsibility to deliver the proposal submission to the Lee County Procurement Management Department 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.
- 5.3. The Lee County Procurement Management Department shall not be responsible for delays caused by the method of delivery such as, but not limited to; internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.

6. PROPOSER REQUIREMENTS (unless otherwise noted)

- 6.1.1. **Responsive and Responsible:** Only proposals received from responsive and responsible Proposers will be considered. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other necessary action, such as background checks, to determine ability to perform is satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicates an inability for the proposer to perform.

6.1.2. Additional sources may be utilized to determine credit worthiness and ability to perform. Additional sources may be utilized to determine credit worthiness and ability to perform.

6.1.3. Any Proposer or sub-Proposer that will have access to County facilities or property may be required to be screened to a level that may include, but is not limited to fingerprints, statewide criminal. There may be fees associated with these procedures. These costs are the responsibility of the Proposer or sub-Proposer.

6.1.4. Proposers are responsible for ensuring that any required background screening are conducted in accordance with Chapter 435. Proposers shall be aware, understand, and ensure compliance with the statutory requirements regarding background checks. FL Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Proposer who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law. Such requirements shall flow down to sub-contractors/consultants of the prime Proposer and prime Proposer shall ensure compliance with Chapter 435 of such parties.

6.1.4.1.1. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

6.2. **Past Performance:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.). Poor or unacceptable past performance may result in Proposer disqualification.

6.3. **Preparation Cost:** The Proposer is solely responsible for any and all costs associated with responding to this solicitation. No reimbursement will be made for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any Proposer.

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 prospective Proposers are encouraged to obtain and review the solicitation documents prior to the pre-proposal so they may be prepared to discuss any questions or concerns they have concerning this project. All verbal questions and answers are considered informal. All questions must be submitted formally in writing to the procurement staff noted on the first page of the solicitation document. A formal response will be provided in the form of an addendum (see "County Interpretation/Addendums" for additional information.) A site visit may follow the pre-proposal conference, if applicable.

7.2. **Non-Mandatory:** Pre-solicitation conferences are generally non-mandatory, but it is highly recommended that prospective Proposers participate.

7.3. **Mandatory:** Failure to attend a mandatory pre-solicitation conference will result in the proposal being considered **non-responsive**.

8. COUNTY INTERPRETATION/ADDENDUMS

8.1. Each Proposer shall examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be **submitted in writing prior to 5:00 PM at least eight (8) calendar days prior to the date when the submission is due.**

8.2. Response(s) will be in the form of an Addendum posted on www.leegov.com/procurement. It is solely the Proposer's responsibility to check the website for information. No notifications will be sent by Lee County Procurement Management Department associated with this solicitation.

8.3. All Addenda shall become part of the Contract Documents.

8.4. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. Interpretation of the meaning of the plans, specifications or any other contract document, or for correction of any apparent ambiguity, inconsistency or error there in, shall be in writing. Issuance of a written addendum by the County's Procurement Management Department is the only official method whereby interpretation, clarification or additional information can be given.

9. QUALITY GUARANTEE/WARRANTY (as applicable)

- 9.1. Proposer will guarantee their work without disclaimers, unless otherwise specifically approved by the County, for a minimum of twelve (12) months from final completion.
- 9.2. Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of final completion.
- 9.3. Unless otherwise specifically provided in the specifications, the equipment must be warranted for twelve (12) months, shipping, parts and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to the County.
- 9.4. If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed, the vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials, if in its judgment the item reflects unsatisfactory workmanship or manufacturing or shipping damage. The vendor shall refund, to the County, any money which has been paid for same.

10. SUBSTITUTION(S)/APPROVED ALTERNATE(S)

- 10.1. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If a proposer wishes to make a substitution in the specifications, the bidder shall furnish to the County, **no later than ten (10) business days prior to the solicitation opening date**, the name of the manufacturer, the model number, and other identifying data and information necessary to aid the County in evaluating the substitution. Such information is submitted through the Procurement Management Division. Any such substitution shall be subject to County approval through the issuance of a written addendum by the County's Procurement Management Division. Substitutions shall be approved only if determined by the County to be an **Approved Alternate** to the prescribed specifications.
- 10.2. A proposal containing a substitution is subject to disqualification if the substitution is not approved by the County. Items bid must be identified by brand name, number, manufacturer and model, and shall include full descriptive information, brochures, and appropriate attachments. Brand names are used for descriptive purposes only. An **Approved Alternate** product or service may be used.

11. ADDITIONS, REVISIONS AND DELETIONS

- 11.1. Additions, revisions, or deletions to the Terms and Conditions, Specifications, Bid Schedule, or other document provided by Lee County Procurement Management Department that changes the intent of the solicitation will cause the solicitation to be non-responsive and the proposal will not be considered. The Procurement Management Director shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the solicitation.

12. NEGOTIATED ITEMS

- 12.1. Any item not outlined in the Scope of Services may be subject to negotiations between the County and the successful Proposer.
- 12.2. After award of this proposal the County reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion.
- 12.3. At contract renewal time(s) or in the event of significant industry wide market changes, the County may negotiate justified adjustments such as price, terms, etc., to this contract with the County, in its sole judgment, considers such adjustments to be in the best interest of the County.

13. ERRORS, OMISSIONS, CALCULATION ERRORS (as applicable)

- 13.1. **Errors/Omissions:** Approval by County of the successful proposer's work product for the project shall not constitute nor be deemed a release of the responsibility and liability of the successful proposer for the

accuracy and competency of the successful proposer's designs, drawings, specifications or other documents and work pertaining to the project. Additionally, approval by the County of the successful proposer's work product shall not be deemed to be an assumption of drawings, specifications or other documents prepared by the successful proposer for the project. After acceptance of the final plans by the County, the successful proposer agrees, prior to and during the construction of the project, to perform such successful proposer 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 proposer pertaining to the project.

