



INVITATION TO BID (ITB)

Pallet Racks, Forklift and Pallet Jack

ITB Number:	08-0412	Contracting Officer:	Freddy Suárez
Bid Opening Date:	May 28, 2008	Pre-Bid Date:	May 19, 2008
Bid Opening Time:	3:00PM	Issue Date:	April 30, 2008

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	N/A
Certificate of Competency/License:	Section 1.16
Indemnification/Insurance:	Section 1.8
Pre-Bid Conference/Walk-Thru:	Section 1.4

At the date and time specified above, all bids that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the bidders submitting bids will be read aloud and recorded. The bids will be available for inspection during normal business hours in the Office of Procurement Services within ten (10) working days after the official bid opening date. When countersigned by an authorized County representative, this document and any specifically identified attachments may form the formal contract document binding the parties to all performance specified herein.

Vendors shall complete and return the entirety of this ITB Document, and attach all other information requested in this ITB document (See Provision 1.13). Failure to sign the bid response, or to submit the bid response by the specified time and date, may be cause for rejection of the bid.

NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

- Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- Please remove our firm from Lake County's Vendor's List for this product / service.

VENDOR IDENTIFICATION

Company Name: _____ **Phone Number:** _____

E-mail Address: _____ **Contact Person:** _____

Section 1.1: Purpose

The purpose of this solicitation is to establish a contract to remove and dispose of existing pallet rack system and to furnish and install a pallet rack system as stated in Section 4. In addition, this contract shall also establish the purchase of one electric forklift and one pallet jack for the Lake County Warehouse located in Leesburg.

Section 1.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. Questions should be submitted no later than five (5) working days before the bid opening date.

Freddy Suárez, CPPB, Senior Contracting Officer
Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 416
PO BOX 7800
Tavares, FL 32778-7800

Phone : 352.343.9839
Fax : 352.343.9473
E-mail: fsuarez@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Department of Procurement Services.

Section 1.3: Method of Award - To a Single Vendor on an Item-By-Item Basis

Award(s) will be made on an item-by-item basis to the responsive and responsible vendor(s) who submits the lowest price for the item(s) listed in this solicitation.

Section 1.4: Pre-Bid Conference / Site Visits (Recommended)

A pre-bid conference will be held on May 19, 2008 @ 10:00AM at the Facilities Management conference room to discuss the special conditions and specifications included within this solicitation.

Vendors are requested to bring this solicitation document to the conference, as additional copies may not be available.

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. The vendor is also advised to examine carefully the drawings and specifications and to become thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions. For site visitation appointment contact Ed Luning at 352.343.9747. For any additional information required regarding the specifications and requirements of this bid contact the procurement representative Freddy Suárez at 352.343.9766.

Location of building:

Facilities Management
32400 CR 473
Leesburg, FL 34788

Section 1.5: Term of Contract - Upon Completion

The performance period under this contract shall commence upon the date of the purchase order or related Notice To Proceed and shall remain in effect until such time as the commodities, equipment and/or services acquired in conjunction with this solicitation and resulting contract have been delivered and/or completed, and accepted by the County's authorized representative, and will then remain in effect until completion of the expressed and/or implied warranty periods.

Section 1.6: Option to Renew

Not applicable to this solicitation

Section 1.7: Method of Payment - Lump Sum Payment After Work is Completed

Upon completion and acceptance of the work required in conjunction with this contract, the vendor(s) shall submit one lump sum invoice that reflects the total value of the contract. This invoice shall be submitted to the County user department(s) to which the required goods or services were delivered.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate County representative. Failure to submit invoices in the proscribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Section 1.8: Insurance

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be purchased and in place prior to a purchase order or contract being executed by the County.]

A certificate of insurance indicating that the awarded vendor has coverage in accordance with the requirements of this section shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract.

Such policies of insurance shall insure the vendor in accordance with the following minimum limits:

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:

Each Occurrence/General Aggregate	\$500,000
Products-Completed Operations	\$500,000
Personal & Adv. Injury	\$500,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	\$300,000

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 (per accident)
Property Damage	\$100,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured, he or she will not hold the County responsible for any payment or compensation.

Certificate(s) of Insurance

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.

Certificate(s) 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.

Certificate(s) of insurance shall identify the contract number in the Description of Operations section of the Certificate.

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

The vendor shall be responsible for subcontractors and their insurance.

All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such deductible or self-insured retention; or the vendor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

All insurance companies must be authorized to transact business in the State of Florida.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the vendor and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor, nor a failure to disapprove that insurance, shall relieve the vendor of full responsibility of liability, damages, and accidents as set forth herein.

Section 1.9: Bonding Requirements

Not applicable to this solicitation

Section 1.10: Shipping Terms, F.O.B. Destination - Inside Delivery

The F.O.B. point for any product ordered as a result of this solicitation shall be **F.O.B.: DESTINATION – INSIDE DELIVERY**. The title for each item will pass from the contractor to the County only after the County receives AND accepts each item. Delivery will not be complete until the County has accepted each item. Delivery to a common carrier shall not constitute delivery to the County. Any transportation dispute shall be between the contractor and the carrier. The County will not consider any bid or proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery.

