

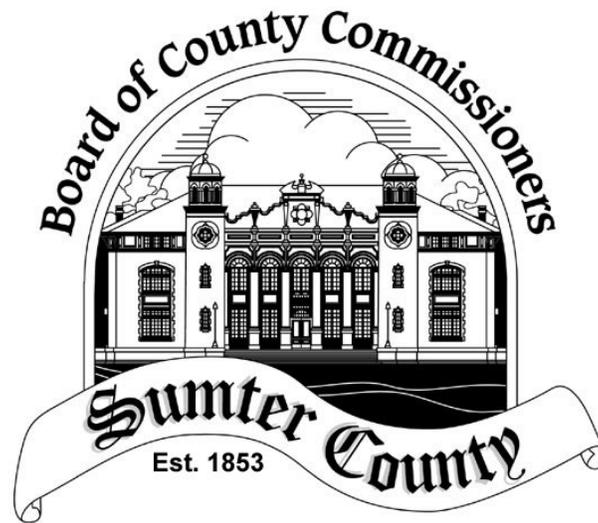
REQUEST FOR PROPOSALS

FOR

SUMTER COUNTY

Bushnell Health Department Generator

RFP # 017-0-2012/AT



Board of Sumter County Commissioners
Financial Services Department
Amanda Taylor, Financial Services Manager
7375 Powell Road
Wildwood, FL 34785

Phone (352) 689-4435 Fax (352) 689-4436
Date of Issue: June 29, 2012

CALENDAR OF EVENTS / RFP TIMELINE

Listed below are the important dates and times by which the actions noted must be completed. All dates are subject to change by the Sumter County. If Sumter County finds it necessary to change any of these dates or times prior to the proposal due date, the change will be accomplished by addendum.

<u>ACTION</u>	<u>COMPLETION DATE</u>
Issue RFP	June 29, 2012
Non Mandatory Pre-Proposal Conference and Site Visit	July 6, 2012 @ 9:00 a.m. at Public Works*
Last Day for Questions	July 13, 2012 @ 5:00 PM
Proposals Due	July 30, 2012 @ 11:00 a.m. in Suite 200*** and opened at 11:05 a.m. in room 110**
Internal Proposal Review	July 30-Aug 3, 2012
Selection Committee Meeting	August 3, 2012 @ 11:00 a.m. in room 110
Vendor Presentations and Selection Committee Meeting (If Necessary)	August 13, 2012 @ 1:00 p.m. in room 102**
Sumter County BOCC Approval	August 28, 2012
Contract Negotiations (If Necessary)	August 29, 2012

*Public Works is located at 319 E Anderson Ave., Bushnell, FL 33513.

** Room 110 and Room 102 are located on the first floor in The Villages Sumter County Service Center, 7375 Powell Road, Wildwood, FL 34785.

*** Suite 200 is located on the second floor in The Villages Sumter County Service Center, 7375 Powell Road, Wildwood, FL 34785.

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PART 1

INTENT AND GENERAL INFORMATION

REQUEST FOR PROPOSALS

Sealed proposals will be received by the Sumter County Board of County Commissioners (BOCC) located at 7375 Powell Road, Suite 200, Wildwood, FL 34785, **no later than July 30, 2012 @ 11:00am**. Proposers shall take careful notice of the following conditions of this Request for Proposal:

- Submissions by FAX or other electronic media will not be accepted under any circumstances. Late submissions will not be accepted under any circumstances.
- Submitters may withdraw and/or replace proposals at any time until the deadline for submission of proposals.
- All questions received by 5:00pm, July 13, 2012, will be considered. **Questions will not be answered over the phone.** Questions regarding the RFP process must be in writing and faxed to (352)689-4436, attention: Ms. Chris Morrison or emailed to Chris.Morrison@sumtercountyfl.gov. All Requests for Information (RFI's) regarding the construction plans or specifications must be faxed to Sumter County, Attention Ms. Chris Morrison, (352)689-4436 or emailed to Chris.Morrison@sumtercountyfl.gov.
- Any bidder affected adversely by an intended decision with respect to the award of any bid, shall file with the Financial Services Department for Sumter County, a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturdays, Sundays, and legal holidays), after the posting of the bid tabulation. Bid protest procedures may be obtained on the Sumter County website at ww.sumtercountyfl.gov or in the Financial Services Office, 7375 Powell Road, Suite 206, Wildwood, FL 34785 from 8:00 A.M. to 5:00 P.M.

PRE-PROPOSAL CONFERENCE

A Non-Mandatory Pre-Proposal Conference has been scheduled for this project. The Conference will be held on July 6, 2012. See Page #2 for time and location. Plans have been uploaded to Demandstar.com and will also be available at ARC and Mid-State Reprographics. See Page #36 for their contact information.

IT IS THE SOLE RESPONSIBILITY OF EACH CONTRACTOR TO MONITOR DEMANDSTAR.COM FOR ANY AND ALL BID DOCUMENTS, INCLUDING ADDENDUMS, ADDITIONS, REVISIONS, AND/OR CLARIFICATIONS.

OPEN RECORDS

The Sumter County BOCC is governed by Florida's public record laws, Chapter 119 of the Florida Statutes. All bids, RFP's, quotes and all solicitation documentation are open for public inspection thirty (30) days after the solicitation opening or when Sumter County BOCC provides notice of a decision or intended decision, whichever is earlier. Certain proprietary and financial information from vendors may be excluded from release under very strict circumstances. This

includes proprietary information or intellectual property as defined in F.S. 119.071 (1) (f).

VENDOR RESPONSIBILITY

Submitters are fully and completely responsible for the labeling, identification and delivery of their proposals. Sumter County BOCC will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the U. S. Postal Service.

- Submissions shipped by express delivery, or in overnight or courier envelopes, boxes, or packages must be prominently marked on the outside of such envelopes, boxes or packages with the sealed proposal identification.
- Any envelopes, boxes, or packages which are not properly labeled, identified, and prominently marked with the sealed proposal identification, may be inadvertently opened upon receipt, thereby invalidating such proposals and excluded from the official proposal opening process.
- Invitation by Sumter County BOCC to vendors is based on the recipient's specific request and application to Demandstar.com, or as the result of response by the public to the legal advertisements required by the State.
- Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind. No proposer will be reimbursed for any cost incurred as a result of preparing or submitting their proposal. Additionally, no travel expenses incurred as a result in participating in the proposal process will be reimbursed.
- 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, 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 Florida Statutes Section 287.133, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- Proposals that are incomplete, unbalanced, conditional, obscure, or which contain additions not called for, alterations, or irregularities of any kind, or which do not comply with these documents may be rejected at the option of the Sumter County BOCC.

STANDARD INSURANCE REQUIREMENTS

The Contractor shall maintain, on a primary basis and at its sole expense, at all times while performing work for Sumter County, the "Standard Insurance Requirements" described herein. Contractors responding to a Request for Proposal, Request for Qualifications, or an Invitation to Bid shall provide with their submittal, a Certificate of Insurance (COI) or a letter from the insurance company stating required coverage is obtainable. Prior to commencement of any work being done for Sumter County, a COI will be required. The requirements contained herein, as well as the County's review or acknowledgement, is not intended to and shall not in any manner limit or

qualify the liabilities and obligations assumed by the Contractor under this contract.

Financial Rating of Insurance Companies All insurance companies must have financial rating of **A-** or higher by A.M. Best with the exception of self-insured insurance companies, pursuant to F.S. 627.442. If F.S. 627.442 applies, the contractor shall provide written confirmation from the insurance company that they are self-insured.

