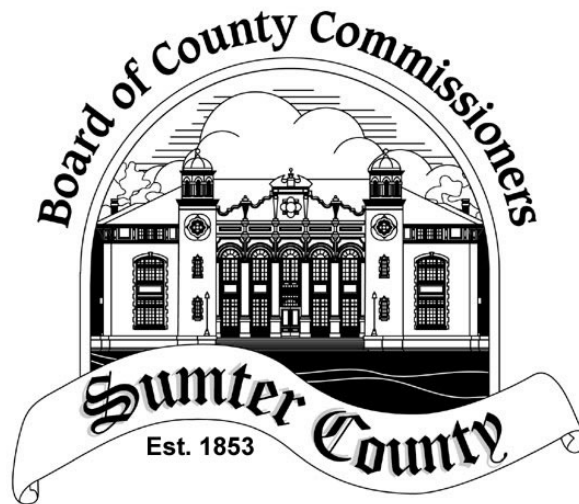


REQUEST FOR PROPOSALS
FOR
SUMTER COUNTY
ON CALL ELEVATOR SERVICES
RFP # 009-0-2017/RS



Board of Sumter County Commissioners
Purchasing Division
7375 Powell Road
Wildwood, FL 34785

Phone (352) 689-4400 Fax (352) 689-4401

Date of Issue:
March 15, 2017

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 Proposals due date, the change will be accomplished by addendum.

<u>ACTION</u>	<u>COMPLETION DATE</u>
Issue RFP	March 15, 2017
Mandatory Pre-Proposal Meeting & Site Visit	None
Last Day for Questions	March 29, 2017 @ by 5:00 p.m.
Proposals Due	April 17, 2017 @ 10:00 a.m. in Room 200**
Proposals Opened	April 17, 2017 @ 10:05 a.m. in Room 110*
Selection Committee Meeting	April 19, 2017 @ 11:00 a.m. in Room 110*
Sumter County BOCC Award and Contract	May 9, 2017

*Room 110, and Room 162 are located at The Villages Sumter County Service Center, 7375 Powell Road, Wildwood, FL 34785 on the first floor.

**Room 200 and Room 208 are located at The Villages Sumter County Service Center, 7375 Powell Road, Wildwood, FL 34785 on the second floor.

Some GPS devices do not recognize Powell Road. The road was formerly called CR 139.

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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, Wildwood, Florida 34785, **April 17, 2017 @ 10:00 a.m. EST.**

Proposers shall take careful notice of the following conditions of this Request for Proposals:

- 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 5:00 p.m., March 29, 2017 will be considered. **Questions will not be answered over the phone.** Questions regarding the RFP process must be in writing and faxed to (352) 689-4401 attention Mrs. Becky Segrest, or via email becky.segrest@sumtercountyfl.gov. All Requests for Information (RFI's) regarding the project must be faxed to BOCC, Attention Mrs. Becky Segrest at (352) 689-4401 or emailed to becky.segrest@sumtercountyfl.gov.
- Do not attempt to contact any Selection Committee Member, staff member or person other than Mrs. Becky Segrest for questions relating to this project. Anyone attempting to lobby BOCC representatives may be disqualified. The Selection Committee Members shall be: The Selection Committee Members shall be: The Selection Committee Members shall be: Bruce Atkinson, Facilities & Parks Services Supervisor, Tomas Granado, Technician, and Kyle Mills, Administrative Professional.
- Any bidder affected adversely by an intended decision with respect to the award of any bid, shall file with the Purchasing Division for the BOCC, 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 in the Purchasing Division (Purchasing), 7375 Powell Road, Wildwood, Florida 34785 from 8:00 A.M. to 5:00 P.M.

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

OPEN RECORDS

The BOCC is governed by Florida's public record laws, Chapter 119 and Section 255.0518 of the Florida Statutes. Formal solicitations and documentation are open for public inspection thirty (30) days after the solicitation opening or when BOCC provides notice of a decision or intended decision, whichever is earlier. In addition, Notwithstanding F.S. 119.01(1) (b), the county shall announce bidder and price submitted in the bid pursuant to a competitive solicitation for construction or repairs on a public building or public work. 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. 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 Proposals identification.
- Any envelopes, boxes, or packages which are not properly labeled, identified, and prominently marked with the sealed Proposals identification, may be inadvertently opened upon receipt, thereby invalidating such Proposals and excluded from the official Proposals opening process.
- Invitation by 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 Proposals. Additionally, no travel expenses incurred as a result in participating in the Proposals 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 Proposals on a contract to provide any goods or services to a public entity, may not submit a Proposals 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 287.017, 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 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 Company, Inc. with the exception of self-insured insurance companies.

