



Tax Collector

Noelle Branning

**Lee County Tax Collector
Tax Collector Administrative Offices
2480 Thompson Street, 4th Floor
Ft. Myers, FL 33901**

REQUEST FOR PROPOSAL

**RFP NO. 2025-01
PREQUALIFICATION FOR GENERAL CONSTRUCTION, RENOVATIONS, AND
REPAIRS SERVICES**

PROPOSAL SUBMISSION DATE: Friday, February 28, 2025

PROPOSAL SUBMISSION TIME: 11:00 am

**ALL PROPOSALS MUST BE RECEIVED BY THE LEE COUNTY TAX COLLECTOR
PRIOR TO THE DATE AND TIME SPECIFIED ABOVE**

REQUEST FOR PROPOSAL
RFP NO. 2025-01
PREQUALIFICATION FOR GENERAL CONSTRUCTION, RENOVATIONS, AND
REPAIRS SERVICES

The Lee County Tax Collector's Office (LCTC) is seeking to pre-qualify local-area general contracting firm(s) to provide general construction, renovations, and repairs services. To submit for consideration the proposer is required to possess the State of Florida General Contractor License.

This is a formal request for pre-qualification, not an offer by the Lee County Tax Collector's Office (LCTC) to contract with any firm(s) responding to this solicitation. The Lee County Tax Collector's Office (LCTC) expects to select one or more firm(s) that best meet the need to supply general construction contractors, renovations, and repairs services. Additionally, this solicitation may be used for future unidentified projects for various agency departments.

I. PURPOSE:

The Tax Collector is interested in entering into "Agreements" with a minimum of 3 qualified General Construction Firm(s) to provide general construction, renovations, and repairs services, which include but are not limited to new construction and installations, existing building renovations and repairs, or emergency services calls for repairs on an as-needed basis.

The period for awarded firm(s) to remain on the pre-qualified general contractor's list will be for an initial period of one (1) year with the opportunity for two additional two-year renewals based on the review of services provided during the prior years and the agreement of both parties. The evaluation of each applicant's submittal will be based on its display of overall competence, compliance, format and organization as it relates to the defined criteria for this solicitation.

If mutually agreeable, LCTC reserves the right to consider extending the Agreement for two additional one-year periods, for a total agreement of 5 years as permitted by law. In the award of this bid renewal, LCTC will consider the amount of the price increase stated by the proposer as a factor and will compute accordingly. A price increase, if exercised, shall be fully justified by the proposer and proved by a test of the market and/or submission of documents.

Pursuant to this Request for Proposal ("RFP") package and in compliance with Florida Statutes Section 287.055, 2, and all other applicable Federal, State and local regulations, and the rules and regulations of all authorities having jurisdiction over any part of the services provided under this RFP, LCTC seeks to identify firms with substantial experience and capabilities to perform general construction, renovations, and repair

services.

Services will include all work efforts necessary to complete a project, including permits, parts, equipment, labor, and materials to construct, renovate or repair the original or new design specifications or conditions acceptable to LCTC. The Contractor(s) will perform all required administration, management, and quality assurance to ensure the proper execution of construction, renovations, and repairs projects. All work performed shall be coordinated with the LCTC Project Manager (PM) or designee as applicable to the location of the work.

LCTC will require "project quotes" for any and all work required under this Agreement at its sole discretion. LCTC reserves the right to award the task or project to the Contractor offering the most favorable quote (as determined by LCTC). It is important to note that the most favorable quote may not offer the lowest price. LCTC may evaluate the quote based on several factors, including the starting and completion dates provided by the Contractor(s) with their quote for that task or project, parts and materials quality, and its subsequent effect on the task or project. LCTC reserves the right to reject any and all proposals or waive any minor irregularity or technicality in proposals received.

For non-emergency work, the Contractor(s) must physically report to the work site within one (1) month of written notification from LCTC's PM (hereinafter, "PM"), to complete a written quotation based on the agreement pricing of the work to be performed. The PM shall review the written quotation of work to be performed and determine that the work specified aligns with the work needed. The PM must approve all materials and supply sources incorporated into work before use on each job. Materials incorporated in the work that has not received prior approval by the PM shall be at the Contractor's expense and not paid for by LCTC. The quote shall include estimated labor, equipment, material cost(s), a brief description of the work to be completed, and the project location. Written quotations may be e-mailed to the PM, (TBD).

For emergency work, the Contractor(s) must physically report to the work site within twenty-four (24) hours of verbal notification from LCTC's PM to complete any necessary emergency repair work needed to secure/alleviate the emergency. The PM must approve all materials and sources of supply incorporated in work for use on each job. Materials incorporated in the work that has not received approval by the PM shall be the Contractor's expense and not paid for by LCTC. The contractor will provide the PM with a quote if additional work should be completed after the emergency service call. The quote shall include estimated labor, equipment, material cost(s), a brief description of the work to be completed, and the project location. Written quotations may be e-mailed to the PM.

If the Contractor(s) foresees that he/she will exceed the original estimate in the quotation, he/she must notify the PM for approval before proceeding with any additional work. LCTC shall not pay for additional work the Contractor performs without LCTC's written approval beforehand.

Due to certain locations within LCTC, employees must have the ability to pass a

background check and work unsupervised.

The Contractor shall provide a minimum of one (1) year warranty on installed equipment following substantial completion or as recommended by the manufacturer to meet project closeout requirements; and shall make good any defects that may occur during that period. If the manufacturer specifies any special guarantees in excess of the year period, these guarantees shall take precedence over the year period guarantee. Upon completion of work, and before final payment or release of retainage, submit and obtain general warranties from each subcontractor, material supplier, and equipment manufacturer.

The contractor shall include an hourly price rate and overtime rate for “on-call service” to perform repairs on the equipment or systems. The contractor shall provide a price for a percentage of the markup of materials. The manufacturer’s or supplier’s invoice shall be attached to any bill submitted for materials.

II. MINORITY / WOMEN’S / LABOR SURPLUS FIRMS PARTICIPATION:

LCTC encourages the active participation of minority businesses, women’s business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. The prime contractor must take affirmative steps and if subcontracts are to be let, through a prime contractor, that subcontractor is required to also take the affirmative steps listed in items (1) through (5) below.

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirements permit, which encourage participation by small and minority businesses, and women's business enterprises; and

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

III. PROPOSED PROJECT LIST:

LCTC’s proposed project list of upcoming projects is included below. Services requests will be given on an “as needed” basis. LCTC reserves the right to add a new project(s) to the list or remove project(s) from the list at any time.

The Contractor's attention is called to the fact that the quantities given are estimated

quantities and in no way bind or limit LCTC to the actual amount of work or service to be performed or the quantity of material to be furnished. Any estimates of quantities provided by LCTC are approximate only and have been used by LCTC as a basis for estimating the cost of the work and will also be used for the purpose of tabulating and comparing the proposal and awarding the Agreement.

Proposed Projects List:

Modifications of already constructed building, including all system upgrades to support the existing and new space layout. The scope of work outlines structural building renovations and upgrades, interior renovation, drywall, concrete work, stucco, roof, impact-resistant windows, and doors replacement, new AC units and duct work, electrical, mechanical, and plumbing work, new furniture and fixtures, and other. The scope of work outlines the order of priorities in regard to building upgrades. Of the 29,000 SF facility, the renovation areas will be limited to the high-priority upgrades and the spaces considered to be in poor condition to ensure the partial continuation of operations throughout all phases of construction.

