

 <p><b>LAKE COUNTY</b> FLORIDA <b>REQUEST FOR QUOTATION</b></p>	<u>RFO No.</u>	<b>08-0410</b>	Page: 1 of 5
	<u>RFO Closes</u>	March 5 <sup>th</sup> , 2008 @ 3:00pm	Fax No.: 352-343-9473
	<u>Contracting Officer:</u>	Freddy Suárez	Phone No.: 352-343-9839
<b>THIS IS NOT AN ORDER</b>			
Terms and conditions governing this quotation are attached hereto. Insurance requirements, if applicable, are also hereto as part of this document. (NOT VALID FOR QUOTATIONS IN EXCESS OF \$15,000.)			

### Altoona Charter School Roof Repair

All prices submitted are to be on the form below in accordance with all terms and conditions set forth in this Request For Quotation. Prices quoted should be in unit of measure shown.

Line	Requirements	Qty. / Unit	Total Unit Price
1.	<ul style="list-style-type: none"> <li>• Obtain necessary permit.</li> <li>• Prepare flat roof decks. This will include but not limited to pressure washing, removing the first course of tile that meets the flat roof, and applying primer.</li> <li>• Apply GACO WESTERN LM 60 or equal membrane to flat roof surface.</li> <li>• Supply and apply buff colored SESCO or equal, natural mineral granules at a coverage of 75 lb. per 100 square feet.</li> <li>• Reinstall tile that was removed previously.</li> <li>• Above work is for the Altoona Charter School building located at 42630 Highway 19, Altoona, Florida, 32702.</li> </ul>	1 / JOB	_____

**Please indicate time of completion after receipt of purchase order: \_\_\_\_\_ calendar days.**

#### QUOTATION MUST BE SIGNED

By signature I acknowledge and agree to abide by all conditions contained in this quotation as well as any special instruction sheet(s) if applicable. Payment terms: 30 Days lump sum payment after work is completed and accepted by County representative.

Company Name: _____ <small>(Please Print)</small>	Signature: _____
Address: _____	Name / Title: _____ <small>(Please Print)</small>
PH: _____ FX: _____	FEIN No.: _____ - _____ Date: _____
Email: _____	Prompt payment discount: _____% if paid within _____ days.

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Quotations are hereby requested on a fixed basis to provide roof repair to Altoona School for the Lake County Housing and Community Services Division in accordance with the specifications as set forth in this quotation request.

The award of this contract will be made to the responsive, responsible vendor which offers the lowest price conforming to the requirements of this solicitation.

Quotation responses shall be on this form and must be signed or they may be declared non-responsive. Signatures should be in "blue" ink.

**Quotations must be received in the Office of Procurement Services by the time and date requested in the upper right corner of this document. Quotations may be faxed to (352) 343-9473 or mail to address below.**

Office of Procurement Services Room 416  
315 W. Main Street, Tavares, FL 32778

**Prices shall be quoted F.O.B. Destination – inside delivery, freight included and shall be inclusive of all costs. Current and/or anticipated applicable fuel costs should be considered and included in the price quoted.**

Prior to submitting its offer it is advisable that the vendor visit the site of the proposed work and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. No additional allowances will be made because of lack of knowledge of these conditions. For site visitation appointment contact Jerry Hatfield, School Principal at 352.669.3444. The school is located at 42360 Highway 10, Altoona, Florida, 32702.

For technical questions regarding the commodities/services listed in this quote or for information regarding quotation procedures, terms and conditions, contact Freddy Suárez at 352.34.9766 or by email at [fsuarez@lakecountyfl.gov](mailto:fsuarez@lakecountyfl.gov).

All invoices shall contain the RFQ and Purchase Order number, date and location of service, and confirmation of acceptance of the goods or services by the appropriate County representative. All invoices should be sent to the attention of Bill Gearing, Housing and Community Development, PO Box 7800, Tavares, Florida, 32778. Failure to submit invoices in the proscribed manner will delay payment.