Section 1.11(a): Acceptance of Product by the County

The product(s) to be provided hereunder shall be delivered to the County, and maintained if applicable to the contract, in full compliance with the specifications and requirements set forth in this contract. If a vendor-provided product is determined to not meet the specifications and requirements of this contract, either prior to acceptance or upon initial inspection, the item will be returned, at vendor expense, to the vendor. At the County's own option, the vendor shall either provide a direct replacement for the item, or provide a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause.

Section 1.11(b): Deficiencies in Work to be Corrected by the Vendor

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within fifteen (15) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor by the County's project administrator, who may confirm all such verbal reports in writing. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within seven (7) calendar days of receipt of the notice. If the vendor fails to correct the work within the period specified in the notice, the County shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs; either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

Section 1.11(c): Work Acceptance

This project will be inspected by an authorized representative of the County. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

Section 1.12(a): Guarantee Against Defects Shall be 90 Calendar Days

The vendor shall, in addition to all other guarantees, be responsible for faulty labor and defective material and equipment within a period of ninety (90) calendar days after date of acceptance of the labor, material and/or equipment by the County. The vendor shall promptly correct these deficiencies, without cost to the County, within fifteen (15) calendar days after the County notifies the vendor of such deficiencies in writing. Payment in full for the work does not constitute a waiver of guarantee.

The vendor agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the vendor gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the County by any other provision of this solicitation.

The vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose.

Section 1.12(b): Warranty

The vendor agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the vendor gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the County by any other provision of this solicitation.

The vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose.

Section 1.13(a): Delivery of Solicitation Response

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (Fed-X, UPS, DHL, private courier, etc) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Department of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Procurement Services Office prior to the date and time established within the solicitation. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number and title. Ensure that your bid or proposal is securely sealed in an opaque envelope/ package to provide confidentiality of the bid or proposal prior to the solicitation closing.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET
4TH FLOOR, ROOM 416
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE, (USPS)** please mail it to:

LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as Fed-X, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
418 W. ALFRED STREET
TAVARES, FL 32778

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

Section 1.13(b): Completion Requirements for Invitation to Bid

ONE (1) signed original bid and ONE (1) complete copy of the bid submitted by the vendor shall be sealed and delivered to the Department of Procurement Services no later than the official bid opening date and time. Any bid received after this time will not be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any Bidder in responding to this ITB including, without limitation, costs for product and/or service demonstrations if requested.

When you submit your bid, you are making a binding offer to the County and are agreeing to all of the terms and conditions in this Invitation to Bid. Use only the form(s) provided in this document. If you make any change to the content or format of any form, the County may disqualify your offer. All information shall be legible and either written in ink or typewritten. If you make a correction or change on any document, the person signing the bid proposal must initial the change. The bid shall be manually signed in **BLUE INK** by an official authorized to legally bind the Bidder to its provisions.

COMPLETION OF BID PACKAGE: The vendor shall complete all required entries in Section 4 of the bid form such as, but not limited to, pricing pages, signature, certifications, references, and acknowledgement of any solicitation addenda. The vendor shall submit the entire solicitation with all Section 4 entries completed in the number of copies specified to the address specified in provision 2.13.1 of this solicitation. The vendor shall also submit any supporting documents (to include proof of insurability and provision of bid bonds as required), samples, and/or descriptive literature required by any of the provisions in Section 2 of the solicitation in a separate sealed envelope / package marked "Literature for Bid (Number).". Do not indicate bid prices on literature.

Specific Completion Directions:

- Pricing shall be completed by inserting the unit price in Section 4 of this solicitation.
- Initial and date in **BLUE INK** the appropriate space(s) for each addendum you received for this ITB.
- Insert any prompt payment discount that you will offer. Note payment is NET 30 DAYS otherwise.
- Complete all certifications included within Section 4 of the solicitation.
- Complete the reference information sheets (include at least three references) contained within the solicitation.
- Complete the vendor information, and sign the bid (IN BLUE INK) in the spaces provided in Section 4 of the solicitation.
- If insurance is required, submit either a certificate of insurance, or evidence of insurability, that is in compliance with the stated insurance requirements.

Section 1.14: Business Hours of Operations

No work shall be done on Saturday, Sunday, or on any days between the hours of 5:01 P.M. and 7:59 A.M. except when such work is necessary for the proper care and protection of the work already performed, and when permission to do such work is secured from the County Department representative. No overtime work shall be started without prior approval of the immediate project manager or his/her designated representative.

Section 1.15: Catalogs and Price Lists Should be Submitted with Offer

The vendor shall submit ONE (1) copy of the current manufacturer's price list(s) and catalog(s) with the initial offer. Failure to meet this requirement may result in your offer being rejected. These documents shall be in effect at the commencement of the contract and shall remain in effect for the life of the contract; unless price escalations are specifically allowable in accordance with this contract. Discounts offered will be evaluated against these price lists and catalogs in order to determine the vendor to whom award may be made pursuant to Section 2.3 herein entitled "Method of Award".

Upon request, the vendor shall provide additional sets of the manufacturer's product catalogs and price lists at no additional cost to the County.

