



Advertise Date: Friday, October 06, 2017

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

**Request for Proposal (RFP) NON-CCNA**

Solicitation No.:	<b>RFP170384ANB</b>		
Solicitation Name:	<b>Annual Odor Control &amp; Corrosion Services</b>		
Open Date/Time:	<b>11/7/2017</b>	Time:	<b>2:30 PM</b>
Location:	Lee County Procurement Management 1500 Monroe Street 4th Floor Fort Myers, FL 33901		
Procurement Contact:	<b>Adam Brooke</b>	Title	<b>Procurement Analyst</b>
Phone:	<b>(239) 533-8881</b>	Email:	<b><a href="mailto:Abrooke@leegov.com">Abrooke@leegov.com</a></b>
Requesting Dept.	<b>Utilities</b>		

**Pre-Solicitation Meeting:**

Type:	<b>NON-Mandatory</b>
Date/Time:	<b>10/19/2017 10:00 AM</b>
Location:	<b>Procurement: Public Works Building, 1500 Monroe St 4th Floor, Fort Myers, FL 33901</b>

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

**Electronic bidding is coming! Visit [www.leegov.com/bid](http://www.leegov.com/bid) to stay informed**



**LEE COUNTY**  
SOUTHWEST FLORIDA

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

**RFP#170384ANB Annual Odor Control & Corrosion Services**

**REQUEST FOR PROPOSAL (RFP)**

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

**Annual Odor Control & Corrosion Services**

Then and there to be publicly opened and read aloud for the purpose of selecting a vendor to furnish; all necessary labor, services, materials, equipment, tools, consumables, transportation, skills and incidentals required for Lee County, 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 Tuesday, November 7, 2017**

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

The Scope of Services for this RFP is available from [www.leegov.com/procurement](http://www.leegov.com/procurement). Vendors who obtain scope of services from sources other than [www.Leegov.com/procurement](http://www.Leegov.com/procurement) are cautioned that the solicitation package may be incomplete. The County's official bidders list, addendum(s) and information must be obtained from [www.Leegov.com/procurement](http://www.Leegov.com/procurement). It is the proposer's responsibility to check for posted information. The County may not accept incomplete proposals.

**A Non-Mandatory Pre-proposal Conference has been scheduled for the following time and location:**

10:00 AM October 19, 2017 at 1500 Monroe Street, 4<sup>th</sup> Floor, Fort Myers FL 33901

For the purpose of discussing the proposed project. Prospective proposers are encouraged to attend. All prospective proposers are encouraged to obtain and review plans, specifications, and scope of work for this proposal before the pre-proposal so that they may be prepared to discuss any question or concerns they have concerning this project. A site visit may follow the pre-proposal conference. Questions regarding this Request for Proposal are to be directed, in writing, to the individual listed below using the email address list below or faxed to (239) 485 8383 during normal working hours.

Adam Brooke [Abrooke@LeeGov.com](mailto:Abrooke@LeeGov.com)

Sincerely,

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

\*[WWW.LeeGov.Com/Procurement](http://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. **Procurement Management:** shall mean the Director of Lee County's Procurement Management Department or designee.
- 1.9. **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.
- 1.10. **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.
- 1.11. **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 FL § Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed bids or proposals received by the County. Pursuant to this, solicitation are exempt from public records request (s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution) until such time as the agency provides notice of a decision or intended decision (pursuant to s. 119.071(2)) or within 30 days after bid or proposal opening, whichever is earlier.

- 3.1.3. Florida Statute 218 Public Bid Disclosure Act.
  - 3.1.4. Florida Statute 337.168 Confidentiality of official estimates, identities of potential bidders, and bid analysis and monitoring.
  - 3.1.5. FL § Section 607.1501(1) states: A foreign corporation may not transact business in the State of Florida until it obtains a certificate of authority from the Department of State.
  - 3.2. **Local Business Tax:** If applicable, provide with proposal.
  - 3.3. **License(s):** 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. **Submission Format:**
    - 4.2.1. Required Forms: complete and return **all** required forms. If the form is not applicable, please return with “Not Applicable” or “N/A” in large letters across the form.
    - 4.2.2. Execution of Proposal: All documents must be properly signed by corporate authorized representative, witnessed, and where applicable corporate and/or notary seals affixed. All proposals shall be typed or printed in ink. The proposer may not use erasable ink. All corrections made to the proposal shall be initialed.
    - 4.2.3. Should not contain links to other Web pages.
  - 4.3. **Preparation Cost:**
    - 4.3.1. The 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 **submitted in writing prior to 5:00 PM at least eight (8) calendar days prior to the date when the submission is due.**
- 8.2. Response(s) will be in the form of an Addendum posted on [www.leegov.com/procurement](http://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, FL § .

