



Advertise Date: Friday, November 04, 2016

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

Request for Proposal (RFP) (Non-CCNA)

Solicitation No.:	RFP 160632/DKR		
Solicitation Name:	SECURITY & PARKING MONITOR SERVICES-COUNTY WIDE		
Open Date/Time:	12/7/2016	Time:	2:30 PM
Location:	Lee County Procurement Management 1500 Monroe Street 4th Floor Fort Myers, FL 33901		
Procurement Contact:	Donald Keith Raney	Title	Procurement Analyst
Phone:	(239) 533-8881	Email:	draney@leegov.com
Requesting Dept.	COUNTY WIDE		

Pre-Solicitation Meeting:

Type: No meeting scheduled at this time
Date/Time: N/A
Location: N/A

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

Notice to Contractor / Vendor / Proposer(s)

RFP#160632/DKR SECURITY & PARKING MONITOR SERVICES-COUNTY WIDE

REQUEST FOR PROPOSAL (RFP NON-CCNA)

Lee County, Fort Myers, Florida, is requesting proposals from qualified individuals/firms for
SECURITY & PARKING MONITOR SERVICES-COUNTY WIDE

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

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

2:30 PM Wednesday, December 7, 2016

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

The Scope of Services for this RFP is available from www.leegov.com/procurement. 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.

There will be no Pre-proposal Conference for this RFP

Click here to enter a date. Click here to enter a date. Click here to enter text.

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

Donald Keith Raney draney@LeeGov.com

Sincerely,



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

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

Terms and Conditions

Request for Proposal

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. **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.
- 1.4. **Bidder/Responder/Proposer:** One who submits a response to a solicitation.
- 1.5. **County:** Refers to Lee County Board of County Commissioners.
- 1.6. **Due Date and Time/Opening:** Is defined as the date and time upon which a bid or proposal shall be submitted to the Lee County Procurement Management Division. Only bids or proposals received prior to the established date and time will be considered.
- 1.7. **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.
- 1.8. **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.
- 1.9. **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.
- 1.10. **Solicitation:** An invitation to bid, a request for proposal, invitation to negotiate or any document used to obtain bids or proposals for the purpose of entering into a contract.

2. ORDER OF PRECEDENCE

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

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 the Lee County shall be in accordance with but not limited to:
 - 3.1.1. Lee County Procurement Policy Manual
 - 3.1.2. Pursuant to Florida Statutes Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed bids or proposals received by the County. Pursuant to this, solicitation are exempt from public records request (s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution) until such time as the agency provides notice of a decision or intended decision (pursuant to s. 119.071(2)) or within 30 days after bid or proposal opening, whichever is earlier.
 - 3.1.3. Florida Statute 337.168 Confidentiality of official estimates, identities of potential bidders, and bid analysis and monitoring.

- 3.1.4. Florida Statutes 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. 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. The envelope shall include:
 - 4.2.1. One (1) original hard copy of the proposal submittal, manually signed by an authorized representative.
 - 4.2.2. Six (6) electronic CD ROM or flash drive sets of the proposal submittal
 - 4.2.2.1. One single adobe PDF file and should be copied **in the same order as the original hard copy.**
 - 4.2.2.2. Limit the color and number of images to avoid unmanageable file sizes.
 - 4.2.2.3. Use a rewritable CD or flash drive and **do not lock files.**
 - 4.3. **Submission Format:**
 - 4.3.1. 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.
 - 4.3.2. Execution of Proposal: All documents must be properly signed by corporate authorized representative, witnessed, and where applicable corporate and/or notary seals affixed. All proposals shall be typed or printed in ink. The proposer may not use erasable ink. All corrections made to the proposal shall be initialed.
 - 4.3.3. If a cost/bid schedule was provided in Microsoft Excel format, the returned completed schedule should be included as a Microsoft Excel File on the CD or Flash drive.
 - 4.3.4. Should not contain links to other Web pages.
 - 4.4. **Preparation Cost:**
 - 4.4.1. 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.
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 Division prior to or on the time and date stated.
 - 5.2. Any proposals received after the stated time and date will not be considered. The proposal shall not be opened at the public opening. Arrangements may be made for the unopened proposal to be returned at the proposer’s request and expense.
 - 5.3. The Lee County Procurement Management Division shall not be responsible for delays caused by the method of delivery such as, but not limited to; Internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.
6. PROPOSER REQUIREMENTS (unless otherwise noted)
 - 6.1. **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.
 - 6.1.1. Proposals may be declared “non-responsive” due to omissions of “Negligence or Breach of Contract” on the disclosure form. Additionally, proposals may be declared “not responsible” due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the proposer to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.

- 6.1.2. Additional sources may be utilized to determine credit worthiness and ability to perform.
- 6.1.3. Any 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.
- 6.2. **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.

7. PRE-SOLICITATION CONFERENCE

- 7.1. A pre-solicitation conference will be held in the location, date, and time specified on the cover of this solicitation. The cover will also note if the pre-solicitation conference is Non-Mandatory or Mandatory. All questions and answers are considered informal. All prospective 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 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 made **in writing, submitted at least eight (8) calendar days prior to the date when the proposal 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 Division.
- 8.3. All Addenda shall become part of the Contract Documents.
- 8.4. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. Interpretation of the meaning of the plans, specifications or any other contract document, or for correction of any apparent ambiguity, inconsistency or error there in, shall be in writing. Issuance of a written addendum by the County's Procurement Management Division is the only official method whereby interpretation, clarification or additional information can be given.

9. 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 that change the intent of the solicitation will cause the solicitation to be non-responsive and the proposal will not be considered. The Procurement Management Director shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the solicitation.

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.

And:
15.2. A professional services firm who has performed or participated in the project feasibility planning, study analysis, development of a program for future implementation or drafting of solicitation documents directly related to this County project, as the primary vendor/consulting team, cannot be selected or retained, as the primary consultant/vendor or named a member of the consulting/contracting team, to perform project design, engineering or construction services for subsequent phase(s) or scope of work for this project. Pursuant to FS. S287.057 (17) the firm will be deemed to have a prohibited conflict of interest that creates an unfair competitive advantage.
 - 15.3. 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.
 - 15.4. **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 the 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. Following Florida Statute Section 287.057(23), 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 as defined in accordance with Section 287.087, Florida Statutes.
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 State of Florida Office of Supplier Diversity.
19. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

- 19.1. The proposer agrees to comply, in accordance with Florida Statute 287.134, that furnishing services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, handicap or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
 - 19.2. The proposer will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap 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, handicap 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. PROPOSER/SUB-PROPOSER/CONSULTANT/CONTRACTOR RELATIONSHIP
- 20.1. The prime proposer on a solicitation may not also be listed as a sub-proposer/consultant/contractor to another firm submitting a proposal for the same solicitation. Should this occur, all responses from the involved/named firms will be considered non-compliant and rejected for award. Sub-proposers/consultant/contractor may be listed on multiple proposals for the same solicitation.
21. SUB-PROPOSER/CONSULTANT
- 21.1. The use of sub-proposer/consultant under this solicitation is not allowed without prior written authorization from the County representative.
22. RFP - PROJECT GUIDELINES
- 22.1. 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:
 - 22.1.1. No amount of work is guaranteed upon the execution of an agreement/contract.
 - 22.1.2. Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the agreement/contract period.
 - 22.1.3. 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.
 - 22.1.4. In reference to vehicle travel, mileage and man-hours spent in travel time, is considered incidental to the work and not an extra compensable expense.
 - 22.1.5. Lee County reserves the right to add or delete, at any time, and or all tasks or services associated with this agreement.
 - 22.1.6. 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.
23. RFP – EVALUATION
- 23.1. **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").

23.2. **Evaluation Meeting(s):**

- 23.2.1. The first evaluation will rank Proposers based on the scores from the selection criteria point values.
- 23.2.2. Following the initial evaluation process, the short-listed proposer(s) will be required to provide an on-site interview/presentation.
- 23.2.3. Such subsequent evaluations will be accomplished by simply ranking the proposers. 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) - the highest ranking.
- 23.2.4. Proposed short-list and final selection meeting dates are posted on the Procurement Management web page: www.leegov.com/procurement (Projects, Award Pending.)

24. RFP – TIEBREAKER

- 24.1. 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.
 - 24.1.1. 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 rank, will be counted until the tie is broken.
 - 24.1.2. Step 2: At the conclusion of step 1 if all is equal, the local proposer shall be deemed the highest ranked proposer over a non-local proposer. Local shall be defined by Lee County Ordinance 08-26 or current revision thereof.
 - 24.1.3. Step 3: At the conclusion of step 1 and step 2 if all is equal, the proposer having a drug-free work place program, in accordance with Section 287.087, Florida Statutes, shall be deemed the first ranked proposer.
 - 24.1.4. 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.
- 24.2. When the tiebreaker is determined the highest ranked proposer shall be awarded the contract or receive the first opportunity to negotiate, as applicable.
- 24.3. If an award or negotiation is unsuccessful with the highest ranked proposer, award or negotiations may commence with the next highest ranked proposer.