Commercial General Liability Insurance The Contractor shall maintain Commercial General

Liability Insurance 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 Insurance The Contractor shall maintain Business Automobile Liability Insurance 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 Insurance 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 Insurance (needed for large contracts as determined by FSD) The Contractor shall maintain either a Commercial Umbrella or Excess Liability Insurance at a limit of liability not less than **\$2,000,000** each occurrence and **\$2,000,000** aggregate. The Contractor shall endorse the BOCC as an "Additional Insured" on the Umbrella or Excess Liability Insurance, unless the Commercial Umbrella/Excess Liability Insurance provides coverage on a pure "True Follow-Form" basis, or the BOCC is automatically defined as an additional protected person. Any self-insured retention or deductible shall not exceed \$25,000.

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

Additional Insured The Contractor shall endorse the BOCC as an Additional Insured on the Commercial General Liability Insurance 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 BOCC 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 BOCC, 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 Insurance is required for all projects when a new building is being constructed from the ground up. The Contractor, prior to notice to proceed or commencement of work, whichever occurs first, shall obtain Builder's Risk insurance providing coverage to protect the interests of the

BOCC, Contractor, and Subcontractors. 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. Flat deductible(s) shall not exceed \$25,000, wind percentage deductible (when applicable) shall not exceed ten-percent (10%), and 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 BOCC. The manuscript endorsement shall amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, the BOCC's interest in the building ceases, or the building is accepted or insured by the BOCC.

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

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 BOCC, the Contractor shall, when requested by the BOCC, 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 BOCC, 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 BOCC 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 BOCC 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 BOCC shall provide the Contractor written notice of such revisions or rejections.

No Representation of Coverage Adequacy The coverages, limits or endorsements required herein protect the primary interests of the BOCC, 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 Purchasing with a COI clearly evidencing that all coverage, 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 BOCC is notified that

a required insurance coverage will cancel or expire during the period of this Contract, the Contractor agrees to furnish the BOCC prior to the expiration of such insurance, a new Certificate of Insurance evidencing replacement coverage. When notified by the BOCC, the Contractor agrees not to continue work pursuant to this Contract, unless all required insurance remains in effect.

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

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

1. Clearly indicate the BOCC has been endorsed on the Commercial General Liability Insurance 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 BOCC is endorsed as an Additional Insured, or Loss Payee, on the Builder's Risk Insurance, and when applicable, Additional Insured on the Commercial Umbrella/Excess Liability Insurance 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: Purchasing Division
7375 Powell Road, Suite 141
Wildwood, FL 34785

PROPOSAL DOCUMENTS CHECKLIST OF ITEMS REQUIRED TO BE SUBMITTED

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 Document Checklist of Items Required to be submitted (this sheet).
- Proposal Form.
- A separate sheet or sheets, clearly identified and numbered, of Exceptions or Deviations from the minimum specifications, must be attached to the Proposal Form (if applicable).
- Proposer Certification / Addenda Acknowledgement Form.
- Statement of General Terms and Conditions.
- 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.

- Hold Harmless Agreement

- E-Verify Certification Form and copy of electronic signature page from the MOU with the Department of Homeland Security.

- Anti-Collusion Statement
- Statement of Public Entity of Crimes

- Fee Schedule Exhibit 1.
- One original proposal, clearly labeled “Original; three printed copies of the proposal in its entirety; and one electronic PDF version not password protected of the original submitted proposal in its entirety.
- A Certificate of Insurability, acceptable to the BOCC, shall accompany each proposal or alternate proposal, in the amounts as prescribed by State and the BOCC

- o 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.

This document must be completed and returned with your Submittal.

EXAMINATION OF PROPOSALS DOCUMENTS

- Each vendor shall carefully examine the Scope of Work 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 Scope of Work, or should he/she be in doubt as to their meaning, he/she shall at once notify BOCC in writing.

INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

- No oral interpretations will be made to any vendor as to the meaning of the Proposals/Contract Documents. Any questions or request for interpretation received IN WRITING by the BOCC before 5:00 p.m., March 29, 2017, 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 Proposals opening date. Each Vendor shall acknowledge receipt of such addenda in the space provided on the Proposals Form.
- In case any Vendor fails to acknowledge receipt of such addenda or addendum, his/her Proposals will nevertheless be construed as though it had been received and acknowledged and the submission of his Proposals will constitute acknowledgment of the receipt of same. All addenda are a part of the Proposals 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 Proposals/Contract are to be considered as approximate only and are to be used solely for the comparison of Proposals received. The 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 Proposals 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 lump sum prices Proposals.

