



Advertise Date: Friday, February 21, 2020

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

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

Solicitation No.: **RFP200104DWJ**

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Solicitation Name: **Countywide Fire Damper Inspections & Repair Services - Annual**

Open Date/Time: **Friday, March 27, 2020** Time: **2:30 PM**

Location: **Lee County Procurement Management  
2115 Second Street, 1st Floor  
Fort Myers, FL 33901**

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Procurement Contact: **David Jones** Title **Procurement Analyst**

Phone: **(239) 533-8864** Email: **DJones2 @leegov.com**

Requesting Dept. **Facilities Construction & Management**

**Pre-Solicitation Meeting:**

Type: **NON-Mandatory**

Date/Time: **3/5/2020 10:00 AM**

Location: **Procurement: Public Works Building, 1500 Monroe St 4th Floor, Fort Myers, FL 33901**

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**



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

**REQUEST FOR PROPOSAL (RFP)**

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

**RFP200104DWJ, Countywide Fire Damper Inspections & Repair Services - Annual**

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 Friday, March 27, 2020**

to the office of the **Procurement Management Director, 2115 Second Street, 1st 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 Thursday, March 05, 2020 1500 Monroe Street, 4<sup>th</sup> Floor Room 4D, 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.

**David Jones [DJones2@LeeGov.com](mailto:DJones2@LeeGov.com)**

Sincerely,

Lindsay Cepero, CPPB  
Procurement Manager

\*[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 Ordinance 18-22
  - 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 Ordinance 18-22
  - 3.1.2. Pursuant to FL § Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed bids or proposals received by the County. Pursuant to this, solicitation are exempt from public records request (s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution) until such time as the agency provides notice of a decision or intended decision (pursuant to s. 119.071(2)) or within 30 days after bid or proposal opening, whichever is earlier.
  - 3.1.3. Florida Statute 218 Public Bid Disclosure Act.

- 3.1.4. Florida Statute 337.168 Confidentiality of official estimates, identities of potential bidders, and bid analysis and monitoring.
  - 3.1.5. FL § Section 607.1501(1) states: A foreign corporation may not transact business in the State of Florida until it obtains a certificate of authority from the Department of State.
  - 3.2. **Local Business Tax:** If applicable, provide with proposal.
  - 3.3. **License(s):** 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. Additional sources may be utilized to determine credit worthiness and ability to perform.
    - 6.1.2. Any Proposer or sub-Proposer that will have access to County facilities or property may be required to be screened to a level that may include, but is not limited to fingerprints, statewide criminal. There may be fees associated with these procedures. These costs are the responsibility of the Proposer or sub-Proposer.
    - 6.1.3. Proposers are responsible for ensuring that any required background screening are conducted in accordance with Chapter 435. Proposers shall be aware, understand, and ensure compliance with the statutory requirements regarding background checks. FL Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Proposer who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law. Such requirements shall flow down to sub-contractors/consultants of the prime Proposer and prime Proposer shall ensure compliance with Chapter 435 of such parties.

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

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

## 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.lee.gov/procurement](http://www.lee.gov/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.

## 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. SUB-PROPOSER/CONSULTANT

- 20.1. The use of sub-proposer/consultant under this solicitation is not allowed without prior written authorization from the County representative.

## 21. RFP - PROJECT GUIDELINES

- 21.1. 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:
  - 21.1.1. No amount of work is guaranteed upon the execution of an agreement/contract.
  - 21.1.2. Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the agreement/contract period.
  - 21.1.3. 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.
  - 21.1.4. 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.
  - 21.1.5. Lee County reserves the right to add or delete, at any time, and or all tasks or services associated with this agreement.
  - 21.1.6. 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.

## 22. RFP – EVALUATION

- 22.1. **Ranking Method:** Lee County uses the Dense Ranking (1223” ranking). In Dense Ranking, items that compare equal, receive the same ranking number, and the next item(s) receive the immediately following ranking number. Equivalently, each item’s ranking number is 1 plus the number of items ranked above it that are distinct with respect to the ranking order. This ranking method is used for each individual committee member’s scores. Thus if A ranks ahead of B and C (which compare equal) which are both ranked ahead of D, then A is ranked number 1 (“first”), B is ranked number 2 (“joint second”), C is also ranked number 2 (“joint second”) and D is ranked number 3 (“third”).
- 22.2. **Evaluation Meeting(s):**
  - 22.2.1. The first evaluation will rank Proposers based on the scores from the selection criteria point values.