For any of the projects listed below and anticipated in the future that require warranty coverage, the Tax Collector reserves the absolute right to approve the sub-contractors. Below are the areas deemed critical and in need of immediate upgrades:

Roof - The selected contractor will be responsible for the complete replacement of the existing roof at 3650 Colonial Boulevard, Ft. Myers FL. The project scope includes the following:

- Remove and properly dispose of the existing roof material in accordance with all local regulations.
- Install a new roof system rated to meet or exceed local building codes, including hurricane and wind resistance standards.
- The roof must have a minimum wind resistance rating of **150 MPH** and adhere to all relevant Florida Building Code requirements.
- Inspect and replace damaged or deteriorating roof decking, underlayment, and flashing as necessary.
- Install appropriate water barrier systems to ensure proper drainage and waterproofing.
- Ensure all roof penetrations (vents, skylights, HVAC connections, etc.) are sealed and watertight.
- Provide new drip edges, soffits, fascia, and gutters as required.
- Include a warranty of a **minimum 20 years** for materials and workmanship.
- Documentation of all materials used, including certifications of compliance with relevant building codes.
- Daily cleanup of the worksite to maintain safety and minimize disruption.
- Final inspection and approval from local permitting authorities and the building owner.

Impact Windows/Opening – The selected contractor will be responsible for the installation of impact-rated windows, doors, and coverings at all exterior openings of [insert building name/address]. The project scope includes:

- Remove and properly dispose of all existing windows, exterior doors, and any outdated or damaged coverings (e.g., shutters) in compliance with local regulations.
- Provide and install new impact-resistant systems that meet or exceed current Florida Building Code standards and Miami-Dade County NOA requirements for wind load and impact resistance.
- Openings to be addressed include, but are not limited to windows, entry and exit doors, and any other vulnerable exterior openings
- All windows and doors shall include energy-efficient glass with Low-E coatings to enhance insulation and reduce heat transfer.
- Frames shall be constructed of durable materials such as aluminum/vinyl/steel to withstand severe weather conditions.
- All installations must achieve water and air-tight performance to prevent leaks and energy loss.
- Install appropriate weatherstripping, seals, and caulking for all openings to ensure maximum performance.
- Ensure precise measurement and preparation for all openings.
- Repair or replace surrounding structural components (e.g., sills, jambs, and headers) where necessary due to deterioration or damage.
- Coordinate installation with other ongoing construction activities (e.g., roof replacement, HVAC upgrades).
- Contractor must secure all necessary permits and inspections to ensure code compliance.
- Provide a minimum 10-year warranty for materials and labor.

HVAC System – The selected contractor will be responsible for the removal and replacement of the existing HVAC system at [insert building name/address]. The project involves replacing approximately **35 individual units** with one or more commercial HVAC systems that are energy-efficient, reliable, and compliant with current building codes.

The Project scope includes:

- Remove and properly dispose of all existing individual HVAC units (approximately 35 units), including ductwork (if applicable), in compliance with environmental and local regulations.
- Design, supply, and install a new centralized commercial HVAC system (or multiple units as required) to meet the building's cooling and heating needs.
- The new system must be:
 - Energy-efficient, with a minimum SEER rating of 16 or higher

- Sized appropriately to handle the building's total square footage, occupancy, and thermal loads.
- Equipped with programmable thermostats and zone controls for optimal energy management and occupant comfort.
- Include all necessary components:
 - Air handlers, compressors, condensers, and controls.
 - New ductwork (if required) or repairs/modifications to existing ducts.
 - Appropriate ventilation and air filtration systems compliant with ASHRAE and EPA standards.
- Conduct a thorough assessment of existing electrical and structural systems to ensure compatibility with the new HVAC system.
- Replace or upgrade electrical connections and controls as necessary.
- Seal and insulate all ductwork to minimize air leaks and improve efficiency.
- Install new ventilation systems to meet indoor air quality standards, including fresh air intake and appropriate air filtration.
- Perform start-up testing, commissioning, and balancing to ensure system performance aligns with manufacturer specifications.
- The contractor must coordinate the HVAC installation with other ongoing construction activities (e.g., roof replacement) to ensure penetrations, supports, and access points are properly accounted for.
- Include a minimum 5-year manufacturer warranty on equipment and a 2-year labor warranty for installation.
- Provide a detailed system design and load calculation report.
- Provide Manufacturer and compliance certifications for all installed components.
- Training for building personnel on system operation, maintenance, and energy-efficient usage.
- Final inspection and approval by the building owner and local authorities.

Other general construction renovations and repairs as needed for LCTC.

This solicitation may be used for future unidentified projects.

IV. SCOPE OF SERVICES:

The selected General Contractor(s) will provide all necessary labor, parts, materials, equipment, and supervision to complete construction projects in compliance with applicable building codes and regulations. The scope of work may include new construction, renovation, repairs, and maintenance projects across various LCTC facilities. To complete the project, the selected Contractor(s) must be prepared to perform any and all of the general construction-related services described below, including permitting, architectural, structural, plumbing, mechanical, electrical, fire protection, management, and administration, coordination of subcontractors and others, from pre-construction planning and design to final construction and project closeout.

LCTC, on a project-by-project basis (depending on the needs of each project), would determine the exact scope for each project. The scope may include implementing the Agency's drawings and specifications for the site and providing all materials and services necessary to complete the project. Minor variations or scope adjustments necessary to accommodate the site conditions will not be the basis for a change order. Contractor(s) should include a contingency appropriate to cover adjustments typically encountered on jobs of this nature in their bid prices.

Subject to each task assignment, in general, the firms may be required to provide:

1. Pre-Construction Services:
 - Develop project budgets, schedules, and construction timelines
 - Provide constructability reviews and value engineering recommendations
 - Conduct site investigations and surveys

2. Assist in Design-Build Services:
 - Collaborate with architects and engineers to develop design concepts
 - Provide detailed cost estimates and value engineering options
 - Provide construction documents and specifications
 - Obtain necessary permits and approvals
 - Conduct constructability reviews

3. Construction Services:
 - Provide on-site management and supervision
 - Ensure compliance with all applicable building codes and regulations
 - Manage subcontractors and suppliers
 - Conduct quality control inspections and testing
 - Manage project schedules and budgets
 - Provide regular progress reports and project updates
 - Coordinate with owners, architects, and other stakeholders

4. Post-Construction Services:
 - Conduct final inspections and punch-list walkthroughs
 - Obtain final certificates of occupancy and close-out permits
 - Provide training and maintenance manuals to owners
 - Provide warranty and maintenance services as required

V. QUALIFICATIONS:

The general contractor must have extensive experience providing construction services on industrial-scale projects and demonstrated ability to deliver projects on time and within budget. The contractor shall have at least five (5) years of experience in general construction-related work. The contractor must possess the State of Florida General Contractor License and have all necessary permits and certifications to perform the

required work. The contractor must also be insured with liability and workers' compensation insurance as required by state law. The contractor must have a solid safety record and a strong job site safety commitment.

VI. CONSTRAINTS ON THE SUCCESSFUL CONTRACTOR:

When requested by LCTC, a lump sum or cost proposal based on a list of items/tasks provided by LCTC shall be submitted, including all labor, parts, materials, equipment, and sub-contractors required to complete the project. LCTC may request a cost proposal for a specific task from multiple Contractors to determine the lowest cost task proposal. All projects will operate under a cost cap due to budgetary constraints.