#### 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.

18.2. Bidder/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.

#### 19. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

19.1. The proposer agrees to comply, in accordance with Florida Statute 287.134, 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of 2008 (ADAAA) that furnishing goods or services to the County hereunder, no person on the grounds of

race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

- 19.2. The proposer will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or marital status. The proposer will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, disability or marital status.
- 19.3. The proposer will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The proposer will take such actions in respect to any sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.
- 19.4. An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at <http://www.dms.myflorida.com>) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.
20. 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. 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”).



- 23.1.1. Each Ranking is derived by the individual committee member's scores being totaled and then ranked with the highest "score" being "ranked" first with each following in the same manner. For example: a score of 100 would rank 1, a score of 75 would rank 2, and continue until all proposals have been ranked.
- 23.1.2. Upon completion of this method for each individual committee member the individual rankings are then totaled for an "Over-all Ranking." During the Over-all Ranking process the lowest total would be deemed the highest ranked (1). Example: Proposer A individual rankings totaled 5 and Proposer B individual rankings totaled 7 making "Over-all Ranking" order as Proposer A ranked 1, Proposer B ranked 2.
- 23.1.3. In the event of a tie, please refer to the tiebreaker section of this solicitation.)
- 23.2. **Evaluation Meeting(s):**
  - 23.2.1. Evaluation 1: The first evaluation will rank Proposers based on the scores from the selection criteria point values.
  - 23.2.2. Evaluation 2: Following the initial evaluation process, the short-listed proposer(s) will be required to provide an on-site interview/presentation.
    - 23.2.2.1. 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.
  - 23.2.3. Proposed short-list and final selection meeting dates are posted on the Procurement Management web page: [www.leegov.com/procurement](http://www.leegov.com/procurement) (Projects, Award Pending.)

#### 24. RFP – SELECTION PROCEDURE

- 24.1. The selection will be made in accordance with Lee County Procurement Policy. Some or all of the responding proposer(s) may be requested to provide interviews and/or presentations of their proposal, for the ranking process.
- 24.2. The recommendation to award, negotiated rates and agreement/contract(s) will be submitted to the Board of County Commissioners for approval.
- 24.3. 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.
- 24.4. The Procurement Management Director reserves the right to exercise their discretion to:
  - 24.4.1. Make award(s) to one or multiple proposers.
  - 24.4.2. Waive minor informalities in any response;
  - 24.4.3. Reject any and all proposals with or without cause;
  - 24.4.4. Accept the response that in its judgment will be in the best interest of Lee County

#### 25. RFP – TIEBREAKER

- 25.1. 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.
  - 25.1.1. Step 1: The proposer that has the highest number of 1<sup>st</sup> place rankings shall be deemed the first ranked proposer. In the event a tie still exists the proposer with the highest number of 2<sup>nd</sup>, place rankings shall be the first ranked proposer. Should a tie still remain the method used above will continue with each ranking level, 3<sup>rd</sup>, then 4<sup>th</sup>, then 5<sup>th</sup> rank, will be counted until the tie is broken.
  - 25.1.2. 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.
  - 25.1.3. 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, FL §, shall be deemed the first ranked proposer.
  - 25.1.4. Step 4: At the conclusion of steps 1, 2, 3, if all are equal, the 1<sup>st</sup> place proposer shall be determined by the flip of a coin.
- 25.2. When the tiebreaker is determined the highest ranked proposer shall be awarded the contract or receive the first opportunity to negotiate, as applicable.

- 25.3. If an award or negotiation is unsuccessful with the highest ranked proposer, award or negotiations may commence with the next highest ranked proposer.

## 26. RFP – EVALUATION/ SELECTION COMMITTEE

- 26.1. The selection shall be by a Selection Committee consisting of staff representatives from the appropriate County Departments as approved by the Procurement Management Director or designee.
- 26.2. 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 choose to short-list Proposers/Firms to be interviewed to determine final selection.

## 27. WITHDRAWAL OF PROPOSAL

- 27.1. 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.
- 27.2. A proposer may withdraw a proposal any time prior to the opening of the solicitation.
- 27.3. 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:
- 27.3.1. The proposer acted in good faith in submitting the proposal,
- 27.3.2. 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,
- 27.3.3. The mistake was not the result of gross negligence or willful inattention by the proposer; and
- 27.3.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally awarded the contract/agreement.

## 28. PROTEST RIGHTS

- 28.1. 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.
- 28.2. “Decisions” are posted on the Lee County Procurement Management Division website. Proposers are solely responsible to check for information regarding the solicitation. ([www.lee.gov.com/procurement](http://www.lee.gov.com/procurement))
- 28.3. 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.
- 28.4. 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 3<sup>rd</sup> working day after the decision** affecting your rights is posted on the Lee County website.
- 28.4.1. The notice must clearly state the basis and reasons for the protest.
- 28.4.2. The notice must be physically received by the Procurement Management Director within the required time frame. No additional time is granted for mailing.
- 28.5. 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.
- 28.6. **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.**

## 29. AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES

- 29.1. 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.

## 30. CONTRACT ADMINISTRATION

### 30.1. **Designated Contact:**

- 30.1.1. 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.
- 30.1.2. 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.