25. RFP – SELECTION PROCEDURE

- 25.1. The selection will be made in accordance with Lee County Procurement Policy. Some of all of the responding proposer(s) may be requested to provide interviews and/or presentations of their proposal, for the ranking process.
- 25.2. The recommendation to award, negotiated rates and agreement/contract(s) will be submitted to the Board of County Commissioners for approval.
- 25.3. 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.
- 25.4. The Procurement Management Director reserves the right to exercise their discretion to:
 - 25.4.1. Make award(s) to one or multiple proposers.
 - 25.4.2. Waive minor informalities in any response;
 - 25.4.3. Reject any and all proposals with or without cause;
 - 25.4.4. Accept the response that in its judgment will be in the best interest of Lee County

26. PRESENTATION/INTERVIEW PROCESS (if applicable)

- 26.1. **Formal Interview Evaluation Criteria:**
 - 26.1.1. Overall impression of each Proposer's key Project Team members, i.e. Project Manager, Project Superintendent, Project Executive, Cost Estimator, etc.

- 26.1.2. Methodology presented to assure success.
 - 26.1.3. Ability of Project Team to express confidence in the ability of the Proposer to complete the project within the time and cost budgeted.
 - 26.1.4. Ability of Project Team to communicate during the interview process.
 - 26.1.5. The Project Team's ability to effectively answer questions and problem solve in the meeting.
 - 26.2. **Overall impression of the Proposer's Project Team. Presentation/Interview Format:**
 - 26.2.1. The Proposers selected to be interviewed, in a Presentation/Question and Answer format, will be notified by the County. Each Proposer selected for further consideration shall be notified and informed of a place and time for the interview session. All members of the Selection Committee will be present during the formal interview.
 - 26.3. **Issues to Address at Presentation/Interview:**
 - 26.3.1. The intent of the formal interview process is to provide the Selection Committee with in-depth information from the Proposer in order to make a final selection of the best-suited Proposer for the contract. Proposers should consider their detailed plan for managing the cost, schedule and quality of the project, and any unique characteristics or services the Proposer offers.
 - 26.3.2. Key personnel that should be present at the interview, as a minimum, shall include the Project Superintendent, Project Manager, Project Executive, and Cost Estimator.
 - 26.4. **Final Selection:**
 - 26.4.1. Candidates interviewed will be ranked, with the highest ranked Proposer selected to enter into contract negotiations. As a result of the interviews, the County will then attempt to negotiate a contract with the highest-ranked Proposer. If negotiations are not successful with the highest-ranked Proposer, the County will then negotiate with the second-ranked Proposer, and so on.
27. RFP – EVALUATION/ SELECTION COMMITTEE
- 27.1. The selection of Proposer(s) shall be by a Selection Committee consisting of five (5) staff representatives, as a minimum, from the appropriate County Departments as approved by the Procurement Management Director or designee.
 - 27.2. 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. If applicable, the Selection Committee may chose to short-list Proposers/Firms to be interviewed to determine final selection.
28. WITHDRAWL OF PROPOSAL
- 28.1. No proposal may be withdrawn for a period of **180 calendar days** after the scheduled time for receiving proposals. A proposal may be withdrawn prior to the proposal opening date and time. Withdrawal requests must be made in writing to the Procurement Management Director, who will approve or disapprove the request.
 - 28.2. A proposer may withdraw a proposal any time prior to the opening of the solicitation.
 - 28.3. After proposals are opened, but prior to award of the contract by the County Commission, the Procurement Management Director may allow the withdrawal of a proposal because of the mistake of the proposer 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:
 - 28.3.1. The proposer acted in good faith in submitting the proposal,
 - 28.3.2. 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,
 - 28.3.3. The mistake was not the result of gross negligence or willful inattention by the proposer; and
 - 28.3.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally awarded the contract/agreement.

29. PROTEST RIGHTS

- 29.1. Any proposer 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.
 - 29.2. "Decisions" are posted on the Lee County Procurement Management Division website. Proposers are solely responsible to check for information regarding the solicitation. (www.leegov.com/procurement)
 - 29.3. Refer to the "Bid/Proposal Protest Procedure" section of the Lee County "Contracts Manual" for the complete protest process and requirements. The Manual is posted on the Lee County website or you may contact the Procurement Management Director.
 - 29.4. In order to preserve your right to protest, you must file a written **"Notice Of Intent To File A Protest" with the Lee County Procurement Management Director by 4:00 PM on the 3rd working day after the decision** affecting your rights is posted on the Lee County website.
 - 29.4.1. The notice must clearly state the basis and reasons for the protest.
 - 29.4.2. The notice must be physically received by the Procurement Management Director within the required time frame. No additional time is granted for mailing.
 - 29.5. To secure your right to protest you will also be required to post a **"Protest Bond"** and **file a written "Formal Protest"** document **within 10 calendar days** after the date of **"Notice of Intent to File a Protest"** is received by the Procurement Management Director.
 - 29.6. **Failure to follow the protest procedures requirement within the timeframes as prescribed herein and established by the Lee County Board of County Commissioners, Florida, shall constitute a waiver of your protest and any resulting claims.**
30. AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES
- 30.1. 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.
31. CONTRACT ADMINISTRATION
- 31.1. **Designated Contact:**
 - 31.1.1. 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.
 - 31.1.2. Lee County requires that 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.
 - 31.2. **RFP – Term:** (unless otherwise stated in the Scope of Work or Detailed Specifications)
 - 31.2.1. Unless otherwise stated in the scope of work, specifications, or special conditions the default **contract term shall be one (1) year with three (3), one (1) year renewals for a total of four (4) years upon mutual agreement of both parties.**
 - 31.2.2. The County reserves the right to renew this contract, or any portion thereof, and to negotiate pricing as a condition for each.
 - 31.2.3. The County's performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.
 - 31.3. **RFP – Basis of Award:**
 - 31.3.1. Award will be made to the most responsible and responsive proposer based on the evaluation criteria.
 - 31.4. **Agreements/Contracts:**
 - 31.4.1. The awarded proposer will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at <http://www.leegov.com/procurement/forms>.
 - 31.5. **Records:**
 - 31.5.1. 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 five years after final payment, or until they are audited by Lee County, whichever event occurs first.

- 31.5.2. 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.

- 31.5.3. 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, <http://www.leegov.com/publicrecords>.**

- 31.5.4. 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.

31.6. **Termination:**

- 31.6.1. 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.
- 31.6.2. The Procurement Management Director may immediately terminate any agreement as a result of this solicitation for emergency purposes, as defined by the Lee County Purchasing and Payment Procedures Manual (Purchasing Manual), (also known as Appendix "D" "AC-4-1.pdf".)
- 31.6.3. 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 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. WAIVER OF CLAIMS

- 32.1. Once this contract expires, or final payment has been requested and made, the awarded vendor shall have no more than **thirty (30) calendar days** to present or file any claims against the County concerning this contract. After that period, the County will consider the vendor to have waived any right to claims against the County concerning this agreement.

33. LEE COUNTY PAYMENT PROCEDURES

- 33.1. All vendors are requested to mail an original invoice to:
Lee County Finance Department
Post Office Box 2238
Fort Myers, FL 33902-2238
- 33.2. All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specification portion of this project.
- 33.3. 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.
- 33.4. 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.

34. MATERIAL SAFETY DATA SHEETS (MSDS) (if applicable)

- 34.1. In accordance with Chapter 443 of the Florida Statutes, it is the vendor's responsibility to provide Lee County with Material Safety Data Sheets on bid materials, as may apply to this procurement.

35. DEBRIS DISPOSAL (if applicable)

- 35.1. 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.

36. SHIPPING (if applicable)

- 36.1. 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 proposers 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.
- 36.2. 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.

37. INSURANCE (AS APPLICABLE)

- 37.1. 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.



Major Insurance Requirements

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

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

\$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)
 \$500,000 bodily injury per person
 \$1,000,000 bodily injury per accident
 \$500,000 property damage per accident

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

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

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

Verification of Coverage:

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

- a. **The certificate holder shall read as follows:**

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

- b. ***“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials” will be named as an "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.