The Contractor shall thoroughly examine and familiarize themselves with the drawings and/or 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.

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 Proposals 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 Proposals on behalf of the corporation must be stated and evidence of his authority to sign the Proposals must be submitted. The Vendor shall state in the Proposals Form the name and address of each person interested therein.
- Basis for Proposals: The price proposed for each item shall be on a lump sum or unit price basis according to the form of the Proposals. The Proposals 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.

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 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 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 BOCC 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 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 BOCC throughout the duration of the contract.

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS

The BOCC 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 Proposals or examination process, reserves the right to select low Proposals per item, and reserves the right to award Proposals and/or contracts in the best interest of the BOCC.

E- VERIFY

BOCC requires all bidders, contractors, and subcontractors of any tier to certify compliance with the federal E-Verify program for all employees hired on or after the date of the contractor's registration on the Department of Homeland Security website <http://www.dhs.gov/e-verify> by providing the Memorandum of Understanding (MOU) electronic signature page with the date of registration and company ID number. In the case of contractors, this includes obtaining written certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file with the contract vendor and made available to the state and/or County upon request. Submit the Department of Homeland Security MOU documentation and completed "E-Verify Certification"

RIGHT TO AUDIT RECORDS

The BOCC 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 Proposals/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 Proposals/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.

MANDATORY PRE-PROPOSAL MEETING

There will not be a mandatory pre-proposal meeting.

PART 2 EVALUATION AND AWARD

PROPOSALS EVALUATION

This Request for Proposals includes following all the procedures in this document and sending the sealed Proposals information to the 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 / References	_____		.35		_____
2. Warranty / Guarantee	_____		.10		_____
3. Completeness of Proposal	_____		.15		_____
4. Cost Proposal	_____		.40		_____

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

- Do not attempt to contact any Selection Committee Member, staff member or person other than Mrs. Becky Segrest for questions relating to this project. Anyone attempting to lobby Sumter County BOCC representatives may be disqualified. The Selection Committee Members shall be: Bruce Atkinson, Facilities & Parks Services Supervisor, Tomas Granado, Technician, and Kyle Mills, Administrative Professional.

Recommendation of award will be provided on Demand Star once award is made at www.demandstar.com. The award will be based on the Proposal that is most advantageous to Sumter County. All Selection Committee recommendations are subject to BOCC approval.

The Selection Committee will meet to evaluate Proposals on April 19, 2017 @ 11:00 a.m. in Room 110 located in The Villages Sumter County Service Center, 7375 Powell Road, Wildwood, FL 34785.

PROPOSALS 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 requested by telephone, fax or electronic media will not be accepted.

PART 3 PROPOSALS SUBMITTAL

An original (1), one (1) electronic single PDF version copy not password protected and with the forms sent in their original format (1) and three (3) copies for a total of five (5), of each Proposals or alternate Proposals shall be submitted in a sealed envelope, prominently marked on the outside with the words, “**RFP # 009-0-2017/RS Sumter County On Call Elevator Services**” 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 # 009-0-2017/RS Sumter County On Call Elevator Services**” and the contents sealed as required.

- Deadline for Submissions in response to this Request for Proposals: Proposals must be received no later than 10:00 a.m. on April 17, 2017. 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 Proposals on a contract to provide any goods or services to a public entity, may not submit a Proposals 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 BOCC 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 Proposals or evaluation process, and reserves the right to award contract(s) in the best interest of the 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 Proposals Cover Page listed herein.
- Original Document – Shall have original signatures and be clearly noted ORIGINAL on the cover.

**PART 4
PROPOSALS DOCUMENTS
PROPOSALS 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, Florida, 34785 Phone 352-689-4400 Fax 352-689-4401		SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS REQUEST FOR PROPOSALS (RFP) CERTIFICATION AND ADDENDA ACKNOWLEDGMENT		
DUE DATE: April 17, 2017	DUE TIME: 10:00 a.m.	RFP # 009-0-2017/RS		
TITLE: Sumter County On Call Elevator Services				
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 termination of contract. 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 Proposals 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 form must be completed and returned with your Submittal</i>				

STATEMENT OF GENERAL TERMS AND CONDITIONS

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 Proposals/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 287.017, 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 Proposals, 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 Purchasing Division Manager. Violation of this provision may result in disqualification of violating party. All questions regarding this Request for Proposals (RFP) or Invitation to Bid (IBID) must be submitted in writing to the Board's Purchasing Division 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 Purchasing Division 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-Proposals/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 Proposals/Bid 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 lump sum 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 Purchasing Division Manager at (352) 689-4400. 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 Proposals 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 Purchasing Division 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.