Section 1.16: Certificate of Competency/Licensure

Any person, firm, corporation or joint venture which submits an offer in response to a County solicitation shall, at the time of such offer, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed. If work for other trades is required in conjunction with this solicitation and will be performed by a subcontractor(s), an applicable Certificate of Competency issued to the subcontractor(s) shall be submitted with the prime vendor's offer; provided, however, that the County may at its option and in its best interest allow the vendor to supply the subcontractor(s) certificate to the County during the offer evaluation period.

Section 1.17: Clean-Up

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager.

Section 1.18: Demonstration of Equipment May Be Required During Evaluation

After receipt of offers by the County, the vendors may be required to demonstrate their specifically offered equipment to cognizant County personnel, at no separate cost. The purpose of this demonstration is to observe the equipment in an operational environment and to verify its capability, suitability, and adaptability in conjunction with the performance requirements stipulated in this solicitation. If a demonstration is required, the County will notify the vendor of such in writing and will specify the date, time and location of the demonstration. If the vendor fails to perform the demonstration on the specified date stipulated in the notice, the County may elect to reject that vendor's offer, or to re-schedule the demonstration, whichever action is determined to be in the best interests of the County. The County shall be the sole judge of the acceptability of the equipment in conformance with the specifications and its decision shall be final.

The equipment used for the demonstration shall be the same as the manufacturer's model identified in the vendor's offer. Accordingly, the equipment used in the demonstration shall create an express warranty that the actual equipment to be provided by the vendor during the contract period shall conform to the equipment used in the demonstration. The vendor shall be required to provide adequate restitution to the County, in the manner prescribed by the County, if this warranty is violated during the term of the contract.

Section 1.19: “Equal” Product can be Considered Upon Receipt of Specified Data

The manufacturer's name, brand name and/or model number information contained in this solicitation are being used for the sole purpose of establishing the minimum requirement of level of quality, standard of performance, and design and is in no way intended to prohibit the offer of another manufacturer's items of equal material unless otherwise indicated elsewhere in this solicitation.

This specific solicitation requires submission of the following documentation to enable County evaluation of “equal” products:

- _____ : Product Information Sheets
- _____ : Performance Test Results

If an “equal” product may be considered by the County in accordance with this solicitation, the unit shall be equal in quality and standards of performance to the item specified in the solicitation. Where an “or equal” item is offered, and product information sheets are required, the initial offer must be accompanied with two (2) complete sets of product information sheets (such as factory specifications, standard manufacturer information sheets, catalogues, and brochures), and if required, two (2) copies of performance test results of the unit offered as an equal.. Also for product information submittals, all supporting documentation submitted by the vendor must in total meet the required specifications set forth in this solicitation. Where the standard product literature submitted with the offer provides information that does not comply with the specifications, the vendor shall state, in an official letter on corporate letterhead as part of their initial offer, the differences between the item they are specifically offering, and the equipment described by the standard product literature, to substantiate compliance to all of the specifications set forth in this solicitation. In such cases, any offer submitted with standard product literature but without the letter explaining compliance will result in the rejection of the offer for not meeting the solicitation specifications.

The County shall be sole judge of equality, based on the best interests of the County, and its decision in this regard shall be final. Items labeled "No Substitute" on the County's Bid/Proposal Submission Form are the only products that will be accepted under this solicitation.

Section 1.20: Furnish and Install Requirements

The specifications and/or statement of work contained within this solicitation describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the bidder from furnishing, installing or performing such work where required for the satisfactory completion of the project. The vendor shall also be required to provide adequate general user training to County personnel on the appropriate use of the materials or products as and if necessary.

Section 1.21: Key Contractor Personnel

In submitting a proposal, the Proposer is representing that each person listed or referenced in the proposal shall be available to perform the services described for the Lake County Board of County Commissioners, barring illness, accident, or other unforeseeable events of a similar nature in which case the Proposer must be able to promptly provide a qualified replacement. In the event the Proposer wishes to substitute personnel, the Proposer shall propose a person with equal or higher qualifications and each replacement person is subject to prior written County approval. In the event the requested substitute person is not satisfactory to the County and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to cancel the contract for cause.

Section 1.22: Labor, Materials, and Equipment Shall be Supplied by the Vendor

Unless otherwise stated in this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

Section 1.23: Licenses, Permits and Fees

The vendor shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and or fines imposed on the County or the vendor for failure to obtain required licenses, permits, inspection fees, or inspections shall be borne by the vendor.

Section 1.24: Protection of Property

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest shall be protected against damage or interrupted services at all times by the vendor during the term of this contract; and the vendor shall be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the vendor's operation on the property. In the event the vendor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the vendor.

Section 1.25: Repairs and Parts Manuals to be Provided

The vendor shall supply the County with a minimum of ONE (1) comprehensive repair and parts manuals which identify the component parts, and which describe the appropriate process for repairing the equipment purchased by the County in conjunction with this solicitation. The

manuals shall be supplied prior to, or upon, delivery of the equipment. Final payment shall be withheld until such time as these manuals are received by the County.

Section 1.26: Risk of Loss

The vendor assumes the risk of loss of damage to the County's property during possession of such property by the vendor, and until delivery to, and acceptance of, that property to the County. The vendor shall immediately repair, replace or make good on the loss or damage without cost to the County, whether the loss or damage results from acts or omissions (negligent or not) of the vendor or a third party.