End of Insurance

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS
FOR
RFP160632/DKR**

Security & Parking Monitor Services County Wide

1. SCOPE

- A. This Request for Proposal (RFP) is issued by Lee County, Florida ("County") to request sealed proposals from Vendors to provide security & parking monitor services to Lee County Departments and Divisions as needed. The positions desired are for armed and unarmed security guard(s), and parking monitor(s) to be paid on an hourly basis. The contractor shall provide all labor, management, supervision, supplies, equipment, transportation, training, certifications, uniforms, and associated materials.
- B. Locations may vary from time to time; buildings, sites/locations, or events can be added or deleted; and scheduled days and hours changed to meet the County's requirements, at Lee County's discretion. Current locations are listed below:

Libraries:

<u>Location</u>	<u>Address</u>
Fort Myers Regional Library	2450 First Street Fort Myers, FL 33901
Dunbar Jupiter Hammon Public Library	3095 Blount Street Fort Myers, FL 33916
Cape Coral Public Library	921 SW 39 th Terrace Cape Coral, FL 33914
Northwest Regional Library	519 Chiquita Boulevard N. Cape Coral, FL 33993
Lakes Regional Library	15290 Bass Road Fort Myers, FL 33919

Parking Lots:

<u>Location</u>	<u>Address</u>
Public Works Building	1500 Monroe Street Fort Myers, FL 33901
City/County Annex	1825 Hendry Street Fort Myers, FL 33901
Jury Parking Lot	Widmans Way Fort Myers, FL
Public Parking Lot	2110 Martin Luther King Boulevard Fort Myers, FL
JCA Garage	2120 Martin Luther King Boulevard Fort Myers, FL

- C. The security guard & parking monitor services currently provided to Lee County are “Unarmed”. In addition to requiring those services the County may also require, on an “as needed” basis, “Armed” Security Guard Services.
- D. Security services shall be in accordance with Florida State Statute 493 “Private Investigative, Private Security, and Repossession Services”.
- E. Vendor/Bidder shall not be entitled to compensation beyond its hourly rate when required to incur expenses because of tolls or parking charges or any charges for infractions concerning these issues.
- F. Proposer is required 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 certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women-owned firms are encouraged to respond.

2. TERM OF AWARD

If awarded, the terms of this solicitation shall be in effect for one year. The County reserves the rights to renew this award (or any portion thereof) for up to three (3) additional one-year periods, upon mutual agreement of both parties and, except as to lower pricing, under the same terms and conditions.

3. BASIS OF AWARD

Award shall be made to the proposer or proposers who, in the sole opinion of the County, are most qualified to perform the scope of services required.

4. DESIGNATED CONTACT

The awarded vendor shall appoint a person or persons to act as a 24 hours a day, seven days a week, primary contact, supervisor preferred, for all County departments. This person or back-up shall be readily available 24 hours a day, seven days a week by phone or in person, and shall be knowledgeable of the terms and procedures involved.

5. MAJOR BREAKDOWNS/NATURAL DISASTERS

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

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

6. ESTIMATED USAGE

The quantity of hours projected on the Solicitation Form (proposal form #1a) herein are approximate and is provided for information and evaluation purposes only; no specific number of hours is implied or guaranteed under this bid.

7. CONSUMER PRICE INDEX ADJUSTMENT

At the County's sole discretion, the contract price bid for this service may be increased annually on the first of October. If granted, this increase would be based on the July Consumer Price Index for U.S. City Average, Wage and Clerical Workers, All Items, as published by the Bureau of Labor Statistics, Southeastern Regional Office as of the month of July for that year. Lee County will notify the vendor of the increase amount if granted. This increased amount would begin with the billing for the month of October.

8. PRICE ESCALATION/DE-ESCALATION

Offers are submitted with the understanding that no price increases will be authorized for 365 calendar days after the effective date of the contract. Upward price adjustments may be permitted only at the end of this period and only where verified to the satisfaction of the Division of Procurement as provided herein. **However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the County.**

The awarded vendor(s) shall not give less than 30 days advance written notice of a requested price increase to the Division of Procurement. Any approved price change will be effective only at the beginning of the calendar month following the end of the full 30-day notification period. The vendor shall document the amount and proposed effective date of the change in price. The price change must affect all accounts serviced by the vendor. Documentation shall be supplied with vendor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the County; and (2) verify the amount or percentage of increase which is being passed on to the vendor by others not under the control of the vendor. Failure by the vendor to supply the aforementioned verification with the request for price increase will result in delay of the effective date of such increase. The Division of Procurement may make such verification as deemed adequate. However, an increase, which the Division of Procurement determines is excessive, regardless of any documentation supplied by the vendor, may be cause for cancellation of the contract by the Division of Procurement. The Division of Procurement will notify using agencies and vendor in writing of the effective date of any increase, which is approved. However, the Vendor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The Vendor is further advised that price decreases that affect the cost of materials, labor, and transportation are required to be passed on to the County immediately. Failure to do so will result in action to recoup such amounts.

9. TRAINING & QUALIFICATION

- A. The awarded contractor shall be responsible for insuring that all personnel utilized on this contract are properly trained in the proper usage of any equipment they may be provided. This includes things like night sticks, pepper spray, hand cuffs, whistles, radios, etc. They must also possess, at a minimum, a “D” License issued by the State of Florida, Division of Licensing.
- B. Unarmed “Base” Security guards must possess a “D” license and the appropriate number of training hours required and administered by the Florida State Division of Licensing.
 - i.) Successful Completion of Background Investigation, as set forth in the Request for Proposal.
 - ii.) Must be at least 18 years of age
 - iii.) Completion of State Required 16 Hours of Training for “D” Security Officer License.
 - iv.) Professional appearance and demeanor, with above average communication skills.
 - v.) Graduate of a certified federal, state, City, local or military law enforcement training program with appropriate certificate or diploma or equivalent military service with no less than an honorable discharge.
- C. Armed guards must possess the appropriate licensing and training required and administered by the Florida State Division of licensing.
 - i.) Florida State Gun License “G”.
 - ii.) At least 21 years of age.
 - iii.) Successful Completion of Background Investigation, as set forth in the Request for Proposal.
 - iv.) Completion of State Required 16 Hours of Training for “D” Security Officer License.
 - v.) Professional appearance and demeanor, with above average communication skills.
 - vi.) Graduate of a certified federal, state, City, local or military law enforcement training program with appropriate certificate or diploma or equivalent military service with no less than an honorable discharge.
- D. All qualified proposers, the Principal and Company, have at least five (5) years demonstrated experience with respect to the services and competencies called for in this RFP.
- E. All Security Guard(s) shall be citizens of the United States of America; or has been lawfully admitted for permanent residence (as evidenced by an Alien Registration Card Form 1-151); or have appropriate authorization issued by the United States Citizenship and Immigration Services (USCIS) of the United States Department of Homeland Security. (Florida Statutes 493.6206 (f))
- F. All Security Guards must possess and keep active/current all required State of Florida Guard Licenses and training requirements, and follow all rules regarding such licenses.
- G. Parking Monitor(s) must be at least 18 years of age; have a high school diploma or GED, and possess good human relation/interpersonal skills
- H. All Security Guard(s) shall have and maintain an up-to-date certification in Cardio Pulmonary Resuscitation (CPR), First Aid and Automatic External Defibrillator (AED); as provided by a recognized group, such as the American Red Cross or the American Heart Association.

- I. All Security Guard(s) and Parking Monitor(s) shall be fully literate in the English language; be able to read, write, speak, understand, and be understood.
- J. Possesses an oral command of the English language to be able to fully and clearly communicate coherently and understandably, even in times of stress.
- K. All Security Guard(s) and Parking Monitor(s) shall be able to understand detail written orders, training instructions and materials, and be able to compose reports that convey complete information.
- L. All Security Guards and Parking Monitors may not be employed under this contract if they have, currently or have in the past, been involved/charged/adjudicated in any felony or been convicted for anything unlawful due to drugs, alcohol, etc.

10. GENERAL REQUIREMENTS

A. Workmanship and Inspection

- 1) The County representative shall decide any and all questions which may arise as to the quality and acceptability of materials used and work performed, the manner of performance and the rate of progress of the work.
- 2) Workmanship shall be of the highest quality. All security/parking monitor personnel shall be mentally and physically competent to perform the services required. The Vendor shall at all times enforce strict discipline and good order among his employees.
- 3) The vendor shall provide well-trained, experienced, alert, interested, and reliable selected contracted personnel/employees to protect the County's personnel, property, its guest/visitors, and the general public.
- 4) Security & parking monitor personnel shall be appropriately equipped and act in a courteous and professional manner at all times, with background inspections/checks completed according to the specifications herein.
- 5) The vendor and their employee(s) shall be liable for losses; potential losses or damages arising from the actions of its personnel.
- 6) Vendor and their employees must be able to professionally enforce rules and regulations in a professional and courteous manner, and ensure a safe and enjoyable atmosphere for staff and guests.
- 7) The County or its designee is given the authority, pursuant to this agreement, to deduct from the Vendors invoice a percentage not to exceed twenty-five percent (25%) for workmanship which does not meet the specifications under this agreement. The individual making the deduction shall document and provide to the Vendor, upon request, the reasons for the deduction from the monthly invoice.