This document must be completed and returned with your Submittal.

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/BIDS:

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 lump sum 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 lump sum 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 (Purchasing Division 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 Purchasing Division 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 Proposals/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 Purchasing Division 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 Purchasing Division 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)

REFERENCE & SIMILAR PROJECTS EXPERIENCE FORM

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:	Dates of Work:	
Phone Number:	Fax Number:	
E-mail Address:		
Project Name:		
Brief Description of Project:		

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:	Dates of Work:	
Phone Number:	Fax Number:	
E-mail Address:		
Project Name:		
Brief Description of Project:		

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:	Dates of Work:	
Phone Number:	Fax Number:	
E-mail Address:		
Project Name:		
Brief Description of Project:		

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 says 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 _____, 20__

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 Proposals 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 Proposals 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 Sumter County Board of 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 & employer's liability in accordance with Florida Statute Chapter 440.

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 duration of the contract associated with this project.

This document must be completed and returned with your Submittal

E-Verify Vendor/Contractor/Subcontractor Certification

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>.

Vendors must certify compliance with the federal E-Verify program for all employees hired on or after the date of the contractor's registration on the Department of Homeland Security website <http://www.dhs.gov/e-verify> by providing the Memorandum of Understanding electronic signature page with date of registration and company ID number (see example below) and this E-Verify Certification form. 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 County 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

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 debaring the contract vendor from performing services in any aspect to the County.

Please contact the Purchasing Division at 352-689-4400 with questions regarding this requirement.

Company ID Number: xxxxxx

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer E-ONE, Inc.

Vendor's Name	_____	Title	_____
Name (Please Type or Print)	_____		_____
Electronically Signed	_____	03/15/2010	_____
Signature	_____	Date	_____

Department of Homeland Security – Verification Division

Name (Please Type or Print)	_____	Title	_____
Signature	_____	Date	_____

This document must be completed and returned with your Submittal.

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

STATEMENT OF PUBLIC ENTITY CRIMES

This is a sworn statement under Section 287.133(3)(a), Florida Statutes, on public entity crimes and must be signed in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted with Bid, Proposal or Contract No. _____
for _____.

2. This sworn statement is submitted by _____
(Name of entity submitting sworn statement)

whose business address is:

Its Federal Employer Identification Number (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. I understand that a *Public Entity Crime* as defined in Paragraph 287.133(1)(g), Florida Statutes, is a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other State or with the United States, including, but not limited to, any bid, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that *convicted* or *conviction* as defined in Paragraph 286.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial or entry of a plea of guilty or nolo contendere.

5. I understand that an *affiliate* as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:

(a) A predecessor or successor of a person convicted of a public entity or crime; or

(b) An entity under the control of a natural person who is active in the management of the entity and who has been convicted of a public entity crime. *Affiliate* includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an *affiliate*.

6. I understand that a *person* as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. *Person* includes those officers, directors, executives, shareholders, partners, employees, members, and agents who are active in management of an entity.
7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

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

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

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)

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

Personally Known _____

OR produced identification _____ Notary Public – State of _____

Type of identification produced

My commission expires _____

(Printed, typed or stamped
Commissioned name of notary public)

This document must be completed and returned with your Submittal

STATEMENT OF "NO PROPOSALS"

RFP # 009-0-2017/RS

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, Suite 141, Wildwood, Florida 34785. Attn: Mrs. Becky Segrest.

We, the undersigned, have declined to submit a Proposal for your **RFP # 009-0-2017/RS SUMTER COUNTY ON CALL ELEVATOR SERVICES** 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 Proposals" 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
RFP 009-0-2017/RS SUMTER COUNTY ON CALL ELEVATOR SERVICES

The Board of Sumter County Commissioners solicits responses from qualified and experienced contractors for On Call Elevator Services.

Qualifications and Abilities

Registered "Elevator Company" means an entity registered with and authorized by the division employing persons to construct, install, inspect, maintain, or repair any vertical conveyance. The registered elevator company must annually register with the division and maintain general liability insurance coverage in the minimum amounts set by rule.

Service maintenance contract" that provides for routine examination, lubrication, cleaning, adjustment, replacement of parts, and performance of applicable code-required safety tests such as on a traction elevator and annual relief pressure test on a hydraulic elevator and any other service, repair, and maintenance sufficient to ensure the safe operation of the elevator. A service maintenance contract shall be made available upon request of the department for purposes of oversight and monitoring.