At its sole discretion, LCTC reserves the following rights:

1. To perform any work at any site utilizing "in-house/agency personnel" for any project;
2. To issue a new solicitation for projects outside the scope of the specifications listed herein at any one or more project sites, separate from this RFP;
3. To obtain the work from any source, if, for any reason, the Awarded Contractor(s) cannot complete the services within the parameters required by LCTC.
4. Unless otherwise authorized in writing, the contractor will not be permitted to work on holidays observed by LCTC, the State of Florida, or Sundays.
5. In case of an emergency that may require work to be done on Saturdays, Sundays, or Holidays, the contractor shall request permission from The Tax Collector to do so. If, in LCTC's opinion, the emergency is bonafide, permission may be granted to the contractor to work such hours as necessary. Also, if a bonafide emergency exists in LCTC's opinion, the contractor may be directed to work such hours as necessary whether or not the contractor requests permission. The contractor will be allowed to work eight (8) hours daily, Monday through Friday, except for holidays, 52 weeks per year. The contractor shall pay for all costs incurred for inspection services required for work permitted during holidays, weekends or in excess of eight (8) hours per day.

VII. CONTRACTORS RESPONSIBILITY:

It shall be the Contractor's responsibility to schedule and coordinate all work to be performed under their Agreement to insure continuous and smooth operations of the work and completion within the times specified in the scope of work.

It shall be distinctly understood that failure to mention any work by LCTC, which would

normally be required to complete the project, shall not relieve the Contractor(s) of his/her responsibility to perform such work.

The Contractor shall supply all labor, parts, materials, equipment, insurance, permits, etc., necessary to perform the mentioned work. At the completion of the project, the Contractor is responsible for the removal and proper disposal of all debris, etc., associated with their work on the project.

The Contractor is responsible for executing all work to a professional standard while ensuring the highest level of quality is maintained throughout the project.

It shall be the Contractor's responsibility to furnish all materials in new condition as per the project documents. The Contractor is responsible for ensuring all materials are in accordance with the project specifications. LCTC reserves the right to reject any materials, or equipment observed to have been repaired without the consent of LCTC, to be damaged or defective, not up to the standards LCTC desires, or not in compliance with the agreement documents at any time during the agreement period.

It shall be the Contractor's responsibility to obtain all necessary permits and Inspections and to follow all requirements of the permits.

VIII. PROTECTION OF EXISTING UTILITIES

The attention of the Contractor(s) shall be directed to the potential presence of water, sewer mains, electrical wires, conduits, communication cables (both overhead and underground), poles and house service connections on each project site. The Contractor(s) shall exercise special care and extreme caution to protect and avoid damage to such utilities. The Contractor(s) is responsible for having all utilities located with sufficient accuracy to ensure their safety and the safety of those within the area of the project.

The Contractor(s) shall not begin any excavation without first notifying each and every public service agency that may or may not have underground or embedded facilities within the area of the project, at least forty-eight (48) hours prior to the commencement of this work (not including weekends and holidays).

There will be no measurement or direct payment to the Contractor(s) for working around, protecting, or repairing damaged utilities caused by the proposed maintenance and/or Repair activities.

If the Contractor(s) damages any utility, they shall immediately notify the PM and the affected utility owner. The Contractor(s) shall ensure the safety of workers and others around the site. The Contractor(s) shall protect the damaged utility from further damage until a representative from the affected utility arrives to make a site assessment. The Contractor(s) shall fully cooperate with the representative of the affected utility to restore

it to a condition equal to or better than the condition that existed just prior to the incident, in a timely manner. The utility owner may repair the damage with its own forces, sub-contractors, or the Awarded Contractor(s) on this project. In all cases, the Contractor(s) is liable for all costs of the repair of the damages to the satisfaction of the affected utility owner.

The Contractor(s) will notify the PM immediately by telephone of any unexpected emergency, subsurface, or latent physical condition found, along with the recommendations for dealing with the matter. Any changes found necessary by LCTC, or the Contractor(s) not covered under the original scope of work, specification, or drawing(s) shall be jointly agreed upon by the Contractor(s) and LCTC. Any additional services or costs associated with the task/project must be submitted in writing by the Contractor(s), and an amendment to the purchase order must be made and approved by LCTC before the work can proceed. LCTC assumes no responsibility for oral/verbal communications, instructions, or suggestions.

IX. SUB-CONTRACTORS:

The Contractor(s) may not sub-contract more than fifty percent (50%) of the work assigned under this Agreement. If the Contractor sub-contracts any portion of the work, an employee of the Contractor(s), qualified in the labor skills required for the work being performed, must be overseeing and directing the work on the job site at all times that the sub-contractor is conducting work. Any work subcontracted for equipment and/or trucks and their operators is paid for by the agreement pay items for the specific equipment and/or trucks and the equipment operator.

The Contractor may subcontract any portion of the work assigned under this Agreement if the work is not within the trade or scope of work (i.e. structural, foundation repairs, etc.). These sub-contractors will be referred to as "specialty sub-contractors". LCTC shall reimburse the Contractor(s) for their costs for the "specialty sub-contractors" labor, equipment, and materials, plus overhead and profit.

For all sub-contracted work, the Contractor must bind any sub-contractors by the same terms, conditions, responsibilities, and obligations assumed by said Contractor(s) to the LCTC.

Before starting any work, the contractor (s) shall submit a list of sub-contractors they intend to employ and utilize for each task. Prior to their use by the Awarded Contractor(s) in any project, all sub-contractors must be approved by LCTC. The responsibility for updating this list is the Awarded Contractor's; utilization of a LCTC non-approved sub-contractor is grounds for suspension or termination.

Without LCTC's written consent, the Awarded Contractor(s) shall not assign any money payable under the Agreement.

X. EQUIPMENT

All equipment required to perform standard/typical work under this Agreement shall be provided by the Awarded Contractor(s) and shall normally be available.

The Awarded Contractors' equipment shall be in good working condition and conform to all required safety standards.

All associated rental charges for equipment used by the Awarded Contractor(s) are considered overhead and shall be included in the hourly rates submitted as part of this RFP and shall not be considered an extra expense.

XI. SCHEDULE OF OPERATIONS:

In developing project schedules, the contractor will make reasonable accommodations for weather delays and shall reflect Federal, State, County or LCTC-observed holidays. Work is prohibited on Saturday or Sunday unless prior authorization is requested in writing and received from LCTC.

The standard work week is Monday through Friday, between the hours of 8:00 am to 6:00 pm, and the contractor shall schedule their operations accordingly.

The contractor must provide an updated schedule with each periodic estimate. Payment of periodic estimates will not be approved unless an updated schedule is submitted.

XII. APPROXIMATE QUANTITIES:

The Contractor's attention is called to the fact that the quantities given are estimated quantities and are in no way bound or limit LCTC to the actual amount of work or service to be performed or the quantity of material to be furnished. Any estimates of quantities provided by LCTC are approximate only and have been used by LCTC as a basis for estimating the cost of the work and will also be used for the purpose of tabulating and comparing the proposal and awarding the Agreement.

XIII. TRANSPORTATION:

Prices quoted shall be net, including transportation and delivery charges fully pre-paid by the seller, f.o.b. destination. No additional charges for packing, packages, or partial delivery costs will be allowed. By submitting their quote, all Contractors certify and warrant that the price offered for f.o.b. destination includes only the freight rate cost as at the lowest and best rate and based upon the actual weight of the goods shipped. Standard commercial packaging, packing, and shipping containers will be used, except as otherwise specified.