B. Uniforms and Security

- 1) Vendor shall supply and pay for distinctive clean, neat appearing uniforms for his employees and require them to be worn while working any and all aspects of this bid/contract; to include:
 - a. County events, venues, premises, and property.
 - b. Uniforms shall consist of, but not be limited to: approved uniform slacks, shirts, shoes, hats, jackets, badges, whistles, name tags, night sticks and related supplies.
 - c. All shirts, jackets, or coats shall display the Vendor's name and logo.
- 2) Each employee shall wear an identification tag or bar pin displaying his /her name, at all times. This tag or bar pin shall be provided and paid for by the Vendor.
- 3) The awarded vendor will be required to perform background checks on all employees that will be working on this contract, in all County facilities. The results of the background checks will be provided to the appropriate County Department/Division designee within thirty days of award of the contract, events, location, etc. Background checks on any new employees hired during the term of the contract must be performed immediately and provided to the appropriate County Department/Division designee for approval, before the employee will be allowed to work under this bid/contract or in a County facility.

Based on these background checks, the County reserves the right to ask the contracted firm to remove an employee from working in any County facility.

All bidders and the selected vendor shall include a complete listing of owners/employee names, valid driver's license and/or social security numbers of all individuals that perform work for the County. In addition to the DMV reference check(s), the County retains the option to at any time to perform or request (at no cost to the County) mandatory felony and misdemeanor background checks during the duration of the contractual agreement.

If the awarded firm/vendor does not comply at all times with the security check procedure and requirements, it may be grounds for termination of the contract.

Any charges incurred for these background checks are the sole responsibility of the Vendor.

- 4) The vendor shall immediately inform the County Representative and or Procurement Management of any change in employment for any Security Guard or Parking Monitor personnel. The vendor shall immediately provide a qualified replacement, subject to the required background checks and approval by the County Representative.
- 5) All employees must undergo and successfully pass a criminal background check. The following background and criminal history areas must be checked:
 - Social Security Trace and Address History
 - National Federal Criminal Search
 - National Criminal Database
 - County Criminal
 - National Sex Offender Registry and Violent Abuse Registry

Due to increased security requirements Lee County reserves the right to require a Level II background check through the Florida Department of Law Enforcement (FDLE)

Copies of the drug test and criminal background check results must be provided to Lee County Human Resources prior to the placement of personnel. Based on these background checks, the County reserves the right to direct/firm to remove/relieve a temporary staffing agency employee from the task or work under this contract.

- 6) Certain areas, which shall be identified by the County, upon award of the contract or prior to commencement of work, are considered “sensitive” due to the type of information on file within these areas. Access to these areas will be limited to only certain authorized Vendor’s personnel at specific times during the day.
- 7) All necessary/required keys or access devices will be issued to the Vendor, and a fee will be charged to the Vendor for the loss of any keys/devices or the cost of changing of locks or access apparatuses as the result of any loss of keys/devices or misuse of keys/devices/apparatuses by Vendor’s personnel. The sole discretion, regarding changing the locks or devices, rests with the owning County’s Department/Division or selected designee.
- 8) Vendor will be responsible for acting in accordance with the County Security guidelines while on the premises. Parking in the downtown area and other paid areas for security & parking monitor personnel is the vendor’s responsibility. No reserved spaces will be provided by the County for security/parking monitor personnel.

C. Drug and/or Alcohol Testing

- 1) Testing will be done in accordance with provisions of Florida Statutory applicable law.
- 2) Employees and applicants shall be subject to a blood, breath, urine test, or any other Florida statutory approved testing method that confirms the presence of drugs/alcohol at any detectable level.
- 3) Employees/applicants may be tested for, but not limited to, any (or all) of the following drugs:

Alcohol	Amphetamines	Barbiturates	Benzodiazepines
Cannabinoids	Cocaine	Methaqualone	Opiates
Phencyclidine	Synthetic Narcotics	Methadone	Propoxyphene

Testing will be performed by qualified and experienced facilities normally providing these services.

All results, negative or positive, shall be reported to the vendor and the County representative (or his/her designee) by the appropriate/qualified Medical Doctor/representative. The results will be reviewed with the employee/applicant, to indicate whether the results are indicative of drugs and/or alcohol. Corrective action may be taken as warranted and appropriate.

D. Supervision and Safety

- 1) The Vendor shall be responsible for the supervision and scheduling of security/parking monitor personnel while servicing this contract. At minimum, the vendor shall appoint a supervisor or crew leader, for each shift, to carry out these functions as well as act as an agent for the Vendor in his/her absence to work with Department/Division, in carrying out the assignments requested by the County.
- 2) Supervisor or crew leader will patrol the buildings or event(s) on a regular basis, especially at start of shift (particularly first shift), shift end, and shift changes to ensure proper/required coverage.
- 3) Supervisor(s) will fill-in for any vacant assignment or tardy personnel, until order and proper discipline is restored; it's the supervisor responsibility to ensure that are post are filled at all times, and that the guard(s) or monitor(s) are awake/alert and performing their duties.
- 4) The Vendor shall be responsible for instructing his/her employees in all safety measures. Any equipment used by the Vendor shall be maintained in safe operating condition at all times, free from defects or wear, which may in any way constitute a hazard to any person or persons on County property, venues, or at County sponsored events.
- 5) If at all possible, the same guard(s) and supervisor(s) will be used to allow for a degree of continuity/reliability and familiarization with Lee County facilities, venues, events, and personnel.
- 6) Any new Security Guard or Parking Monitors must be trained in their duties and responsibilities on the post/assignment, by a supervisor who has attained a complete knowledge and understanding of the requirements of the post/assignment.

E. Materials and Equipment

- 1) The Vendor shall be responsible for the complete performance of all work and for the methods, means and equipment used, and for all materials, tools, apparatus(es), forms and property of every description used in connection therewith.
- 2) The Vendor shall furnish and maintain all the necessary equipment. The County may conduct an inventory every 6 months to verify equipment quantities and condition.
- 3) It is acceptable to Lee County for the awarded vendor to provide some forms of transportation for their employees, as long as it does not jeopardize/impair the safety of anyone, nor interfere with any event or its participants. Transportation can consist of golf carts, bicycles, cars, etc.

F. Storage

- 1) When possible, Lee County may provide areas for storage of the Vendor's supplies and equipment. The storage areas shall be maintained by the Vendor in a clean, orderly and safe condition at all times.
- 2) If a golf cart is to be used; Lee County may provide the awarded vendor with a place to store and, in the case of electric cart(s), an outlet to charge the vehicle.

G. Penalties

Hours not worked may be deducted from monthly payments, particularly if these hours are persistent. Deduction for hours not worked does not constitute a waiver of the specifications or acceptance of the conditions or performance.

H. Defaults by Vendor

The Vendor may be declared in default and may be terminated by the County with seven days notice for any one of the following reasons:

- 1) Failure of the Vendor to maintain satisfactory performance level;
- 2) Failure of the Vendor to start work within the time stated in the notice to proceed.
- 3) Failure of the Vendor to pay for work performed and materials and supplies used under this contract;
- 4) Insolvency of Vendor; or
- 5) Death of the Vendor, if the Vendor is an individual

I. Termination by the County

The County may, at its option and discretion, terminate the contract at any time, in whole or in part, without any default on the part of the Vendor, by giving written notice to the Vendor at least thirty (30) days prior to the effective date of the termination.

J. Termination by the Vendor

This Agreement may be terminated by the Vendor by giving thirty (30) calendar days advance written notice. The County reserves the right to accept or not accept a termination notice submitted by the Vendor, and no such termination notice submitted by the Vendor shall become effective unless and until the Vendor is notified in writing by the County of its acceptance.

K. Holidays

The following is a list of holidays that are observed by Lee County:

New Years Eve	December 31
New Years Day	January 1 (observed as designated below)
Martin Luther King Day	Third Monday in January
Memorial Day	Last Monday in May
Fourth of July	July 4th
Labor Day	1st Monday in Sept.
Veterans Day	November 11th
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving	Fourth Friday in November
Christmas Eve	December 24

Christmas Day

December 25 (observed as designated below)

The Christmas Day and New Year's Day holidays are observed differently than the other listed holidays according to the day of the week on which they fall. Christmas and New Year's are observed according to the following schedule:

If Christmas or New Year's

<u>Observed Day Falls On</u>	<u>Days Off</u>
Sunday	Monday and Tuesday
Monday	Monday and Tuesday
Tuesday	Monday and Tuesday
Wednesday	Tuesday and Wednesday
Thursday	Thursday and Friday
Friday	Thursday and Friday
Saturday	Thursday and Friday

Custom holiday scheduling may be required for the Library System. Library Holidays can vary from County Holidays as Libraries are usually open on Saturdays.

L. Damage or Criminal Activity to County Property and Events

- 1) Damage or theft of County property directly caused by the Vendor during security/parking monitor operations shall be assumed by the Vendor. A written report of same and cause of damage must be submitted to the designated Department/Division point of contact and/or the Procurement Management Director (or designee) within 24 hours of occurrence. Vendor will pay for the cost of polygraph tests required by Lee County.
- 2) In the event that a crime is committed on County premises, or at County's venue(s) or event(s), all vendor Security Guard employees' shall work in close liaison with all law enforcement involved. Vendor employees shall render any and all assistance possible in the event of injury or damage to persons or property of or on the County's premises, or at County's venues, or events.
- 3) Damage or theft of event vendors' property directly caused by the Vendor during security/parking monitor operations shall be assumed by the Vendor. A written report of same and cause of damage must be submitted to the designated Department/Division point of contact and/or the Procurement Management Director (or designee) within 24 hours of occurrence. Vendor will pay for the cost of polygraph tests required by Lee County.