- 13.2. **Calculation Errors:** In the event of multiplication/addition error(s), the unit price shall prevail. Written prices shall prevail over figures where applicable. All proposals shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

14. CONFIDENTIALITY

- 14.1. Proposers 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.
- 14.2. If information is submitted with a proposal that is deemed "Confidential" the Proposer must stamp those pages of the proposal that are considered confidential. The Proposer must provide documentation as to validate why these documents should be declared confidential in accordance with Chapter 119, "Public Records," exemptions.
- 14.3. Lee County **will not reveal engineering estimates or budget amounts for a project** unless required by grant funding or unless it is in the best interest of the County. According to Florida State Statute 337.168: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of s. 119.07(1) until the contract for the project has been executed or until the project is no longer under active consideration.

15. CONFLICT OF INTEREST

- 15.1. All Proposers are hereby placed on formal notice that per Section 3 of Lee County Ordinance No. 92-22: The County is prohibited from solicitation of a professional services firm to perform project design and/or construction services if the firm has or had been retained to perform the project feasibility or study analysis.
- 15.2. Should your proposal be found in violation of the above stated provisions; the County will consider this previous involvement in the project to be a conflict of interest, which will be cause for immediate disqualification of the proposal from consideration for this project.
- 15.3. **Business Relationship Disclosure Requirement:** The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statutes. All Proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of Lee County or any of its agencies. Further, all Proposers must disclose the name of any County employee who owns directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

16. ANTI-LOBBYING CLAUSE (Cone of Silence)

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

17. DRUG FREE WORKPLACE

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

18. DISADVANTAGED BUSINESS ENTERPRISE (DBE's)

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

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

19. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

- 19.1. The Proposer agrees to comply, in accordance with Florida Statute 287.134, 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of 2008 (ADAAA) that furnishing goods or services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- 19.2. The Proposer will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or marital status. The Proposer will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, disability or marital status.
- 19.3. The Proposer will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The Proposer will take such actions in respect to any sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.
- 19.4. 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.

20. SUB-PROPOSER/CONSULTANT

- 20.1. The use of Sub-Proposer/Consultant under this solicitation is not allowed without prior written authorization from the County representative.

21. BOND/SURETY (CONSTRUCTION)

- 21.1. Bonding/Surety is required in accordance with the Lee County Procurement Management Department Ordinance 18-22.
- 21.2. **Payment and Performance Bond:** In accordance with F.S. 255.05 and Lee County Procurement Management Ordinance 18-22, a Public Payment and Performance Bond is to be issued in a sum equal to one-hundred (100%) percent of the total awarded contract amount by a surety company considered satisfactory by Lee County and otherwise authorized to transact business in the State of Florida shall be required from the successful Proposer. This shall insure the faithful performance of the obligations imposed by the resulting contract and protect the County from lawsuits for non-payment of debts incurred during the successful Proposers performance under such Contract.
- 21.2.1. A public Payment and Performance bond must be properly executed, by the Surety Company and successful Proposer, and recorded with the Lee County Clerk of Court, within **seven calendar days** after notification by Lee County of the approval to award the Contract.
- 21.2.2. A **Clean Irrevocable Letter of Credit or Cash Bond** may be accepted by the County in lieu of the Public Payment and Performance Bond.
- 21.3. Only Lee County form(s) may be accepted. Forms are available at <https://www.leegov.com/procurement/forms>.
- 21.4. **Personal Checks are not acceptable to Lee County as a Bid Security.**

- 21.5. **Surety:** In order to be acceptable to the County, a Surety Company issuing Evidence of Bondability, Bid Guaranty Bonds or 100% Public Payment and Performance Bonds or Letters of Credit called for herein shall meet and comply with the minimum standards set forth in as part of the Contract Documents. The surety company shall be authorized to do business and in good standing with the Florida Department of State. All such bonds shall be issued or countersigned by a local producing agent who is a Florida resident with satisfactory evidence of its authority to execute the bond being submitted.

22. PERMITS (CONSTRUCTION)

- 22.1. Unless otherwise specified herein, the Contractor will secure and pay for all permits, impact fees, and licenses and will pay for all governmental charges and inspection fees necessary for the prosecution of the work. County permits and fees are required to be obtained and paid for by the Contractor.
- 22.2. The Contractor will also pay all public utility charges and connection fees, except as provided for in the Contract Documents.
- 22.3. Permits and licenses of regulatory agencies, which are necessary to be maintained after completion of the guarantee period, shall be secured and paid for by the County.
- 22.4. Pursuant to the requirements of Florida Statute 218.80, this is a disclosure of permits and fees to be paid by the Contractor to complete the scope of work as described herein. This list does not relieve the successful bidder/vendor of its responsibility to obtain and pay for permits required by other governmental entities as specified elsewhere in this document.
- 22.5. Permits obtained by the Contractor will be reimbursed at cost, no mark-up.

23. DESIGN-BUILD FIRM TEAM REQUIREMENTS

- 23.1. Upon the award of a Contract, the Design-Build Firm shall be contracted with the County to furnish design and construction as stated in the Design-Build agreement. The County shall at all times retain complete contractual control of all County contracts, project funds, and disbursements.
- 23.2. The Design-Build Firm shall furnish administration and management of the design and construction process and other specified services to the County. The Design-Build Firm shall perform his or her obligations in an expeditious and economical manner consistent with the interests of the County. As further defined in the Design-Build agreement located on the County website <https://www.leegov.com/procurement/forms>
- 23.3. The Design-Build Firm will comply with all County, County, State, and Federal regulations, ordinances, and laws as they apply to this Project.
- 23.4. Ancillary Technical Services: The County may request that the Design-Build Firm perform Ancillary Technical Services that shall include, but not be limited to:
- 23.4.1. Geo-technical, soil investigation, material and acceptance testing, and/or subsurface investigation services.
- 23.4.2. Land Surveying.
- 23.4.3. Other testing and consultant services that are determined by the County to be required for the Project.
- 23.5. Shall have experience with the Design/Build concepts and/or valued engineering concept.