The vendor shall indemnify and save the County harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this contract. The vendor shall pay all claims and losses of any nature whatever in connection therewith, and shall defend all suits, in the name of the County when applicable, and shall pay all costs and judgments which may issue thereon.

SCOPE OF SERVICES**Removal and Disposal of Pallet Rack System (Facilities Management)**

The contractor is required to remove the existing pallet rack system highlighted in Attachment A (Section 5) of this solicitation and the County will transfer title of such system to the contractor. The removal of existing pallet rack system consists of detaching all bolted pallet racks, guards, and rails from the concrete slab and patching any or all holes to floor level to achieve a smooth consistent flow. Contractor shall provide all necessary tools and equipment for proper removal. The removed system shall be transported by contractor owned transfer trailer(s) and shall not be disposed off at any Lake County landfill facilities. This work will be inspected by an authorized representative of the County and shall be performed to determine acceptance of work. Contractor shall contact Ed Luning at 352.343.9747 to schedule commencement of work seventy-two (72) hours in advance.

Furnish and Installation of Pallet Rack System

The pallet rack system shall be composed of two (back to back) rows, approximately 126 linear feet in length and approximately 42 linear feet wide; total approximate square feet of 5,292. A proposed layout of the racks is available in Attachment B (Section 5) of this solicitation. Installed pallet racks shall have even isles with enough room to maneuver the electric forklift specified in this solicitation. Contractor shall provide all tools and equipment to safely unload the pallet rack system and provide installation. This work will be inspected by an authorized representative of the County and shall be performed to determine acceptance of work. Contractor shall contact Ed Luning at 352.343.9747 for delivery appointment and schedule of work, seventy-two (72) hours in advance. Delivery shall take place at Facilities Management Warehouse, 32400 CR 473, Leesburg, FL 34788, Monday through Friday, between the hours of 8:00AM and 4:00PM.

Previously used equipment and new equipment offered must be completely assembled, including options and accessories, and shall be thoroughly tested and ready for operation. Damaged or rusted equipment will not be accepted and shall be replaced at contractor's expense.

Upright height shall be between sixteen (16') feet minimum and twenty-one (21') feet maximum. Uprights: 16/ft. – 21/ft. tall x 42/in. wide, minimum 17,500/lb. weight capacity.

- Paint color of uprights shall all be the same and consistent.

Beams shall be nine (9') feet in length by three and on-half +/- (3.5") inches wide.

Beams: 9/ft. long x 3.5/in. wide, minimum 4,000/lb. weight capacity.

- Paint color of beams shall all be the same and consistent.

Waterfall deck for racking.

- Paint color of waterfall deck shall be the same and consistent.

Electric Forklift Specifications

Previously used or new equipment offered must be completely assembled, including options and accessories, and shall be thoroughly tested and ready for operation. Contractor shall provide all necessary tools and equipment to safely unload forklift onto site. In addition, contractor shall provide all necessary tools and equipment to furnish and install battery charger for the proposed forklift. Forklift shall be equipped with all manufacturers' standard equipment and accessories. Contractor shall contact Ed Luning at 352.343.9747 to schedule an appointment for delivery seventy-two (72) hours in advance. Equipment shall be delivered to Facilities Management Warehouse, 32400 CR 473, Leesburg, FL 34788, between 8:00AM and 4:00PM Monday through Friday.

Crown Electric Forklift, Model: RR-5220/25-35 Series or Equal

<u>Item No.</u>	<u>Description</u>	<u>Comply?</u>		<u>Exceptions</u>
		<u>Yes</u>	<u>No</u>	
1	3,500 lb capacity @ 24" load center	<input type="checkbox"/>	<input type="checkbox"/>	
2	36-volt system complete with new or reconditioned 36 volt industrial battery	<input type="checkbox"/>	<input type="checkbox"/>	
3	Battery removal from left or right side of truck	<input type="checkbox"/>	<input type="checkbox"/>	
4	Standard battery compartment rollers	<input type="checkbox"/>	<input type="checkbox"/>	
5	Flexible multi-point positioning	<input type="checkbox"/>	<input type="checkbox"/>	
6	Back support with integral hip support	<input type="checkbox"/>	<input type="checkbox"/>	
7	Arm/elbow support padding	<input type="checkbox"/>	<input type="checkbox"/>	
8	Non-skid rubber floor mat	<input type="checkbox"/>	<input type="checkbox"/>	
9	Urethane cover on multi-task controller and steer tiller	<input type="checkbox"/>	<input type="checkbox"/>	
10	Hydrostatic power steering	<input type="checkbox"/>	<input type="checkbox"/>	
11	Console display: PIN Security, hour meter, fuel gauge w/ lift interrupt	<input type="checkbox"/>	<input type="checkbox"/>	
12	Key switch and horn	<input type="checkbox"/>	<input type="checkbox"/>	
13	350amp battery connector	<input type="checkbox"/>	<input type="checkbox"/>	
14	Color coded wiring	<input type="checkbox"/>	<input type="checkbox"/>	
15	Equipped with 42" forks	<input type="checkbox"/>	<input type="checkbox"/>	
16	Equipped with side-shifter	<input type="checkbox"/>	<input type="checkbox"/>	
17	All new load wheels & bearings	<input type="checkbox"/>	<input type="checkbox"/>	
18	New caster wheels & bearings	<input type="checkbox"/>	<input type="checkbox"/>	
19	New main drive tire	<input type="checkbox"/>	<input type="checkbox"/>	
20	All used equipment shall be primed, painted & decaled to OSHA Specs. (Metal rust shall not be allowed)	<input type="checkbox"/>	<input type="checkbox"/>	