M. Examination of Site and Other Relevant Material

- 1) The Vendor shall have visited the site(s) and shall have fully acquainted and familiarized himself/herself with the various conditions as they exist and the operations to be carried out. The Vendor shall make such investigations as he/she may see fit so that he may fully understand the facilities, difficulties and restrictions attending the execution of the work. Vendor shall also thoroughly examine and be familiar with all the specifications.

- 2) The failure or omission of the Vendor to receive or examine any instruction or document, or any part of the specifications or to visit the site(s) and acquaint himself/herself as to the nature and location of the work, the general and local conditions and all matters which may in any way affect performance shall not relieve the Vendor of any obligation to perform as specified herein. Vendor understands the intent and purpose thereof and his obligations there under, and that he/she will not make any claim for or have any right to damages resulting from any misunderstanding or misinterpretation of this agreement, or because of any lack of information.
- 3) In the event of legal proceedings to enforce the terms of this agreement the prevailing party will be entitled to legal fees.

N. Licenses, Permits, Certifications, and Documentation

- 1) The Vendor shall make application for and obtain necessary permits and licenses from the appropriate governing body, and meet all requirements as outlined in Florida Statutes 493.6106. The Vendor shall give all notices necessary and incidental to the prosecution of the work.
- 2) The vendor shall maintain and have readily available, upon request, the following information for the County:
 - a) Individual personnel records, to include but not limited to: training records, drug screening results, background checks, etc.
 - b) Application for employment and supplemental information.
 - c) Any other documents jointly agreed upon by the vendor and the County.
- 3) Vendors shall obtain, upkeep, and make readily available an identification card as outlined and directed by Florida State Statute 493.6111, to include pertinent information.
- 4) After the award and before the start-up or commencement of any services/project under this contract, the awarded vendor must provide evidence (proof) that all personnel possess the appropriate licensing and training for their assignment/post, as outlined under Title XXXII Chapter 493 of the Florida Statutes. Failure to provide such proof may result in the cancellation of the contract. Proof must be provided to all County Departments/Divisions, as appropriate, requiring services via or under this contract.

O. Laws and Taxes

- 1) The Vendor shall comply with all County, City, State and Federal Laws, and all applicable municipal ordinances and shall indemnify the Owner from all Vendor violations thereof. The Vendor shall further assume and be specifically liable for all State and Federal Payroll or Social Security Taxes, Unemployment Compensation Tax and for all State and Federal Sales and Use Taxes which may be in force and guarantees to hold the Owner harmless in every respect for violations by the Vendor of any such laws.
- 2) Of special note is Florida Statute 442, "Right to Know Law", and the Vendor will comply with it fully and also assist Lee County as necessary in a timely manner.

- 3) Vendor's employees must comply with the Florida Clean Indoor Air Act Chapter 85-257 by observing no smoking restrictions.
- 4) Vendor shall comply with all applicable portions of OSHA 1910.

P. Method of Payment

Billing for security/parking monitor services will be paid on a monthly basis, after receipt of an invoice from the Vendor at the end of each time period of one (1) month. The invoice will be for the previous month's service period and personnel time sheets will accompany the invoice to verify the monthly charges.

Lee County will not pay for any training of security/parking monitor personnel. Any training times will be noted on the personnel time sheet as non-chargeable time.

Q. Response Times for supplying Security Guard(s)/Parking Monitor(s):

- 1) Emergency Response: This will occur when there is an immediate, unforeseen need for a Security Guard/Parking Monitor on a temporary or back-up basis. In this situation a qualified personnel will be immediately (within 1 hour, with consideration given for proximity to the vendor's office/location) made available to satisfy this temporary requirement.
- 2) Non Permanent Response: This will occur when a guard is needed to fill a temporary, short-term assignment. The vendor will be given a minimum of 24 hours notice to find someone to fill the assignment.
- 3) Permanent (new) Post Response: new post(s) or position(s) that is needed at a new location, or venue. The vendor will be given a maximum of 7 days to obtain and provide qualified trained personnel to fill new post(s) or position(s).

R. Scheduling

- 1) Lee County shall designate the amount of personnel and or time during which selected building(s), venue(s), or event(s) will require security/parking monitor service(s). It's the vendor responsibility to schedule the appropriate personnel(s) to cover the time(s)/shift(s).
- 2) Vendor may be required or requested, by Individual users/County entities, to provide projected/upcoming security/parking monitor personnel (shift) schedule.
- 3) It is understood that, from time-to-time, there may be occasion for cancellation, re-scheduling, and/or addition of events that will require Security Guard(s)/parking monitor(s) to be present. The County Representative, departmental/divisional representative, or their designee will immediately inform the vendor of such occasion/circumstances.

S. Staffing

Contractor shall furnish personnel qualified and capable of performing all work required herein. Vendor shall ensure that all personnel shall be trained, briefed, and fully qualified to perform their assigned duties and responsibilities, to include but not limited to the following:

- 1) If for some reason any security guard/parking monitor is late in reporting for their shift, the guard/parking monitor currently on duty shall remain on duty until the scheduled guard/parking monitor or a replacement reports for duty. The vendor shall be responsible for and bear all expense associated with this state of affairs /situation/process. It is the sole responsibility of the vendor to check and ensure that their employee(s) are in-place and on time; **no** post or assignment shall be left unattended.
- 2) Each Security Guard/ Parking Monitor shall present a clean, neat, and professional appearance at all times; employees shall be in their full-dress uniform, with proper equipment and materials, before reporting to their post/assignment.
- 3) The County representative or designee may specify and the vendor shall comply with:
 - a) Specific Security Guard(s)/Parking Monitor(s) for specific post.
 - b) Refusal of assignment by the County Representative of a specific Security Guard/Parking Monitor, with or without reason; said Guard/Parking Monitor will not be scheduled for future assignment, unless cleared by the County.

11. TECHNICAL REQUIREMENTS FOR SECURITY GUARD PERSONNEL

The technical requirements, terms & conditions, and responsibilities identified herein apply to all security personnel, events, venues, and County locations. Additional requirements, terms & conditions, and responsibilities particular to an event, unique venue, individual, or location will be provided to the Security Guard upon assignment.

A. Reporting Information

The following information must be provided to the appropriate Department/Division designee on a daily basis.

- 1) Building(s)/venue(s) check sheets for after hour/hourly checks.
- 2) After hour sign in sheets denoting times of people entering and exiting the building(s)/venue(s) after hours during the week, including janitorial personnel who will be identified as such. (There will also be sheets to be turned in on Monday mornings from the weekend.)
- 3) Any incident reports or other reports as desired or directed by the Department/Division that requested the security service(s).

B. Security Guard Personnel Duties

As directed by the appropriate Department/Division designee; security service personnel duties shall include, but not be limited to:

- 1) Remain alert and vigilant at all times and be prohibited from the following while on duty: having or watching television; read newspapers, magazines, or other literature; utilizing phones and devices for personal use/business; utilizing other electronic devices and communication mediums, including but not limited to gaming and social media devices.
- 2) Be responsive in addressing special requirements requested by the County Representative (his/her designee), or authorized County official.
- 3) Take appropriate action for each situation encountered, and immediately report all unusual situations to the County representative or designee.
- 4) Maintain a log of events and activities to be submitted to their supervisory staff at the end of shift /each day, and be made readily available for the County upon request.
- 5) Patrolling the interior and exterior of the facilities, venues, events, and parking lots.
- 6) Providing escort services for County personnel and other requested individuals as directed by the County or location staff.
- 7) Ensure that doors to the County facilities and County vehicles are protected and secured.
- 8) Refrain from using any County equipment, such as but not limited to: copy machines, computers, coffee makers, etc; without the express, written approval by the County representative/authorized personnel or designee.
- 9) Report to duty at the designated starting time, and not leave any assigned post, venue, or event until properly relieved, or dismissed by their supervisor.
- 10) Do not accept gratuities for any reason whatsoever from staff or guests.
- 11) Participate in drills or actual fire alarms, evacuations, and disasters exercises.
- 12) Remove all personal items including refuse (cigarette butts).
- 13) Fulfill any and all other obligations outlined in this RFP. Failure to meet these minimum qualifications may be cause for refusal of continued employment County-wide. In such case(s), vendor shall immediately provide a replacement Security personnel/guard that is equally qualified in the areas as outlined in this RFP, as well as be subject to the required drug and background investigations/checks.
- 14) Examples of related duties (as required) include, but are not limited to:
 - a) Keeping walkways, entrances, and exits clear and free of guests and obstructions.
 - b) Disallow the entry of prohibited items.
 - c) Provide visual entrance and gate searches.
 - d) Perform credential checks.