Commercial General Liability The Contractor shall maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence and **\$2,000,000** Annual Aggregate. Due to the nature of the work involved, consultants performing program and / or contract management services are required to maintain **\$1,000,000** Each Occurrence and **\$1,000,000** Annual Aggregate. The coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Cross Liability. The self-insured retention or deductible shall not exceed \$25,000.

Business Automobile Liability The Contractor shall maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event the Contractor does not own automobiles, the Contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Worker's Compensation Insurance & Employers Liability The Contractor shall maintain its own Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. **(NOTE: Elective exemptions or coverage through an employee leasing arrangement will be on a case by case basis).**

Umbrella or Excess Liability (needed for large contracts as determined by Risk Management) The Contractor shall maintain either a Commercial Umbrella or Excess Liability at a limit of liability not less than **\$2,000,000** Each Occurrence and **\$2,000,000** Aggregate. The Contractor shall endorse the County as an "Additional Insured" on the Umbrella or Excess Liability, unless the Commercial Umbrella/Excess Liability provides coverage on a pure "True Follow-Form" basis, or the County is automatically defined as an Additional Protected Person. Any self-insured retention or deductible shall not exceed \$25,000.

Professional or E & O Liability (when applicable) The Contractor shall maintain a Professional Liability or E & O policy at a limit of liability no less than \$2,000,000. The Contractor shall endorse the County as an "Additional Insured" on the Professional and/or E & O Liability.

Additional Insured The Contractor shall endorse the County as an Additional Insured on the Commercial General Liability with a CG 2010 Additional Insured – Owners, Lessees, or Contractors, or CG2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or broader Additional Insured coverage.

In addition, the Contractor shall endorse the County as an Additional Insured under the Contractor's Commercial Umbrella/Excess Liability as required herein.

Indemnification The Contractor shall indemnify, defend and hold harmless the County, its offices, agents and employees from and against any and all claims, losses or liability, or any portion thereof, including attorney's fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to contractor's own employees or damage to property occasioned by a negligent act, omission or failure of the Contractor.

Builder's Risk (when applicable) The Contractor, prior to notice to proceed or commencement of work, whichever occurs first, shall maintain Builder's Risk insurance providing coverage to protect the interests of the County, Contractor, subcontractors, including property acquired under a sales tax incentive program, property in transit, and property on or off-premises, which shall become part of the building or project. Coverage shall be written on an All-Risk, Replacement Cost, and Completed Value Form basis in an amount at least equal to 100% of the projected completed value of the Project as well as subsequent modifications of that sum. Any flat deductible(s) shall not exceed \$25,000, any wind percentage deductible (when applicable) shall not exceed ten-percent (10%); and any flood sub limit shall not be less than 25% of the projected completed value of the project. The Contractor shall endorse the policy with a manuscript endorsement eliminating the automatic termination of coverage in the event the building is occupied in whole or in part, or put to its intended use, or partially accepted by the County. The manuscript endorsement shall amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, the County's interest in the building ceases, or the building is accepted or insured by the County.

The Contractor shall endorse the County as Additional Insured, or Loss Payee, on the Builder's Risk.

Deductibles, Coinsurance Penalties, & Self-Insured Retention The Contractor shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible amounts that exceed the amounts stated herein that are acceptable to the County, the Contractor shall, when requested by the County, maintain a Commercial Surety Bond in an amount equal to said deductible amount.

Waiver of Subrogation The Contractor shall provide a Waiver of Subrogation in favor of the County, Contractor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this Contract. When required by the insurer, or should a policy condition not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should the Contractor enter into such an agreement on a pre-loss basis.

Right to Revise or Reject The County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due to its poor financial condition or failure to operate legally. In such events, the County shall provide the

Contractor written notice of such revision or rejections.

No Representation of Coverage Adequacy The coverages, limits or endorsements required herein protect the primary interests of the County, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the Project or otherwise.

Certificate(s) of Insurance The Contractor shall provide the County with Certificate(s) of Insurance clearly evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each Certificate of Insurance. In the event the County is notified that a required insurance coverage will cancel or expire during the period of this Contract, the Contractor agrees to furnish the County prior to the expiration of such insurance, a new Certificate of Insurance evidencing replacement coverage. When notified by the County, the Contractor agrees not to continue work pursuant to this Contract, unless all required insurance remains in effect.

The County shall have the right, but not the obligation, of prohibiting the Contractor from entering the Project site until a new Certificate of Insurance is provided to the County evidencing the replacement coverage. The Contractor agrees the County reserves the right to withhold payment to the Contractor until evidence of reinstated or replacement coverage is provided to the County. If the Contractor fails to maintain the insurance as set forth herein, the Contractor agrees the County shall have the right, but not the obligation, to purchase replacement insurance, which the Contractor agrees to reimburse any premiums or expenses incurred by the County.

The Contractor agrees the Certificate(s) of Insurance shall:

1. Clearly indicate the County has been endorsed on the Commercial General Liability with a CG 2010 Additional Insured – Owners, Lessees, or Contractors, or CG 2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or greater Additional Insured coverage.
2. Clearly indicate the County is endorsed as an Additional Insured, or Loss Payee, on the Builder's Risk, and when applicable, Additional Insured on the Commercial Umbrella/Excess Liability as required herein.
3. Clearly identify each policy's limits, flat & percentage deductibles, sub limits, or self-insured retentions, which exceed the amounts or percentages set forth herein.
4. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
5. Forward original to and clearly indicate Certificate Holder and Additional Insured as follows:

Sumter County Board of County Commissioners
Attention: Financial Services Department
7375 Powell Road, Suite 206
Wildwood, FL 34785

PROPOSAL DOCUMENTS REQUIRED

The following documents and forms in the following arrangement must accompany each proposal or alternate proposal submitted:

- ❑ Proposal Cover Page. This is to be used as the first page of the RFP. This form must be fully completed and signed by an authorized officer of the vendor.
- ❑ Proposal Form. Form located in Document as Exhibit "B".
- ❑ Proposer Certification / Addenda Acknowledgement Form.
- ❑ Statement of Terms and Conditions.
- ❑ Disclosure of major Subcontractors (if required)
- ❑ A sworn, notarized Statement of Contractor's Experience and Personnel.
- ❑ A sworn, notarized Drug Free Work Place Certificate must accompany each proposal or alternate proposal.
- ❑ Anti-Collusion Statement
- ❑ E-Verify Certification Form
- ❑ Hold Harmless Agreement
- ❑ Contractor's Code Certification
- ❑ Sub-contractor's Qualification Form (if required)
- ❑ One (1) original, one (1) electronic version on a CD or Flash Drive of the original RFQ in its entirety not password protected, and three (3) copies of the original RFQ packet.
- ❑ Qualification Document Checklist of Items Required to be Submitted (This Sheet).
- ❑ A Certificate of Insurability, acceptable to the County, shall accompany each proposal or alternate proposal, in the amounts as prescribed by State and Sumter County BOCC

All insurance policies shall be written on companies authorized to do business in the State of Florida and satisfactory to the Sumter County BOCC. Prior to commencing services pursuant to the award of this proposal, the Contractor shall furnish to the Sumter County BOCC certificates of insurance showing the required coverage has been procured and paid for in advance. Within thirty (30) days prior to expiration, the Contractor shall provide the Sumter County BOCC with proof that required coverage has been extended.

Date: _____

I, _____ (name), an authorized officer of _____ (company/vendor), confirm that the above listed documents are provided in our company's proposal being submitted to Sumter County and confirm I have read and understand the RFP document in its entirety.