24. RFP - PROJECT GUIDELINES

- 24.1. The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and or Requirements which shall service as a guide to the Proposer(s) in conforming the professional services and work to provide pursuant to this Agreement/Contract:
- 24.1.1. This contract does not entitle any firm to exclusive rights to County agreements/contracts. The County reserves the right to perform any and all available required work in-house or by any other means it so desires.
- 24.1.2. In reference to vehicle travel, mileage and person-hours spent in travel time, are considered incidental to the work and not an extra compensable expense.
- 24.1.3. Lee County reserves the right to add or delete, at any time, and or all tasks or services associated with this agreement.

- 24.1.4. Any Single Large Project: The County, in its sole discretion, reserves the right to separately solicit any project that is outside the scope of this solicitation, whether through size, complexity or the dollar value.
- 24.1.5. **Background Check(s):** The County is committed to maintaining a safe and secure environment. The following shall apply to the contractor, contractor employees, employees hired through a third party staffing vendor, subcontractors and any other staffing that may be working in or around a County Facility, School, Library and other locations as deemed necessary. Upon written request by Lee County Procurement Management, the contractor at its expense must conduct a background check for each of its employees, as well as for the employees of its subcontractors, who will provide services to the County or have access to the County computer systems, through either onsite or remote access. Contractor employees, for the purpose of this requirement, include such temporary staff as office support, custodial service and any third party vendor. Background checks shall be conducted through the Florida Department of Law Enforcement and provided to Lee County Procurement Management Department at procurement@leegov.com. Background checks must be conducted prior to commencement of said project(s).

25. RFP – EVALUATION

- 25.1. **Ranking Method:** Lee County uses the Dense Ranking (1223” ranking). In Dense Ranking, items that compare equal, receive the same ranking number, and the next item(s) receive the immediately following ranking number. Equivalently, each item’s ranking number is 1 plus the number of items ranked above it that are distinct with respect to the ranking order. This ranking method is used for each individual committee member’s scores. Thus if A ranks ahead of B and C (which compare equal) which are both ranked ahead of D, then A is ranked number 1(“first”), B is ranked number 2 (“joint second”), C is also ranked number 2 (“joint second”) and D is ranked number 3 (“third”).
- 25.2. **Evaluation Meeting(s):**
 - 25.2.1. The first evaluation will rank Proposers based on the scores from the selection criteria point values.
 - 25.2.2. Following the initial evaluation process, the short-listed proposer(s) may be required to provide an on-site interview/presentation.
 - 25.2.3. Such subsequent evaluations are to be accomplished by simply ranking the Proposers based off the details provided through the on-site interview/presentation. Proposers will be ranked in sequential order with one (1) being the highest ranking. Proposers’ rankings will then be totaled with the total lowest scores receiving final rank order starting with one (1) that shall indicate the highest technically evaluated and most qualified Proposer by the evaluation committee.
 - 25.2.4. Proposed short-list and final selection meeting dates are posted on the Procurement Management web page: www.leegov.com/procurement (Projects, Award Pending.)

26. RFP – SELECTION PROCEDURE

- 26.1. The selection will be made in accordance with Lee County Procurement Policy, Ordinance 18-22 and Chapter 287.055 FL § for Professional Services Contracts. Some or all of the responding Proposer(s) may be requested to provide interviews and/or presentations of their proposal, for the ranking process
- 26.2. Agreement/Contract fees will be negotiated in accordance with Section 287.055 FL §.
- 26.3. The recommendation to award, negotiated rates and agreement/contract(s) will be submitted to the Board of County Commissioners for approval, if required.
- 26.4. If a satisfactory agreement/contract(s) cannot be negotiated, in a reasonable amount of time, the County, in its sole discretion, may terminate negotiations with the selected Proposer(s) and begin agreement/contract negotiations with the next finalist.
- 26.5. The Procurement Management Director reserves the right to exercise their discretion to:
 - 26.5.1. Make award(s) to one or multiple Proposers.
 - 26.5.2. Waive minor informalities in any response;
 - 26.5.3. Reject any and all proposals with or without cause;
 - 26.5.4. Accept the response that in its judgment will be in the best interest of Lee County.

27. RFP – TIEBREAKER

- 27.1. In the event of a tie, two or more proposers that have the same ranking, the following steps will be taken to determine the highest ranked proposer. This method shall be used for all (RFP) ties.
 - 27.1.1. Step 1: The proposer that has the highest number of 1st place rankings shall be deemed the first ranked proposer. In the event a tie still exists the proposer with the highest number of 2nd, place rankings shall be the first ranked proposer. Should a tie still remain the method used above will continue with each ranking level, 3rd, then 4th, then 5th, etc. rank, will be counted until the tie is broken.
 - 27.1.2. Step 2: At the conclusion of step 1, if all is equal, the proposer having a drug-free work place program, shall be deemed the first ranked proposer.
 - 27.1.3. Step 3: In the event the tie exists then the highest ranked proposer from the first evaluation committee meeting, in which point values were applied, will win the award. One being the highest.
 - 27.1.4. Step 4: At the conclusion of steps 1, 2, 3, if all are equal, the 1st place proposer shall be determined by the flip of a coin.
 - 27.2. When the tiebreaker is determined the highest ranked Proposer shall enter into contract negotiations.
28. RFP – EVALUATION/ SELECTION COMMITTEE
- 28.1. 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 unless otherwise mandated by law.
 - 28.2. The Selection Committee will receive and review written proposals in response to this Request for Proposal (RFP). Responses will be evaluated against a set of criteria to determine those Proposers/Firms most qualified and suited for this project, resulting, where applicable, in a short-list of no fewer than the top ranked three (3) firms to be interviewed or provide presentations.
 - 28.3. The County reserves the right, where allowable and applicable, to begin negotiations with the top ranked firm(s) without hosting interviews/presentations.
29. WITHDRAWAL OF PROPOSAL
- 29.1. No proposal may be withdrawn for a period of **180 calendar days** after the scheduled time for receiving submissions. 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.
 - 29.2. A Proposer may withdraw a proposal any time prior to the opening of the solicitation.
 - 29.3. 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 mistakes in the preparation of the proposal document. In such circumstance, the decision of the Procurement Management Director to allow the proposal withdrawal, although discretionary, shall be based upon a finding that the Proposer, by clear and convincing evidence, has met each of the following four tests:
 - 29.3.1. The Proposer acted in good faith in submitting the proposal,
 - 29.3.2. The mistake in proposal preparation that was of such magnitude that to enforce compliance by the Proposer would cause a severe hardship on the Proposer,
 - 29.3.3. The mistake was not the result of gross negligence or willful inattention by the Proposer; and
 - 29.3.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally awarded the contract/agreement.
30. PROTEST RIGHTS
- 30.1. Any Bidder 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.
 - 30.2. Notice of Intended Decision is posted on the Lee County Department of Procurement Management website (www.leegov.com/procurement). Bidders are solely responsible to check for information regarding the Solicitation.
 - 30.3. 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.