XIV. WARRANTY:

The Contractor shall warrant all work for one (1) year or the standard warranty of the manufacturer, whichever is longer for workmanship and materials, dating from the time of acceptance of the project, and shall make good any defects that may occur during that period. Failure to correct warranty issues promptly and to the satisfaction of the Agency on this or other agreements may result in finding the Contractor non-responsive for future contracts/bids. Upon completion of work, and before final payment or release of retainage, submit, and obtain from each subcontractor, material supplier, and equipment manufacturer general warranties.

XV. ORDER OF PRECEDENCE FOR AGREEMENT DOCUMENTS:

In the event of a conflict between the quality of the work as called for by the Agreement Documents, LCTC shall have the right to insist upon the delivery of the strictest requirements, the highest quality, or the highest quantity at no additional cost to LCTC.

XVI. ANNULMENT OF AGREEMENT:

Should the Contractor(s) fail to satisfy fully, or to comply with orders of LCTC, or to perform a new such work that has been rejected as defective and unsuitable, or if the Contractor(s) shall become insolvent or be declared bankrupt or shall make an assignment for the benefit of creditors or from any other cause shall not carry on the work in an acceptable manner, LCTC shall have the right to annul its Agreement at LCTC's convenience.

XVII. PERSONAL LIABILITY OF PUBLIC OFFICIALS:

In carrying out any of the provisions of this Agreement or exercising any power of authority granted herein, there shall be no liability upon LCTC or its authorized representative(s).

XVIII. THE SUBMITTAL PACKAGE:

LCTC has prepared the following compilation of instructions in the RFP in order to minimize costs and response time and to ensure the RFP response is designed to provide the necessary information about the firm. Each submittal must include the attached checklist labeled "Exhibit A". This checklist must appear immediately after the cover letter. To ensure that all submittals can be evaluated on an equitable basis, the RFP requires each respondent to provide the requested information in a prescribed format and organization that excludes supplemental materials. Any supplemental information included with the response must appear after the required materials and tabbed "Additional RFP Information", or under separate cover. The submittal package should be organized as listed below with one tab for each item.

The submittal package must be organized in the following manner:

1. Transmittal Letter – This is to be an up to two-page document to transmit the RFP package. The letter shall provide the name, title, address and telephone number of the official corporate contact, and an alternate. These individuals shall have the authority to bind the consulting firm and shall be available to attend appropriate meetings (two pages maximum, single sided).

2. Check List (Exhibit A)

3. Corporate History – Briefly describe the corporate history of the company. Also, describe the corporate history of any joint ventures or key sub consultants proposed for any of this type of project. Firms that are short-listed may be required to submit audited financial statements to demonstrate current financial condition and stability that will become public information as provided in Chapter 119, Florida Statutes (up to two pages maximum, single sided).

Corporate Qualifications – Summarize relevant corporate experience that demonstrates specific knowledge of similar projects and services completed within the last five years in Florida. Provide a short description of the qualifications of specific people assigned to this project as they relate to the type of work to be performed.

Financial Stability – Each Contractor shall certify and provide a statement that it is financially stable and has the necessary resources, human and financial, to provide the services at the level required by LCTC. Each Contractor shall be prepared to supply a financial statement upon request. If a subcontractor or joint venture arrangement is being proposed, provide similar information for those participants in the Proposal. Provide clear and sufficient information that will provide insight to LCTC about the financial qualifications, fitness, and stability of the Contractor.

4. Project Team – Identify key personnel and their qualifications for these services and describe qualifications of assigned support personnel. This should be summarized in two pages, single sided maximum. In addition, attach a one-page current organization chart (not counted as part of the page limit). All resumes, if included, should be included under “Additional RFP Information” tab.)

5. Personnel Assigned – Personnel proposed for the project, including all sub-consultants, must be identified and their qualifications provided.

6. Professional Registration – All submittals must include a copy of the Certificate of Authorization for the firm, including all sub consultants if applicable, issued by the State of Florida authority.

7. Project Management - Describe project management approaches to address: communication needs of the team, how key decisions will be made, how conflicts will be resolved, how coordination will be handled with other entities (government, utilities, etc.) and how schedule and budget will be managed.

8. Proof of Insurance – Proof of professional liability insurance and errors and omission insurance, auto, workers compensation or proof that the required insurance will be provided at the time of selection (Refer to Section XXI – Insurance).

9. Offeror’s Certification

10. Offeror’s Qualifications Statement

11. Scrutinized Companies Certificate

12. Non-Collusive Affidavit

13. Drug-Free Workplace Program Form

14. Byrd-Anti Lobbying Certification

15. Statement of Compliance

16. E-Verify Form

XIX. SUBMISSION REQUIREMENTS:

1. The Tax Collector will accept sealed Qualification Proposals until 11:00 AM, local time, Friday, February 28, 2025. RFP packets will be received by **Michele Nunes, Lee County Tax Collector’s Office, 2480 Thompson Street, 4th Floor, Ft. Myers, Florida 33901**. Proposals received prior to the date and time above will be considered. Proposals received after the date and time will not be considered and will be returned to the firm(s) unopened.

2. Interested firms shall submit one (1) original and five (5) copies of the proposal, as well as an electronic copy (flash drive or disk – do not send via e-mail) of the complete submittal, no later than the date and time as stated above. The original and five (5) copies must be bound or in binders on 8.5” x 11” white paper with tabbed/identified sections as stated in Section XVIII – The Submittal Package. The proposal packages shall be sealed and clearly marked on the outside “LCTC RFP 2025-01 General Construction, Renovations, and Repair Services” and addressed to Michele Nunes, Legal Administrative Generalist at the address above. Respondents desiring to submit a proposal should carefully review the instructions and other related sections of the RFP. Compliance with all requirements shall be solely the responsibility of the Respondent.

3. By submitting a proposal, the Proposer certifies that they have fully read and understood the proposal method and have full knowledge of the scope, nature, and quality of work to be performed.

4. **NO FAXED OR ELECTRONICALLY SUBMITTED PROPOSALS WILL BE ACCEPTED.** It shall be the sole responsibility of the Proposer to have their proposal delivered to the Tax Collector, at **Tax Collector Administrative Offices, 2480 Thompson Street, 4th Floor, Ft. Myers, Florida 33901** prior to the date and time specified.

5. Proposers may withdraw their proposals by notifying the Tax Collector in writing at any time prior to the scheduled opening. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representative must disclose their identity and provide the receipt they were given when they submitted the proposal. Proposals, once opened, become the property of LCTC and will not be returned to the Proposers.

6. The Offeror's Certification form shall be signed by an authorized company representative.

In accordance with the American with Disabilities Act (ADA) this document may be requested in an alternate format.

XX. ADDENDA, ADDITIONAL INFORMATION:

All questions and requests for additional information in connection with this Request for Proposal (RFP) shall be directed in writing or by email to **Michele Nunes, Legal Administrative Generalist, at Lee County Tax Collector's Office, 2480 Thompson Street, 4th Floor, Ft. Myers, Florida 33901. Fax number (239) 533-6424. Email michelen@leetc.com**

Any addenda or answers to written questions supplied to participating proposers shall become part of the Request For Proposal and the resultant agreement.