EXAMINATION OF PROPOSAL DOCUMENTS

- Each vendor shall carefully examine the Drawings and/or Specifications and other applicable documents, and inform himself/herself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him/her of the obligations and responsibilities assumed under the Contract.
- Should a vendor find discrepancies or ambiguities in, or omissions from the Drawings and/or Specifications, or should he/she be in doubt as to their meaning, he/she shall at once notify Sumter County BOCC in writing.

INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

- No oral interpretations will be made to any vendor as to the meaning of the Proposal/Contract Documents. Any questions or request for interpretation received by Sumter County BOCC before 5:00 pm, July 13, 2012, will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Proposal Conference (if applicable), mailed or sent by available or electronic means to all attending prospective Submitters prior to the established proposal opening date. Each Vendor shall acknowledge receipt of such addenda in the space provided on the Proposal Form.
- In case any Vendor fails to acknowledge receipt of such addenda or addendum, his/her proposal will be construed as though it had been received and acknowledged and the submission of his Proposal will constitute acknowledgment of the receipt of same. All addenda are a part of the Proposal Documents and each Vendor will be bound by such addenda, whether or not received by him/her. It is the responsibility of each Vendor to verify that he/she has received all addenda issued before Proposals are opened.
- In the case of unit price items, the quantities of work to be done and materials to be furnished under this Proposal/Contract are to be considered as approximate only and are to be used solely for the comparison of Proposals received. The Sumter County BOCC and/or CONSULTANTS do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Vendor plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other proposal documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or total prices proposal.

INSPECTION OF THE SITE

The Contractor shall visit the site only during scheduled site visits, provided on Page #2 of this RFP document. The Contractor shall thoroughly examine and familiarize themselves with the drawings, and specifications related to field conditions, the difficulties, logistical restrictions required to meet the requirements of this RFP. Deficient understanding of the existing field conditions will in no way relieve the contractor from the contractual obligations of this RFP. Any damage to existing County assets as a result of the contractors' activities will be replaced at the

sole expense of the Contractor.

SUBSTITUTIONS FOR MATERIALS AND EQUIPMENT

Request for substitutions will be considered upon written request during the RFP process but not later than July 13, 2012 at 5:00 p.m. The Contractor shall provide sufficient information for Sumter County to make a determination on the substitution request. Substitutions not approved during the RFP phase will not be allowed in the construction phase.

GOVERNING LAWS AND REGULATIONS

The vendor is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

PREPARATION OF PROPOSALS

- **Signature of the Vendor:** The Vendor must sign the Proposal forms in the space provided for the signature. If the Vendor is an individual, the words "Doing Business As _____," must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words, "Member of the Firm" should be written beneath such signature. If the Vendor is a corporation, the title of the officer signing the Proposal on behalf of the corporation must be stated and evidence of his authority to sign the Proposal must be submitted. The Vendor shall state in the Proposal Form the name and address of each person interested therein.
- **Basis for Proposal:** The price proposed for each item shall be on a total price or unit price basis according to the form of the Proposal. The proposal prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered.
- **Total Proposal Price/Total Contract Sum Proposal:** The total price proposed for the work shall be the aggregate of the total prices proposed and/or unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the Cost Quotation Form. In the event that there is a discrepancy on the Cost Quotation Form due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project Proposal amount.

PROVIDING PAYMENT AND PERFORMANCE BOND

In accordance with Florida Statute 255.05, the Sumter County Board of County Commissioners will require Payment and Performance Bond from the successful Proposer prior to commencing work in the amount of 100% of the total contract amount. The Payment and Performance Bond must be in the form of a Cashier's Check, Money Order, Certified Check, or Certified Bond from an established Bonding Agency licensed to do business in the State of Florida. "Performance Bond" means a bond of a Contractor/Vendor in which a surety guarantees to the Sumter County BOCC that the work/services will be performed in accordance with the Contract documents and may, at the discretion of the County, include a letter of credit issued by a financial institution. "Surety" means an organization which, for a consideration, promises in writing to make good the debt or default of another. The surety must hold a certificate of authority as an acceptable surety on federal bonds as published in the current Circular 570, U.S. Department of the Treasury, and the Federal Register effective July 1, annually, as amended. Any and all costs

associated with obtaining a performance bond shall be born by the proposer.

FISCAL YEAR FUNDING APPROPRIATION

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interests of the Sumter County BOCC, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the fiscal period at the time of the contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by the Sumter County BOCC of funds thereafter.

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not advertised in the price of the supplied or services delivered under the contract or otherwise recoverable.

TAX EXEMPT STATUS

The Sumter County Board of County Commissioners is a governmental agency under Florida law and exempt from Florida sales tax. The tax exempt number will be provided upon request. This exemption does not apply to goods and services purchased separately by a Contractor in connection with its contract obligations. The Contractor shall be responsible for paying any taxes, fees, or similar payments that are required to be paid in connection with the contract work.

PROTECTION OF RESIDENT WORKERS

The Sumter County BOCC actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e. citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. The Contractor must be able to verify an employee's eligibility to work in the U.S. upon demand by the Sumter County BOCC throughout the duration of the contract.

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS

The Sumter County Board of County Commissioners is a unit of local government and as such reserves the right to reject any and/or all proposals, reserves the right to waive any informalities or irregularities in the proposal or examination process, reserves the right to select low proposal per item, and reserves the right to award proposals and/or contracts in the best interest of the Sumter County Board of County Commissioners.

E- VERIFY

Sumter County requires all vendors and subcontractors providing goods and services to Sumter County, to certify that they have implemented the Federal E-Verify program for all newly hired employees. Vendors must submit written proof to Sumter County utilizing the "E-Verify Certification" form.

RIGHT TO AUDIT RECORDS

The Sumter County Board of County Commissioners shall be entitled to audit the books and records of the Contractor or any sub-contractor to the extent that such books and records relate to the performance of the Agreement or any sub-contract to the Agreement. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under the Agreement and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES

The Vendor by submitting a proposal/bid acknowledges that other public agencies may seek to "Piggy-Back" under the same terms and conditions during the effective period of any resulting contract services and/or purchases being offered in this proposal/bid for the same prices and/or terms being proposed. Vendor has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before a public agency is allowed to Piggy-Back any contract, the agency must first obtain the vendor's approval. Without the vendor's approval, the seeking agency cannot Piggy-Back.

SUPPLEMENTAL TERMS & CONDITIONS

- 1) Construction Schedule** – The awarded General Contractor shall be Substantially Complete with this project no later than Friday, December 21, 2012.
- 2) Project Contingency** – Owner's contingency – Sumter County will make the determination as to when and where this money should and can be used. The Contractor will be required to secure the Owner's approval via the Contingency Authorization Use Form. At the end of the project should any remaining funds be in this line item, those funds will reside with Sumter County and shall not be paid to the general contractor.
- 3) Subcontractor's Qualification Form** – The General Contractor shall submit Subcontractor Qualifications (if required) for those that exceed 10% of the total bid amount.
- 4) Owner Direct Purchase Program** – Sumter County reserves the right to participate in the Owner Direct Purchase Program. The Contractor shall coordinate with Sumter County to identify potential sales tax savings. This process will be accomplished in one of the two following methods.
 - a. The General Contractor will submit materials list as provided by the subcontractor, Sumter County will determine which materials will be purchased as a part of the Owner Direct Purchase Program.
 - b. Sumter County will advise the General Contractor of materials (and or labor), which the county determines to be in its best interest to purchase from the State of Florida Contracts.

PART 2

EVALUATION AND AWARD

PROPOSAL EVALUATION

This Request for Proposal includes following all the procedures in this document and sending the sealed proposal information to the Sumter County BOCC by the due date and time. Once proposals are received, the Selection Committee members will independently review each submittal and score each proposal based on the evaluation criteria. All proposals received in accordance with this Request for Proposals will be evaluated using the following criteria.