30.4. 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.**

30.4.1. The notice shall clearly indicate all grounds being claimed for the protest.

30.4.2. 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.

30.5. 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.

30.6. **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.**

31. AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES

31.1. 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.

32. CONTRACT ADMINISTRATION

32.1. **Designated Contact:**

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

32.1.2. Lee County requires the awarded Proposer to provide the name of a contact person(s) and phone number(s), which will afford Lee County access 24 hours per day, 365 days per year, of this service in the event of major breakdowns or natural disasters.

32.2. **RFP – Basis of Award:**

32.2.1. Award will be made to the most responsible and responsive Proposer based on the evaluation criteria.

32.3. **Agreement/Contract:**

32.3.1. The awarded Proposer will be required to enter into the contract with the County and will be required to perform the work in accordance with the contract terms and conditions. A sample of this document may be viewed on-line at <http://www.leegov.com/procurement/forms>.

32.4. **Records:**

32.4.1. Retention: The Proposer shall maintain such financial records and other records as may be prescribed by Lee County or by applicable federal and state laws, rules and regulations. Unless otherwise stated in the specifications, the Proposer shall retain these records for a period of ten (10) years after final payment, or until they are audited by Lee County, whichever event occurs first.

32.4.2. 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/Proposer(s) are hereby informed of their requirement to comply with FL §119 specifically to:

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

32.4.2.2. 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.

32.4.2.3. 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.

32.4.2.4. 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.

32.4.3. Public Record: **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES , TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, PRRCustodian@leegov.com or <http://www.leegov.com/publicrecords>.**

32.4.4. 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 Proposer in connection with its services hereunder, include all documents bearing the professional seal of the successful Proposer, and shall be delivered to and become the property of Lee County, prior to final payment to the successful Proposer or the termination of the agreement. This includes any electronic versions, such as CAD or other computer aided drafting programs.

32.5. **Termination:**

32.5.1. 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 Proposer, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.

32.5.2. 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 Management Ordinance 18-22.

32.5.3. Any Proposer who has voluntarily withdrawn from a solicitation without the County's mutual consent during the contract period shall be barred from further County procurement for **a period of 180 calendar 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.

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

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

32.5.4.2. 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;

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

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

29.6 **Termination for Convenience:**

29.6.1. The County may terminate the entire Contract or any portion thereof, if the Director determines that a termination is in the County's interest. The Director will deliver to the Contractor a Written Notice of Termination specifying the extent of termination and the effective date.

29.6.1.1. When the County terminates the entire Contract, or any portion thereof, before the Contractor completes all items of work in the Contract, the County will make payment for the actual number of units or items of work that the Contractor has completed, at the Contract unit price, and according to the formulas and provisions set forth in the contract documents for work partially completed, and such payments will constitute full and complete compensation for such work or items. No payment of any kind or amount will be made for items of work not started. The County will not consider any claim for loss of anticipated profits, or overhead of any kind (including home office and jobsite overhead or other indirect impacts) except as provided for within the contract documents for partially completed work.

29.6.1.2. The County will consider reimbursing the Contractor for actual cost of mobilization (when not otherwise included in the Contract) including moving equipment to the job where the volume of the work that the Contractor has completed is too small to compensate the Contractor for these expenses under the Contract unit prices.

29.6.1.3. The County may purchase at actual cost acceptable materials and supplies procured for the work, that the County has inspected, tested, and approved and that the Contractor has not incorporated in the work. Submit the proof of actual cost, as shown by receipted bills and actual cost records, at such points of delivery as the Director may designate.

29.6.1.4. Termination of a contract or a portion thereof, does not relieve the Contractor or the surety of its responsibilities for the completed portion of the contract or its obligations for and concerning any just claims arising out of the work performed.

29.6.1.5. All Contractor claims for additional payment, due to the County's termination of the entire Contract or any portion thereof, must meet the requirements as stated within the contract documents.

33. WAIVER OF CLAIMS

- 33.1. Once the Contract associated with this Solicitation expires, or final payment has been requested and made, the Awarded Bidder shall have waived any claims against the County concerning such Contract, except those previously made in writing and identified by the Awarded Bidder as unsettled at the time of the final application for payment.

34. LEE COUNTY PAYMENT PROCEDURES

- 34.1. All vendors are requested to mail an original invoice to:
Lee County Finance Department
Post Office Box 2238
Fort Myers, FL 33902-2238
- 34.2. All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specification portion of this project.
- 34.3. 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.
- 34.4. 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 Proposers should include in their proposal, all sales or use taxes, which they will pay when making purchases of material or sub-contractor's services.