### 30.2. **RFP – Term:** (unless otherwise stated in the Scope of Work or Detailed Specifications)

- 30.2.1. 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.**
- 30.2.2. The County reserves the right to renew this contract, or any portion thereof, and to negotiate pricing as a condition for each.
- 30.2.3. The County's performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.

### 30.3. **RFP – Basis of Award:**

- 30.3.1. Award will be made to the most responsible and responsive proposer based on the evaluation criteria.

### 30.4. **Agreement/Contract:**

- 30.4.1. 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>.

### 30.5. **Records:**

- 30.5.1. **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.
- 30.5.2. **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. Awarded Bidder/Proposer(s) are hereby informed of their requirement to comply with FL §119 specifically to:
- 30.5.2.1. Keep and maintain public records required by the County to perform the service.
- 30.5.2.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided or as otherwise provided by law.
- 30.5.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- 30.5.2.4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the

contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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

30.5.4. 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.

**30.6. Termination:**

30.6.1. 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.

30.6.2. 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".)

30.6.3. 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.

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

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

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

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

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

**31. WAIVER OF CLAIMS**

31.1. 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.

**32. LEE COUNTY PAYMENT PROCEDURES**

32.1. All vendors are requested to mail an original invoice to:  
**Lee County Finance Department**  
**Post Office Box 2238**  
**Fort Myers, FL 33902-2238**

- 32.2. All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specification portion of this project.
  - 32.3. 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.
  - 32.4. 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.
33. MATERIAL SAFETY DATA SHEETS (MSDS/SDS) (if applicable)
- 33.1. In accordance with Chapter 443 of the FL §, it is the vendor's responsibility to provide Lee County with Material Safety Data Sheets on bid materials, as may apply to this procurement.
34. DEBRIS DISPOSAL (if applicable)
- 34.1. 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.
35. SHIPPING (if applicable)
- 35.1. Cost of all shipping to the site, including any inside delivery charges and all unusual storage requirements shall be borne by the proposer unless otherwise agreed upon in writing prior to service. It shall be the proposer's responsibility to make appropriate arrangements, and to coordinate with authorized personnel at the site, for proper acceptance, handling, protection and storage (if available) of equipment and material delivered. All pricing to be F.O. B. destination.
  - 35.2. 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.
36. INSURANCE (AS APPLICABLE)
- 36.1. 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 Vendor's 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, and 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) or  
\$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 Chapter 440, Florida Statutes, 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. If applicable, it is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.

**SPECIAL CONDITIONS**

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

None at this time

End of Special Conditions

**LEE COUNTY, FLORIDA  
DETAILED SPECIFICATIONS  
FOR  
RFP170384/ANB  
ANNUAL ODOR CONTROL & CORROSION SERVICES**

**GENERAL SCOPE OF PROJECT**

Lee County is requesting proposals from qualified professionals to provide Odor and Corrosion Control Services for Wastewater Collection System and Treatment Facilities. The purpose of the services is to minimize corrosion effects on wastewater infrastructure and to address nuisance odors in the system.

**PROJECT OBJECTIVE**

The intent of the Request for Proposal and resulting contract is to obtain a qualified Proposer to provide comprehensive Odor and Corrosion Control Services for the Lee County Utilities Department Wastewater Collection and Treatment System. The successful Proposer shall furnish the necessary personnel, equipment, materials, supplies, transportation, services and otherwise do all things necessary to provide comprehensive Odor and Corrosion Control Services. The successful Proposer shall provide specific odor/corrosion treatment, related wastewater treatment plant issues/costs, installing necessary monitoring equipment and establishing objectives and monitoring programs for odor/corrosion control treatment.

**PROJECT TERM**

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 three-year (3) 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.

**TECHNICAL REQUIREMENTS**

- a. Successful Proposer shall provide the latest technically proven and most cost effective means of treatment of Odor and Corrosion. Successful Proposer shall provide problem definition, treatment selection and ongoing monitoring process. Treatment strategies must emphasize prevention/minimization of hydrogen sulfide production in the system where practical (as opposed to treating odor after hydrogen sulfide formation has occurred). The County reserves the right to negotiate pricing for new methods, technology and techniques as they are developed.
- b. Successful Proposer shall establish a monthly communication link with County personnel as determined by the Wastewater Division Manager of the Lee County Utilities Department. The County shall have final approval of ongoing odor/corrosion control planning and adjustment process as wastewater collection/treatment systems continue to expand.
- c. Successful Proposer shall, based upon treatment and budgetary objectives established by the Utilities Department, refine and adjust the existing odor/corrosion control program working with

Utilities Department upon award of Contract. Treatment strategies must emphasize prevention/minimization of hydrogen sulfide production in the system where practical (as opposed to treating for odor after hydrogen sulfide formation has occurred).