- 22.2.2. Following the initial evaluation process, the short-listed proposer(s) may be required to provide an on-site interview/presentation.
- 22.2.3. Such subsequent evaluations are to be accomplished by simply ranking the Proposers based off the details provided through the on-site interview/presentation. Proposers will be ranked in sequential order with one (1) being the highest ranking. Proposers' rankings will then be totaled with the total lowest scores receiving final rank order starting with one (1) that shall indicate the highest technically evaluated and most qualified Proposer by the evaluation committee.
- 22.2.4. Proposed short-list and final selection meeting dates are posted on the Procurement Management web page: [www.lee.gov/procurement](http://www.lee.gov/procurement) (Projects, Award Pending.)

### 23. RFP – SELECTION PROCEDURE

- 23.1. 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.
- 23.2. The recommendation to award, negotiated rates and agreement/contract(s) will be submitted to the Board of County Commissioners for approval.
- 23.3. 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.
- 23.4. The Procurement Management Director reserves the right to exercise their discretion to:
  - 23.4.1. Make award(s) to one or multiple proposers.
  - 23.4.2. Waive minor informalities in any response;
  - 23.4.3. Reject any and all proposals with or without cause;
  - 23.4.4. Accept the response that in its judgment will be in the best interest of Lee County

### 24. RFP – TIEBREAKER

- 24.1. In the event of a tie, two or more proposers that have the same ranking, the following steps will be taken to determine the highest ranked proposer. This method shall be used for all (RFP) ties.
  - 24.1.1. Step 1: The proposer that has the highest number of 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>, etc. rank, will be counted until the tie is broken.
  - 24.1.2. Step 2: At the conclusion of step 1, if all is equal, the proposer having a drug-free work place program, shall be deemed the first ranked proposer.
  - 24.1.3. Step 3: In the event the tie exists then the highest ranked proposer from the first evaluation committee meeting, in which point values were applied, will win the award. One being the highest.
  - 24.1.4. 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.
- 24.2. When the tiebreaker is determined the highest ranked proposer shall be awarded the contract or receive the first opportunity to negotiate, as applicable.
- 24.3. If an award or negotiation is unsuccessful with the highest ranked proposer, award or negotiations may commence with the next highest ranked proposer.

### 25. RFP – EVALUATION/ SELECTION COMMITTEE

- 25.1. 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.
- 25.2. 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.

### 26. WITHDRAWAL OF PROPOSAL

- 26.1. 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.
- 26.2. A proposer may withdraw a proposal any time prior to the opening of the solicitation.
- 26.3. 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:
  - 26.3.1. The proposer acted in good faith in submitting the proposal,
  - 26.3.2. 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,
  - 26.3.3. The mistake was not the result of gross negligence or willful inattention by the proposer; and
  - 26.3.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally awarded the contract/agreement.

## 27. PROTEST RIGHTS

- 27.1. Any Bidder that has submitted a formal Response to Lee County, and who is adversely affected by an intended decision with respect to the Award, has the right to protest an intended decision posted by the County as part of the Solicitation process.
- 27.2. Notice of Intended Decision is posted on the Lee County Department of Procurement Management website ([www.leegov.com/procurement](http://www.leegov.com/procurement)). Bidders are solely responsible to check for information regarding the Solicitation.
- 27.3. Refer to the “Procurement Protest” section of the Lee County Procurement Ordinance 18-22 for a complete description of the protest process and associated requirements. The ordinance is posted on the Lee County website or may be obtained by contacting the Procurement Management Director.
- 27.4. In order to preserve the right to protest, a written **“Notice Of Intent To File A Protest” must be filed with the Lee County Procurement Management Director within seventy-two (72) hours of Posting of the Notice of Intended Decision.**
  - 27.4.1. The notice shall clearly indicate all grounds being claimed for the protest.
  - 27.4.2. The notice must be physically received by the Procurement Management Director within the required time frame described above. No additional time will be granted for mailing.
- 27.5. Following receipt of the Notice of Intent to File a Protest, a **“Protest Bond”** and **“Formal Written Protest”** must be filed **within ten (10) business days** of Posting of the Notice of Intended Decision.
- 27.6. **Failure to follow the protest procedures requirement within the time frames as prescribed herein and in the Lee County Procurement Ordinance 18-22 shall constitute a waiver of the right to protest and shall bar any resulting claims.**

## 28. AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES

- 28.1. 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.

## 29. CONTRACT ADMINISTRATION

- 29.1. **Designated Contact:**
  - 29.1.1. 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.
  - 29.1.2. 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.