	Score	X	Weight	=	Rating
1. Contractor's Experience and Personnel	_____		.20		_____
2. Completeness	_____		.05		_____
3. Total Price	_____		.75		_____

SCORE:

0 = Non-Responsive

1 = Poor

2 = Fair

3 = Average (Included only minimum of what was asked for on subject criteria)

4 = Good

5 = Excellent

CLARIFICATION OF SCORING CRITERIA

Item # 1 Contractor's Experience and Personnel shall be scored based on conformance with the RFP and the Contract Documents.

Item # 2 Completeness – If you fail to submit all of the required documentation, you will fail to gain a positive score for these criteria items. For example, if you fail to submit a construction schedule or schedule is lacking in sufficient information to demonstrate your knowledge of the proper sequence of events, your company will not achieve all of the points associated. The same statement would be true for the product data submittals. Sumter County wants your company to demonstrate through this pre-submittal process that you have accounted for all the materials and equipment necessary to facilitate a proper installation.

Item # 3 Total Price – Price shall be scored based on Exhibit B – Proposal Form.

Do not attempt to contact any Selection Committee Member, staff member or person other than Ms. Chris Morrison for questions relating to this project. **Anyone attempting to contact Sumter County BOCC representatives will be disqualified.** The Selection Committee shall be: Scott Cottrell, Public Works Director; Chris Wert, Assistant Public Works Director of Engineering; and Richard Cobb, Facilities Maintenance Supervisor.

Recommendation of award will be sent to all submitting vendors. The award will be based on

the proposal that is most advantageous to Sumter County. All Selection Committee recommendations are subject to Board approval.

The Selection Committee will meet to evaluate proposals at 11:00 AM in Room 110 of The Villages Sumter County Service Center located at 7375 Powell Road, Wildwood, FL 34785 on August 3, 2012.

PROPOSAL AWARD

Submitters and vendors registered through www.demandstar.com will have access to award documents via the website. All others wishing to receive an official tabulation of the results of the opening of this Proposal are to submit a self-addressed, stamped business size (No. 10) envelope. Proposal results may also be requested by telephone, fax or electronic media.

PART 3 PROPOSAL SUBMITTAL

An original (1), three (3) copies, and one (1) electronic version on a CD not password protected (for a total of 5), of each proposal or alternate proposal shall be submitted in a sealed envelope, prominently marked on the outside with the words, “**RFP 017-0-2012/AT Bushnell Health Department Generator**” with the firm name and return address. Proposals submitted in express, overnight or courier envelopes, boxes or packages must be prominently marked on the outside with the words, “**RFP # 017-0-2012/AT Bushnell Health Department Generator**” and the contents sealed as required.

- Deadline for Submissions in response to this Request for Proposals: Proposals must be received no later than 11:00a.m. on July 30, 2012 . Proposals submitted by FAX or other electronic media will not be accepted under any circumstances. **Late proposals will not be accepted, and will be returned, unopened, to the proposer, at the proposer’s expense.**
- Any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of any public building or public work, may not submit proposals on leases of real property to a public entity crime, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of ten thousand dollars, (\$10,000.00) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list, pursuant to paragraph 2a of Section 287.133, Florida Statutes.
- The Sumter County Board of County Commissioner as a unit of local government reserves the right to reject any and/or all proposals, reserves the right to waive any informalities or irregularities in the proposal or evaluation process, and reserves the right to award contract(s) in the best interest of the Sumter County BOCC.

PAGE SPECIFICATIONS

- Page Limit – None.
- Page Size – 8 ½ x 11; oversized or pullout pages must be folded to accommodate this size.
- Binding – Shall be neat, professional and appropriate for the document’s thickness.
- Professional Cover Page – Not required but acceptable. If used, the cover page shall indicate the name and number of the solicitation. It shall NOT be used as a replacement for the Proposal Cover Page listed herein.
- Original Document – Shall have original signatures and be clearly noted ORIGINAL on the cover.

**PART 4
PROPOSAL DOCUMENTS
PROPOSAL COVER PAGE**

Name of Firm, Entity or Organization:
Federal Employer Identification Number (FEIN): State of Florida License Number (If Applicable): Name of Contact Person: Title: E-Mail Address:
Mailing Address: Street Address (if different): City, State, Zip: Telephone: _____ Fax: _____
Organizational Structure – Please Check One: Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other <input type="checkbox"/> If Corporation: Date of Incorporation: _____ State of Incorporation: _____ States Registered in as Foreign Corporation:
Authorized Signature: Print Name: _____ Signature: _____ Title: _____ Phone: _____
<i>This document must be completed and returned with your Submittal.</i>

PROPOSER'S CERTIFICATION

Submit To: Sumter County Board of County Commissioners 7375 Powell Road Wildwood,, FL 34785 Phone 352-689-4400 Fax 352-689-4401	SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS REQUEST FOR PROPOSAL (RFP) CERTIFICATION AND ADDENDA ACKNOWLEDGMENT			
DUE DATE: July 30, 2012	DUE TIME: 11:00 AM	RFP # 017-0-2012/AT		
TITLE: Bushnell Health Department Generator				
VENDOR NAME:	PHONE NUMBER:			
VENDOR MAILING ADDRESS:	FAX NUMBER:			
CITY/STATE/ZIP:	E-MAIL ADDRESS:			
<p>"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this RFP and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for assessment of liquidated damages claims. I further certify that the services will meet or exceed the RFP requirements. I, the undersigned, declare that I have carefully examined the RFP, specifications, terms and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this RFP with any other Offeror and have not colluded with any Offerors or parties to an RFP whatsoever for any fraudulent purpose."</p>				
_____	_____	_____	_____	_____
Addendum #	Addendum #	Addendum #	Addendum #	Addendum #
<p>"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an RFP for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the RFP, including but not limited to certification requirements. In conducting offers with an agency for Sumter County Board of County Commissioners (BOCC), respondent agrees that if this proposal is accepted, the respondent will convey, sell, assign, or transfer to the Sumter County BOCC all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the COUNTY. At the Sumter County BOCC discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent."</p>				
_____	_____	_____		
Authorized Agent Name, Title (Print)	Authorized Signature	Date		
<i>This document must be completed and returned with your Submittal</i>				

Statement of Terms and Conditions / This document must be completed and returned with your Submittal.

PUBLIC ENTITY CRIME: 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 Proposal/Bid on a contract to provide any goods or services to a public entity, for the construction or repair of a public building or public work, may not submit Proposals/Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, 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 287.133, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

INDEMNIFICATION: The Contractor agrees to indemnify and hold harmless Board of Sumter County Commissioners, and their elected officials, employees and volunteers from and against all claims, losses and expenses, including legal costs, arising out of or resulting from, the performance of this contract, provided that any such claims, damage, loss of expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the tenant.

PROHIBITION OF LOBBYING: During the black out period which is, the period between the time the submittals for Invitation to Bid or the Request for Proposal, or Qualifications, or information, as applicable, are received at Contracts / Purchasing and the time the Board awards the contract, no proposer, no lobbyist, principal, or other person may lobby, on behalf of a competing party in a particular procurement matter, any member of the Board, or any Board employee other than the Financial Services Manager. Violation of this provision may result in disqualification of violating party. All questions regarding this Request for Proposal (RFP) or Invitation to Bid (IBID) must be submitted in writing to the Board's Financial Services Manager.

ANTI TRUST LAWS: By submission of a signed RFP or IBID, the successful Vendor acknowledges compliance with all antitrust laws of the United States and the State of Florida, in order to protect the public from restraint of trade, which illegally increases prices.