- d. Successful Proposer shall provide a service/maintenance program to include routine gathering of dissolved and atmospheric hydrogen sulfide data using portable and fixed devices at key monitoring points (see table 1). Monthly data reports shall be provided to the Wastewater Division Manager for review and approval. Successful Proposer shall provide services that include traffic control, safety measures for both the public and workers, and shall coordinate all scheduling with County approval. Successful Proposer shall have personnel available 24 hours-a-day, 7-days-a-week to respond to odor complaints and odor control equipment failures. Successful Proposer shall respond within one (1) hour of being notified of any odor control equipment failures.
- e. Successful Proposer shall have the capability to provide continuous hydrogen sulfide monitoring for key odor and corrosion control points. The monitors shall record hydrogen sulfide at least once every five minutes. Recorded data shall be made available to the County within 24 hours and shall automatically upload all recorded data to a website at least once every 24 hours.
- f. Upon authorization by the County, the Successful Proposer shall be capable of installing temporary odor control systems to address nuisance odor issues within two days of notification to proceed.
- f. Successful Proposer shall provide an introductory and organizational seminar regarding its services and staff members to the County representatives within thirty (30) days after contract award.
- g. The successful Proposer shall hold at least one (1) yearly workshop for County employees at a County designated location to describe the latest techniques in odor and corrosion control treatment. An agenda and detailed outline of topics for the workshop shall be provided to the County at least thirty (30) days prior to each workshop as agreed to by the County.
- h. The successful Proposer shall coordinate with the County in establishing priorities in performing all work. Successful Proposer shall respond to all calls of odor complaints within two (2) hours.
- i. The successful Proposer shall be completely responsible for the control of the environment of the work site during on-site operations. All precautions shall be taken by the successful Proposer to protect the workers, public and County staff from any exposure to harmful or hazardous substances within the sewer system and from dangerous work materials and equipment.
- j. Successful Proposer shall be fully responsible for the operation of their vehicles and handling of all materials related to the odor and corrosion control services at all locations within the County.
- k. Successful Proposer shall be fully responsible for conforming to all requirements regarding handling, hauling, spill reporting and disposal of chemicals for the control services provided at each County work site in accordance with OSHA regulations and those that may be mandated by Federal or State Governments.
- m. Successful Proposer shall prepare an annual report detailing the ongoing odor and corrosion control treatment program and any specific odor and control analyses that have been performed.

- n. Successful Proposer shall inform the County of its planned work schedule and shall afford the County reasonable opportunity to observe and inspect the Successful Proposer's work in progress.
- o. The successful Proposer shall provide a safety seminar every six (6) months to County employees describing all safety precautions necessary for odor and corrosion control chemicals that are in use including reviewing of MSDS sheets for those chemicals.

### **CONTROL REQUIREMENTS**

The awarded vendor will maintain the control goals listed in Table 1 below at the listed control point and established average daily flows. Average flow rates that exceed these stated rates shall excuse the awarded vendor from meeting such goals. The vendor shall employ an appropriate technology at and/or upstream of each of the sites listed to control odors or sulfides in liquid at or below the agreed upon control goal. These technologies include but are not limited to the addition of BIOXIDE<sup>®</sup> products, pH shift chemical treatment, and vapor phase odor control.

Control Point	Address	ADF	Control Goal
S WWTP S Inf MH, back of	1618 South Dr, Fort Myers Fl	2.0 mgd	< 1 mg/L DS
S WWTP N Inf MH S of	1618 South Dr, Fort Myers Fl	2.0 mgd	< 1 mg/L DS
S WWTP 36" N Inf MH 1	1618 South Dr, Fort Myers Fl	2.0 mgd	< 1 mg/L DS
LS 2256	15675 Pine Ridge Road, Fort Myers Beach	0.8 mgd	< 150 ppm H2S
Ft Myers Beach WWTP	17155 Pine Ridge Road, Fort Myers Beach	3.4 mgd	< 10 ppm H2S
LS 2291	11981 Kelly Cove Dr. Fort Myers Fl	0.125	< 10 ppm H2S
LS 4467	4481 Underwood Dr. Fort Myers Fl	0.235	< 100 ppm H2S
LS 2237	17061 John Morris Rd, Fort Myers Fl	0.8 mgd	< 100 ppm H2S
LS 2263	Near 719 San Carlos Dr, Fort Myers Beach	1.0 mgd	< 50 ppm H2S
LS 482	12901 Palm Beach Blvd., Fort Myers, Fl	0.4 mgd	< 100 ppm H2S
LS 481	199 Louise St, Fort Myers Fl	0.55 mgd	< 100 ppm H2S
LS 480	3841 Ballard Rd., Fort Myers, Fl	1.6 mgd	< 250 ppm H2S
Central WWTP FM tap	1501 Raleigh Street, Fort Myers Fl	1.6 mgd	< 1 mg/L DS
LS 7741	20041 South Tamiami Trail	0.45 mgd	< 100 ppm H2S
LS 7716	Three Oaks Blvd & Corkscrew Rd, Fort	0.5 mgd	< 100 ppm H2S
Three Oaks WWTP HW's	18521 Three Oaks Pkwy., Fort Myers, FL	2.9 mgd	< 50 ppm H2S

Table 1 - Odor control criteria

### **PREVENTATIVE MAINTENANCE**

The Odor and Corrosion Control Program will include routine and emergency service. The awarded vendors service technician will visit the site as needed (minimum of once per month) to perform routine maintenance on equipment, optimize chemical dosing, conduct compliance sampling and provide a written report monthly. On-site routine maintenance service will include the following:

1. Check the equipment for proper operation
2. Perform compliance sampling at the control points
3. Perform scheduled preventative maintenance on equipment.
4. Submit a written report outlining services and observations during the routine service visit.