- e) Addressing unruly guests in an inconspicuous manner.
- f) Directing guests to seats, restrooms, smoking areas, concession areas, and other amenities.
- g) Assisting disabled guests.
- h) Assisting guests in need of medical assistance and/or emergency evacuation.
- i) Protecting venue property and facilities.
- j) Protecting the safety of staff and guests/attendees.
- k) Provide inspection of all patrons prior to entry.
- l) Enforcing the venue's or facility's re-entry policy identified for each area or event.
- m) Securing designated areas from guests/spectators entry.

C. Security Guard Conduct

- 1) Security Personnel shall be exemplary and beyond reproach; conduct themselves in a professional and courteous manner at all times.
- 2) At no time, on or off duty, shall any employee of the vendor (Security Guard or not) usurp, misuse, or leverage their position to:
 - a) Seek autograph, photos, or receive special favor connected with an event. Doing so may result in immediate dismissal.
 - b) Take items or property not belonging to them.
 - c) Ask for free food, beverage, merchandise, or admission tickets.
 - d) Permit entrance of any person into the facility without proper credentials or admission.
- 3) Present themselves in a manner that reflect positively on the County and the vendor; firm, but non-confrontational, non-threatening, and non-combative.

D. Post Orders

- 1) The Vendor and a designated County personnel/representative from the Department/Division requesting the security service(s) may collaborate with the vendor to develop post order (s) on a site-by-site or event(s) basis; deemed required/necessary by the entity requesting the service(s).
- 2) All post order(s) will be independently provided, on an as-needed-basis, by the department/division requesting the service; developed, upon request, with the vendor's assistance.

- 3) The department/division will provide the vendor with said post order(s), approved by the department/division, for any and all location(s)/venue(s)/event(s) that requires post order(s).
- 4) The post order(s) shall be developed and in-place prior to detail(s)/work commencement.

For informational & directional/guidance purposes only; a sample post order has been provided, below, with this packet; post orders shall be customized to meet the individual department/division needs.

POST ORDERS
(Sample)
The Facility
1234 Sixteenth Street
Cape Coral, Florida 33909

GENERAL INFORMATION

1. The Security Officer is on duty five (5) days per week, eight hours (8) per day. This is an unarmed armed post, venue, or event.
2. Public Relations: Be polite at all times. Do not argue with any employee or visitor. The Security Officer does not make the policy, but is there to enforce the rules.
3. Appearance: Security Officers will be neat and clean in appearance while on duty and will wear only the approved uniform.
4. Security Officer Reports, Sign-In Sheets and Incident Reports for each day, are to be completed and given to the Area Supervisor by Monday.
5. Equipment assigned by the County to the Security Officer while on duty:

Door Keys	1 Set
Two-Way Radio	1 Each
6. The Security Officer controls access to the building and monitors all personnel that are entering and exiting the building during regular business hours.
7. Control of county property will be in accordance with the procedures outlined in Lee County Office's special orders.

E. Special Orders

1. The Security Officer will be on duty Monday through Friday from 08:00 - 16:00 hours unless otherwise specified.
2. The Security Officer will first report to the Information Desk located on the first floor to receive keys and the radio.
3. The Security Officer will remain on the first floor during the day and will also direct people arriving for meetings to the rooms.
4. Whenever possible, a calendar will be supplied to the Security Officer so he/she will be aware of what is scheduled for that day.
5. There may be times when the county staff conducting meetings in the building will have specific instructions to be adhered to for that day. The Security Officer will make sure the staff request is administered.

Post Orders (continued)

6. The Security Officer will conduct a patrol of the inside of the building at least two (2) times during his/her tour of duty. The patrols are to be done as not to interfere with the normal daily routine.
7. Security Officers are to sign in and out on the Sign-In sheets. The sign-in sheets are to remain in the building and will be picked up each week by the Area Supervisor on duty.
8. Any inconsistencies in the operations of the building (air conditioning, mechanical systems, doors, etc.) will be reported to Building Automation at **335-2987**.
9. No Security Officer is to use the telephones for personal telephone calls.
10. All computerized equipment is off limits to the Security Officer.
11. A radio will be supplied for the Security Officer on duty to enable contact with the Security Officers at the Main Office Building. The Security Officer will notify the Main Office Security Officer when arriving for duty and when completing the outside perimeter check and when going off duty.
12. On occasion, the Security Officer will be required to escort individuals to their vehicle.

12. TECHNICAL REQUIREMENTS FOR PARKING MONITOR PERSONNEL

The technical requirements, terms & conditions, and responsibilities identified herein apply to all parking monitor personnel, venues, County locations, and events. Additional requirements, terms & conditions, and responsibilities particular to an event, unique venue, individual, or location will be provided to the Parking Monitor upon assignment.

A. Monitoring Service Requirements

- 1) Lee County shall designate the amount of personnel and or time during which selected building(s), venue(s), or event(s) will require parking monitor service. It's the vendor responsibility to schedule the appropriate personnel(s) to cover the time(s)/shift(s).
- 2) Parking Monitors must possess a "D" license and the appropriate number of training hours required and administered by the Florida State Division of Licensing. The awarded vendor/firm must provide evidence (proof) that all personnel possess a "D" license. Failure to provide proof may and can result in contract termination. Such proof is to be provided to the division or department representative requesting the service.
- 3) The vendor shall supply each monitor with a communication device (radio/cell phone), clipboard, pad of paper, pen, and raincoat. If requested the vendor/firm shall provide a radio and charger for the department/division requesting the service; the department/division designee must have a means/mode of direct contact with the Parking Monitor.
- 4) Vendor may be required or requested, by Individual users/County entities, to provide projected/upcoming Parking Monitor personnel (shift) schedule.
- 5) It is understood that, from time-to-time, there may be occasion for cancellation, re-scheduling, and/or addition of events that will require Parking Monitor(s) to be present. The County Representative, departmental/divisional representative, or their designee will immediately inform the vendor of such occasion/circumstances.

B. Parking Monitor Duties

- 1) Watch parking area for violators and unauthorized vehicles. Monitor will keep a record log of the unauthorized vehicles/violators each day or as required by the requesting department/division representative or designee. This log is to be turned into the department/division designee each day at the end of shift, or as required by the requesting department/division.
- 2) Report any unauthorized vehicles to the department/division designee and, if determined by the department/division designee, dispense a warning ticket for the first violation. The warning ticket will be supplied by the designee of the department/division requesting the services.
- 3) May be required to call for ticketing by the City Police Department for unauthorized vehicles with repeated violations.

- 4) May be required to request towing service to remove vehicles parked illegally and or causing hazardous conditions.
- 5) Direct guest/public in the proper use of facilities and parking process/protocol.
- 6) Direct drivers and take appropriate action to eliminate hazardous conditions.
- 7) Operate service booth and access apparatuses as required/needed

C. Parking Monitor Requirements

- 1) Must be able to walk and stand for long periods of time.
- 2) Must be able to communicate in the English language.
- 3) Must be able to work in the elements outside each day for long periods of time, as most sites/locations do not have booths for shelters.
- 4) Maintain booths, where applicable, in a neat and clean fashion at all times; free of dirt, debris, and trash.
- 5) Provide direction and information to guest and customers as needed and required.

D. Parking Monitor Conduct

- 1) Parking Monitor personnel shall be exemplary and beyond reproach; conduct themselves in a professional and courteous manner at all times.
- 2) At no time, on or off duty, shall any employee of the vendor (Parking Monitor or not) usurp, misuse, or leverage their position to:
 - a) Seek autograph, photos, or receive special favor connected with an event. Doing so may result in immediate dismissal.
 - b) Take items or property not belonging to them.
 - c) Ask for free food, beverage, merchandise, admission tickets, or other gratuities.
 - d) Permit entrance or parking privileges to any person not possessing or having the proper credentials or authorization.
- 3) Present themselves in a manner that reflects positively on the County and the vendor; be firm, but non-confrontational, non-threatening, and non-combative.

13. ADDITIONAL REQUIRED DOCUMENTS

The following documents are to be included with your submittal in the Tab 6 Required Documents Section:

- A. A list of any and all contracts that may have been terminated or lost due to unsatisfactory performance within the past five (5) years. The list must include firm names, contact persons, firm addresses, and telephone numbers. A brief statement should also be made indicating the reason for any contract being lost or terminated.
- B. Provide data reflecting the average turnover rate in percentage of guards/parking monitors each month, yearly, for the past three years. A turnover rate in excess of 25%, for any consecutive months, may be sufficient cause for consideration of bidder(s) to be categories as non-responsive and non-responsible.
- C. A description of the proposer's standardized procedure for screening of drugs and background check of security guards.
- D. A detailed description of the Proposer's standardized training program for security personnel to be utilize on this contract.
- E. A list of equipment and a color photograph or sample of standardized uniforms to be provided to contract employees, including at minimum: hat, shirt, company insignia, pants, personal name tag, shoes, rain gear, and flashlight; subject to approval by the County.
- F. Provide contact information for a local person(s) that is able to report to the location within 15 minutes, 24 hours a day, for security personnel related issues (i.e. guard didn't report, guard walks off their post/job, guard becomes ill, guard disciplinary issues, etc.).