Crown Electric Forklift, Model: RR-5220/25-35 Series or Equal

<u>Item No.</u>	<u>Description</u>	<u>Comply?</u>		<u>Exceptions</u>
		<u>Yes</u>	<u>No</u>	
21	Operator manuals shall be delivered with the machine.	<input type="checkbox"/>	<input type="checkbox"/>	
22	A minimum of four hours operator instruction in use of the machine will be provided. Time and date to be arranged by the Office of Procurement Services at the time the unit is ready for service.	<input type="checkbox"/>	<input type="checkbox"/>	
23	All accessories and tools shall be delivered with the machine.	<input type="checkbox"/>	<input type="checkbox"/>	
24	Delivery shall be made to: Facilities Development & Management 32400 CR 473, Leesburg, FL 34788	<input type="checkbox"/>	<input type="checkbox"/>	
25	Delivery is of equipment is desired within 90 days from receipt of purchase order	<input type="checkbox"/>	<input type="checkbox"/>	
26	Provide and install charging station for fork lift.	<input type="checkbox"/>	<input type="checkbox"/>	

Electric Pallet Jack Specifications

Previously used equipment offered must be completely assembled, including options and accessories, and shall be thoroughly tested and ready for operation. Contractor shall provide all necessary tools and equipment to safely unload forklift onto site. In addition, contractor shall provide all necessary tools and equipment to furnish and install battery charger for proposed electric pallet jack. Pallet jack shall be equipped with all manufacturers' standard equipment and accessories. Contractor shall contact Ed Luning at 352.343.9747 to schedule an appointment for delivery seventy-two (72) hours in advance. Equipment shall be delivered to Facilities Management Warehouse, 32400 CR 473, Leesburg, FL 34788, between 8:00AM and 4:00PM Monday through Friday.

Crown Electric Pallet Jack, Model: PE 4000 Series or Equal

<u>Item No.</u>	<u>Description</u>	<u>Comply?</u>		<u>Exceptions</u>
		<u>Yes</u>	<u>No</u>	
1	24-volt fused electrical system	<input type="checkbox"/>	<input type="checkbox"/>	
2	Separately excited drive motor (SEM)	<input type="checkbox"/>	<input type="checkbox"/>	
3	Electric brake w/ override	<input type="checkbox"/>	<input type="checkbox"/>	
4	Regenerative motor braking	<input type="checkbox"/>	<input type="checkbox"/>	
5	175 amp connector w/quick disconnect	<input type="checkbox"/>	<input type="checkbox"/>	
6	Color coded wiring	<input type="checkbox"/>	<input type="checkbox"/>	
7	10" x 4" wide rubber drive tire	<input type="checkbox"/>	<input type="checkbox"/>	
8	3.25" x 4.5" wide load wheels w/debris guard	<input type="checkbox"/>	<input type="checkbox"/>	
9	Horn / key switch	<input type="checkbox"/>	<input type="checkbox"/>	
10	All new load wheels & bearings	<input type="checkbox"/>	<input type="checkbox"/>	
11	New caster wheels & bearings	<input type="checkbox"/>	<input type="checkbox"/>	
12	New main drive tire	<input type="checkbox"/>	<input type="checkbox"/>	
13	All used equipment shall be primed, painted & decaled to OSHA Specs. (Metal rust shall not be allowed)	<input type="checkbox"/>	<input type="checkbox"/>	
14	Operator manuals shall be delivered with the machine.	<input type="checkbox"/>	<input type="checkbox"/>	
15	A minimum of four hours operator instruction in use of the machine will be provided. Time and date to be arranged by the Office of Procurement Services at the time the unit is ready for service.	<input type="checkbox"/>	<input type="checkbox"/>	
16	All accessories and tools shall be delivered with the machine.	<input type="checkbox"/>	<input type="checkbox"/>	
17	Delivery shall be made to: Facilities Development & Management 32400 CR 473, Leesburg, FL 34788	<input type="checkbox"/>	<input type="checkbox"/>	

Crown Electric Pallet Jack, Model: PE 4000 Series or Equal

<u>Item No.</u>	<u>Description</u>	<u>Comply?</u>		<u>Exceptions</u>
		<u>Yes</u>	<u>No</u>	
18	Delivery is of equipment is desired within 90 days from receipt of purchase order	<input type="checkbox"/>	<input type="checkbox"/>	
19	Provide and install charging station for pallet jack.	<input type="checkbox"/>	<input type="checkbox"/>	

3.1 DEFINITIONS

Addenda: A written change to a solicitation.

Bid: shall refer to any offer(s) submitted in response to this Invitation to Bid.

Bidder: Shall refer to anyone submitting a bid in response to an Invitation to Bid.

Contract: The agreement to perform the services set forth in this solicitation. The contract will be comprised of the solicitation document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The vendor to which award has been made.