CONFLICT OF INTEREST: The award of the contract hereunder is subject to the provisions of Chapter 112 of the Florida Statutes. Vendors shall disclose the name of any Officer, Director, Partner, Associate, or Agent who is also an Officer, Appointee, or Employee of any of the Boards at the time of the RFP or IBID, or at the time of occurrence of the Conflict of Interest thereafter.

INTERPRETATION, CLARIFICATIONS AND ADDENDA: No oral interpretations will be made to any vendor as to the meaning of the RFP/IBID Contract Documents. Any inquiry or request for interpretation received by the Financial Services Manager before the date listed herein will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Proposal/Pre-Bid Conference, mailed or sent by available or electronic means to all attending prospective Submitters prior to the established RFP/IBID opening date. Each Vendor shall acknowledge receipt of such addenda in the space provided. In case any Proposer/Bidder fails to acknowledge receipt of such addenda or addendum, his offer will nevertheless be construed as though it had been received and acknowledged and the submission of his bid will constitute acknowledgment of the receipt of same. All addenda are a part of the RFP/IBID FORMS and each Proposer/Bidder will be bound by such addenda, whether or not received by him. It is the responsibility of each proposer/bidder to verify that he has received all addenda issued before RFP's/IBID's are opened. In the case of unit price items, the quantities of work to be done and materials to be furnished under this RFP/IBID Contract are to be considered as approximate only and are to be used solely for the comparison of RFP's/IBID's received. The Board and/or his CONSULTANT do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Vendor plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other Proposal/IBID Documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or total prices bid.

GOVERNING LAWS AND REGULATIONS: The vendor is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

PROPRIETARY/CONFIDENTIAL INFORMATION: Vendors are hereby notified that all information submitted as part of, or in support of RFP's/IBID's, will be available for public inspection ten days after opening of the RFP's/IBID's or until a short list is recommended whichever comes first, in compliance with Chapter 119, and 287 of the Florida Statutes. Any person wishing to view the RFP's/IBID's must make an appointment by calling the Financial Services Manager at (352) 793-0200. All RFP's/IBID's submitted in response to this solicitation become the property of the Board. Unless information submitted is proprietary, copy written, trademarked, or patented, the Board reserves the right to utilize any or all information, ideas, conceptions, or portions of any RFP/IBID, in its best interest.

TAXES: The Board of Sumter County Commissioners is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request.

NON-COLLUSION DECLARATION: By signing this RFP/IBID, all Vendors shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the work for which their RFP/IBID has been submitted; or to refrain from Bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the RFP/IBID or of any other Bidder, or to fix any overhead, profit, or cost elements of the RFP/IBID price or the RFP/IBID price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested in the proposed work.

PROPOSER RESPONSIBILITY: Invitation by the Boards to vendors is based on the recipient's specific request and application to DemandStar by Onvia at www.DemandStar.com [(800) 711-1712] or as the result of response by the public to the legal advertisements required by State law. Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind.

OWNERSHIP OF SUBMITTALS: All responses, inquiries or correspondence relating to or in reference to this RFP/IBID, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the vendors will become the property of the Board. Reference to literature submitted with a previous RFP/IBID will not relieve the Bidder from including any required documents with this RFP/IBID.

EXAMINATION OF BID DOCUMENTS: Each Bidder shall carefully examine the RFP/IBID Document to ensure all pages have been received, all drawings and/or Specifications and other applicable documents are included, and shall inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him of the obligations and responsibilities assumed under the Contract.

VENDOR RESPONSIBILITY: Vendors are fully and completely responsible for the labeling, identification and delivery of their submittals. The Financial Services Manager will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the US Postal Service.

DRUG FREE WORKPLACE: All Proposers/Bidders shall submit the enclosed, duly signed and notarized form entitled "Drug Free Workplace Certificate". The Drug Free Workplace Vendor shall have the burden of demonstrating that his program complies with Section 287.087 of the Florida Statutes, and any other applicable state law.

BOARD OF SUMTER COUNTY COMMISSIONERS, are political subdivisions of the State of Florida, and reserve the right to reject any and/or all submittals, reserve the right to waive any informalities or irregularities in the examination process, and reserve the right to award contracts and/or in the best interest of the Boards. Submittals not meeting stated minimum terms and qualifications may be rejected by the Boards as non-responsive. The Boards reserve the right to reject any or all submittals without cause. The Boards reserves the right to reject the submission of any Vendor in arrears or in default upon any debt or contract to the Boards, or who has failed to perform faithfully any previous contract with the Boards or with other governmental agencies.

PUBLIC RECORDS LAW: Correspondence, materials and documents received pursuant to this RFP/IBID become public records subject to the provisions of Chapter 119, Florida Statutes.

VERIFICATION OF TIME: Nextel time is hereby established as the Official Time of the Boards.

PREPARATION OF PROPOSALS/IBIDS:

Signature of the Bidder: The Bidder must sign the RFP/IBID FORMS in the space provided for the signature. If the Proposer/Bidder is an individual, the words "doing business as _____" must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words, "Member of the Firm" should be written beneath such signature. If the Proposer/Bidder is a corporation, the title of the officer signing the RFP/IBID on behalf of the corporation must be stated and evidence of his authority to sign the RFP/IBID must be submitted. The Proposer/Bidder shall state in the RFP/IBID FORMS the name and address of each person interested therein.

Basis for Bidding: The price proposed for each item shall be on a total price or unit price basis according to specifications on the RFP/IBID FORM. The proposed prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered, unless otherwise provided herein.

Total Proposed Price/Total Contract Sum Proposed: If applicable, the total price bid for the work shall be the aggregate of the total prices proposed and/or unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the RFP/IBID FORM. In the event that there is a discrepancy on the RFP/IBID FORM due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount.

TABULATION: Those wishing to receive an official tabulation of the results of the opening of this RFP/IBID are to submit a self-addressed, stamped business size (No. 10) envelope, prominently marked on the front lower left side, with the RFP identification. Tabulation requested by telephone, fax or electronic media will not be accepted.

OBLIGATION OF WINNING BIDDER: The contents of the RFP/IBID of the successful proposer/bidder will become contractual obligations if acquisition action ensues. Failure of the successful Proposer/Bidder to accept these obligations in a contract may result in cancellation of the award and such vendor may be removed from future participation.

AWARD OF BID: It is the Boards' intent to select a vendor within **sixty (60) calendar days** of the deadline for receipt of Proposals/Bids. However, Proposals/Bids must be firm and valid for award for at least **ninety (90) calendar days** after the deadline for receipt of the RFP/IBID.

ADDITIONAL REQUIREMENTS: The firms shall furnish such additional information as the Boards may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The Boards reserve the right to make investigations of the qualifications of the firm as it deems appropriate.

PREPARATION COSTS: The Boards shall not be obligated or be liable for any costs incurred by Proposers/Bidders prior to issuance of a contract. All costs to prepare and submit a response to this RFP/IBID shall be borne by the Proposer/Bidder.

TIMELINESS: All work will commence upon authorization from the Boards' representative (Financial Services Manager). All work will proceed in a timely manner without delays. The Contractor shall commence the work UPON RECEIPT OF NOTICE TO PROCEED and/or ORDER PLACED (PURCHASE ORDER PRESENTED), and shall deliver in accordance to the terms and conditions outlined and agreed upon herein.

DELIVERY: All prices shall be FOB Destination, Sumter County, Florida, inside delivery unless otherwise specified.

ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES ("PIGGY-BACK"):

The Vendor by submitting a Bid acknowledges that other Public Agencies may seek to "Piggy-Back" under the same terms and conditions, during the effective period of any resulting contract – services and/or purchases being offered in this Bid, for the same prices and/or terms proposed. Vendor has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before a Public Agency is allowed to Piggy-Back any contract, the Agency must first obtain the vendor's approval – without the vendor's approval, the seeking Agency cannot Piggy-Back.

PLANS, FORMS & SPECIFICATIONS: Bid Packages are available from the Financial Services Manager. These packages are available for pickup or by mail. If requested to mail, the Proposer/Bidder must supply a courier account number (UPS, FedEx, etc). Proposers/Bidders are required to use the official RFP/IBID FORMS, and all attachments itemized herein, are to be submitted as a single document. Any variation from the minimum specifications must be clearly stated on the RFP/IBID FORM and/or Exceptions/Deviations Sheet(s). Only one set of plans, forms, and specifications will be furnished each company or corporation interested in submitting a proposal/bid. RFP/IBID FORM documents for this project are free of charge and are available on-line and are downloadable (vendor must pay any DemandStar fees or any shipping).

MANUFACTURER'S NAME AND APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The Proposer/Bidder may offer any brand for which he is an authorized representative, which meets or exceeds the RFP/IBID specification for any item(s). If RFP's/IBID's are based on equivalent products, indicate on the RFP/IBID FORM the manufacturer's product name and literature, and/or complete specifications. Reference to literature submitted with a previous RFP/IBID will not satisfy this provision. The Proposer/Bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. RFP's/IBID's which do not comply with these requirements are subject to rejection. RFP's/IBID's lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the RFP/IBID FORM. The Financial Services Manager is to be notified, in writing, of any proposed changes in materials used, manufacturing process, or construction. However, changes shall not be binding upon the Boards unless evidenced by a Change Notice issued and signed by the Financial Services Manager, or designated representative.

QUANTITIES: The quantities as specified in this RFP/IBID are estimates only and are not to be construed as guaranteed minimums.

SAMPLES: Samples of items, when called for, shall be furnished free of expense, and if not destroyed may, upon request, be returned at the Proposer's/Bidder's expense. Each sample shall be labeled with the Proposer's/Bidder's name, manufacturer brand name and number, RFP/IBID number and item reference. Samples of successful Proposer's/Bidder's items may remain on file for the term of the contract. Request for return of samples shall be accompanied by instructions which include shipping authorization and must be received at time of opening. Samples not returned may be disposed of by the Boards within a reasonable time as deemed appropriate.

DOCUMENT RE-CREATION: Vendor may choose to re-create any document(s) required for this solicitation, but must do so at his own risk. All required information in the original Board format must be included in any re-created document. Submittals may be deemed non-responsive if required information is not included in any re-created document.

ACKNOWLEDGED:

(Signature and Date)

STATEMENT OF CONTRACTOR'S EXPERIENCE AND PERSONNEL

(Contractor may also provide any supplemental company or personnel information that will assist the Selection Committee in evaluating your proposal).

CONTRACTOR: _____

DATE: _____

How many years has your organization been in business as a contractor under your present business name? _____

List all previous business names of your organization:

How many years of experience? _____

Prime Contractor _____ Subcontractor _____

List all officers and directors of your organization:

NAME	POSITION/TITLE

Have you ever failed to complete any work awarded to you in the last 3 years?

Yes _____ No _____. If yes, where and why?

EXPERIENCE

1. Describe any experience of the principal individuals (Foremen, Superintendents, etc.) who are responsible for the actual
2. contracting work of your organization?

Name	Position

Type of Work	Yrs. Experience	Yrs. With Firm

Name _____ Position _____

Type of Work _____ Yrs. Experience _____ Yrs. With Firm _____

Name _____ Position _____

Type of Work _____ Yrs. Experience _____ Yrs. With Firm _____

Name _____ Position _____

Type of Work _____ Yrs. Experience _____ Yrs. With Firm _____

Name _____ Position _____

Type of Work _____ Yrs. Experience _____ Yrs. With Firm _____

3. List/describe five (5) contracts that you currently have or have recently completed.

Project _____	Location _____
Date _____	Contract Amount _____
Project Architect Contact Name and Phone Number _____	
Owner's Contact Name and Phone Number _____	

Project _____	Location _____
Date _____	Contract Amount _____
Project Architect Contact Name and Phone Number _____	
Contact Name and Phone Number _____	

Project	Location
Date	Contract Amount
Project Architect Contact Name and Phone Number	
Contact Name and Phone Number	

Project	Location
Date	Contract Amount
Project Architect Contact Name and Phone Number	
Contact Name and Phone Number	

Project	Location
Date	Contract Amount
Project Architect Contact Name and Phone Number	
Contact Name and Phone Number	

CONTRACTOR'S AFFIDAVIT

State of Florida
 County of _____

Before me personally appeared _____ who is *(title)* _____
 of *(the company described herein)* _____ being duly sworn, deposes and say that the foregoing statements
 are a true and accurate statement of the position of said organization as of the date thereof, and, that the statements and answers
 to the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/she understands that
 intentional inclusion of false, deceptive, or fraudulent statements of this application constitutes fraud; and, agrees to furnish any
 pertinent information requested by The Sumter County Board of County Commissioner deemed necessary to verify the statements
 made in this application or regarding the ability, standing and general reputation of the applicant.

Personally Known _____ or Produced Identification _____

Sworn to and subscribed before me this _____ day of _____, 2009

 NOTARY PUBLIC - STATE OF FLORIDA
 (Signature of Notary Public)

 (Print Name of Notary Public)

(seal)

This document must be completed and returned with your Submittal.

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,

(print or type name of firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm’s policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under proposal or bid, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal or bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires 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 so convicted.
 - Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.
- “As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein”.

Authorized Signature

Date Signed

State of: _____

County of: _____

Sworn to and subscribed before me this _____ day of _____, 20__

Personally known _____ or Produced Identification _____
(Specify Type of Identification)

Signature of Notary

My Commission Expires _____

(seal)

This document must be completed and returned with your Submittal.

HOLD HARMLESS AGREEMENT

The Contractor/Vendor is required to purchase and maintain minimum limits of \$1,000,000 per occurrence for all liability, which includes general liability and, if applicable, automobile liability. Other coverage may be required where applicable.

The Contractor/Vendor agrees to hold the Board of Sumter County Commissioners harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from, arising out of the agreement, unless such claims are a result of the County's sole negligence.

The Contractor/Vendor shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease. Even if the Contractor/Vendor is not required by state law to secure workers' compensation insurance, the Contractor/Vendor shall purchase and maintain worker's compensation insurance in order to perform or provide services to Sumter County. This is the standard requirement however; the Financial Services Department can perform a special review as needed on a case-by-case basis for the Contractor/Vendor.

The Contractor/Vendor shall also purchase any other coverage required by law for the benefit of employees.

Required insurance shall be documented in Certificates of Insurance and shall be provided to the County representative requesting the service.

By signature upon this form the Contractor/Vendor stipulates that he/she agrees to the Hold Harmless Agreement, and to abide by all insurance requirements.

Contractor/Vendor-Print Name

Signature

Project Name

Date

The effective dates of this Hold Harmless Agreement shall be for the current Fiscal Year.

This document must be completed and returned with your Submittal

DISCLOSURE OF MAJOR SUBCONTRACTORS

Please list all Major Subcontractors to be used in connection with performance of this contract.

Name of Firm Submitting Proposal:

(Print or Type)

Name of Person Submitting Proposal:

(Print or Type)

Please list all Subcontractors, or Material \ Equipment Suppliers to be used in connection with performance of this contract. Attach additional sheets as necessary.