- 29.2. **RFP – Term:** (unless otherwise stated in the Scope of Work or Detailed Specifications)
- 29.2.1. 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 written agreement of both parties.**
- 29.2.2. The County reserves the right to renew this contract, or any portion thereof, and to negotiate pricing as a condition for each.
- 29.2.3. The County’s performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.
- 29.3. **RFP – Basis of Award:**
- 29.3.1. Award will be made to the most responsible and responsive proposer based on the evaluation criteria.
- 29.4. **Agreement/Contract:**
- 29.4.1. 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>.
- 29.5. **Records:**
- 29.5.1. 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.
- 29.5.2. 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:
- 29.5.2.1. Keep and maintain public records required by the County to perform the service.
- 29.5.2.2. 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.
- 29.5.2.3. 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.
- 29.5.2.4. 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.
- 29.5.3. 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>.**
- 29.5.4. 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.

#### 29.6. **Termination:**

- 29.6.1. 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.
- 29.6.2. The Procurement Management Director may immediately terminate any agreement as a result of this solicitation for emergency purposes, as defined by the Lee County Procurement Ordinance 18-22.
- 29.6.3. 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.
- 29.6.4. The County reserves the right to terminate award or contract following any of the below for goods or services over \$1,000,000:
  - 29.6.4.1. Contractor is found to have submitted a false certification as provided under FL § 287.135 (5);
  - 29.6.4.2. 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;
  - 29.6.4.3. Contractor has engaged in business operations in Cuba or Syria;
  - 29.6.4.4. Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel – beginning October 1, 2016.

#### 30. WAIVER OF CLAIMS

- 30.1. 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.

#### 31. LEE COUNTY PAYMENT PROCEDURES

- 31.1. All vendors are requested to mail an original invoice to:  
**Lee County Finance Department**  
**Post Office Box 2238**  
**Fort Myers, FL 33902-2238**
- 31.2. All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specification portion of this project.
- 31.3. 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.
- 31.4. 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.

#### 32. MATERIAL SAFETY DATA SHEETS (MSDS/SDS) (if applicable)

- 32.1. 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.

#### 33. DEBRIS DISPOSAL (if applicable)

- 33.1. 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.

#### 34. SHIPPING (if applicable)

- 34.1. 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.
- 34.2. 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.

35. INSURANCE (AS APPLICABLE)

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

End of Terms and Conditions Section



## 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.

End of Insurance Guide section

## SPECIAL CONDITIONS

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

### 1. **PROJECT TERM**

1.1. The Vendor 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 two-year (2) period. There may be an option to extend this contract upon the mutual agreement of both the County and the Vendor for three (3), additional one (1) year periods.

### 2. **BOND/SURETY**

2.1. Bonding/Surety is required in accordance with the Lee County Procurement Ordinance 18-22.

2.1.1. A Bid Bond is not required for this solicitation package.

2.2. **Payment and Performance Bond:** In accordance with F.S. 255.05 and Lee County Ordinance 18-22, a Public Payment and Performance Bond is to be issued in a sum equal to one-hundred (100%) percent of the total awarded contract amount by a surety company considered satisfactory by Lee County and otherwise authorized to transact business in the State of Florida shall be required from the successful bidder/vendor. This shall ensure the faithful performance of the obligations imposed by the resulting contract and protect the County from lawsuits for non-payment of debts incurred during the successful bidder/vendor performance under such Contract.

2.2.1. A public Payment and Performance bond must be properly executed, by the Surety Company and Vendor, and recorded with the Lee County Clerk of Court, prior to release of any Purchase Order that meets the requirements of a project needing a Performance & Payment Bond. At the time of solicitation issuance, any singular project that exceeds \$200,000 shall require a Performance & Payment Bond in accordance with the regulations stated herein. Such threshold may change as Florida Statute, Lee County Ordinance, and/or Lee County Policy changes.

2.2.2. A **Clean Irrevocable Letter of Credit or Cash Bond** may be accepted by the County in lieu of the Public Payment and Performance Bond.

2.2.3. Only Lee County form(s) may be accepted. Forms are available at <https://www.leegov.com/procurement/forms>.

2.2.4. **Personal Checks are not acceptable to Lee County as a Bid or Bond Security.**

2.3. **Surety:** In order to be acceptable to the County, a Surety Company issuing Evidence of Bondability, Bid Guaranty Bonds or 100% Public Payment and Performance Bonds or Letters of Credit called for herein shall meet and comply with the minimum standards set forth in as part of the Contract Documents.

2.3.1.1. The surety company shall be authorized to do business and in good standing with the Florida Department of State. All such bonds shall be issued or countersigned by a local producing agent who is a Florida resident with satisfactory evidence of its authority to execute the bond being submitted.

### 3. **MASTER AGREEMENT NOTICE:**

3.1. This is a "Master" agreement, which is not for any specific project. Work to be performed under this agreement will be authorized, scheduled, funded, and accounted for by the issuance of Purchase Order, by the County.