## INSURANCE REQUIREMENTS

**INSURANCE:** The Contractor shall provide and maintain during the entire term of the contract insurance in the following types and limits with a company or companies authorized to do business in the State of Florida. The Contractor shall not commence work under the contract until the County has received an acceptable certificate or certificates of insurance evidencing the required insurance

- General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01 or CG 00 02) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

<input checked="" type="checkbox"/>	General Liability	
<input checked="" type="checkbox"/>	Each Occurrence/General Aggregate	\$500,000
<input checked="" type="checkbox"/>	Products-Completed Operations	\$500,000
<input checked="" type="checkbox"/>	Personal & Adv. Injury	\$500,000
<input checked="" type="checkbox"/>	Fire Damage	\$50,000
<input checked="" type="checkbox"/>	Medical Expense	\$5,000
<input type="checkbox"/>	Contractual Liability	
<input type="checkbox"/>	X, C, U	
<input type="checkbox"/>	Other: _____	

- Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$300,000
or	
Bodily Injury (per person)	\$100,000
 Bodily Injury (per accident)	 \$300,000
 Property Damage	 \$100,000

- Lake County, A Political Subdivision Of The State Of Florida, And The Board Of County Commissioners**, shall be named as additional insured as their interest may appear on the:

- General liability policy  
 Automobile liability policy

- Workers' compensation insurance in accordance with Florida Statute, Chapter 440, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc).

- Valuable papers with minimum limits of \$100,000.

- Builder Risk insurance policy written on "all risk" perils.

- Installation and/or Transit floater written on "all risk" perils.

- Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$500,00 and annual aggregate of \$1,000,000.

- Certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to the County of any change or cancellation of the required insurance.

- Certificates of insurance shall identify the RFQ number, contract, project, etc. in the Description of Operations section of the Certificate.

- The Contractor shall be responsible for subcontractors and their insurance.

- Certificate holder shall be: LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,  
AND THE BOARD OF COUNTY COMMISSIONERS.  
P.O. BOX 7800  
TAVARES, FL 32778-7800

**REQUEST FOR QUOTATION TERMS AND CONDITIONS****1.1 DEFINITIONS**

**Addenda** – A written change to a solicitation.

**Contract** – The agreement to perform the services set forth in this solicitation. The contract will be generally be comprised of the RFQ, vendor response, and purchase order resulting from the RFQ process.

**Contractor** – The vendor to which award is made.

**County** – shall refer to Lake County, Florida.

**Modification** – A written change to a contract.

**Request for Quotation (RFQ):** An informal solicitation generally used to secure competitive pricing for routine goods or services having a dollar value below the formal contracting threshold. 1

**Responsible** – Refers to a bidder that has the capacity and capability to perform the work required, and is otherwise eligible for award.

**Responsive** – Refers to a quotation that contains no exceptions or deviations from the terms and conditions set forth in solicitation.

**Solicitation** – The written document requesting either bids, proposals, quotations or other requested information from the marketplace

**Vendor** – a general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established that within its solicitations the words “shall”, “must”, or “will” are equivalent and indicate a mandatory requirement or condition, generally not waived by the County. The words “should” or “may” are considered equivalent and indicate desirable conditions, or requirements but are permissive in nature

**1.2 INSTRUCTIONS TO VENDORS****A Vendor Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit quotations. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be recommended for award the County may require that vendors provide evidence of compliance with the certain administrative requirements upon request.

**B Public Entity Crimes**

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not 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 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**C. Request for Additional Information/ Solicitation Addenda**

1. Any communication or inquiries are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the response date.

2. The Office of Procurement Services may issue an addendum in response to any inquiry received, prior to bid opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The vendor should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. It is the vendor’s responsibility to ensure receipt of all addenda. Failure to acknowledge each addendum may prevent the vendor’s response from being considered for award.

**D. Conflicts within the Solicitation**

It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the solicitation response date.

**E. Prompt Payment Terms**

1. It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments Part VII, Chapter 218, Florida Statutes known as the Florida Prompt Payment Act.

2. The vendor may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during evaluation. Bidders are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

**1.3 PREPARATION OF QUOTATION RESPONSES**

The Pricing Section of this solicitation states the goods or services to be purchased, and must be completed and submitted with the response. Use of any other form or alteration of the form may result in the rejection of the response. All responses must be legible using typewriter, computer or ink. All changes must be crossed out

and initialed in ink. Failure to comply with these requirements may cause the response to be rejected. An authorized agent of the bidder’s firm must sign the response. Failure to sign the response may lead to rejection of the response. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.

**1.4 CANCELLATION OF SOLICITATION**

The County reserves the right to cancel, in whole or in part, any solicitation when it is in the best interest of the County.

**1.5 AWARD**

Award may be made to the lowest priced responsive and responsible vendor. The County reserves the right to reject any and all responses, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low price or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County. The County reserves the right to reject any and all responses if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County’s best interest to do so. The County reserves the right to negotiate prices with the lowest priced vendor, provided that the scope of work is not amended.

Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the vendor’s site or hold a pre-award qualification hearing to determine the responsibility and capacity of the vendor to perform the requirements of this solicitation. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of any required documents. The vendor’s performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating vendor responsibility. Ties in pricing will generally be resolved by requested best and final pricing responses.

**1.6 WARRANTY**

All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the expressed or implied standard warranty period. .

**1.7 ESTIMATED QUANTITIES**

Estimated quantities or dollars are for vendor’s guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. In no event shall be County be liable for payments in excess of the amount due for quantities of goods or services actually ordered from the vendor under any resulting contract

**1.8 NON-EXCLUSIVITY**

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit. In no case will the County be liable for billings in excess of the quantity of goods or services ordered from the vendor

**1.9 RULES, REGULATIONS AND LICENSES**

The vendor shall comply with all laws and regulations applicable to provide the goods and/or services specified in this solicitation. The vendor shall be familiar with all federal, state and local laws that may in affect the goods and/or services offered by the vendor.

**1.10 ASSIGNMENT**

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the written consent of the County.

**1.11 DELIVERY**

Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the bid price.

**REQUEST FOR QUOTATION TERMS AND CONDITIONS**

<p><b>1.12 RESPONSIBILITY AS EMPLOYER</b> The employee(s) of the vendor shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor shall wear proper identification.</p> <p><b>1.13 COLLUSION</b> Where two (2) or more related parties, as defined herein, each submit a response for the same contract, such responses may be presumed to be collusive unless full disclosure and adequate contrary evidence is provided in conjunction with the response. Related parties shall mean vendor or the principals thereof which have a direct or indirect ownership interest in another vendor for the same contract or in which a parent company or the principals thereof of one vendor have a direct or indirect ownership interest in another vendor for the same contract. Any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a response for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Responses found to be collusive shall be rejected. Vendors which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive pricing may be terminated for default.</p> <p><b>1.14 FRAUD AND MISREPRESENTATION</b> Any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees</p> <p><b>1.15 ACCESS TO RECORDS</b> The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to any contract resulting from this solicitation and upon request make them available to the County for three (3) years following expiration of the contract. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.</p> <p><b>1.16 PROPRIETARY/CONFIDENTIAL INFORMATION</b> Vendors are hereby notified that all information submitted as part of, or in support of response will be available for public inspection in compliance with Chapter 119 of the Florida Statutes; the "Public Record Law." The vendor shall not submit any information in response to this solicitation, which the vendor considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the vendor unless such information is exempt or confidential under the Public Records Act.</p> <p><b>1.17 CONTRACTING WITH COUNTY EMPLOYEES</b> Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the procurement representative designated herein prior to submittal of a response or application of any type to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.</p> <p><b>1.18 INCURRED EXPENSES</b> This solicitation does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any vendor in preparing and submitting a response, or any cost or expense incurred by any vendor prior to the execution of a purchase order or contract agreement. The vendor also agrees that the County bears no responsibility for any vendor costs associated with any administrative or judicial proceedings resulting from this solicitation process.</p>	<p><b>1.19 COUNTY IS TAX-EXEMPT</b> The County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. Do not include any tax on any item or service. The County will sign an exemption certificate if submitted by the contractor. Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.</p> <p><b>1.20 GOVERNING LAWS</b> The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. If a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.</p> <p><b>1.21 STATE REGISTRATION REQUIREMENTS</b> Any corporation submitting a bid in response to this ITB shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to award of a contract. Any partnership submitting a bid in response to this ITB shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<a href="http://www.dos.state.fl.us">http://www.dos.state.fl.us</a>).</p> <p><b>1.22 PRIME CONTRACTOR</b> The vendor awarded the contract shall act as the prime contractor for all required items and services and shall assume full responsibility for the procurement and maintenance of such items or services. The vendor shall be considered the sole point of contact with regard to all stipulations, including payment of all charges and meeting all requirements. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all sub-contractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.</p> <p><b>1.23 OTHER AGENCIES</b> With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.</p> <p><b>1.24 NO CLAIM FOR DAMAGES</b> No claim for damages or any claim other than for an extension of time shall be asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.</p> <p><b>1.25 TRUTH IN NEGOTIATION CERTIFICATE</b> For all lump-sum or cost-plus fixed fee agreements exceeding \$150,000, the firm awarded the agreement must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which the owner determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.</p>
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