### **MONITORING SERVICE**

Each control point shall be monitored by the vendor for compliance with the established odor control goal criteria a minimum of one time per monthly.

Analytical methods shall include the following:

Parameter	Procedure
<b>Liquid Phase Monitoring</b>	
Total Sulfide	Std. Methods 4500-S2- D. Methylene Blue
Dissolved Sulfide	Std. Methods 4500-S2- using pre-flocculation to remove insoluble sulfides
pH	Combination glass electrode
Temperature	NIST calibrated thermometer
<b>Vapor Phase Monitoring</b>	
H <sub>2</sub> S, ppm	App-Tek Vaporlink (monitor / datalogger) / App-Tek OdaLog

## **COUNTY SERVICES**

The County shall be responsible for providing all utility services for the odor control equipment provided by vendor. This includes, but is not limited to, electrical, water and sewer services. The County shall be responsible to make any necessary changes to the installation or control points such as forcemain taps, wet well penetrations, concrete pads, fencing, etc. The County shall also be responsible for site security and maintenance of fencing and obtaining right of way for delivery truck access.

## **COLLECTION SYSTEM CHANGES**

The County reserves the right to make changes in the collection system at injection and control locations to optimize collection system performance and/or cost efficiency. Any such changes to the collection system causing a noncompliant control condition will not be considered the fault of the vendor. In such a case, the vendor will evaluate changes to the collection system and recommend an alternate odor control goal or an adjustment to the fixed price to accommodate these changes as appropriate.

## **SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA**

In an effort to maintain manageable file sizes. Proposers should not include unnecessary pictures, drawings, or graphs. The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation. Interested firms shall include the following information in their submittal responses to this solicitation. The following format and sequence should be followed in order to provide consistency in the firm's responses and to ensure each proposal receives full consideration. Use 8 ½ x 11-sheet pages only with tabs or section dividers/indicators to separate sections as defined below. More than one section is permitted on one page unless otherwise indicated below. Undesignated information shall be inserted at the rear of each package. Place page numbers at the bottom of every page, excluding dividers. Dividers should be included as part of digital copy to maintain organization and consistency. Submittal package may not exceed **10 pages** printed single-sided, **excluding required forms found herein and dividers**. **PLEASE INCLUDE PAGE TABS/SECTION DIVIDERS AND DIGITAL FORM** so that those evaluating your submittal can compare each section with others that are submitted. If any of the information provided by the Proposer is found to be, in the sole opinion of the Evaluation Committee and/or Procurement Management Director, substantially unreliable their proposal may be rejected.

## **EVALUATION CRITERIA:**

The firm offering the best interview, in the opinion of the County, will be awarded a contract. Only the top three firms achieving the most points will be invited to participate in an interview after submission of responses. All submittals must be no more than 10 pages total for the criteria responses.



**TAB 1: Introduction**

- Project RFP Number & Name
- Firm's Name & Address
- Firm's Contact Person & Information (phone, fax and email address)

**TAB 2: Description of Firm**

- How many years has proposer been in business under present name?
- Under what other former names has your organization operated?
- Proposed responsible office location.
- How many full-time employees are assigned to responsible office?
- Will work be shared amongst employees working out of different locations? If so, please provide the allocation of personnel and related work they are to perform.

**TAB 3: Overall Firm Experience**

- In a concise statement, describe your firm's experience, expertise and ability to perform the proposed required tasks maintaining project schedule and costs.
  1. Proposers must provide the following details to demonstrate past relevant experience and performance:
  2. Name of the client.
  3. Specific details about the services provided, including location.
  4. Value of the contract.
  5. Duration of the contract, including inception and completion dates.
  6. Specify the name, title, telephone, and email for the client's contract manager for the specified experience.
- Names of proposer's staff and their direct involvement in the services; and names of proposer's subcontractors and their role in the services.
- Governmental agency, if any, which verified compliance with its requirements or standards, and the names and telephone numbers of the key persons with direct knowledge of the compliance.
- Provide any other governmental or municipality experience if not previously specified.

**TAB 4: Company Resources: Key Personnel & Experience**

- Provide similar project experience and qualifications for the Project Management Personnel to be assigned to this project. The project manager should have at least 10 years of Odor Control and Corrosion Service experience.