- 3.2. A Purchase Order shall be issued by the County before commencement of any Work related to this Agreement. Vendor acknowledges and agrees that no minimum order or amount of Work is guaranteed under this Agreement and no minimum charge shall be applied to any work given to Vendor by County.
- 3.3. It is the intent of the County to bundle facilities with smaller damper counts together to avoid Purchase Orders nominal in nature, however such bundling is not guaranteed.
- 4. SERVICES TERM/COMPLETION TIMEFRAME**
- 4.1. Number of calendar days to complete the Purchase Order, if omitted from the Purchase Order details, shall default to commence on the date of the approved Purchase Order and not exceed thirty (30) calendar days to final completion.
- 4.2. Any Purchase Order over \$200,000.00 and in accordance with the Procurement Ordinance shall require the Vendor to provide a payment and performance bond prior to issuance of any Notice to Proceed or finalization/release of Purchase Order.
- 4.3. The County reserves the right to provide additional project clarification details with the issuance of and within or attached to each Purchase Order. Such items shall be minor in nature such as providing for location, working hours, number of units, etc.
- 5. INVOICING**
- 5.1. Any materials or use of equipment not captured in the Bid/Proposal Form / Fee Schedule of Vendor shall be identified individually on the invoice as separate line item.
- 6. PERMITS**
- 6.1. Pursuant to the requirements of Florida Statute 218.80, this is a disclosure of County permits and fees to be paid by the Vendor to complete work under this Agreement. This section and associated clauses does not relieve the Vendor of its responsibility to obtain and pay for permits required by other governmental entities as specified elsewhere in this document.
- 6.1.1.\*Permits as required shall be responsibility of Vendor unless otherwise stated herein. County permit and associated fees are available at <http://www.leegov.com/permits>\***
- 6.2. Unless otherwise specified herein, the Vendor shall secure and pay for all permits, impact fees, and licenses and shall pay for all governmental charges and inspection fees necessary for the prosecution of the work. County permits and fees are required to be obtained and paid for by the Vendor.
- 6.3. The Vendor shall also pay all public utility charges and connection fees, except as provided for in the Contract Documents.
- 6.4. Permits and licenses of regulatory agencies, which are necessary to be maintained after completion of the guarantee period, shall be secured and paid for by the County.
- 6.5. Permits obtained by the Vendor will be reimbursed at cost, no mark-up.

End of Special Conditions

## DETAILED SPECIFICATIONS

### 1. **GENERAL SCOPE**

- 1.1. Lee County Board of County Commissioners seeks to contract with a qualified Vendor to provide Fire Damper Inspection Services and Repairs to all Lee County facilities that have a damper system in full accordance with the National Fire Protection Association (NFPA) Requirements for Damper Inspection, Testing and Maintenance, as may be updated from time to time.
- 1.2. It is the County's intention to have all fire and smoke dampers tested and inspected at least once every four years. Some of the County's fire dampers have a spot-type smoke detector or duct detector that activates the smoke dampers, and the County desires to have these inspected annually. The County's facilities are on a rotating inspection schedule, and the facilities requiring inspection services each year will vary. No amount of inspections are guaranteed.
- 1.3. The County's facilities with fire and/or smoke dampers, and the expected dates for inspection, are included as Attachment A: County Facilities with Fire and/or Smoke Dampers.

### 2. **DETAILED SPECIFICATIONS FOR DAMPER TESTING, INSPECTION, AND MAINTENANCE**

- 2.1. In conducting all work under the Agreement, the Vendor shall adhere to requirements outlined by NFPA, local and State Building Codes, and any authority having jurisdiction requirements for testing, inspection and maintenance, which include, but are not limited to, the following:
- 2.2. Perform a detailed survey of the entire facility to ensure all fire dampers and smoke dampers are located. Each damper shall be assigned a unique identifying number during the inspection. A sticker or identifying mark shall be placed on or near the damper with this number during inspection. A label shall be placed on the ceiling directly below the location of the damper to identify each damper location when looking up at the ceiling. The location of each damper shall be placed on the County's drawings.
- 2.3. Operate all fire dampers and smoke dampers by removing and resetting the fusible link, where applicable, to verify full closure and proper operation.
- 2.4. Replace all fusible links that are compromised by either damage or paint. Fusible links shall be replaced with a link of the same size, temperature rating, and load rating.
- 2.5. Manually activate electric and pneumatic dampers to verify full closure and proper operation.
- 2.6. Lubricate all moving parts of fire dampers and smoke dampers.
- 2.7. Remove lint and dust that may impede proper operation of fire dampers and smoke dampers.
- 2.8. Adjust actuators as necessary to ensure proper operation of all fire dampers and smoke dampers.
- 2.9. Adjust and straighten tracks to ensure proper operation of all fire dampers and smoke dampers.
- 2.10. Replace springs as necessary to ensure proper operation of all fire dampers and smoke dampers.
- 2.11. Verify full, unobstructed access to all smoke and fire dampers. When access is obstructed, Vendor shall notify County immediately.
- 2.12. For any dampers found to be inaccessible: Vendor shall provide a list of such damper locations and recommended actions. Recommendations shall include a description of the work and a cost estimate.