14. PROJECT TERM

Multi-year Renewals: The successful Proposer shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an "as needed basis" for a one-year (1) period. There may be an option to extend this contract as specified in the Scope of Work or specifications upon the approval of both the County and the successful Proposer at the time of extension or renewal for three (3), additional one (1) year periods.

15. MINIMUM REQUIREMENTS/RELATED PROJECT EXPERIENCE.

- 15.1. Relevant References: Provide **a minimum of 3 references.** (Complete Form 1a Minimum Requirements Table) For each reference include:
 - 15.1.1. Contact Name
 - 15.1.2. Contact Address
 - 15.1.3. Contact Name
 - 15.1.4. Contact Email
 - 15.1.5. Contact Telephone Number
 - 15.1.6. Summary of the project scope

16. REQUIRED PROPOSAL FORMAT AND RESPONSE INFORMATION

- 16.1. All information for written proposals shall be included in the appropriate Tab. All other information that is undesignated shall be included in Tab 6. Place page numbers at the bottom of every page, excluding

dividers. If any of the information provided by the Proposer is found to be, in the opinion of the Evaluation Committee and Procurement Management Director, substantially unreliable this proposal may be rejected.

- 16.1.1. **TAB 1: Staff Overall Experience/Business Qualifications:** Provide a brief statement of company qualifications. Include office location that will be responsible for this project. Provide type of organization (e.g., individual/sole proprietorship, partnership, corporation, etc.) Name of parent company, if any. Principals to contact. List not more than two principals who are authorized to bind the vendor contractually with respect to this RFP. Provide name, title, location, telephone, fax, and e-mail address. Vendor's current workload providing the same or similar type of security services to other entities in Florida. Vendor's ability to properly support the County's requirements in addition to Vendor's other clients.
- 16.1.2. **TAB 2: Methodology, Transition & Approach to Perform the Required Services:** Provide a statement of the firms understanding of the project and methodology and approach to managing the County's services.
Provide a detailed description / plan of how services will be transitioned under the agreement from current operations and staff to the Firm. Ensuring a smooth, seamless transition is of critical importance to the County;
Provide a sample security plan and how it would be implemented at the County;
Provide sample security policies and procedures used to improve the security and public safety;
List sample activities that would be designed to detect and address security and safety problems;
List sample activities to control and oversee traffic control points to restrict unwanted activity.
- 16.1.3. **TAB 3: References:** A minimum of three (3) references, for each service, from organizations, municipalities, establishments, or businesses utilizing similar services within the past 5 years. Provide names, full addresses and telephone numbers of contact person(s). (Complete Form 1b Minimum Requirements Table)
- 16.1.4. **TAB 4: Technical Proposal:** This section should address the requirements of the RFP.
Describe the organizational structure (chain of command) that would provide day-to-day security services to the County. Provide names, qualifications and experience of key employees who would be responsible for operational management of these services. Itemize and enumerate positions by title (e.g., senior supervisor, shift supervisor, dispatcher, etc.)
Describe how contractor fills-in for unscheduled employee absence due to illness, family emergency, etc.
Describe the background checks and training that will be provided to any security force employees that would be assigned to the County.
Describe contractor's ability to provide and maintain standing orders and post orders specific to operational conditions at the County.
Describe contractor's quality assurance plan program such as periodic inspections of the service area by senior management staff, meetings with customer management, and the like.
- 16.1.5. **TAB 5: Price Scoring:** (if applicable) The Proposer with the lowest Price Proposal will be awarded the maximum score of listed in the scoring criteria section. All other proposals will be scored according to the following formula: (Lowest Price Proposal/ Proposer's Price Proposal) x Maximum points. Score For example, the maximum score available for price is 20. If the lowest proposed Price Proposal is \$150,000.00 that Proposer will receive the full 20 points. Another Proposer with a Price Proposal of \$160,000.00 will receive points calculated as follows: \$ 150,000.00/ \$160,000.00 = .9375
- 16.1.6. **TAB 6: Required Documents:** Forms, licenses, certifications, www.Sunbiz.org print-out, Section 13 Additional Required Documents, etc. (Tab 6 information not part of page count.)

17. SCORING CRITERIA

Category	Category Title	Category Description	Points
1	Staff Overall Experience/Business Qualifications	Provide a brief statement of company qualifications. Include office location that will be responsible for this project. Provide type of organization (e.g., individual/sole proprietorship, partnership, corporation, etc.) Name of parent company, if any. Principals to contact. List not more than two principals who are authorized to bind the vendor contractually with respect to this RFP. Provide name, title, location, telephone, fax, and e-mail address. Vendor's current workload providing the same or similar type of security services to other entities in Florida. Vendor's ability to properly support the County's requirements in addition to Vendor's other clients.	25
2	Methodology, Transition & Approach to Perform the Required Services	<p>Provide a statement of the firms understanding of the project and methodology and approach to managing the County's services.</p> <p>Provide a detailed description / plan of how services will be transitioned under the agreement from current operations and staff to the Firm. Ensuring a smooth, seamless transition is of critical importance to the County;</p> <p>Provide a sample security plan and how it would be implemented at the County;</p> <p>Provide sample security policies and procedures used to improve the security and public safety; List sample activities that would be designed to detect and address security and safety problems; List sample activities to control and oversee traffic control points to restrict unwanted activity.</p>	20
3	References	A minimum of three (3) references, for each service, from organizations, municipalities, establishments, or businesses utilizing similar services within the past 5 years. Provide names, full addresses and telephone numbers of contact person(s). (Complete Form 1b Minimum Requirements Table)	10
4	Technical Proposal	<p>This section should address the requirements of the RFP. Describe the organizational structure (chain of command) that would provide day-to-day security services to the County. Provide names, qualifications and experience of key employees who would be responsible for operational management of these services. Itemize and enumerate positions by title (e.g., senior supervisor, shift supervisor, dispatcher, etc.)</p> <p>Describe how contractor fills-in for unscheduled employee</p>	20

	<p>absence due to illness, family emergency, etc.</p> <p>Describe the background checks and training that will be provided to any security force employees that would be assigned to the County.</p> <p>Describe contractor's ability to provide and maintain standing orders and post orders specific to operational conditions at the County.</p> <p>Describe contractor's quality assurance plan program such as periodic inspections of the service area by senior management staff, meetings with customer management, and the like.</p>	
5	Pricing	Cost of product or service as calculated using formula specified in solicitation document.
Maximum Total Points		100

18. RFP SUBMISSION SCHEDULE

Submission Description	Date(s)	Time
Advertise Request for Proposal (RFP)	Friday, November 4, 2016	N/A
Pre-Proposal Meeting	N/A	N/A
Proposal Question Deadline	8 Calendar days prior to submission deadline	Prior to 5:00 PM
Submission Deadline	Wednesday, December 7, 2016	Prior to 2:30 PM
First Committee Meeting Short list discussion	TBD	TBD or 12:00 AM *
Notify Shortlist Selection via e-mail	TBD	N/A
Final Scoring/Selection Meeting	TBD	TBD or 12:00 AM *
Commission Meeting	TBD	

End of Section

REQUIRED FORMS

REQUEST FOR PROPOSAL (NON-CCNA)

These forms are required and should be submitted with all proposals. If it is determined that forms in this selection are not applicable to your company or solicitation they should be marked “N/A or Not Applicable” across the form in large letters and returned with your submission package. **Note:** If submitting via hard copy the original must be a manually signed original. Include additional copies, if specified, in the Solicitation documents.

<u>Form #</u>	<u>Title/Description</u>
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1	<i>Solicitation Response Form</i>
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All signatures must be by a corporate authorized representative, witnessed, and corporate and/or notary seal (if applicable.) The corporate or mailing address must match the company information as it is listed on the Florida Department of State Division of Corporations. Attach a copy of the web-page(s) from <http://www.sunbiz.org> as certification of this required information. Sample attached for your reference.
Verify that all addenda and tax identification number have been provided.

1a	<i>Proposal Form</i>
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This form is used to provide itemization of project cost. A more detailed “schedule of values” may be requested by the County

1b	<i>Minimum Requirements Table (RFP)-References</i>
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1c	<i>Business Relationship Disclosure Requirement (if Applicable)</i>
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Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. If this **disclosure is applicable request form** “*INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS*” (Required by 112.313(12)(b), Florida Statute (1983)) to be completed and **returned with solicitation response**. **It is the proposer’s responsibility to request form and disclose this relationship, failure to do so could result in being declared non-responsive.**

NOTICE: UNDER THE PROVISIONS OF FLORIDA STATUTES #112.317 (1983), 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 \$5,000.00.

2	<i>Affidavit Certification Immigration Laws</i>
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Form is acknowledgement that the proposer is in compliance in regard to Immigration Laws.