No negotiations, decisions or actions shall be initiated by the Proposer as a result of any discussions with a LCTC employee. Only those communications which are in writing from the agency may be considered as a duly authorized expression. Also, only communications from Proposers, which are signed and submitted in writing will be recognized by LCTC as duly authorized expressions on behalf of the Proposer. It is the Proposer's responsibility to contact LCTC at (239) 533-6424 (prior to the date and time for submission) to determine if any addenda have been issued.

XXI. INSURANCE REQUIREMENTS:

The awarded Proposer shall procure and maintain at its own expense and keep in effect during the full term of the Agreement, a policy or policies of insurance which shall be determined by LCTC prior to agreement. Additionally, any subcontractor hired by the awarded Proposer for this Agreement shall provide insurance coverage as well.

The Lee County Tax Collector shall be named “additional insured” under the appropriate policies. Awarded Proposer agrees to provide LCTC a Certificate(s) of Insurance evidencing that all coverage, limits and endorsements required are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum of thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.

The Certificate Holder address shall read:

1. FOR LCTC
Michele Nunes, Legal Administrative Generalist
Lee County Tax Collector
2480 Thompson Street, 4th Floor
Ft. Myers, FL 33901
Re: LCTC RFP 2025-01

2. The required insurance coverage shall be issued by an insurance company, duly authorized and licensed to do business in the State of Florida, with the following minimum qualifications in accordance with the latest edition of A.M. Best’s Insurance Guide:

Financial Stability to A+

3. Insurance Companies selected must be acceptable to LCTC. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to LCTC by certified mail.

XXII. EVALUATION AND SCORING:

The selection process consists of evaluation and scoring by the Selection Committee. Each category will be scored and when the scores awarded for all categories are totaled, the scores will be tabulated and added to achieve the Total Points and Weighted Score awarded to each firm. Both criteria will be used to rank each firm one, two, three, etc. The ranking of each firm will be tabulated from each Committee Member and combined with other Committee Members to determine the total score and weighted score for the firm.

1. Firm’s experience in South Florida.
2. Firm’s personnel qualifications.
3. Firm’s governmental experience.
4. Firm’s approach to project management.
5. Firm’s resources, personnel availability and commitment.

Failure to respond to all the items listed above will result in a lower overall score and may hinder a firm’s chance of being selected.

The Scoring Criteria is made up of the categories above that collectively represent a Grand Total Point Value of 100 points, as described herein. The points indicated below as "Points Possible" are the maximum that can be allocated for each category. The point value shall be the basis of establishing a finalist list of the top ranking RFP submittals.

Firm Experience: The firm will be expected to demonstrate its past experience and track record in delivering successful construction, renovation, and repair services, with particular attention given to projects completed with other local government agencies. It may consider factors such as the number of years in business, relevant certifications and licenses, technical expertise, and examples of completed projects.

Firm's Personnel Qualifications: The firm shall name the actual Project Manager assigned to LCTC and other key staff to be assigned to projects, describe their ability and experience and indicate the function of each individual within the organization and their proposed role on LCTC projects. This may include the firm's possession of relevant licenses plumbing, electrical, HVAC/mechanical and any other licenses required for the specific project.

Firm's Governmental Experience: The firm shall detail experience with other governmental agencies, including compliance with legal and regulatory requirements, such as licensing, insurance, permits, and other necessary certifications. It ensures that the contractor operates within the law and can fulfill all legal obligations associated with the project. It assesses the contractor's reputation, client satisfaction levels, and the quality of their previous work. This criterion provides insights into the contractor's reliability, professionalism, and ability to build and maintain positive relationships with clients.

Firm's Approach to Project Management: The firm shall detail methodology, approach and strategies to be utilized in managing projects including, but not limited to, coordination with other governmental agencies and other utility companies to carry out the construction, renovation, or repair work. It assesses the contractor's understanding of the project scope, their ability to meet the specifications, and their proposed solutions to potential challenges or issues that may arise during the project.

Firm's Resources, Personnel Availability and Commitment: The firm shall demonstrate a commitment to completing project on time and within budget. Firm must also demonstrate flexibility to complete projects per client's specifications. This may include specialties such as concrete work, drywall installation, tile installation, painting, masonry/structural/concrete and other relevant skills required for the project. Assessing the qualifications of the contractor's staff ensures the availability of competent individuals to perform the necessary tasks. Also evaluates the contractor's capacity to take on the project in terms of their workforce, equipment, and availability of resources. It ensures that the contractor has the necessary manpower, specialized skills, and equipment to execute the project effectively and within the proposed timeline.

EVALUATION CATEGORIES	POINTS POSSIBLE
1. Firm experience in South Florida	25
2. Firm's personnel qualifications	30
3. Firm's governmental experience	20
4. Firm's approach to project management	15
5. Firm's resources, personnel availability and commitment	10
 GRAND TOTAL OF POINTS	 100 POINTS

XXIII. AWARD OF AGREEMENT:

Based on final rankings resulting from the above-described process, the Selection Committee will recommend to LCTC to award the agreement to a minimum of three (3) firms. The pre-qualified firm(s) may be requested to bid on the applicable projects list (See Section III).

The period for awarded firm(s) to remain on the pre-qualified general contractor's list will be for an initial period of one (1) year with the opportunity for two additional two-year renewals based on the review of services provided during the prior years and the agreement of both parties.

XXIV. WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS:

All working papers and reports must be retained in accordance with requirements and procedures set forth by the General Records Schedule for Local Government Agencies as promulgated by the Division of Archives, History and Records Management (a division of the Florida Department of State) at the firm's expense, unless the firm is notified in writing by LCTC of the need to extend the retention period. The firm will be required to make working papers available, upon request, to the following parties or their designees:

- Lee County Tax Collector's Office
- Department of Revenue Auditors
- Parties designated by LCTC as part of an audit quality review process.

In addition, the firm shall respond to the reasonable inquiries of auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

XXV. TIME REQUIREMENTS:

A. PROPOSAL CALENDAR, NOTIFICATION AND AGREEMENT DATES

The schedule of events, relative to the procurement shall be as follows:

Event	Date (on or by)
1. Issuance of RFP	January 24, 2025
2. Proposal Submission	February 28, 2025 by 11:00 a.m.
3. Proposal Evaluations	March 6, 2025
4. Recommendation to Tax Collector	March 10, 2025
5. Negotiations	March 12, 2025
6. Contract Awards	March 28, 2025

Be advised that LCTC is prepared to award a single agreement or multiple agreements as is deemed to be in the best interest of LCTC. LCTC reserves the right to change and/or delay scheduled dates.

As the best interest of LCTC may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received.

The successful proposer shall be required to execute a contract with LCTC covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties.

B. Oral Presentations

During the evaluation process, the Selection Committee may, at its discretion, request firms to make oral presentations either in person, by phone, or by internet. Such presentations will provide firms with an opportunity to answer any questions the Selection Committee may have on a firm's proposal. Only firms short-listed for further consideration during the evaluation process will be invited to make such oral presentations.

C. Final Selection

LCTC will select/award the firm(s) which best meets the interests of LCTC. LCTC shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. LCTC's decision will be final.