The "Certified elevator inspector" is a natural person registered with and authorized by the division to construct, install, inspect, maintain, or repair any vertical conveyance, after having properly acquired the qualified elevator inspector credential as prescribed by the American Society of Mechanical Engineers. Each certified elevator inspector must annually register with the division and provide proof of completion of 8 hours of continuing education, proof that the qualified elevator inspector credential remains in good standing, and proof of general liability insurance coverage in the minimum amounts set by the division.

The "Certified elevator technician" means a natural person authorized by the division to construct, install, maintain, or repair any vertical conveyance, after having been issued an elevator certificate of competency by the division. Each certified elevator technician must annually register with the division and be covered by general liability insurance coverage in the minimum amounts set by the division.

An "Elevator helper" means a natural person performing work under the direct supervision of an elevator certificate of competency holder to construct, install, maintain, or repair any vertical conveyance.

Term of Contract

The term of the contract will be one year from date of contract, with provisions for renewal. The County retains the right to renew this contract, with the consent of the vendor, under the same terms and conditions for two (2) additional one (1) year terms. Additional items and/or services may be added to this contract upon satisfactory negotiation of price by the Contract Manager and Vendor.

Scope of Service

The elevator contractor shall provide regular service between the hours of 7:30 a.m. and 5:00 p.m. Monday through Friday. The Contractor shall supply the County with a 24 hour contact number for scheduling of routine repairs/service and emergency repairs. The contractor is responsible to maintain the elevators in accordance with all applicable Florida Statutes, codes, and recommended servicing per the manufacturer. The contractor will also respond to additional service calls/unscheduled maintenance when required by the county.

- ❖ Priority 1 (Emergency) - The Facilities & Park Services Division will call for an emergency repair, which shall be followed up by a work request emailed to the Contractor. The Contractor shall call the requesting department confirming receipt of a work request as soon as it is received. The Contractor shall be on-site and effecting repairs in one (1) hour or less.
- ❖ Priority 2 (On-Call Repair) – The Facilities & Park Services Division will call for a repair, which shall be followed up by a work request emailed to the Contractor. The Contractor shall call the requesting department confirming receipt of a work request as soon as it is received. The Contractor shall be on-site and repairs begun within twenty-four (24) hours of the initial call being placed.
- ❖ Priority 3 (Non-Emergency Repair) – The Facilities & Park Services Division will call the Contractor for repair, which shall be followed up by a work request emailed to the Contractor. The Contractor shall call or fax the requesting department confirming receipt of the work request and on-site repairs begun within seven (7) calendar days of the initial repair call. This is for repairs that do not require emergency attention.

Each work request will be sent to the Contractor with a priority attached. If a priority is not, the Contractor is responsible for obtaining a priority so that the work may be classified properly. A sample copy of the work request is attached.

Invoices shall contain details of services performed, number of man hours for each discipline of labor, materials furnished, and rental equipment used. Unit prices for each shall be listed. The County's Purchase order number must appear on each invoice. Invoices for completed work must include permit inspections if applicable and must be submitted every thirty (30) days. Work will be inspected by Facilities & Park Services Division and approved by the county prior to payment.

Lead Time Notification and Job Completion: The elevator company is to contact Facilities & Park Services Division at least one hour prior to arrival. This applies to all calls and regularly scheduled maintenance. The elevator company will also call upon completion of any work and update Facilities & Park Services Division with the status of the elevator.

Maintenance Log: The contractor will provide a binder with a maintenance log and document all service performed on the elevator.

Point of Contact Information: All contacts the county makes to office staff must be responded to within 24 hours with a resolve time maximum of 7 days based on the priority rating above.

Annual Inspections and load tests: The County requires at least two months lead time on annual inspection fees to be processed. The State Inspections must be posted prior to August 1st of each year so we must have enough time to process payment with the State of Florida. If the inspections

are not completed and violations corrected prior to July it will cause serious delay in processing which can result in the County paying fines etc.

Early Termination Clause: option for either party to terminate services for lack of performance with a 30 day written notice.

Elevator Pit and Telephones:

- The elevator company is responsible for keeping the pit free of dirt, debris and oil.

They will also fully test the emergency telephones in all elevators on a quarterly basis.