3	<i>Reference Survey</i>
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Provide this form to a minimum of three references. This form will be turned in with the bid or proposal package.

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 that the reference respondent is to provide a response for.

3. The reference respondent should complete “**Section 3.**”
4. **Section 4:** The reference respondent to print and sign name
5. A **minimum of 3 reference responses** are requested to be returned with bid or proposal package.
6. Failure to obtain reference surveys may make your company non-responsive.

4 *Negligence or Breach of Contract Disclosure Form*

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

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

5 *Affidavit Principal Place of Business*

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

6 *Sub-Contractor List* (if applicable)

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

7 *Public Entity Crimes Form (Required form)*

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

8 *Trench Safety (Required for Construction Projects Only)*

Self explanatory.

9 *Bid Bond* (if applicable)

Self explanatory

Proposal Label (Required)

Self explanatory. Please affix to the outside of the sealed submission documents. The mailing envelope **MUST** be sealed and marked with:

- ✓ Solicitation Number
- ✓ Opening Date and/or Receiving Date
- ✓ Mailing Address:
Lee County Procurement Management Division
1500 Monroe Street, 4th Floor Fort Myers, FL 33901

Include any licenses or certifications requested (if applicable)

It is the Proposer's responsibility to insure the Solicitation Response is mailed or delivered in time to be received no later than the specified opening date and time. (If solicitation is not received prior to deadline it cannot be considered or accepted.)

Form 1 – Solicitation Response Form

LEE COUNTY
SOUTHWEST FLORIDA

LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM

Date Submitted: _____ Deadline Date: 12/7/2016

SOLICITATION IDENTIFICATION: RFP160632/DKR

SOLICITATION NAME: Security & Parking Monitor Services- County Wide

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, Fort Myers, Florida The undersigned, as Proposer, hereby declares that no person or other persons, other than the undersigned, are interested in this solicitation as Principal, and that this solicitation is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby propose and agree to furnish this service according to the requirements set out in the 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, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Form#1 – Solicitation Form, Page 2

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

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

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

- 4 Disadvantaged Business Enterprise (DBE) proposer? If yes, please attach a current certificate. ____ Yes ____ No
- 5 The proposer should carefully read all the solicitation documents. Any deviation or modification must be identified. Failure to clearly identify any modifications in the space below may be grounds for the proposal being declared non-responsive, or to have the award of the solicitation to be rescinded by the County. Attach separate page if necessary.
- 6 Are there any modifications to the solicitation or specifications? ____ Yes ____ No

Modifications:

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
FEI/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

Mailing Address

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

Registered Agent Name & Address

My Registered Agent
111 Registration Road
Registration, USA99999

Name Changed: 12/14/2006

Address Changed: 12/14/2006

Officer/Director Detail**Name & Address**

Title P

President, First
555 AVENUE
Anytown, USA99999

Title V

President, Second
555 AVENUE
Anytown, USA99999



Lee County Procurement Management

PROPOSAL FORM**Company Name:** _____**Solicitation #** RFP 160632/DKR **Solicitation Name** Security and Parking Monitor Services- County Wide

Having carefully examined the “Terms and Conditions”, and the “Detailed Specifications”, all of which are contained herein, propose to furnish the following which meet these specifications.

Term Multi-year and Renewals

The successful proposer shall be responsible for furnishing and delivering to the Lee County requesting Department commodity or services on an “as needed basis for a one-year (1) period or as specified in the Scope of Work as per specifications. There will be an option to extend this contract as specified in the Scope of Work or specification upon approval of both the County and the vendor at the time of the extension or renewal.

The hours on this Proposal Form are estimates, there is no guarantee of a minimum hours worked.

Please include this page with your submission package.

<i>Item #</i>	<i>Description</i>	<i>Unit of Measure</i>	<i>Cost per Hour</i>	<i>Quantity of Hours per Year</i>	<i>Total Cost</i>
1	Unarmed “Base” Security Service	One Person		20,000	
2	Armed Security Guard	One Person		10,000	
3	Parking Monitor	One Person		12,000	
Grand Total					

Amount Written _____

Required form 1b Minimum Requirements Table (form may be expanded or duplicated as needed)

Proposer Name:

Relevant References:

Owner Name:

Project Name:

Project Address:

Owner Representative:

Representative

Telephone:

Representative E-Mail:

Summary of Project Scope:

Owner Name:

Project Name:

Project Address:

Owner Representative:

Representative

Telephone:

Summary of Project Scope:

Owner Name:

Project Name:

Project Address:

Owner Representative:

Representative

Telephone:

Representative E-Mail:

Summary of Project Scope:



AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP160632/DKR
Wide

SOLICITATION NAME: Security & Parking Monitor Services- County

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 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

Solicitation # RFP160632/DKR

Security & Parking Monitor Services-County Wide

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

Reference Name (Print Name)

Please submit non-Lee County employees as references

Reference Signature



ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM

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

Company Name: _____

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

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

Page Number: _____ Of _____ Total pages

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



LEE COUNTY

SOUTHWEST FLORIDA

AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

Local Vendor Preference (Non-CCNA)

(Lee County Ordinance No. 08-26)

Location Identification (CCNA)

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

Company Name: _____

Printed name of authorized signer _____

Title _____

⇒
Authorized Signature _____

Date _____

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

Notary:

State of _____

County of _____

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

20_____, _____ who has produced

_____ as identification (or personally known)

Type of ID and number

⇒
Notary Public Signature _____

Notary Commission Number and expiration _____

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

Local Business Tax License # _____

2. Address of Principal Place of Business: _____

3. Number of years at this location _____ 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. Size of Facility (i.e. office, sales area, warehouse, storage yard, etc.) _____

6. Number of available employees for this contract _____

Form 6-Sub-contractor List**SUB-CONTRACTOR LIST**

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

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

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

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

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

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

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

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

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

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

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

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

(Signature)

(Date)

STATE OF _____
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____

(Name of individual signing)

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

(NOTARY PUBLIC)

My Commission Expires: _____

Form#8: Trench Safety (Required for Construction Projects Only)**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 acknowledged before me this ____ day of _____ by _____ (name and title of corporate officer) of _____ (name of corporation), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

(signature line for notary public)

(name of notary typed, printed or stamped)

(title or rank)

My commission expires:

(serial number, if any)

BID BOND

Complete EITHER Lee County Paper Bid Bond OR provide cashier's check

KNOW ALL MEN BY THESE PRESENTS, that we

_____ as Principal, and
(BIDDER'S Name)

_____ a Corporation licensed to do
(Surety's Name)

business under the laws of the State of Florida as a Surety, are held and firmly bound unto LEE COUNTY BOARD OF COUNTY COMMISSIONERS, LEE COUNTY, FLORIDA, a Political Subdivision of the State of Florida,
in the SUM OF _____

for the payment whereof, well and truly to be made, we bind ourselves, our heirs, successors, personal representatives and assigns, jointly and severally, firmly, by these presents.

SIGNED AND SEALED this _____ day of _____, _____

WHEREAS, said Principal is herewith submitting a Proposal for the construction of:

NOW, THEREFORE, the condition of the above obligation is such that if said Principal shall be awarded the Contract upon said Proposal within the specified time and shall enter into a written Contract, satisfactory in form, provide an acceptable Public Payment & Performance Bond from a Surety acceptable to the COUNTY and provide other Insurance as may be required to the COUNTY within seven (7) calendar days after the written Notice of Award date, or within such extended period as the COUNTY may grant, then this obligation shall be null and void; otherwise said Principal and Surety shall pay to said COUNTY in money the difference between the amount of the Bid of said Principal and the amount for which said COUNTY may legally contract with another party to perform said work, if the latter amount be in excess of the former, together with any expenses and reasonable attorney's fees incurred by said COUNTY if suit be brought here on, but in no event shall said Surety's liability exceed the penal sum hereof plus such expenses and attorney's fees. For purposes of unsuccessful bid protests filed by the Principal herein, this obligation shall bind the Surety to pay costs and damages associated with the bid protest or delays to the project upon a finding from the Board of County Commissioners for Lee County that the bid protest was frivolous and/or lacked merit. The liability of the Surety shall not exceed the penal sum of the bid bond.

Witness as to Principal:

(Principal) (SEAL)

(By) _____

Printed Name

Witness as to Surety:

(Surety's Name) (SEAL)

(By-As Attorney-in-Fact, Surety)

Affix Corporate Seals and attach proper Power of Attorney for Surety.

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.:	RFP160632/DKR
SOLICITATION TITLE:	Security & Parking Monitor Services – County Wide
DATE DUE:	Wednesday, December 7, 2016
TIME DUE:	Prior to: 2:30 PM
SUBMITTED BY:	
	(Name of Company)
e-mail address	Telephone
DELIVER TO:	Lee County Procurement Management 1500 Monroe 4 th Floor Fort Myers FL 33901
<i>Note: proposals received after the time and date above will not be accepted.</i>	



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

PLEASE PRINT CLEARLY