- For each identified person, provide a personal resume, which includes qualifications, training and experience. Resumes shall also include the following information:
  - a. Full name and title
  - b. Professional credentials
  - c. Individual's intended roles and duties in providing services pursuant to this Request for Proposal
  - d. Office address and web address
  - e. Email address and telephone number
- Do not include personnel that will not have a key role in providing services. Describe each person's respective area of expertise.  
*\*Resumes are not included within page restrictions, but should be limited to one (1) page per person.*

**TAB 5: Project Approach**

- Describe the latest processes that your company is using, that are technically proven and the most cost effective means possible, for odor control.
- Describe the latest processes that your company is using, that are technically proven and the most cost effective means possible, for corrosion control.
- Provide your company's project approach and specific service/maintenance plan. Provide a narrative of the project approach and how this approach meets Lee County objectives. Include an explanation of your company's technical ability to perform all facets of the scope of services. If more than one proposer is jointly filing a proposal, details must be provided to clearly demonstrate individual roles and responsibility for all components of the project.
- Provide sample reports of odor and corrosion control analyses performed by your company.
- Provide a list of products proposed to be used to reduce hydrogen sulfide (H<sub>2</sub>S) along with chemical reaction formulas for each product.
- Provide a detailed description of your company's safety plan to control the environment of the work site during onsite operations.
- Pricing will be taken into consideration during the evaluation process.

**TAB 6: References**

- Provide a maximum of three (3) references with contract details where your firm has provided similar *odor control and corrosion services* associated with above experience request. All references must be with government entities.
  - Reference information provided for each contract should include:
    - Contract name.
    - Name of owner/client.

- Owner/client contact name, phone number, and email address (ensure contact information is accurate and that contact has knowledge of the project).
- List Key Personnel and their roles involved in the contract. Identify those Key Personnel who are also listed in tab 4.
- Length of contract term, including start date and finish date.
- Summary of work performed, a short description of services performed.

**TAB 7: Required Forms**

- Forms, licenses, certifications, www.Sunbiz.org print-out, etc. (Requested information and required form(s) not part of page count.)

**TAB 8: Additional Information**

- All other information that is undesignated shall be included in Tab 8.

**PROJECT CRITERIA**

**The following criteria are listed in random order, not in order of importance.**

Following the initial evaluation process, the highest-ranking Proposer may be required to complete an additional questionnaire regarding more specific processes and capabilities. In addition, Proposer may be required to provide an on-site interview and/or system demonstration as it relates to requested and/or proposed services.

<b>CRITERIA</b>	<b>CRITERIA DESCRIPTION</b>	<b>MAX. POINTS AVAILABLE (CCNA)</b>
1	Overall Firm Experience (Tabs 1, 2, 3)	20
2	Key Personnel & Experience (Tab 4)	20
3	Project Approach (Tab 5)	30
4	Safety and Sustainability	15
5	References (Tab 6)	15
<b>TOTAL POINTS</b>		<b>100</b>
<p><b>*Additional details and documents found within submittal package, although not located within tabs as listed above, may be reviewed and considered by evaluation committee when scoring proposers.</b></p>		

## RFP SUBMISSION SCHEDULE

<b>Submission Description</b>	<b>Date(s)</b>	<b>Time</b>
Advertise Request for Proposal (RFP)	Friday, October 6, 2017	N/A
Pre-Proposal Meeting	Thursday, October 19, 2017	10:00 AM *
Proposal Question Deadline	8 Calendar days prior to submission deadline	Prior to 5:00 PM
Submission Deadline	Tuesday, November 7, 2017	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	
<p><b>Additional notes on Submission Schedule:</b></p> <p><b>*Meeting Locations:</b> Type in notes for the submission schedule above. (Such as a location address example: *1500 Monroe Street, Fort Myers FL 33901)</p> <p><b>NOTE:</b> Proposed short-list and final selection meeting dates are posted on the Procurement Management web page at <a href="http://www.leegov.com/procurement">www.leegov.com/procurement</a> (Projects, Award Pending).</p>		

## 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.

#### Form #    Title/Description

#### *1*        *Solicitation Response Form*

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*        *Proposal Form*

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

#### *1b*        *Business Relationship Disclosure Requirement (if Applicable)*

Sections 112.313(3) and 112.313(7), FL §, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. 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 FL § #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*        *Affidavit Certification Immigration Laws*

Form is acknowledgement that the proposer is in compliance in regard to Immigration Laws.