35. SAFETY DATA SHEETS (SDS)

- 35.1. It is the vendor's responsibility to provide Lee County with Material Safety Data Sheets on bid materials, as may apply to this procurement.

36. DEBRIS DISPOSAL

- 36.1. Unless otherwise stated, the Proposer 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.

37. SHIPPING

37.1. Cost of all shipping to the site, including any inside delivery charges and all unusual storage requirements shall be borne by the proposer unless otherwise agreed upon in writing prior to service. It shall be the proposer's responsibility to make appropriate arrangements, and to coordinate with authorized personnel at the site, for proper acceptance, handling, protection and storage (if available) of equipment and material delivered. All pricing to be F.O. B. destination.

37.2. The materials and/or services delivered under the proposal shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

38. INSURANCE

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

End of Terms and Conditions Section



Lee County Insurance Requirements Professional Liability & Builders Risk

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



- e. **Builders Risk Insurance** - This coverage will be provided by all contractors involved in the construction of a new building, or the improvement, alteration or renovation of an existing structure with project value of \$500,000 or more. This coverage should be considered automatic on projects involving new construction or major additions to existing structures and in addition to the general liability and workers' compensation requirements found in this manual.

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

Verification of Coverage:

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

Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902
 - b. "Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials" will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

SPECIAL CONDITIONS

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

1. **LIQUIDATED DAMAGES**

1.1 Proposers here by agrees, if this proposal is accepted, to commence work under this project on or before ten (10) calendar days from the receipt of the Notice to Proceed and to fully complete all work on the project within the contract time stipulated. In accordance with the terms set forth in the Agreement, for each consecutive calendar day of delay in achieving Substantial Completion as set forth herein, the Contractor shall be liable to the County for liquidated damages in the amount of \$5700 per calendar day.

2. **PROJECT TERM**

2.1 The County has planned for substantial completion to be April of 2023 and final completion for November of 2023. The final project term will be negotiated with the awarded proposer and implemented into the final agreement.

3. **GENERAL CONDITIONS**

3.1 General Conditions are defined in the a Design-Build agreement located on the County website at <https://www.leegov.com/procurement/forms> The Design-Build Firm shall be bound to and must follow all General Conditions as defined in the Design-Build Agreement.

4. **DESIGN –BUILD CONTRACT**

4.1 The County will enter into a contract ("Design-Build Agreement" or "Contract") with the Design-Build Firm for a Contract Amount for the Work. The terms and conditions of this contract shall encompass a Guaranteed Maximum Price and Guaranteed Completion Date. The Design-Builder Firm submitted Price Proposal is to be a Guaranteed Maximum Price for completing the Scope of Work in this Solicitation. The Design-Build Firm will provide a Schedule of Values to the County for their approval. The total of the Schedule of Values will be Guaranteed Maximum Price and reflect Contract Amount for the Work.

5. **LETTER OF BONDABILITY**

5.1 This Solicitation does not require a Bid Bond; however, the Design-Build Firm is requested to submit with their Proposal a Letter of Bondability from their Surety Company showing their bonding capacity which shall not be less than \$40,000,000.00. Any issuer of a Letter of Bondability must be licensed to transact a fidelity and surety business in the State of Florida, with an A.M. Best rating of B or better. If the surety agent is named on the Surety's Power of Attorney as a true and lawful Attorney-in-Fact to make, execute, seal and deliver said letter then a letter from the surety's agent will be allowed as long as a copy of the Surety's Power of Attorney documenting said appointment is included with the Letter of Bondability. The County reserves the right to request Letter of Bondability, clarifications to letter, or revisions to such as part of Due Diligence process should such be necessary. Acceptable Letter of Bondability must be received prior to Notice of Intended Decision posted by the County.

End of Special Conditions

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS
FOR
DB200191ANB
NORTH LEE COUNTY WATER TREATMENT PLANT EXPANSION TO 15 MGD**

1. Background

- 1.1 The existing North Lee County Water Treat Plant has an existing treatment capacity to produce 10 MGD (Million Gallons per Day) permeate by reverse osmosis (RO) treatment. An additional 1.6 MGD of blend water is added for a finished water treatment capacity of 11.6 MGD. The purpose of the project is to expand the RO treatment capacity to 15 MGD permeate, with a finished water treatment capacity of 16.9 MGD.

2. Scope of Work

2.1. Pre-Design Analysis

- a. The Design-Build Firm shall complete an extensive evaluation of the existing plant operations. This shall include, but not be limited to, assessment of all existing treatment facilities, water qualities of raw and finished water, buildings and structures, electrical components, backup power supply, chemical storage capacities, chemical feed line sizes, pumps, underground piping, clear well, and ground storage tank capacities. On-site observations and meetings with operations, maintenance, electrical and engineering Lee County staff shall be conducted by the Design-Build Firm to compile additional information required to understand the facility and overall operation of the plant and its function in the Lee County Utilities system.
- b. Following the analysis, the Design-Build Firm shall submit a comprehensive Basis of Design Report (BODR) for the County's review and approval that contains the results including any assumptions or clarifications necessary for the County to understand the condition of the facility.
- c. The analysis shall detail the recommendations for any repairs, replacements, upgrades to the plant that are needed to support the expansion of the RO treatment capacity to 15 MGD and the total finished water treatment capacity to 16.9 MGD to be compliant with all federal, state, and local regulations, policies, and ordinances. Including but not limited to the most current versions of the Florida Building Code, the Lee County Land Development Code, the Lee County Utilities Design Manual, FDOT, FDEP and SFMWD.

2.2. Design

- a. The Design-Build Firm shall complete professional architectural/ engineering and permitting needed for the successful completion of the project.
- b. The approved BODR shall be considered as a starting point for the design of the plant expansion. Services may include, but are not limited to the following:
 - Provide survey services as necessary.
 - Provide geotechnical services as necessary.
 - Provide design schedule details.
 - Prepare design plans and technical specifications meeting the project Design Criteria and approved recommendations from BODR.
 - Provide document reviews at 30%, 60%, 90% and 100% levels of completion.
 - Perform process testing, modeling and analyses as necessary.
 - Conduct value engineering review meetings.
 - Coordinate various design and review meetings.
 - Prepare permit applications and obtain permits required by all regulatory agencies, including FDEP, SFMWD, and Lee County (Development Order), and any other necessary permits.