XXVI. SUMMARY OF PROVIDED DOCUMENTS TO BE SUBMITTED WITH PROPOSALS:

Samples of the following documents, (except certificate of insurance) are attached and shall be executed as a condition to this offer:

- (a) Proposal and Offeror's Certification
- (b) Offeror's Qualifications Statement
- (c) Scrutinized Companies Certification
- (d) Non-Collusive Affidavit Form
- (e) Drug-Free Workplace Program Form
- (f) Byrd-Anti Lobbying Certification
- (g) Statement of Compliance
- (h) E-Verify Form
- (i) Exhibit A
- (j) Exhibit B
- (k) Proof of Insurance

XXVII. AWARD OF AGREEMENT:

The agreement or agreements shall be awarded to the most qualified Proposer(s) whose proposal(s) is/are determined to be the most advantageous to LCTC and who agree to provide the required services at compensation which LCTC determines is fair, reasonable and competitive.

XXVIII. GENERAL CONDITIONS:

A. PUBLIC ENTITY CRIMES INFORMATION STATEMENT: Pursuant to the requirements of Section 287.133 (2)(a), Florida Statutes, "A person or Affiliate who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to 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 be awarded or perform work as a contractor, supplies, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

B. DISCRIMINATORY VENDOR AND SUSPENSION AND DEBARMENT LISTS: An entity or affiliate who has been placed on the discriminatory vendor list 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 contractor,

supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

C. EXPENSES: All expenses for making the proposal to LCTC are borne by the Proposer.

D. WITHDRAWAL OF PROPOSAL: Any proposal may be withdrawn up until the date and time set forth for the opening of proposals. Any proposal not withdrawn shall constitute an irrevocable offer for a period of 90 days or until one or more of the proposals have been duly accepted and an agreement is awarded. No guarantee or representation is made herein as to the time between the proposal opening and subsequent award.

E. APPLICABLE LAWS: All applicable laws and regulations of the U.S. Government, State of Florida, Lee County, and ordinances and regulations of The Tax Collector will apply to any resulting agreement.

F. FORM OF AGREEMENT: Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by LCTC and shall contain, as a minimum, applicable provisions of the Request for Proposal. LCTC reserves the right to reject any agreement that does not conform to the Request for Proposal and any LCTC requirements for agreements and contracts.

G. CONFLICT OF INTEREST: For purposes of determining any possible conflict of interest, all Proposers must indicate if any LCTC employee is an owner, corporate officer, or employee of their business. If such relationship(s) exist, the Proposer must file a statement with the Tax Collector as part of their submission at the time of the proposal.

H. COPYRIGHTS AND PATENT RIGHT: Proposer warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this proposal, and successful proposer agrees to hold LCTC harmless from any and all liability, loss or expense by any such violation.

I. TAXES: LCTC is exempt from any taxes imposed by the State and Federal Governments. Exemption certificates will be provided upon request.

J. RETENTION OF RECORDS AND RIGHT TO ACCESS CLAUSE:
The successful proposer shall preserve and make available all financial records, supporting documents, statistical records and any other documents pertinent to this Agreement for a period of five (5) years after termination of this Agreement; or if an audit has been initiated and audit findings have not been resolved at the end of these (5) years, the records shall be retained until resolution of audit finding.

K. NON-COLLUSION STATEMENT: By submitting this proposal, the Proposer affirms that this proposal is without previous understanding, agreement, or connection with any person, business, or corporation submitting a proposal for the same materials, supplies, service, or equipment, and that this proposal is in all respects fair, and without collusion or fraud. Refer to "Non-Collusive Affidavit" form attached.

L. ASSIGNMENT: Successful Contractor may not assign or transfer this Agreement in whole or part without prior written approval of LCTC.

M. TERMINATION: (a) Termination for Cause - In the event the Successful Offeror (Contractor) shall default in any of the terms, obligations, restrictions or conditions in the Agreement documents, LCTC shall give the Contractor written notice by certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event the Contractor has failed to correct the conditions(s) of the default or the default is not remedied to the satisfaction and approval of LCTC, LCTC shall have all legal remedies available to it, including, but not limited to termination of the Agreement in which case the Contractor shall be liable for any and all damages permitted by law arising from the default and breach of the contract. (b) Termination for Convenience - Upon thirty (30) calendar days written notice to the Contractor, LCTC may without cause and without prejudice to any other right or remedy, terminate the contract for LCTC's convenience whenever LCTC determines that such termination is in the best interest of LCTC. Where the contract is terminated for the convenience of LCTC, the notice of termination to the Contractor must state that the contract is being terminated for the convenience of LCTC under the termination clause and the extent of termination. The Contractor shall discontinue all work on the appointed last day of service. (c) Cancellation for Unappropriated Funds - The obligation of LCTC for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the agreement into a subsequent fiscal period, regardless of agreement term, is subject to appropriation of funds, unless otherwise authorized by law.

N. VENUE AND GOVERNING LAW: This Agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this Agreement shall be litigated only in the courts of the Twentieth Judicial Circuit in and for Lee County, Florida.

O. CANCELLATION FOR UNAPPROPRIATED FUNDS: The obligation of LCTC for payment to a Contractor is limited to the availability of funds appropriated in current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

P. GOVERNMENT RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship, or performance of the items/services offered on the proposal prior to delivery/performance, it shall be the responsibility of the Contractor to notify LCTC at once, indicating in their letter the specific regulation which required an alteration. LCTC reserves the right to accept any such alteration, including any price adjustments occasioned hereby, or to cancel the Agreement at no further expense to LCTC.

Q. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA): Proposer warrants that the product supplied to LCTC conforms in all respects to the standards set forth in the Occupational Safety and Health Act and its amendments and to any applicable industry standards.

R. NOTICES: The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and orders of public authorities bearing on the safety of persons and property and their protection from damage, injury, or loss.

S. WARRANTY: Successful offeror warrants that all equipment and materials to be supplied pursuant to the Agreement will be merchantable, of good quality and free from defects, whether patent or latent in material and workmanship.

Successful offeror warrants all materials and workmanship for a minimum of one (1) year from date of completion and acceptance by LCTC. If within one (1) year after acceptance by LCTC, or within such larger periods of time as may be prescribed by law any of the work is found to be defective or not in accordance with the agreement documents, successful offeror shall promptly after receipt of written notice from LCTC to do so, correct the work unless LCTC has previously given successful offeror a written acceptance of such condition. This obligation shall survive termination of the agreement.

Warranty of Fitness for a Particular Purpose: Successful offeror warrants the equipment shall be fit for and sufficient for the purpose(s) intended and outlined within this proposal package. Successful offeror understands and agrees that LCTC is purchasing the equipment in reliance upon the skill of successful offeror in furnishing the equipment suitable for the purpose stated. If the equipment cannot be used in the manner stated in the proposal, then LCTC, at its sole discretion, may return the equipment to successful offeror for a full refund of any and all monies paid for the equipment.

Warranty of Title: Successful offeror warrants that all equipment delivered under the Agreement shall be of new manufacture and that successful offeror possesses good and clear title to said equipment and there are no pending liens, claims or encumbrances whatsoever against said equipment.

T. DAMAGE: The Contractor shall be liable for damage or loss (other than

damage or loss to property insured under the property insurance provided or required by the Agreement Documents to be provided by the Owner) to property at the site caused in whole or in part by the Contractor, a contractor of the Contractor or anyone directly or indirectly employed by either of them, or by anyone for whose acts they may be liable.

U. WAIVER OF JURY TRIAL: THE PARTIES TO THIS AGREEMENT HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE AGREEMENT, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE MATTERS TO BE ACCOMPLISHED IN THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR THE ACTIONS OR INACTIONS OF ANY PARTY.