2.13. Some dampers may be difficult to access and require shutdowns and additional safety measures. Vendor is responsible for providing all required construction barriers necessary. Vendor shall work with County authorized representative in coordinating shut downs as to not interfere with regular operations of each facility.

2.14. Testing of dynamic fire dampers and smoke dampers shall be done under normal airflow conditions to confirm no impediment to operation exists due to rust or damaged blades.

2.15. Testing static dampers requires the HVAC system to be turned off; Vendor shall schedule these tests with the County representative to ensure system can be shut off for inspection of dampers.

### **3. TESTING PARAMETERS FOR DAMPER TESTING, INSPECTION, AND MAINTENANCE**

3.1. The technician performing the test shall be wearing the appropriate personal protective equipment (PPE), and shall ensure that the appropriate parties have been notified that testing will occur. These parties could include the Facilities & Construction Management Supervisor, the fire alarm monitoring station or sub-contractor, the local Authority Having Jurisdiction, department directors, and building occupants that might be affected by the testing.

3.2. If a fusible link is present, the inspector shall remove it prior to beginning testing.

3.3. When dynamic dampers are present, testing in normal HVAC operation with air flow is the only way to prove its operation in the case of an actual event. Static dampers do not require airflow during operational testing. Successful operation during the test will verify there is no interference due to rust, track issues, or damaged blades.

### **4. INSPECTION TIME FOR DAMPER TESTING, INSPECTION, AND MAINTENANCE**

4.1. Vendor shall provide all inspections, tests, and repairs during normal operating hours of the County facility being inspected. The dates of inspection shall be scheduled with the County authorized representative as to not interrupt ongoing operations before inspection services can be performed.

### **5. NFPA INSPECTION, TESTING AND MAINTENANCE DOCUMENTATION:**

5.1. Vendor shall document all inspections, testing, and maintenance in accordance with NFPA guidelines, particularly Sections 80(19), and NFPA 105(19), and provide a report of these activities to the County within 30 business days after the work is complete (the "Inspection Report").

5.2. The Inspection Report shall include, at minimum:

- Date of inspection,
- Damper Location,
- Damper Number,
- Photographs of damper open, and closed,
- Whether damper passed or failed inspection,
  - If failure occurs due to reasons outside regular maintenance requirements outlined above (e.g., no access, new actuator needed, new damper needed), Vendor shall document reason for failure and required repairs necessary.
- Corrective actions taken, if any.
- Detailed necessary repair and associated cost estimate; if applicable.

5.3. Failure to provide the inspection report within the stated timeframe or provide for all the required information may result in cancellation of services or non-payment for services.

### **6. INSPECTION STAFF**

6.1. Individuals completing inspections for Vendor under this Agreement shall be direct employees of the Vendor and shall not be sub-contractor or employed via temporary labor agencies working on behalf of the Vendor.