#### *3*        *Reference Survey*

Provide this form to a minimum of three references. This form will be turned in with the 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 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, 4<sup>th</sup> 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 PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM

Date Submitted: \_\_\_\_\_ Deadline Date: 11/7/2017

SOLICITATION IDENTIFICATION: RFP170384ANB

SOLICITATION NAME: Annual Odor Control & Corrosion Services

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

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

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

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

[ ] SAME AS PHYSICAL

ADDRESS MUST MATCH SUNBIZ.ORG

E-MAIL ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

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

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

No. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_
No. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_

Tax Payer Identification Number: \_\_\_\_\_

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

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

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

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

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

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

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

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

Business Relationship Applicable (request form)

Business Relationship NOT Applicable

**4** Disadvantaged Business Enterprise (DBE) proposer? If yes, please attach a current certificate.  Yes  No

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

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



(Affix Corporate Seal, if applicable)

\_\_\_\_\_  
Authorized Representative Name (printed or typed)

\_\_\_\_\_  
Authorized Representative's Title (printed or typed)

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

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Witness/Secretary Signature

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

**Detail by Entity Name**  
**Florida Profit Corporation**  
Bill's Widget Corporation

**Filing Information**  
Document Number 855555  
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** Verify either Principal or Mailing address is on Form 1  
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  
The corporate authorized representative executing the documents must be authorized by member shown in this section of the sunbiz.org printout)

Title V  
President, Second  
555 AVENUE  
Anytown, USA99999

Sample Only



Lee County Procurement Management  
**PROPOSAL FORM**

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

**Solicitation #** RFP170384ANB **Solicitation Name** Annual Odor Control & Corrosion Services

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.

**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 three-year (3) 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.

**CHEMICAL/BIOLOGICAL PRODUCTS**

<i>Item #</i>	<i>Description</i>	<i>Unit of Measure</i>	<i>Unit Cost</i>
1	Bioxide	Gallon	
2	Bioxide Plus 71	Gallon	
3	Bioxide AE	Gallon	
4	Odophos	Gallon	
5	Odophos Plus	Gallon	
6	Ferric Sulfate (9%)	Gallon	
7	PRI-SC Odophos	Gallon	
8	PRI-SC Odophos Plus	Gallon	
9	PRI-SC Ferric Sulfate (9%)	Gallon	
10	50% Hydrogen Peroxide	Pound	
11	PRI-SC Peroxide	Pound	
12	VX-456 (Bulk Tanker)	Pound	
13	VX-456 (Tote)	Pound	
14	Aktivox (Bulk Tanker)	Pound	
15	Aktivox (Tote)	Pound	
16	Textone L	Pound	
17	Endimal 1500	Pound	
18	AQuit	Pound	
19	Alk AQuit 25	Gallon	
20	AE Plus 25	Gallon	
21	Sodium Hydroxide 25%	Gallon	
22	Sodium Hydroxide 50%	Gallon	
23	Sodium Hypochlorite	Gallon	
24			
25			
26			
27			

\*All product prices within this section include delivery, application equipment, ongoing maintenance, technical evaluation/support service, and technology licenses.

\* Lines 24-27 are to list additional chemicals used by proposer.

**EQUIPMENT**

The following table represents monthly cost for new installations installed in Lee County. The vendor will work with Lee County on providing the most cost-effective solutions for odor and corrosion Issues. The County will be charged the following rates based on airflow and H2S levels on sites with relatively stable hydrogen sulfide loading and typically low organic loads. This table represents primary vapor phase technology choices.

**Primary Vapor-Phase Technologies Monthly Costs**

TABLE 2

ITEM	DESIGN AIR FLOW (cfm)	AVERAGE DESIGN H <sub>2</sub> S CONCENTRATION (ppmv)			
		A. <10	B. 10-150	C. 150-300	D. 300-500
1	Natural Draft				
2	0-140				
3	0-280				
4	0-600				
5	0-850				
6	0-1150				
7	0-1500				
8	0-2000				
9	0-3000				
10	0-4000				
11	0-5000				
12	0-8000				
13	0-12000				
14	0-15000				
15	0-18000				

Notes:

1. A mobilization fee of 2 times the monthly rental fee shall apply for all units. A de-mobilization fee of 2 times the monthly rental fee shall apply for all units removed prior to 36 months.
2. If a chemical scrubber is required, all applicable sodium hydroxide and bleach shall be charged in addition to the above.

**PROFESSIONAL SERVICES & OTHER PRODUCTS.**

The following services are offered in conjunction with odor control projects that do not include provision of technologies or services from the vendor that are found elsewhere in this contract:

Fully Automated Odor Control Products

<b><u>Product Description</u></b>	<b><u>Proposed</u></b>
-----------------------------------	------------------------

1. H2S Monitor	\$ _____/mo.
----------------	--------------

2. Advanced Dosing Controller & Monitor	\$ _____/mo.
---	--------------

*Monthly fee includes Internet access to data. The County shall be responsible for any necessary site improvements, utilities, and security required for the application of the products and services listed herein.*

**Professional Services: Service**

<b><u>Description</u></b>	<b><u>Fee</u></b>
1. Engineer or Chemist	\$ _____ .00/hr.
2. Technician	\$ _____ .00/hr.
3. Professional Engineer (P.E.)	\$ _____ .00/hr.