V. INDEMNIFICATION: To the extent permitted by Florida law, Contractor agrees to indemnify, defend, save, and hold harmless LCTC, their officers and employees, from or on account of all damages, losses, liabilities, including but not limited to reasonable attorneys' fees, and costs to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability LCTC may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

W. WORKING HOURS AND INSPECTIONS: LCTC working hours are Monday through Friday 8 A.M. – 6 P.M. Contractor must plan for and schedule inspections within LCTC's working hours.

Contractor can perform work Monday – Saturday from 8 A.M. to 6 P.M. Work on Sunday is not permitted unless a special request is made to LCTC 48 hours in advance. All requests must be approved by LCTC Project Manager.

X. NO WAIVER: No waiver of any provision, covenant, or condition within this agreement or of the breach of any provision, covenant, or condition within this agreement shall be taken to constitute a waiver of any subsequent breach of such provision, covenant, or condition.

Y. EQUAL EMPLOYMENT OPPORTUNITY: During the performance of work under any resulting agreement from this solicitation, the Proposer agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that

applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in

Executive Order 11246 of September 24, 1965 as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965 as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965 as amended, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Z. CONE OF SILENCE: Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and LCTC holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to Michele Nunes or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

All Proposers are directed to make all contact regarding this solicitation and during the evaluation process of this project through Michele Nunes, Legal Administrative Generalist, as stated previously in this RFP document. Proposers are not to contact any member of the selection/evaluation committee.

AA. BID SECURITY, BONDS: Each bid (if required) shall be accompanied by a certified or cashier's check or approved Bid Bond in the amount stated in the Bid Documents. Said check or bond shall be made payable to LCTC and shall be given as guarantee that the Bidder, if awarded the Bid, will enter into an Agreement with LCTC, and shall furnish the necessary insurance certificates, Payment and Performance Bonds (IF REQUIRED), each of said bonds to be in the amount stated in the Bid Documents or Agreement. In case of refusal or failure by Bidder to enter into an Agreement, the check or bid bond shall be forfeited to LCTC. If the bidder elected to furnish a Bid Bond as its Bid Security, the Bidder shall use the Bid Bond form bound herein, or one conforming substantially to it in form.

Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the Contractor to record the aforesaid payment and performance bonds in the public records of Lee County, with the Contractor to pay all recording costs.

AB. OTHER GOVERNMENTAL AGENCIES: If Contractor is awarded an agreement as a result of this RFP solicitation, Contractor will, if they have sufficient capacity of quantity available, provide to other governmental agencies, so requesting, the product or services awarded in accordance with the terms and conditions of the bid proposal and resulting agreement. Prices shall be FOB DELIVERED to the requesting agency.

AC. CITY PERMITS: The Contractor shall be required to obtain all necessary permits from County/City Engineering and/or Building Departments. If the schedule of Bid Prices does not include a permit allowance line item, permit fees should be included in your bid proposal.

AD. DISPUTES: NOTWITHSTANDING ANY OTHER PROVISIONS PROVIDED IN THIS AGREEMENT, ANY DISPUTE ARISING UNDER THIS AGREEMENT WHICH IS NOT DISPOSED OF BY AGREEMENT, SHALL BE DECIDED BY LCTC WHO SHALL REDUCE THEIR DECISION IN WRITING AND FURNISH A COPY THEREOF TO THE CONTRACTOR. THE DECISION OF LCTC, AND THOSE PERSONS TO WHOM THEY DELEGATE AUTHORITY TO DECIDE

DISPUTES, SHALL BE FINAL AND CONCLUSIVE UNLESS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE FRAUDULENT, CAPRICIOUS, ARBITRARILY, OR GROSSLY ERRONEOUS AS TO NECESSARILY IMPLY BAD FAITH, OR NOT SUPPORTED BY SUBSTANTIAL EVIDENCE.

AE. WAIVER: No waiver by either Party hereto of a breach of an obligation owed hereunder by the other shall be construed as a waiver of any other breach, whether of the same or of a different nature. No delay or failure on either Party's part to enforce any right or claim, which it may have hereunder, shall constitute a waiver on the respective Party's part of such right or claim. All rights and remedies arising under this Agreement as amended and modified from time to time are cumulative and not exclusive of any rights or remedies which may be available at law or otherwise.

AF. RATES: Rates shall remain firm and fixed for the initial agreement term. Rates for any extension term are subject to negotiation between the parties and any changes require LCTC's approval. In the event the Contractor wishes to adjust the rates for the extension term, Contractor shall notify LCTC in writing ninety (90) days prior to the agreement anniversary date and include in the notice the requested adjustments including full documentation of the requested changes. If no notice is received by that date, it will be assumed by LCTC that no adjustment is requested by the Contractor and that the rates will remain the same for the extension term. If LCTC requests an adjustment, it will notify the Contractor under the same terms and schedule. Within thirty (30) days of notice, the parties shall meet to resolve any differences and agree on rates for the extension term (not to exceed a maximum of 5% increase). In the event that the rates cannot be resolved to LCTC's satisfaction, the Executive Director or designee reserves the right to terminate the agreement at the end of the initial agreement term.

AG. ENTIRE AGREEMENT: This Agreement contains the entire Agreement and understanding between the Parties with respect to the subject matter hereof, and there are no other promises, representations, or warranties affecting it.

AH. PUBLIC RECORDS: The Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

- A. Keep and maintain public records required by LCTC to perform the service.
- B. Upon request from LCTC's custodian of public records, provide LCTC 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 in this chapter or as otherwise provided by law.
- C. 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 Agreement term and following completion of the Agreement if the Contractor does not transfer the records to LCTC.

- D. Upon completion of the Agreement, transfer, at no cost, to LCTC all public records in possession of the Contractor or keep and maintain public records required by LCTC to perform the service. If the Contractor transfers all public records to LCTC upon completion of the Agreement, 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 Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to LCTC, upon request from LCTC's custodian of public records, in a format that is compatible with the information technology systems of LCTC.

E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Telephone number: (239) 533-6424
E-mail address: michelen@leetc.com
Mailing address: 2480 Thompson Street, 4th Floor
Ft. Myers, FL 33901

AI. SCRUTINIZED COMPANIES: In accordance with s. 287.135, Florida Statutes, as amended, a company is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if:

- a. Any amount of, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

- b. One million dollars or more, if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - i. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes; or
 - ii. Is engaged in business operations in Cuba or Syria.
- c. By submitting a bid, proposal or response, the company, principals or owners certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.
- d. LCTC shall reserve the right to terminate any contract resulting from this solicitation if the awarded Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

AJ. NO WAIVER OF SOVEREIGN IMMUNITY: Nothing contained herein is intended to service as a waiver of sovereign immunity by LCTC or as a waiver of limits of liability of rights existing under Section 768.28, Florida Statutes.

AK. RESPONSIBLE VENDOR DETERMINATION

Respondent is hereby notified that Section 287.05701, Florida Statutes, requires that LCTC may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

OFFEROR'S CERTIFICATION LCTC RFP NO. 2025-01

WHEN OFFEROR IS AN INDIVIDUAL

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 2025.

By: _____
Signature of Individual

Witness

Printed Name of Individual

Witness

Business Address

City/State/Zip

Business Phone Number

State of _____

County of _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization this day of _____ 2025, by _____(Name), who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp, or type as Commissioned)

OFFEROR'S CERTIFICATION LCTC RFP NO. 2025-01

WHEN OFFEROR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A FICTITIOUS OR TRADE NAME

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 2025.