- 6.2. The County reserves the right to request replacement of any inspector or staff member performing services for the Vendor that the County deems, in its sole discretion, to be unsatisfactory to the County's standards of work.
- 6.3. Should the Vendor require the use of a sub-contracted service to complete inspection services, all such sub-contract teams shall receive County approval prior to completing work. Such approval may only be provided by the County authorized representative and whenever feasible should be provided in writing. It shall be the sole responsibility of the Vendor to ensure that any sub-contracted services meet the requirements of this Agreement. The County reserves the right to request removal and replacement of any sub-contract firm or individual providing services on behalf of the Vendor that the County deem, at its sole discretion, to be unsatisfactory to the standards of the County.
7. **DETAILED SPECIFICATIONS FOR DAMPER REPAIR AND INSALLATION SERVICES**
- 7.1. The Inspection Report shall include a list of necessary repairs and a cost estimate. Repairs and associated costs should be line item pricing and match Vendor associated Fee Schedule (Bid/Proposal Form) for all related items. Any repairs not covered under Vendor Fee Schedule shall be itemized showing labor rates, materials, and any additional pricing required to provide for a complete project. Hourly rates for personnel on the Vendor's Fee Schedule may not exceed the contracted hourly rate. Upon County authorization, the Vendor shall proceed with making all such repairs. The Vendor shall coordinate the scheduling of the repairs with the County.
- 7.2. The Vendor may itemize on repair estimated and associated invoice materials, equipment, personnel, etc. that may not be found on Vendor's contracted Fee Schedule. Such items may only be listed when necessary to complete the required repairs and may only be utilized under this Agreement with the authorization of the County authorized representative. The County reserves the right to request supporting documentation for any itemized pricing such as material receipts and work orders.
- 7.3. Vendor may use sub-contracted services to complete repair and installation services requested under this Agreement. All sub-contract teams shall receive County approval prior to completing work. Such approval may be provided by the County authorized representative and whenever feasible should be provided in writing. It shall be the sole responsibility of the Vendor to ensure that any sub-contracted services meet the requirements of this Agreement. The County reserves the right to request removal and replacement of any sub-contract firm or individual providing services on behalf of the Vendor that the County deem, at its sole discretion, to be unsatisfactory to the standards of the County.
8. **ADDITONAL SERVICES**
- 8.1. The County reserves the right to request and award Additional Services related to the scope of work described herein that may not otherwise have a unit price inspection, repair, or installation fee. Such services shall be quoted to the County requesting department utilizing the fully loaded hourly rates provided as a part of this solicitation and associated Agreement. Materials, equipment, permitting or other fees required to complete such work shall be itemized for County review and approval.
- 8.1.1. The County reserves the right to request any backup documents necessary to support fees or pricing such as material invoice amounts or sub-contractor fees.

End of Scope of Work and Specifications Section

## SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

### 1. SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

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

#### **Introduction**

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

#### **TAB 1: Qualifications of Company**

- Provide a description of your Company; experience, and underlying philosophy in providing the services as described and requested herein. Description should include details such as: abilities, capacity, skill, strengths, number of years, etc....
- This Agreement requires the Vendor to be knowledgeable in OSHA safety regulations, NFPA regulations, County building codes, etc. Provide details within the Qualifications of your Company that clearly indicate your Firm's understanding and comprehension of the regulations that dictate the work to be performed under this Agreement.

#### **TAB 2: Company Relevant Experience & Reference**

- Provide details of a maximum of three (3) projects similar in scope and size to that being requested through this solicitation that your Company has completed recently. The County desires to see project examples and references that are similar to the work your Firm would encounter under this Agreement. Therefore, such project examples should include facilities with high security clearance required, municipal in nature, complex or tight locations of fire dampers, older facilities that require additional attention to detail when completing repairs, etc.
  - Details for each project example provided should include:
    - Project Name

- Project Address
  - Customer Name
  - Customer Contact Information
    - Point of contact Name, Phone, and Email
  - Brief description of work provided.
  - Initial costs of work
  - Final costs of work
  - Number of change orders
  - Total completion time (From Notice to Proceed to Final Invoice payment)
  - Provide inspection report associated with project if applicable or available (inspection report shall be excluded from page limit)
- Provide a statement of understanding that your Company recognizes the County reserves the right to evaluate the proposing Company on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) as part of their experience criteria.

### **TAB 3: Plan of Approach**

- Provide a detailed Plan of Approach that explains how your Company intends to comply with and meet the anticipated deliverables as detailed within this solicitation.
- As this solicitation is for no particular project, Plan of Approach shall describe how your Firm expects to approach a full project life cycle from request for inspection to quoting, scheduling, and performing any associated repairs. Ensure your Plan of Approach speaks to any average turnaround times your Firm strives to meet, how your Firm on-boards any sub-contracted teams, and how your Firm works to ensure the County receives quality work and is satisfied with the services received.
  - As many of the dampers to be inspected in County facilities are in high security areas or tight/enclosed areas, it is requested that your Firm clearly described your approach to such complex variables to a fire damper inspection and/or repair. Details should address how you maintain project schedules while ensuring all workers have proper access to facilities, how you maintain worker safety in enclosed and tight locations, and how you communicate such variables to any subcontractors to ensure the County receive the right price the first time and reduces any unnecessary delays or change orders.
- It is imperative that the County receive an inspection report that at minimum meets the details as stated within the specifications (See Article 5.2 above) and as soon as feasible following the inspection completed.
- Provide a sample (either blank or of a recent inspection/project completed) of the inspection report your Firm utilizes. Provide any description or details necessary to explain the inspection report submitted, the process for completion, and the expected turnaround time from inspection completed to submitted report the County can expect to see should your Firm have an Agreement under this solicitation.
    - Sample inspection report does not count towards page limit.