County: Shall refer to Lake County, Florida.

Invitation to Bid (ITB): Shall mean this solicitation document, including any and all addenda. An ITB contains well-defined terms, conditions, and specifications, and is awarded to the lowest priced responsive and responsible bidder.

Modification: A written change to a contract.

Responsive: Refers to a bid that contains no exceptions or deviations from the terms, conditions, and specifications set forth in the Invitation to Bid.

Responsible: Refers to a bidder that has the capacity and capability to perform the work required under an Invitation to Bid, and is otherwise eligible for award.

Responsive: Refers to a bidder that has taken no exception or deviation from the terms, conditions, and specifications set forth in an Invitation to Bid.

Solicitation: The written document requesting either bids or proposals from the marketplace.

Vendor: A general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established for purposes of this Invitation to Bid (ITB) that the words “shall”, “must”, or “will” are equivalent in this ITB and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the County. A deviation is material if, in the County’s sole discretion, the deficient response is not in substantial accord with this ITB’s mandatory requirements. The words “should” or “may” are equivalent in this ITB and indicate very desirable conditions, or requirements but are permissive in nature.

3.2 INSTRUCTIONS TO BIDDERS**A. Bidder 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 bids. 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 requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment.
2. Disclosure of Ownership
3. Drug-Free Workplace
4. W-9 and 8109 Forms – The vendor must furnish these forms upon request as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner’s social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.).
6. Americans with Disabilities Act (A.D.A.).
7. Conflict of Interest
8. Debarment Disclosure Affidavit.
9. Nondiscrimination
10. Family Leave.
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

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 submit a bid on a contract to provide any goods or services to a public

entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform 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

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, 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 bid opening date. Such inquiries shall contain the requester’s name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with the bidder’s facsimile number.

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 bidder 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. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the bidder’s responsibility to ensure receipt of all addenda, and any accompanying documentation, the bidder is required to submit with its bid a signed “Acknowledgment of Addenda” form, when any addenda have been issued. Failure to acknowledge each addendum may prevent the bid from being considered for award

D. Contents of Solicitation and Bidders’ Responsibilities

It is the responsibility of the bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the bidder will not be accepted as a basis for varying the requirements of the County or the amount to be paid to the vendor.

E. Restricted Discussions

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation or any part thereof with any employee, agent, or any other representative of the County except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Change or Withdrawal of Bids

Changes to Bid - Prior to bid opening, a bidder may change its bid by submitting a new bid as specified in the solicitation with a letter on the firm’s letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original bid. No changes to a bid will be accepted after the bid opening date.

Withdrawal of Bid - A bid may be withdrawn, either physically or by written notice, at any time prior to the bid opening date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the bid opening date and time. A bid may also be withdrawn after expiration of the specified bid acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The withdrawal letter must be on company letterhead and signed by an authorized agent of the bidder.

G. Conflicts within the Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement

representative prior to the bid or proposal response date.

H. Prompt Payment Terms

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 in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

3.3 PREPARATION OF BIDS

- A. The Bid Pricing Section of this solicitation defines the goods or services to be purchased, and must be completed and submitted with the bid. Use of any other form or alteration of the form may result in the rejection of the bid.
- B. The bid submitted must be legible, and completed using typewriter, computer or ink. Any entry change must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- C. An authorized agent of the bidder's firm must sign the bid. **FAILURE TO SIGN THE BID MAY RENDER THE BID NON-RESPONSIVE.**
- D. The bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The bidder may submit alternate bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate bid must meet or exceed the minimum requirements and be submitted as a separate bid marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- H. Any bid received after the stipulated bid opening date and time through no fault of the County will be considered late, and except under the most exceptional circumstances, not be considered for award.

3.4 CANCELLATION OF SOLICITATION

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

3.5 AWARD

- A. Award may be made to the lowest priced responsive and responsible bidder. The County reserves the right to reject any and all bids, 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.
- B. 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 bid 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.
- C. The County reserves the right to reject any and all bids 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.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work is not amended.
- E. 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 bidder's site or hold a pre-award qualification hearing to determine the responsibility and capacity of the bidder to perform the requirements of this solicitation. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as

stipulated in the solicitation.

- F. The bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a bidder that submitted a bid under this solicitation.
- G. The Director of Procurement Services will decide all tie bids with initial preference being given to the entity employing the most personnel residing within the County.

3.6 CONTRACT EXTENSION

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s). Exercise of the above options requires the prior approval of the Director of Procurement Services.

3.7 WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

3.8 ESTIMATED QUANTITIES

Estimated quantities or dollars are for bidder's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use any stated estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-governmental or non-profit entities utilizing this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

3.9 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 actually provided under this contract.

3.10 CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

3.11 PROTEST OF AWARD

A vendor wishing to protest any award decision resulting from this solicitation shall do as set forth in the County's Purchasing Procedure Manual. It is incumbent upon the vendor to be aware of the posting of any associated award recommendation. Any protest received after the actual contract award date may be rejected.

3.12 RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation.

3.13 SUBCONTRACTING

Unless otherwise specified in this solicitation, the vendor shall not

subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default.

3.14 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 prior written consent of the County.