Name of Firm or Agency:

Address:

Telephone:

Contractor's License number

Contact Name / Title:

Name of Firm or Agency:

Address:

Telephone:

Contractor's License number

Contact Name / Title:

Name of Firm or Agency:

Address:

Telephone:

Contractor's License number

Contact Name / Title:

Name of Firm or Agency:

Address:

Telephone:

Contractor's License number

Contact Name / Title:

Name of Firm or Agency:

Address:

Telephone:

Contractor's License number

Contact Name / Title:

This document must be completed and returned with your Submittal

SUBCONTRACTOR QUALIFICATIONS

BUSINESS INFORMATION	
DATE BUSINESS STARTED:	COMPANY NAME:
PHYSICAL ADDRESS:	MAILING ADDRESS:
PRINCIPAL OF FIRM/TITLE:	EMAIL ADDRESS:
PHONE NUMBER:	FAX NUMBER:
FEDERAL TAX ID #:	YEARS IN BUSINESS:
GEOGRAPHIC AREA OF BUSINESS:	TOTAL NUMBER OF EMPLOYEES
% OF WORK DONE WITH OWN FORCES:	TYPE OF COMPANY:
	Subcontractor Supplier Other
Corporation Partnership Individual Joint Venture Other	
CONTRACTING SCOPE:	

CONTACT INFORMATION		
GENERAL CONTACT PERSON:	MOBILE NUMBER:	EMAIL ADDRESS:
ESTIMATOR / PROJECT MANAGER:	MOBILE NUMBER:	EMAIL ADDRESS:

LICENSES		
LICENSE #:	JURISDICTION:	CATEGORY:

INSURANCE		
GENERAL LIABILITY:	WORKER'S COMPENSATION:	AUTOMOBILE:

SAFETY		
Does Sub-Contractor have a written Safety Program?	Yes	No
In the previous (3) years, has Sub-Contractor been cited for a serious violation?	Yes	No

WORK HISTORY				
CURRENT PROJECTS				
PROJECT NAME:	CONTRACT:	SCOPE:	G.C.:	CONTACT PERSON:
PROJECT NAME:	CONTRACT:	SCOPE:	G.C.:	CONTACT PERSON:
PROJECT NAME:	CONTRACT:	SCOPE:	G.C.:	CONTACT PERSON:

PAST PROJECTS				
PROJECT NAME:	CONTRACT:	SCOPE:	G.C.:	CONTACT PERSON:
PROJECT NAME:	CONTRACT:	SCOPE:	G.C.:	CONTACT PERSON:
PROJECT NAME:	CONTRACT:	SCOPE:	G.C.:	CONTACT PERSON:
PROJECT NAME:	CONTRACT:	SCOPE:	G.C.:	CONTACT PERSON:
PROJECT NAME:	CONTRACT:	SCOPE:	G.C.:	CONTACT PERSON:
PROJECT NAME:	CONTRACT:	SCOPE:	G.C.:	CONTACT PERSON:

PROJECT NAME:	CONTRACT:	SCOPE:	G.C.:	CONTACT PERSON:
PROJECT NAME:	CONTRACT:	SCOPE:	G.C.:	CONTACT PERSON:

SUPPLIERS			
COMPANY:	ADDRESS:	PHONE:	FAX:
COMPANY:	ADDRESS:	PHONE:	FAX:
COMPANY:	ADDRESS:	PHONE:	FAX:
COMPANY:	ADDRESS:	PHONE:	FAX:
COMPANY:	ADDRESS:	PHONE:	FAX:

BANK/ FINANCIAL INFORMATION				
BANK NAME:	ADDRESS:	PHONE:	FAX:	CONTACT PERSON:
Is Sub-Contractor in compliance with EEO requirements?			Yes	No
Has Sub-Contractor ever failed to complete a contract?			Yes	No
Has Sub-Contractor ever been involved in bankruptcy?			Yes	No
Has Sub-Contractor ever had pending judgment claims or suits?			Yes	No

SITE SUPERVISION RESUMES

Attach the resumes for persons responsible for project site supervision.

E-Verify Vendor/Contractor/Subcontractor Certification

The Sumter County Board of County Commissioners has mandated that effective August 1, 2012, all vendors, contractors and subcontractors doing business with Sumter County must certify that they have implemented the federal E-Verify program.

E-Verify is a federal system established by the Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees. Detailed E-Verify program information for employers can be found at <http://www.dhs.gov/e-verify>.

Prior to providing goods or services to Sumter County, vendors must certify compliance with the federal E-Verify program. In the case of contractors, this includes obtaining written certification from all subcontractors who will participate in the performance of the contract. The certification below has been prepared for all vendors and contractors to use for this purpose. All subcontractor certifications must be kept on file with the contract vendor and made available to the state and/or County upon request.

CERTIFICATION (In accordance with Executive Order No. 11-02)

I certify that the company shown below is in compliance with the above statement and that I am authorized to sign on its behalf.

Name of Company: _____

Authorized signature: _____

Printed name & Title: _____

Address: _____

Date: _____

Telephone Number: _____

E-mail address: _____

Sumter County reserves the right to determine how it will respond to any instances of non-compliance or false certification of compliance. Potential County actions include, but are not limited to, cancellation of the contract and/or suspending or debarring the contract vendor from performing services in any aspect to the County.

Please send the completed form to the Financial Services Department, 7375 Powell Road, Suite 206, Wildwood, FL 34785, or fax the form to (352)-689-4436. Once the form is received by the Financial Services Department the completed form will remain on file according to the Sumter County Retention Policy.

Please contact the Financial Services Department at 352-689-4435 with questions regarding this requirement.

The effective dates of this E-Verify Form shall be for the current fiscal year.

ANTI-COLLUSION STATEMENT

By signing this form, the vendor agrees that this quote is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a quote for the same purpose and that the quote is in all respects fair and without collusion or fraud,

IT IS AGREED BY THE UNDERSIGNED VENDOR. THAT THE SIGNING AND DELIVERY OF THE QUOTE REPRESENTS THE VENDOR'S ACCEPTANCE. OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDOR AND THE BOARD OF SUMTER COUNTY COMMISSIONERS

NAME OF FIRM: _____

[Sign in ink in the space provided below]

SIGNED BY: _____

TITLE: _____

ADDRESS: _____

CITY & STATE: _____

TELEPHONE: _____

NO quotes _____ will
be withdrawn for a period of sixty (60) days subsequent to the opening of quotes, without the
consent of the Board of Sumter County Commissioners,

NO QUOTE (Reason):

This document must be completed and returned with your Submittal

CONTRACTOR’S CODE CERTIFICATION:

Compliance with the prevailing code requirements -- The contractor and subcontractors acknowledges that they are a license construction professional, who will comply with all codes or government agencies having jurisdiction on these projects, as indicated on the attached Contractor’s Code Certification. Sumter County strongly encourages that this Certifications for be include in all subcontract’s contract as they will be just as responsible as the General Contractor for compliance.

Statement of contractor’s certification; that all work will be performed in accordance with all current codes.

This requirement shall include but not be limited to all codes governing this project federal, state, county, cities and local codes and regulations, **regardless whether the code requirements are or are not shown in the drawings and specifications**. The contractor acknowledges they are a license construction professional, who will comply with all codes or government agencies having jurisdiction on this project and therefore are responsible to know and comply with all codes.

As it is not the responsibility of the architect or Sumter County to ensure that contractor and subcontractors maintain their knowledge of the prevailing codes, the contractor shall not request a change order for compliance with the codes, nor shall Sumter County consider any request for a change order to comply with all current codes.