### **TAB 4: Personnel**

- Provide a detailed description and list of the Company's **direct employed inspection and/or repair staff** that will be assigned to the County contract. Identify the roles and responsibilities of the each staff member as they pertain/apply to the Project Approach and include details that demonstrate individual's knowledge and understanding of the types of services to be performed as well as previous experience in similar or related work.
- Provide resumes of proposed **direct employed inspection and/or repair staff and Project Manager** to be assigned to the Lee County contract.

*\*Resumes are not included within page restrictions, but should be limited to one (1) page per person. \**

- Firm must identify staff member that will serve as Project Director/Lead Project Manager that shall be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating and administering all aspects of the services to be provided and performed.
- Provide a list of any known sub-contractors your Firm intends to utilize to complete repair services that may be requested under this Agreement. Such sub-contractors shall also be listed on the form where indicated within this package.
- Provide a statement acknowledging your Company’s understanding that the lead Project Director/Project Manager assigned to the County contract, as described above, shall not be substituted without the expressed permission of Lee County.

**TAB 5: Price Scoring:**

- The Company/Vendor with the lowest **Base Bid Project Total** will be awarded the maximum score as listed in the scoring criteria section. All other proposals will be scored according to the following formula: (Lowest Price Proposal/ Proposer’s Price Proposal) x Maximum points.
  - Score Example: the maximum score available for price is 25. If the lowest proposed Price Proposal is \$150,000.00 that Proposer will receive the full 25 points. Another Proposer with a Price Proposal of \$160,000.00 will receive points calculated as follows:  $\$ 150,000.00 / \$160,000.00 = .9375 * 25 = 23.44$  points
- Vendor shall bid all line items of the proposal form/bid schedule which shall include all sections listed (Damper Inspection & Maintenance, Damper Repair & Installation, and Additional Services). Failure to bid all line items may result in Vendor being deemed Non-Responsive at the sole discretion of the County.
- Additional Services, as stated herein, shall be bid by Vendor and although not calculated as part of Price Scoring criteria shall be contracted services of the Vendor provided an Agreement as a result of this solicitation.

**TAB 6: Required Forms**

- Forms 1- 9

**2. SCORING CRITERIA & WEIGHT**

CRITERIA	CRITERIA DESCRIPTION	MAX. POINTS AVAILABLE
1	QUALIFICATIONS OF COMPANY (TAB 1)	30
2	COMPANY RELEVANT EXPERIENCE & REFERENCE (TAB 2)	30
3	PLAN OF APPROACH (TAB 3)	20
4	PERSONNEL (TAB 4)	10
5	PRICE SCORING (TAB 5)	10
<b>TOTAL POINTS</b>		<b>100</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.		



**3. RFP SUBMISSION SCHEDULE**

<b>Submission Description</b>	<b>Date(s)</b>	<b>Time</b>
Advertise Request for Proposal (RFP)	Friday, February 21, 2020	N/A
Pre-Proposal Meeting	Thursday, March 5, 2020	10:00 AM *
Proposal Question Deadline	8 Calendar days prior to submission deadline	Prior to 5:00 PM
Submission Deadline	Friday, March 27, 2020	Prior to 2:30 PM
First Committee Meeting Short list discussion	Friday, April 17, 2020	TBD
Notify Shortlist Selection via e-mail	TBD	N/A
Final Scoring/Selection Meeting	TBD	TBD
Commission Meeting	June 16, 2020	N/A
<p><b>Additional notes on Submission Schedule:</b></p> <ul style="list-style-type: none"> <li>• <i>Submission Schedule is provided as a guideline only and is subject to change at the discretion of Lee County authorized personnel.</i></li> <li>• <i>Changes in closing date or other parameters may occur and will be posted to the Lee County Procurement website. It shall be the responsibility of Contractor to verify all dates through County website.</i></li> </ul> <p><i>Unless otherwise stated, location of all openings and meetings will take place at 2115 Second Street, 1st Floor, Fort Myers, FL 33901 – 4<sup>th</sup> Floor Procurement Management.</i></p>		

End of Section

## FORMS DESCRIPTION & INSTRUCTIONS

### REQUEST FOR PROPOSAL (NON-CCNA)

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

**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
- \***      ***Business Relationship Disclosure Requirement (if Applicable)***  
 Sections 112.313(3) and 112.313(7), F.S., prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. If this **disclosure is applicable, the Bidder must request the form entitled “INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS”** (Required by § 112.313(12)(b), F.S.) to be completed and **returned with the Solicitation Response.** **It is the Bidder’s responsibility to request the form and disclose this relationship; failure to do so may result in being declared non-responsive.**  
 NOTICE: UNDER THE PROVISIONS OF § 112.317, F.S., A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR, AND MAY BE PUNISHED BY, ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.00.
- 2***      ***Affidavit Certification Immigration Laws***  
 Form is acknowledgement that the proposer is in compliance in regard to Immigration Laws.
- 3***      Provide this form to reference respondents. 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 in which the reference respondent is to provide a response.
  - 3. The reference respondent should complete **“Section 3.”**
  - 4. **Section 4:** The reference respondent to print and sign name
  - 5. **Three (3) Reference responses** are to be **returned with the proposal package.**
  - 6. Failure to obtain reference surveys may make your company non-responsive.