LOCATION	STATE SERIAL NUMBER	CLASS	DRIVE	MANUFACTURER	SPEED	CAPACITY	LANDINGS
POWELL ROAD	098056	PASSENGER	HYDRAULIC	Thyssen Krupp	100 FPM	2500 LBS	2
DETENTION CENTER	51067	PASSENGER	HYDRAULIC	US	100 FPM	2500 LBS	2
SECURITY VESTIBULE	098057	PASSENGER	HYDRAULIC	Thyssen Krupp	110 FPM	4500 LBS	3
JUDICIAL BUILDING #1	51066	PASSENGER	HYDRAULIC	Thyssen Krupp	100 FPM	2500 LBS	2
JUDICIAL BUILDING #2	51065	PASSENGER	HYDRAULIC	Thyssen Krupp	100 FPM	2500 LBS	2
HISTORIC COURTHOUSE	5165	PASSENGER	TRACTION	OTIS	100 FPM	2500 LBS	3
JUDICIAL BUILDING#3	101839	PASSENGER	HYDRAULIC	Thyssen Krupp	100FPM	2500 LBS	2

The contractor must provide a detailed list of services required and prices for the above elevators. The prices will be broken down per elevator, per event such as quarterly, annually, etc.

**PART 6
EXHIBITS
Exhibit A: Proposal Form**

ITB 009-0-2017/RS SUMTER COUNTY ON CALL ELEVATOR SERVICES

Date Submitted: _____

Company Name: _____

Business Address: _____

Telephone Number: _____

References: (1) _____

Company Name Contact Name Telephone No.

(2) _____

Company Name Contact Name Telephone No.

(3) _____

Company Name Contact Name Telephone No.

Person who may be contacted for information regarding the contents of this proposal:

Rates:

<i>Services</i>	<i>Rate</i>
Standard Hourly	
Overtime	
Weekend	
Holiday	
Travel	
Mileage	
Estimate Charge	
Service Vehicle Charge	
Percent mark-up on Parts	
3 rd party Inspections	
<i>Monthly Elevator Inspections</i>	
Powell Rd	
Detention Center	
Security Vestibule	
Judicial Bldg. 1	
Judicial Bldg. 2	
Judicial Bldg. 3	
Historic Courthouse	

The service to be furnished by us is hereby declared and guaranteed to be in conformance with the specifications of the County.

The undersigned do agree that should this Proposal be accepted, to execute the form of contract and present the same to the Director for approval within fifteen (15) days after being notified of the awarding of the Contract.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this _____ day of _____, 2017 in the County of _____, in the State of _____.

Firm's **Complete Legal Name**

(Address)

(City, State, ZIP)

Phone No. _____

Fax No. _____

Check one of the following:

- Sole Proprietorship
- Corporation or P.A. State of _____
- Limited Partnership
- General Partnership

By: _____
Typed and Written Signature

Title

ADDITIONAL CONTACT INFORMATION

Send Payments To:

(REQUIRED ONLY if different from above) _____
(Company Name used as Payee)

(Address)

(City, State, ZIP)

Contact Name _____ Phone No. _____

Title _____ FAX No. _____

Email address: _____

Office Servicing Sumter County Account

/Place Orders/Request Supplies

(REQUIRED ONLY if different from above) _____
(Address)

(City, State, ZIP)

Contact Name _____ Phone No. _____
Title _____ FAX No. _____
Email Address: _____

Elevator Work Request

Date Issued: _____ **Time Sent:** _____ **Work Request #** _____

Facility Name: _____

Facility Address: _____

Contact Person: _____ **Phone #:** _____

.....
Issued To: _____ **PO#** _____

Phone #: _____ **Fax #:** _____

Priority: Circle One - 1 2 3

Priority Definitions:

- 1. Emergency. Contractor response within 2 hours of work request receipt.
- 2. Contractor repair response within 24 hours of work request receipt.
- 3. Contractor repair response within 7 calendar days of work request receipt.

Problem: _____

(Initial appropriate line certifying compliance with Sumter County Building Codes)

Permit Required _____

Not Required _____

Office Use Only

Inspected by: _____

Date Closed: _____

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION: RFP# 009-0-2017/RS Sumter County On Call Elevator Services.

In response to the Request for Proposal dated April 17, 2017 the Sumter County Board of County Commissioners (BOCC) is providing notice of acceptance of your proposal representing the base bid amount of _____ and 00/100 (\$0.00).

You are required by the RFP to execute the Agreement and furnish the required certificates of insurance within fourteen (14) calendar days from the date of this Notice.

If you fail to execute said Agreement and to furnish said certificate of insurance within 14 days from the date of this Notice, said BOCC will be entitled to consider all your rights arising out of BOCC acceptance of your bid. The BOCC will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the BOCC.

Dated this 9th day of May, 2017;

Sumter County Board of County Commissioners

By:

Chairman

Title

ACCEPTANCE OF NOTICE

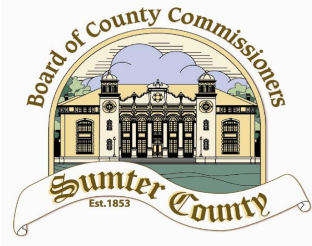
Receipt of the above NOTICE OF AWARD is hereby acknowledged.