**AFFIDAVIT CERTIFICATION IMMIGRATION LAWS**

SOLICITATION NO.: RFP170384ANB SOLICITATION NAME: Annual Odor Control & Corrosion Services

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

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

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

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

\_\_\_\_\_  
Signature Title Date

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.**





Lee County Procurement Management

**REFERENCE SURVEY**

Solicitation # RFP170384ANB

**Annual Odor Control & Corrosion Services**

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

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

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

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

**Section 4**

Reference Name (Print) \_\_\_\_\_

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

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

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

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

Page Number: \_\_\_\_\_ Of \_\_\_\_\_ Total pages

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

Proposals may be declared "non-responsive" due to omissions of "Negligence or Breach of Contract" on this disclosure form. Additionally, proposals may be declared "not responsible" due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the proposer to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.



# LEE COUNTY

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

## 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. Number of available employees for this contract \_\_\_\_\_

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

*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: \_\_\_\_\_ (SEAL)  
(Principal)

\_\_\_\_\_  
(By) Printed Name

Witness as to Surety: \_\_\_\_\_ (SEAL)  
(Surety's Name)

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

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

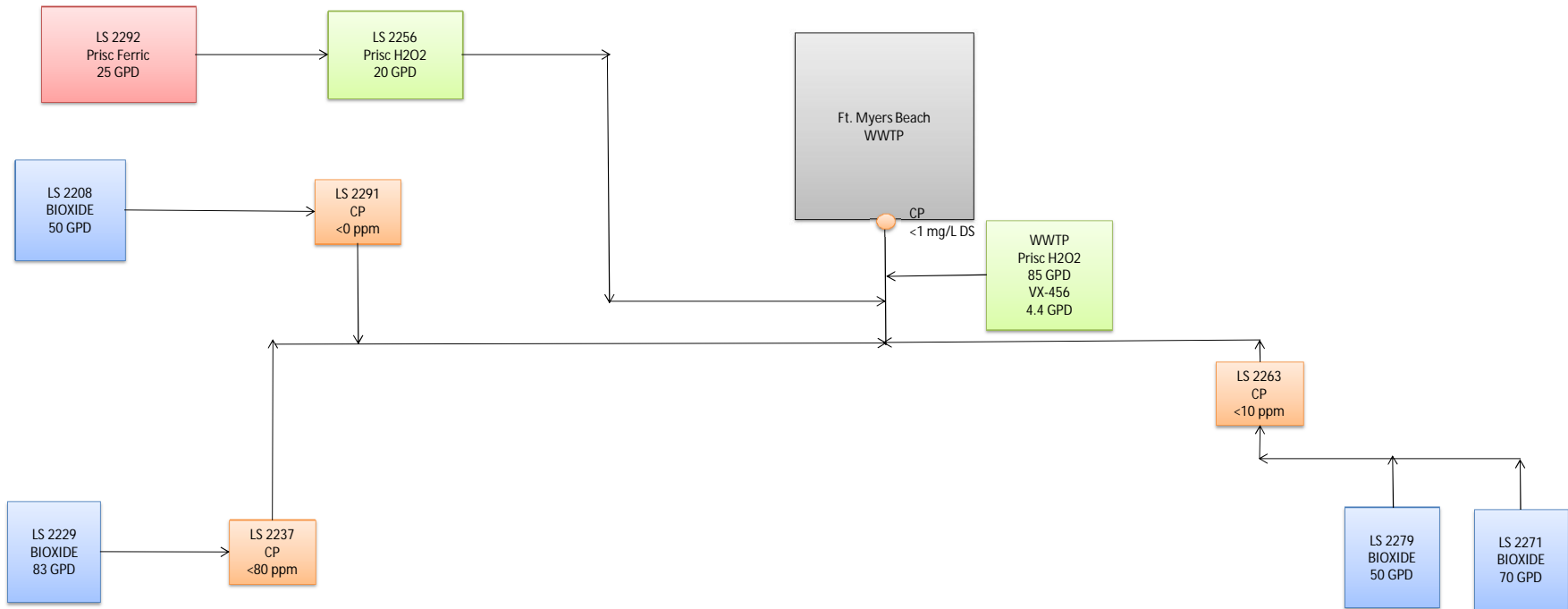
**Cut along the outer border and affix this label to your sealed solicitation envelope to identify it as a “Sealed Submission/Proposal”.**

<b>PROPOSAL DOCUMENTS • DO NOT OPEN</b>	
SOLICITATION No.:	RFP170384ANB
SOLICITATION TITLE:	<b>Annual Odor Control &amp; Corrosion Services</b>
DATE DUE:	<b>Tuesday, November 7, 2017</b>
TIME DUE:	<b>Prior to: 2:30 PM</b>
SUBMITTED BY:	_____ (Name of Company)
e-mail address	Telephone
<b>DELIVER TO:</b>	Lee County Procurement Management 1500 Monroe 4 <sup>th</sup> 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, 4<sup>th</sup> Floor  
Fort Myers, FL 33901  
(239) 533-8881  
[www.leegov.com/procurement](http://www.leegov.com/procurement)

**PLEASE PRINT CLEARLY**



**Customer:**  
**Region:**

**Lee County**  
**Central Fort Myers**