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

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

**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.

**\*** *Proposal Label* (Required)

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

*Include any licenses or certifications requested*

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

It is the 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: 3/27/2020

SOLICITATION IDENTIFICATION: RFP200104DWJ

SOLICITATION NAME: Countywide Fire Damper Inspections & Repair Services - Annual

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

#### Principal Address

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

Verify either Principal or Mailing address is on Form 1

#### Mailing Address

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

#### Registered Agent Name & Address

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

#### Officer/Director Detail

##### Name & Address

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

##### IMPORTANT:

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

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

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

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

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

v01/03/2018





Lee County Procurement Management  
**BID/PROPOSAL FORM**

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

**Solicitation**

**Solicitation #** RFP200104DWJ **Name** Countywide Fire Damper Inspections & Repair Services - Annual

**Note:**

The quantities listed in the excel document are for evaluation purposes only and are minimum order quantities. Vendors are hereby notified that the County reserves the right to order only such quantities as may be needed during the contract period. Final payment will be bases on actual quantities ordered.

In the event there is a discrepancy between a total amount and the unit price, the unit prices will prevail and the corrected total will be considered the price.

**This page serves as a header/placeholder only. Please refer to the Excel document provided with the solicitation for the complete Bid Schedule. The Excel document contains formulas for convenience, however it is the Contractor’s responsibility to verify all pricing and calculations are CORRECT. Lee County is not responsible for errors in formulas or calculations contained within Excel document(s).**

**REMINDER: In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.**

**The County will only accept bids submitted on bid forms provided by the County. Bids submitted on other forms, other than those provided by the County, will deem Bidder as non-responsive and ineligible for award.**

**Bidders may not adjust or modify data provided within the Bid Schedule. Bids received with modified data may deem the Bidder as non-responsive and ineligible for award.**

**PLEASE ENSURE you have provided a printed copy of the Bid Schedule with your hard copy submission packages and provided the excel version with your digital submission package.**

**PRICING**

**Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, materials, and any other incidental costs required to perform and complete all work as specified herein.**

Form 2 – Affidavit Certification of Immigration Laws



**AFFIDAVIT CERTIFICATION IMMIGRATION LAWS**

SOLICITATION NO.: RFP200104DWJ SOLICITATION NAME: Countywide Fire Damper Inspections & Repair Services - Annual

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**

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

**Project Name & Number:** \_\_\_\_\_

<b>Section 1</b> 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:</b> 1
<b>FAX #:</b> _____	<b>Phone #:</b> _____ <b>Fax #:</b> _____
<b>EMAIL:</b> _____	<b>Bidder/Proposer E-Mail:</b> _____

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

**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.**

<b>Section 3</b>	<b>Indicate: "Yes" or "No"</b>
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. <span style="font-size: small; display: block; text-align: right;">Rate from 1 to 10. (10 being highest)</span>	_____
7. If the opportunity were to present itself, would you rehire this company?	_____
8. Please provide any additional comments pertinent to this company and the work performed for you:  _____	

**Section 4** Please submit non-Lee County employees as references

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

\_\_\_\_\_  
Reference Signature



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

Please fill in the form below. Provide each incident in regard to alleged negligence or breach of contract that has occurred over the past 10 years. Please 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

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: \_\_\_\_\_

*Sealed Proposal Label*

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

<b>PROPOSAL DOCUMENTS • DO NOT OPEN</b>	
SOLICITATION No.:	<b>RFP200104DWJ</b>
SOLICITATION TITLE:	<b>Countywide Fire Damper Inspections &amp; Repair Services - Annual</b>
DATE DUE:	<b>Friday, March 27, 2020</b>
TIME DUE:	<b>Prior to: 2:30 PM</b>
SUBMITTED BY:	_____
	<small>(Name of Company)</small>
<small>e-mail address</small>	<small>Telephone</small>
<b>DELIVER TO:</b>	Lee County Procurement Management 2115 Second Street, 1st Floor Fort Myers FL 33901
<i>Note: proposals received after the time and date above will not be accepted.</i>	



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

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

**PLEASE PRINT CLEARLY**