CONTRACTOR

Dated this _____ day of _____, 20____;

By:

**PROPOSALS ACKNOWLEDGMENT FORM FOR
BOARD OF SUMTER COUNTY COMMISSIONERS**



Name of Firm Submitting Qualifications _____

Name of Person Submitting Qualifications _____

PROPOSER ACKNOWLEDGMENT

"The undersigned hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the RFP and Specifications for the work and comments hereto attached. The Vendor proposes and agrees, if this submission is accepted, to contract with the Board of Sumter County Commissioners, to furnish all necessary materials, equipment, labor and services necessary to complete the work covered by the RFP and Contract Documents for this Project. The Vendor agrees to accept in full compensation for each item the prices named in the schedules incorporated herein."

CONTRACTOR'S FEE SCHEDULE MUST BE ATTACHED TO THIS PROPOSAL

Signature

Date

[] Check if exception(s) or deviation(s) to Specifications. Attach separate sheet(s) detailing reason and type for the exception or deviation.

This document must be completed and returned with your Submittal

SAMPLE PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this ____th day of _____, 2016, by and between **Board of Sumter County Commissioners** (hereafter referred to as "Board"), whose address is 7375 Powell Road, Wildwood, Florida 34785, and _____ (hereafter referred to as "Firm"), whose address is _____.

RECITALS

WHEREAS, the Board has need of professional services for _____; and

WHEREAS, the parties desire to enter into a written agreement outlining the duties, responsibilities and compensation of Firm, based on the Firm's response to _____;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed as follows:

1. The relationship of the Firm to the Board will be that of a professional Firm and the Firm will provide the professional and technical services required under this agreement in accordance with acceptable professional practices and ethical standards applicable to Firm's profession, and Firm will endeavor to provide to the Board prompt and efficient consulting services to the best of its ability.
2. Firm is hereby retained and employed as _____, and will work with the Board to provide said services in accordance with the scope of work outlined in _____.
3. Firm agrees to prepare and complete a report to the Board, detailing the status of services provided pursuant to this Agreement at least ninety (90) days prior to the expiration of the term of this Agreement, or at least ninety (90) days prior to the expiration of any renewal term of this Agreement. Firm may be asked to present the deliverables in person for review by staff or for discussion at a scheduled Board meeting.
4. The term of this Agreement shall commence on the day and year as shown above and continue in full force through _____, unless otherwise terminated as provided in paragraph five (5) of this Agreement. This Agreement may be renewed on an annual basis for two additional consecutive one year periods, if agreed to in writing by both parties, at least sixty (60) days prior to the expiration of this Agreement, including any periods of renewal. The term of this Agreement does not relieve the Firm of any future responsibility as described in paragraph eight (8) of this Agreement.
5. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party at the address designated in this Agreement for receiving such notice. If this agreement is terminated, Firm shall be authorized to receive payment for all work performed up to the date of termination.
6. With regard to compensation paid to Firm, Firm shall furnish to the Board on a monthly basis an itemized invoice detailing all of Firm's hours, services, expenses, and any other services utilized by the Board during the preceding month. Invoice shall be itemized pursuant to and in accordance with the attached Fee Schedule. Firm shall compute the total amount due for the preceding month and all amounts due Firm shall be paid on a monthly basis pursuant to the provisions of the Local

Government Prompt Payment Act, F.S. 218. Firm acknowledges and agrees that the rates set forth in the Fee Schedule shall remain fixed throughout the duration of the Agreement and thereafter shall only be adjusted by mutual written agreement of both parties.