2.3. Construction

- a. The Design-Build Firm shall provide all construction services required to complete the project following the Construction Phase Amendment of the Design-Build Agreement. Services may include, but are not limited to the following:
 - Obtain all construction permits required by Lee County and other agencies as required.

- Manage and perform the overall project construction.
- Manage progress scheduling.
- Assist the County with the management of the procurement, delivery, and storage of all materials, including direct purchased materials by the County.
- Provide engineering support services during construction.
- Provide engineering inspection and testing services.
- Manage project costs within the Guaranteed Maximum Price.
- Coordinate regular progress meetings.
- Coordinate all work with existing Water Treatment Plant (WTP) operations and accomplish work without disruption to existing operations and process treatment.
- Provide start-up and performance testing.
- Prepare Operations & Maintenance (O&M) Manuals and provide equipment training.
- Prepare accurate record drawings of all completed work.
- Maintain an asset management spreadsheet log of all newly installed and retired equipment.

3. Additional Information

3.1 A Design Criteria Package is included in this solicitation. It shall be the sole responsibility of the Design-Build Firm to review the Design Criteria Package in its entirety and all associated project documents for full comprehension of Project.

4. DESIGN-BUILD FIRM RESPONSIBILITY

4.1 The Design-Build Firm shall provide Project renderings to depict intent of design to be used by the County for explaining the Project.

4.2 The Design-Build Firm shall provide all the labor, materials, supplies, furnishings, services, shop drawings review, supervision, equipment, expertise and supervision to develop plans and specifications and construct the facility. The Design-Build Firm shall, at its expense obtain any required permits, environmental clearances, inspections, and testing as well as pay any fees required in the development of the facility.

4.3 The Design-Build Firm shall be responsible for survey, geotechnical investigation, environmental investigation, design, acquisition of all permits not acquired by the County, maintenance of traffic, demolition, and construction on or before the date indicated in their Proposal.

4.4 The Design-Build Firm shall furnish signed and sealed Plans and Specifications for the Project notwithstanding any early Release for Construction Plans. The Plans and Specifications must be sealed by a Registered Architect and Professional Engineers, as appropriate for the various disciplines, licensed to practice in Florida per the requirements of Chapter 481 or Chapter 471, Florida Statutes.

4.5 The Design-Build Firm shall furnish plans and specifications that comply with among others, the latest edition of the Florida Building Code.

4.6 The Design-Build Firm shall be responsible for removing and disposing of all demolition material, contaminated soil, any and all contaminants on site, and contaminated groundwater at their expense.

4.7 The Design-Build Firm shall coordinate all utility relocation and hook-ups with the utility companies and/or municipality. This includes a water and sewer connection with connection fees being paid for by the County. The Design-Build Firm shall provide to the County the Florida Power & Light (FP&L) required easement survey and legal description and any other required easements survey and legal description required of the County for the Project.

4.8 The Design-Build Firm shall provide an electronic copy of the final approved Design Documents in both CADD and PDF formats and the specifications in Word format to the County. The Design-Build Firm shall also provide an electronic copy and hard copy of the final as-built documents in both CADD and PDF formats and the specifications in Word format to the County. The Design-Build Firm shall also provide photo documentation of construction progressions, including but limited to, monthly aerials of the entire site, specific site works (paving, grading, drainage, and landscaping), Building and details of Mechanical, Electrical and Plumbing (MEP).

4.9 The Design-Build Firm shall exercise good project management practices while working on this Project. These include communication with the County and others as necessary, management of time and resources, and documentation.

END OF DETAILED SPECIFICATIONS

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 **15 pages** printed single-sided; **page restriction excludes required forms found herein and dividers**. **PLEASE INCLUDE PAGE TABS/SECTION DIVIDERS** so that those evaluating your submittal can easily compare each section with others that are submitted. If any of the information provided by the Proposer is found to be, in the sole opinion of the Evaluation Committee and Procurement Management Director, substantially unreliable their proposal may be rejected.
- 1.3 Proposers shall submit one (1) original hard copy (clearly marked as such) and six (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.

Introduction

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

TAB 1: Qualifications of Team– (Maximum Points: 5)

- Provide a description of your firm, your firm's experience, and underlying philosophy in providing the services as described and requested herein. 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...

TAB 2: Relevant Project Experience – (Maximum Points: 30)

- Consider the project experience areas below. It is suggested to select project experiences that are most closely related in size and scope to the project solicitation. If your proposed team is not an exclusive Design-Build Firm, each vendor should be represented in the experience area they will be assigned to on the Project. Different project experiences can be used for the Design and Construction experience areas, with a minimum of three (3) projects in total for both experience areas. Please include a completed Reference Response (Form 3) from each project client.

Project Reference information provided should include:

- a) Project name, owner
- b) Project address
- c) Contact name (owner), phone number, and email address (ensure contact information is accurate and that contact has knowledge of the project)
- d) Costs, including anticipated costs and actual project costs for the project
- e) Length of contract term, including scheduled finish date and actual finish date of project
- f) Brief description of the project with a summary of the work provided

2A. Design

In a concise statement, describe your firm's experience, expertise and qualifications in the successful completion of no more than three (3) plant expansion or rehabilitation design projects where your firm and its proposed assigned staff has provided similar services within the past eight (8) years. For each project;

- Explain how your firm dealt with merging existing systems with the new technologies
- Detail any value engineering which resulted in cost saving in the final design
- List the post design services that were provided
- Describe how you maintained the target timeframe for design services

Preferred qualifications:

- At least one (1) of these projects included membrane technology
- At least two (2) of these projects have been within the State of Florida.