3.15 DELIVERY

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

3.16 RESPONSIBILITY AS EMPLOYER

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 may be required to wear appropriate identification.

3.17 INDEMNIFICATION

The vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

3.18 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, such bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such bids. Related parties shall mean bidder or the principals thereof which have a direct or indirect ownership interest in another bidder for the same contract or in which a parent company or the principals thereof of one bidder have a direct or indirect ownership interest in another bidder for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a bid for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Bids found to be collusive shall be rejected. Bidders 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 bidding may be terminated for default.

3.19 MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance

with all applicable County procedures.

3.20 TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

3.21 TERMINATION DUE TO UNAVAILABILITY OF FUNDING IN SUCCEEDING FISCAL YEARS

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

3.22 TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

3.23 FRAUD AND MISREPRESENTATION

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 with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.24 ACCESS TO RECORDS

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 this Agreement and upon request make them available to the County for three (3) years following expiration of the Agreement. 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.

3.25 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; the "Public Record Law." The bidder should not submit any information in response to this solicitation which the bidder considers 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 protection from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

3.26 CONTRACTING WITH COUNTY EMPLOYEES

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.

3.27 INCURRED EXPENSES

This ITB 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 bidder in preparing and submitting a bid, or any cost or expense incurred by any bidder prior to the execution of a purchase order or contract agreement. By submitting a bid, the bidder also agrees that the County bears no responsibility for any costs of the bidder associated with any administrative or judicial proceedings resulting from this solicitation process.

3.28 COUNTY IS TAX-EXEMPT

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.

In the event the project is declared a sales tax recovery project by the County, the following procedure shall apply:

- (a) The County representative shall make a recommendation to the Division of Procurement Services regarding the materials to be purchased;
- (b) When those materials are purchased by the County, all purchase orders shall be issued directly from Procurement Services;
- (c) The County shall take title to those materials directly from the manufacturer/supplier and shall bear the risk of loss or damage to the materials which are delivered directly from the manufacturer/ supplier;
- (d) The County shall be invoiced directly for the materials from the manufacturer/supplier and shall pay the invoices directly to the manufacturer/supplier, presenting its sales tax exemption certificate at the time of payment.

The cost of any materials purchased through the sales tax recovery program shall be deducted from the contract amount and the vendor shall no longer be responsible for providing those materials. A written change order shall be executed.

3.29 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this ITB 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. In the event that 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.

3.30 STATE REGISTRATION REQUIREMENTS

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 (<http://www.dos.state.fl.us>).

3.31 PRIME CONTRACTOR

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 of this ITB. 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.

3.32 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

3.33 OTHER AGENCIES

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.

3.34 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or 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.

3.35 TRUTH IN NEGOTIATION CERTIFICATE

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 he 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.

3.36 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the vendor by the County upon request.

ITB TITLE: Pallet Racks, Forklift, and Pallet Jack

NOTES:

- Lake County is exempt from all taxes (Federal, State, Local). Pricing should be less all taxes. A Tax Exemption Certificate will be furnished upon request.
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being “estimated” quantities, vendors are advised to review the “Estimated Quantities” clause contained in Section 3 of this solicitation.
- Each price offered in your bid shall be a firm-fixed price, exclusive of any tax. Any bid containing a modifying or “escalator” clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- **Vendors are advised to visit our website at <http://www.lakecountyfl.gov> and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.**

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever applies

Part I:
<p>The bidder must list below the dates of issue for each addendum received in connection with this ITB:</p> <p style="text-align: center;">Addendum #1, Dated: _____</p> <p style="text-align: center;">Addendum #2, Dated: _____</p> <p style="text-align: center;">Addendum #3, Dated: _____</p> <p style="text-align: center;">Addendum #4, Dated: _____</p>
Part II:
<p><input type="checkbox"/> No Addendum was received in connection with this ITB.</p>

PRICING SECTION

Item #	Item Description	Qty:	Unit	Unit Price
1	Removal of Pallet Rack System (removal and properly disposal of existing pallet rack)	1	Lot	
2	Furnishing and Installation of Pallet Rack System	1	Lot	
3	Crown Electric Forklift, Model: RR-5220/25-35 Series or Equal	1	Each	
4	Crown Electric Pallet Jack, Model: PE 4000 Series or Equal	1	Each	
<u>(Award(s) will be made on an item-by-item basis)</u>				

Removal and disposal of existing pallet rack system shall be made within _____ calendar days of receipt of Purchase Order, desired within thirty (30) calendar days. Hours of operation are from 8:00 a.m. and 4:00 p.m., Monday through Friday, except County holidays.

Delivery of pallet rack system, forklift, and or pallet jack shall be made within _____ calendar days of receipt of Purchase Order, desired within ninety (90) calendar days. Hours of operation are from 8:00 a.m. and 4:00 p.m., Monday through Friday, except County holidays. Delivery at other times shall be by special arrangement only. All delivery is to be F.O.B. Destination, freight included.

By Signing This Bid the Bidder Attests and Certifies That:

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The bidder hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this bid document and any contract(s) and/or other transactions required by award of this solicitation.