7. General Considerations.

- a. All reports, drawings, designs, specifications, notebooks, computations, details, and calculation documents prepared by Firm and presented to the Board pursuant to this Agreement are and remain the property of the Board as instruments of service.
- b. All analyses, data, documents, models, modeling, reports and tests performed or utilized by Firm shall be made available to the Board upon request and shall be considered public records.
- c. Firm shall keep all books, records, files, drawings, plans and other documentation, including all electronically stored items, which concern or relate to the services required hereunder, for a minimum of three (3) years from the date of expiration or termination of this Agreement, or as otherwise required by any applicable law, whichever date is later. The Board shall have the right to order, inspect, and copy all such Records as often as it deems necessary during any such period-of-time. The right to audit, inspect, and copy records shall include all of the records of sub-Firms (if any).
- d. Firm shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida.
- e. If the Firm has questions regarding the application of Chapter 119, Florida Statutes, to the firms' duty to provide public records relating to this agreement, contact the custodian of public records at 352-689-4400, Sumter County Board of County Commissioners, 7375 Powell Road, Wildwood, Florida 34785 or via email at Administrative.Services@sumtercountyfl.gov.
- f. Firm shall, at all times, carry Professional Liability, General Liability, Automobile and Worker's Compensation Insurance pursuant to the insurance requirements in _____, naming Board as an additional insured in each such policy.
- g. Upon Firm's written request, the Board will furnish, or cause to be furnished, such reports, studies, instruments, documents, and other information as Firm and Board mutually deem necessary, and Firm may rely upon same in performing the services required under this agreement.
- h. The Board and Firm each binds itself and its successors, legal representatives and assigns to the other party to this agreement and to the partners, successors, legal representatives and assigns of such other party to this agreement, in respect to all covenants of this agreement; and neither the Board nor Firm shall assign or transfer their interest in this agreement without the prior written consent of the other party.

8. Should any other professional services be called for by the Board, which are not otherwise set forth in this Agreement or any of its attachments or exhibits, said charges shall be agreed upon in advance by the parties hereto. The Firm may be required to provide additional services to the Board on challenges, public protests, administrative hearings or similar matters. The Firm shall be available to represent the Board, serve as an expert witness, and provide supporting documentation as necessary.

9. The Contract Documents, which comprise the entire Contract between Board and Firm and which are further incorporated herein by reference, consist of the following:

- a. Request for Qualifications (RFQ)
- b. Vendor's RFQ Documents
- c. Permits / Licenses
- d. All RFQ Addenda Issued Prior to RFQ Opening Date
- e. All Modifications and Change Orders Issued

10. Firm does hereby specifically promise and agree to "hold harmless", defend and indemnify the Board and the agents, servants, employees, officers, and officials thereof from and against any and all liability or responsibility for damage to property or person that may arise in connection with the services to be provided hereunder, including payment of all reasonable attorney's fees, costs and expenses associated with the same.

11. Firm, its agents, servants or employees shall, in no manner, whatsoever be construed as the employees, agents, servants or representatives of the Board and shall have not expressed or implied power or authority to act in any manner whatsoever for or on behalf of the Board, except as provided in the scope of services called for herein. Firm is hereby designated as an independent contractor to the Board and none of the employees, agents or servants of the Firm shall have, or be entitled to, any of the fringe benefits applicable to employees of the Board.

12. In the event of default by either party hereto, the defaulting party shall be liable for all costs and expenses, including reasonable attorney's fees and costs incurred by the other party in enforcing its rights hereunder, whether litigation be instituted or not, at the trial court and appellate court level.

13. Firm does hereby waive any and all "venue privilege" and or "diversity of citizenship privileges" and specifically agrees that any action brought for the enforcement, construction or interpretation of this agreement shall be maintained in the County or Circuit Court in and for Sumter County, Florida, and Firm hereby specifically waives its right or privilege to institute any action of any kind or nature whatsoever, against the Board in any other State Court, Federal Court or administrative tribunal.

14. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or verbal. If any provision of this Agreement is declared to be invalid or unenforceable, the remainder shall continue to operate in full force and effect.

15. This Agreement cannot be changed or modified, unless by written agreement signed by all

parties hereto.

16. In performing services hereunder, Firm shall comply with all federal, state, and local laws and regulations. Firm shall be responsible for identifying and obtaining all permits necessary to complete the scope of services. Firm shall be responsible for obtaining, at its sole cost and expense, all necessary licenses and other governmental approvals required in order for Firm to provide the type of services required hereunder.

17. Firm shall notify Board in writing of any commitments during the term of this Agreement, which may constitute a potential or actual conflict of interest with respect to the scope of services to be performed for the Board.

18. Each of the WHEREAS clauses listed above are hereby re-alleged and incorporated into this Agreement as if otherwise fully stated herein.

19. Any notices required by this Agreement shall be mailed to the following individual(s), by Certified Mail, Return Receipt requested:

FOR THE BOARD

FOR THE FIRM

Name: Bradley S. Arnold _____ Name: _____

Address: 7375 Powell Road, Wildwood, FL 34785 _____ Address: _____

Title: County Administrator _____ Title: _____

Date: _____ Date: _____

IN WITNESS WHEREOF, the parties have signed this agreement the day and year first above written.

ATTEST:

SUMTER COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____

By: _____, Chairman

Date Signed: _____

ATTEST:

Firm

By: _____

By: _____

Date Signed: _____