2B. Construction

In a concise statement, describe your firm's experience, expertise and qualifications in the successful completion of no more than three (3) plant expansion or rehabilitation construction projects where your firm and its proposed assigned staff has provided similar services within the past eight (8) years. For each project;

- Describe how plant operations were maintained during construction
- Detail the construction services that were self-performed by your team and what approximate percentage of construction did that represent
- Explain how you maintained project construction schedule

Preferred qualifications:

- At least one (1) of these projects included membrane technology
- At least two (2) of these projects have been within the State of Florida.

TAB 3: Design-Build Firm's Plan of Approach – (Maximum Points: 50)

- Provide a detailed Plan of Approach that explains how your firm intends to comply with and meet the anticipated deliverables and timetable, as detailed within this solicitation. The project approach should address:
 - How your team intends to approach the scope of work outlined
 - Describe any innovative methods/techniques your firm will utilize and why it will be beneficial to this project

- Explain your understanding of the collaborative method and how you intend on communicating with Lee County staff throughout the project phases
- Detail how your firm intends to facilitate the permitting on the project
- How your team will meet project deliverables, schedule and cost
- What are the construction service areas you will most likely use a subcontractor to perform for this project
- Why your team is unique and should be selected for this project

TAB 4: Key Personnel Qualifications and Experience (Maximum Points: 15)

- Provide a detailed organizational chart of the proposed project team, inclusive of sub-consultants, that will be assigned to this contract and indicate the role of each member of the proposed team.
- Identify the roles and responsibilities of the primary project management 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.
- 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 5: Required Forms

- Forms 1- 7
- Letter of Bondability

2. SCORING CRITERIA & WEIGHT

CRITERIA	CRITERIA DESCRIPTION	MAX. POINTS AVAILABLE
1	Qualifications of Team (TAB 1)	5
2	Relevant Project Experience (TAB 2)	30
3	Design-Build Firm's Plan of Approach (TAB 3)	50
4	Key Personnel Qualifications and Experience (TAB 4)	15
TOTAL POINTS		100
*Additional details and documents found within submittal package, although not located within tabs as listed above, may be reviewed and considered by evaluation committee when scoring Proposers.		

3. RFP SUBMISSION SCHEDULE

Submission Description	Date(s)	Time
Advertise Request for Proposal (RFP)	Friday, May 15, 2020	N/A
Pre-Proposal Meeting	Tuesday, June 2, 2020	10:00 AM
Proposal Question Deadline	8 Calendar days prior to submission deadline	Prior to 5:00 PM
Submission Deadline	Wednesday, June 17, 2020	Prior to 2:30 PM
First Committee Meeting & Discussion	TBD	TBD
Notify Shortlist Selection via e-mail (If applicable)	TBD	N/A
Final Scoring/Selection Meeting (If applicable)	TBD	TBD
Board Meeting	Tuesday, November 11, 2020	9:30 AM

Additional notes on Submission Schedule:

- *Submission Schedule is provided as a guideline only and is subject to change at the discretion of Lee County authorized personnel.*
- *Changes in closing date or other parameters may occur and will be posted to the Lee County Procurement website. It shall be the responsibility of Contractor to verify all dates through County website.*
- *Unless otherwise stated, location of all openings and meetings will take place at **2115 Second Street, 1st Floor, Fort Myers, FL 33901 – 4th Floor Procurement Management.***

End of Submittal Requirements & Evaluation Criteria Section

LEE COUNTY DOCUMENT MANAGEMENT FORM

For

DB200191ANB North Lee County Water Treatment Plant Expansion to 15MGD

These forms are required as indicated below and all required forms should be submitted with the Bidder's/Proposer's submission package. 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	REQUIRED STATUS (Required, Not Required, If Applicable)	VENDOR CHECK-OFF
1	Solicitation Response Form	Required	
1a	Bid/Proposal Form	Required	
N/A	Business Relationship Disclosure Requirement	If Applicable	
2	Affidavit Certification Immigration Laws	Required	
3	Reference Survey <i>*(Requested after opening of lowest Bidder only)</i>	Required	
4	Negligence or Breach of Contract Disclosure Form	Required	
5	Affidavit - Principal Place of Business	Required	
6	Sub-Contractor List	Required	
7	Public Entity Crime Form	Required	
8	Trench Safety	Not Applicable	
*	Letter of Bondability	Required	
*	Proposal Label	Required	
ADDITIONAL REQUIRED DOCUMENTS			
NONE			

It is the Bidder's/Proposer's responsibility to review the submittal request in its entirety and ensure that all submittal requirements are included within their submission package. Failure to submit required forms may deem your company as non-responsive.

FORMS DESCRIPTION & INSTRUCTIONS

INVITATION TO BID

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	<i>Solicitation Response Form</i>
----------	--

All signatures must be by a corporate authorized representative, witnessed, and corporate and/or notary seal (as applicable.) The corporate or mailing address must match the company information as it is listed with the Florida Department of State Division of Corporations. Attach a copy of the web-page(s) from <http://www.sunbiz.org> as certification of this required information. Sample attached for your reference.

Verify that all Addenda and tax identification number have been provided.

1a	<i>Bid/Proposal Form</i>
-----------	---------------------------------

This form is used to provide itemization of project cost. A more detailed "schedule of values" may be requested by the County.

N/A	<i>Business Relationship Disclosure Requirement</i>
------------	--

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.**

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.

2	<i>Affidavit Certification Immigration Laws</i>
----------	--

Submission of this form constitutes acknowledgement that the Bidder is in compliance in regard to all applicable immigration laws.