<p>Authorized Signature:</p> <p>Contractor’s Name: _____</p> <p>Print Name: _____</p> <p>Signature: _____</p> <p>Title: _____</p> <p>Phone: _____</p>

This document must be completed and returned with your Submittal

STATEMENT OF "NO PROPOSAL"
RFP # 017-0-2012/AT

If you do not intend to submit a proposal for this project, please complete and return this form prior to date shown for receipt of proposals to: Sumter County BOCC, 7375 Powell Road, Wildwood, FL 34785. Attn: Ms. Chris Morrison.

We, the undersigned, have declined to submit a proposal for your **RFP # 017-0-2012/AT Bushnell Health Department Generator** for the following reasons:

- _____ Specifications are too "tight", i.e. geared toward one brand or manufacturer only (please explain reason below)
- _____ Insufficient time to respond to Request for Proposals.
- _____ We do not offer this product/s or equivalent.
- _____ Remove us from your vendor's list for this commodity or service.
- _____ Our product schedule would not permit us to perform to specifications.
- _____ Unable to meet specifications.
- _____ Unable to meet insurance requirements.
- _____ Specifications unclear (please explain below).
- _____ Competition restricted by pre-approved owner standards.
- _____ Other (please specify below or attach a separate sheet).

Remarks:

"We understand that if this "No Proposal" letter is not executed and returned, our name may be deleted from the list of qualified proposers for the owner for future projects or commodities."

Company Name: _____

Address: _____

Signature and Title:

Telephone Number _____ Date _____

PART 5 SCOPE OF SERVICES

The Sumter County Board of County Commissioners is requesting proposals from qualified firms for **RFP # 017-0-2012/AT Bushnell Health Department Generator**.

This RFP consist of:

Contractor shall provide all permits, materials, labor, equipment, connections, temporary connections, equipment, and supervision necessary to finish the complete procurement and installation of a new standby generator and transfer system at the Bushnell Health Department. The Contractor will also be responsible to remove, transport, and relocate the existing Bushnell Health Department generator to a location within the city limits of Bushnell. The contractor will be responsible to coordinate all related work activities necessary so that there is minimal impact to the Health Departments operations.

All work shall be in accordance with the attached drawings and specifications.

PLANS / SPECIFICATIONS

Construction documents are available on Demandstar.com and at the following locations:

- 1) ARC, 304A SW Broadway Street, Ocala, FL 34473 Ph: 352-622-5039. (Or at other ARC locations)
- 2) Mid-State Reprographics, Ocala FL 19 NW 8th Street, Ocala FL 34475 Ph: 352-351-5292

CONSTRUCTION SCHEDULE

The construction period shall be as indicated by project, by calendar days from Notice to Proceed to substantial completion for issuance of Building Certificate of Occupancy. Weather delays will be given where such delays exceed published national weather service norms for the same period, per the terms of the contract documents. Note comments in existing facilities regarding working hours.

EXISTING FACILITIES

The Contractor must consider the following with this facility:

The Bushnell Health Department is an occupied facility whose operations must not be adversely impacted. The contractor must coordinate any power outages with the Owner's approval prior to any power outage.

SITE CLEANLINESS AND CONDITION

All areas shall be kept free of litter and/or construction debris. The contractor and workers are to be aware of site conditions and keep a neat and clean appearance at all times.

PERMITS / LICENSES

Building permits **ARE** required for this project. Obtaining the necessary permits and payment of

related state fees will be the responsibility of the Contractor. All county fees will be waived. Sumter County is the local authority and jurisdiction of this project.

CONTRACT INFORMATION -- Please see the *Draft* Contract Document titled "AIA Document A101 and 201 - 1997 / 2007 Standard Form of Agreement between Owner and Contractor". These are the contract documents that will be used between the County and the Successful Firm for contracting purposes.

**SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
AIA CONTRACT A101-1997 & AIA 201-1997**

SUPPLEMENTARY TERMS & CONDITIONS:

AIA A201 – 1997 – 1997 DOCUMENTS

ARTICLE 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES – ADD

3.10.4 THE CONTRACTOR SHALL SUBMIT EACH MONTH WITH THEIR MONTHLY APPLICATION FOR PAYMENT A UPDATE CPM SCHEDULE.

ARTICLE 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES – ADD

3.12.11 THE CONTRACTOR SHALL SUBMIT ONE ADDITIONAL COPY OF EACH SHOP DRAWINGS OR PRODUCT DATA SUBMITTAL, ONCE THE CONTRACTOR HAS RECEIVED APPROVAL FROM THE ARCHITECT FOR EACH HE SHALL FORWARD THAT DOCUMENT TO SUMTER COUNTY FOR THEIR PROJECT RECORDS FILE. THIS PROVISION WILL NOT BE A SUBSTITUTE FOR SAME DOCUMENTS REQUIRED BY THE CONTRACT CLOSE-OUT PROVISION. THE CONTRACTOR SHALL PROVIDE A HARD WRITTEN OR PHOTOCOPY SET OF SUBMITTAL AND WILL PROVIDE THE SAME INFORMATION IN A PDF, FORMAT TO SUMTER COUNTY.

ARTICLE 4.6 ARBITRATION - ADD

ALL REFERENCE TO ARBITRATION (SECTIONS 4.6.1. THRU SECTION 4.6.6) SHALL BE STRICKEN FROM THE CONTRACT. IF THE PARTIES CANNOT RESOLVE THEIR DISPUTE THROUGH MEDIATIONS THEN, ANY AND ALL DISPUTE SHALL BE RESOLVED IN A COURT OF SUMTER COUNTY, FLORIDA.

Part 6 EXHIBITS

Exhibit A Drawings & Specifications

Index of Drawings

The Index of Drawings will be posted on Demand Star at www.demandstar.com as a separate document for each listed below. Drawing date is as of MAY 16, 2012.

- 1) E-1 ELECTRICAL SITE PLAN
- 2) E-2 ELECTRICAL RISER DIAGRAM
- 3) E-3 GENERATOR DETAILS

Project Specifications

The Project Specifications will be posted on Demand Star at www.demandstar.com as a separate document. The Project Specifications book dated May 16, 2012.

- 1) PROJECT SPECIFICATIONS

PART 6 EXHIBITS

Exhibit B Proposal Form

To: Bradley Arnold, County Administrator
7375 Powell Road, Wildwood, FL 34785
Telephone: (352) 689-4435
Fax: (352) 689-4436

Re: **RFP # 017-0-2012/AT Bushnell Health Department Generator**

Dear Mr. Arnold:

1. Having carefully examined all the drawings and specifications prepared by Architecture Studio Inc for each of the projects listed above:
And being familiar with the premises affecting the work, the undersigned proposes and hereby agrees to furnish all labor and material and to perform all work in accordance with said documents for the Total Price Amount of:

_____ Dollars (\$_____)
2. The construction period shall be agree to as indicated by project, by calendar days, from Notice to Proceed to substantial completion for issuance of Building Certificate of Occupancy. Weather delays will be given where such delays exceed published national weather service norms for the same period, per the terms of the contract documents.
3. In submitting this Proposal, it is understood that the right is reserved by the Board of Sumter County Commissioners to reject any and all proposals.
4. The Contractor hereby acknowledges the receipt of Addenda No. ____ issued during the proposal period and certifies their inclusion in the proposal. (Indicate "NONE" if no addendums were received).
5. The Undersigned agrees that this proposal will hold good for sixty (60) days from due date.
6. All request for information (RFI's) will be sent to Ms. Chris Morrison for response.

Date: _____

Contractor
By: _____
Title: _____
Telephone: _____
Address: _____