Printed Name of Firm

By: _____
Signature of Owner

Witness

Printed Name of Individual

Witness

Business Address

City/State/Zip

Business Phone Number

State of _____

County of _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this day of _____ 2025 by _____(Name), who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp, or type as Commissioned

OFFEROR'S CERTIFICATION LCTC RFP NO. 2025-01

WHEN OFFEROR IS A PARTNERSHIP

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this ____ day of _____, 2025.

Printed Name of Partnership

By: _____
Signature of General or Managing Partner

Witness

Printed Name of Individual

Witness

Business Address

City/State/Zip

Business Phone Number

State of _____

County of _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this day of _____ 2025 by (Name), _____ (who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp, or type as Commissioned)

OFFEROR'S CERTIFICATION LCTC RFP NO. 2025-01

WHEN OFFEROR IS A CORPORATION

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 2025.

Printed Name of Corporation

Printed State of Incorporation

(CORPORATE SEAL)

By: _____
Signature of President or other authorized officer

ATTEST:

Printed Name of President or other authorized officer

By _____
Secretary

Address of Corporation

City/State/Zip

Business Phone Number

State of _____

County of _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this day of _____, 2025, by _____ (Name) _____ (Title) of _____ (Company Name) on behalf of the corporation, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

Notary Public

Name of Notary Public: Print, Stamp, or Type as Commissioned

OFFEROR'S QUALIFICATION STATEMENT LCTC RFP NO. 2025-01

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: Lee County Tax Collector
c/o Michele Nunes

ADDRESS: 2480 Thompson Street, 4th Floor
Ft. Myers, FL 33901

CIRCLE ONE

SUBMITTED BY: _____
NAME: _____
ADDRESS: _____
PRINCIPAL OFFICE: _____

Corporation
Partnership
Individual
Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business. (Attach corporate documents from the State of Florida (sunbiz.org) to this statement.)

The correct name of the Offeror is: _____
The address of the principal place of business is: _____

2. If Offeror is a corporation, answer the following:

a. Date of Incorporation: _____

b. State of Incorporation: _____

c. President's name: _____

d. Vice President's name: _____

e. Secretary's name: _____

f. Treasurer's name: _____

g. Name and address of Resident Agent:

3. If Offeror is an individual or a partnership, answer the following:

a. Date of organization: _____

b. Name, address and ownership units of all partners:

c. State whether general or limited partnership:

4. If Offeror is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Offeror is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

a. Under what other former names has your organization operated?

7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of this RFP. Please attach certificate of competency and/or state registration.

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

THE OFFEROR ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL AND, IF AFTER THE AWARD, TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

(Signature)

State of _____
County of _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____online notarization this _____day of _____, 2025, by _____, who is personally known to me or who has produced _____as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp, or Type as Commissioned)

Scrutinized Company Certification

I hereby swear or affirm that as of the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

- (1) This company is not participating in a boycott of Israel such that it is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
- (2) This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
 - Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
 - Have a material business relationship involving the supply of military equipment, or
 - Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
 - Have been complicit in the genocidal campaign in Darfur.
- (3) This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
 - Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
 - Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
- (4) This Company is not engaged in business operations in Cuba or Syria.

VENDOR/COMPANY NAME: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ DATE: _____

The scrutinized company list is maintained by the State Board of Administration and available at <http://www.sbafla.com/>

NON-COLLUSIVE AFFIDAVIT FORM LCTC RFP 2025-01

State of _____)

County of _____)

_____ being first duly sworn, deposes
and says that:

He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Offeror that has submitted the attached Proposal;

He/she is fully informed regarding the preparation and contents of the attached Proposal and of all pertinent circumstances regarding such Proposal;

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed, and delivered in the presence of:

Witness

Witness

By _____

Printed Name

Title

ACKNOWLEDGMENT
NON-COLLUSIVE AFFIDAVIT LCTC RFP 2025-01

State of Florida
County of _____

On this the _____ day of _____, 2025, before me by means of ___ physical presence or ___ online notarization, the undersigned Notary Public of the State of Florida, personally appeared

(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp, or
Type as Commissioned)

- Personally known to me, or
- Produced identification:

(Type of Identification Produced)

DID take an oath, or DID NOT take an oath

DRUG-FREE WORKPLACE PROGRAM FORM

In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process. In the event that none of the tied vendors have a Drug-free Workplace program in effect, LCTC reserves the right to make final Decisions in LCTC's best interest. In order to have a Drug-free Workplace Program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation.

If bidder's company has a Drug-free Workplace Program, so certify below:

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

SIGNATURE OF BIDDER: _____ **DATE:** _____

Lee County Tax Collector

E-VERIFY FORM

Project Name:	
Project No.:	

Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with LCTC; and
- c) Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination and shall be liable for any additional costs incurred by LCTC as a result of the termination.

Company Name:
Authorized Signature:
Print Name:
Title
Date:
Phone:
Email:
Website:

EXHIBIT A CHECKLIST –LCTC RFP 2025-01

NOTE:

- A) This Exhibit must be included in RFP immediately after the cover letter.
- B) RFP Package must be put together in order of this checklist.
- C) Any supplemental materials must appear after those listed below and tabbed “Additional RFP Information”.

1. _____ Transmittal Letter
2. _____ Copy of this Check List (Exhibit A)
3. _____ Rate Schedule (Exhibit B)
4. _____ Corporate History/Corporate Qualifications/Team Organizational Chart
5. _____ Corporate Qualifications
6. _____ Project Team: (Name, Title and years with firm only. **Do not include a resume here.** All resumes, if included, should be included under “Additional RFP Information” tab.)
7. _____ Personnel Assigned (Include complete organizational chart as required)
8. _____ Professional Registration
9. _____ Project Management
10. _____ Proof of Insurance
11. _____ Offeror’s Certification
12. _____ Offeror’s Qualifications Statement
13. _____ Scrutinized Companies Certificate
14. _____ Non-Collusive Affidavit
15. _____ Drug-Free Workplace Form
16. _____ Byrd Anti-Lobbying Certification
17. _____ Statement of Compliance
18. _____ E-Verify Form

EXHIBIT B

RATE SCHEDULE FOR LICENSED GENERAL CONSTRUCTION SERVICES:

Supervisor/Project Manager Labor Rate:

Regular Rate:	\$ _____/HR
Special Rate: As approved by LCTC (Weekends, Holidays, Etc.)	\$ _____/HR

Journeyman Labor Rate:

Regular Rate:	\$ _____/HR
Special Rate: As approved by LCTC (Weekends, Holidays, Etc.)	\$ _____/HR

Helper Labor Rate:

Regular Rate:	\$ _____/HR
Special Rate: As approved by LCTC (Weekends, Holidays, Etc.)	\$ _____/HR

Parts and Materials:

Percent (%) Markup over Cost	_____ %
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Specialty sub-contractors:

Percent (%) Markup over Cost	_____ %
---------------------------------	---------

Administrative Personnel:

Rate: Assist with developing bid packages/RFPs	\$ _____/HR
---	-------------

Equipment: Please refer to Item X on Page 12

Name of Bidder _____

Type of Organization _____

Address of Bidder _____

Taxpayer's Identification No. of Bidder _____

Company Telephone Number _____ Fax Number