3	<i>Reference Survey</i>
----------	--------------------------------

provides this form to reference respondents. **Required to submit with proposal.**

1. **Section 1:** Bidder/Proposer to complete with reference respondent's information prior to providing to them for their response. (This is **not** the Bidder/Proposer's information.)
2. **Section 2:** Enter the name of the Bidder/Proposer; provide the project information in which the reference respondent is to provide a response.
3. The reference respondent should complete **"Section 3."**
4. **Section 4:** The reference respondent to print and sign name
5. **Reference responses** are to be provided upon request.
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 have been a part of over the past ten (10) years. You may need to duplicate this form to list all history. If the Bidder has more than ten (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 whether a monetary amount was 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 Bidder’s location information.

6 ***Sub-Contractor/Consultant List***

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 Crime 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 on 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 Work 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 thirty-six (36) months from the date of being placed on the convicted vendor list.

8 ***Trench Safety***

Typically required in construction projects where trench excavations are in excess of 5 feet deep per Florida Trench Safety Act (90-96, Laws of Florida)

***** ***Bid/Proposal Label***

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 Bidder’s responsibility to ensure 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 the deadline, it cannot be considered or accepted)

Form 1 – Solicitation Response Form

**LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM**

Date Submitted: _____ Deadline Date: 6/17/2020

SOLICITATION IDENTIFICATION: DB200191ANB

SOLICITATION NAME: North Lee County Water Treatment Plant Expansion to 15MGD

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, 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 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 establishing the Proposer/firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the *Florida Department of State, Division of Corporations*.

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

2 Scrutinized Companies Certification:

Section 287.135, FL § , 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 Proposer'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)

- 4** Proposer? If yes, please attach a current certificate.

Yes

No

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

Company Name (Name printed or typed)

Authorized Representative Name (printed or typed)

Authorized Representative's Title (printed or typed)

Authorized Representative's Signature



(Affix Corporate Seal, if applicable)

Witnessed/Attested by:

(Witness/Secretary name and title printed or typed)

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, USA 99999

Name Changed: 12/14/2006

Address Changed: 12/14/2006

Officer/Director Detail**Name & Address****Title P**

President, First
 555 AVENUE
 Anytown, USA 99999

Title V

President, Second
 555 AVENUE
 Anytown, USA 99999

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



AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: DB200191ANB SOLICITATION NAME: North Lee County Water Treatment Plant Expansion to 15MGD

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

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

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

Company Name: _____

Signature

Title

Date

STATE OF _____
COUNTY OF _____

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.**

Form 3 Reference Survey

Lee County Procurement Management
Reference Survey

Reference surveys submitted can be a maximum of twelve (12) months old. If using a previous reference, Proposers 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: Bidder/Proposer: Due Date: Total # Pages: 1 Phone #: Fax #: Bidder/Proposer E-Mail:	
FROM:					
COMPANY:					
PHONE #:					
FAX #:					
EMAIL:					
Section 2		Enter Bidder/Proposer Information , if applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)			
Proposer 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) _____

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 compete in chronological order with the most recent incident on starting on page 1. Please do not modify this form (expansion of spacing allowed) or submit your own variation.

Company Name: _____

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 Proposer 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

Form 6-Sub-contractor/consultant List**SUB-CONTRACTOR/CONSULTANT LIST**

Sub-Contractor/Consultant Company Name	Area Of Work	Point Of Contact Or Project Supervisor	Contact Info Phone or Email	Qualified DBE, MBE, WBE, VBE or Similar	Amount or Percentage of Total

Please include sub-contractor/consultant name, area of work (i.e. mechanical, electrical, etc.) and a **valid** phone number and/or email. Also include the dollar value or percentage that the sub-contractor/consultant will be performing. If sub-contractor/consultant qualifies as a current certificate Florida Certified Business Enterprise such as MBE, WBE, DBE, VBE or similar please indicate such above and provide proof of certification.

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 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.

Public Entity Crime Form

Page 2 of 2

_____ 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 _____

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)

My Commission Expires: _____

Form 8: Trench Safety**TO BE DETERMINED AND COMPLETED AFTER AWARD****TRENCH SAFETY**

Contractor/Vendor acknowledges that included in the appropriate solicitation items of the solicitation and in the Total solicitation price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The contractor/vendor further identifies the costs of such compliance to be summarized below:

Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
.....				
A. _____	_____	_____	_____	_____
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____
D. _____	_____	_____	_____	_____
TOTAL \$ _____				

If applicable, the contractor/vendor certifies that all trench excavation done within his control in excess of five (5') feet in depth shall be in accordance with the Florida Department of Transportation's Special Provisions Article 125-1 and Sub-article 125-4.1 (TRENCH EXCAVATION SAFETY SYSTEM AND SHORING, SPECIAL-TRENCH EXCAVATION).

Failure to complete the above may result in the solicitation being declared non-responsive.

(Signature)

(Company Name)

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 _____ as identification.
(Type of Identification and Number)

(NOTARY PUBLIC)

My Commission Expires: _____

Letter of Bondability Notice/Reminder

LETTER OF BONDABILITY NOTICE

This Solicitation does not require a Bid Bond; however, the Design-Build Firm is requested to submit with their Proposal a Letter of Bondability from their Surety Company showing their bonding capacity which shall not be less than \$40,000,000.00. Any issuer of a Letter of Bondability must be licensed to transact a fidelity and surety business in the State of Florida, with an A.M. Best rating of B or better. If the surety agent is named on the Surety's Power of Attorney as a true and lawful Attorney-in-Fact to make, execute, seal and deliver said letter then a letter from the surety's agent will be allowed as long as a copy of the Surety's Power of Attorney documenting said appointment is included with the Letter of Bondability. The County reserves the right to request Letter of Bondability, clarifications to letter, or revisions to such as part of Due Diligence process should such be necessary. Acceptable Letter of Bondability must be received prior to Notice of Intended Decision posted by the County.

Please attach to this notice your Letter of Bondability.

Sealed Proposal Label

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.:	DB200191ANB
SOLICITATION TITLE:	North Lee County Water Treatment Plant Expansion to 15MGD
DATE DUE:	Wednesday, June 17, 2020
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, 1st 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