Additional Certifications Requiring Completion:

Purchasing Agreements with Other Government Agencies

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. Yes No (Check one)

Certification Regarding Felony Conviction

Has any officer, director, or executive of the bidding entity been convicted of a felony during the past ten (10) years? Yes No (Check one)

Conflict of Interest Disclosure Certification

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same services, and is in all respects fair and without collusion or fraud.

Exceptions: _____

General Vendor Information and Proposal Signature:	
Firm Name:	_____
Street Address:	_____
Mailing Address (if different):	_____
Telephone No.:	_____ Fax No.: _____ E-mail: _____
FEIN No. _____ - _____	Prompt Payment Terms: _____ % _____ days, net _____
Signature:	_____ Date: _____
Print Name:	_____ Title: _____

Award of Contract by the County: (Official Use Only)	
By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.	
Vendor awarded as:	
<input type="checkbox"/> Sole vendor	<input type="checkbox"/> Pre-qualified pool vendor based on price
<input type="checkbox"/> Pre-qualified pool vendor (spot bid)	<input type="checkbox"/> Primary vendor for items: _____
<input type="checkbox"/> Secondary vendor for items: _____	<input type="checkbox"/> Other status: _____
Signature of authorized County official:	_____ Date: _____
Printed name:	_____ Title: _____
Purchase Order Number assigned to this contract for billing purposes: _____	

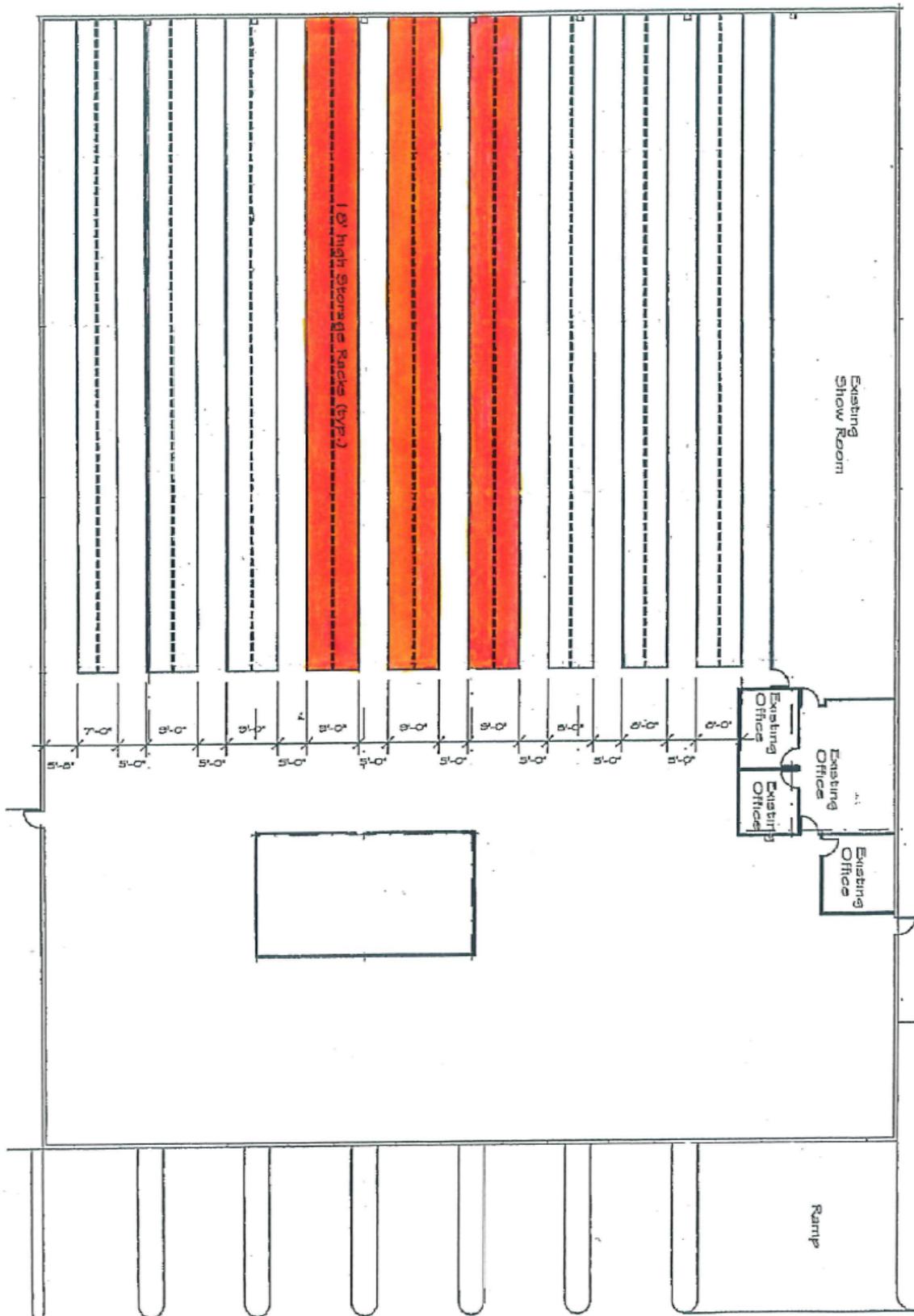
THE FOLLOWING DOCUMENTS ARE ATTACHED

Attachment A: Removal of Existing Furniture Rack Layout

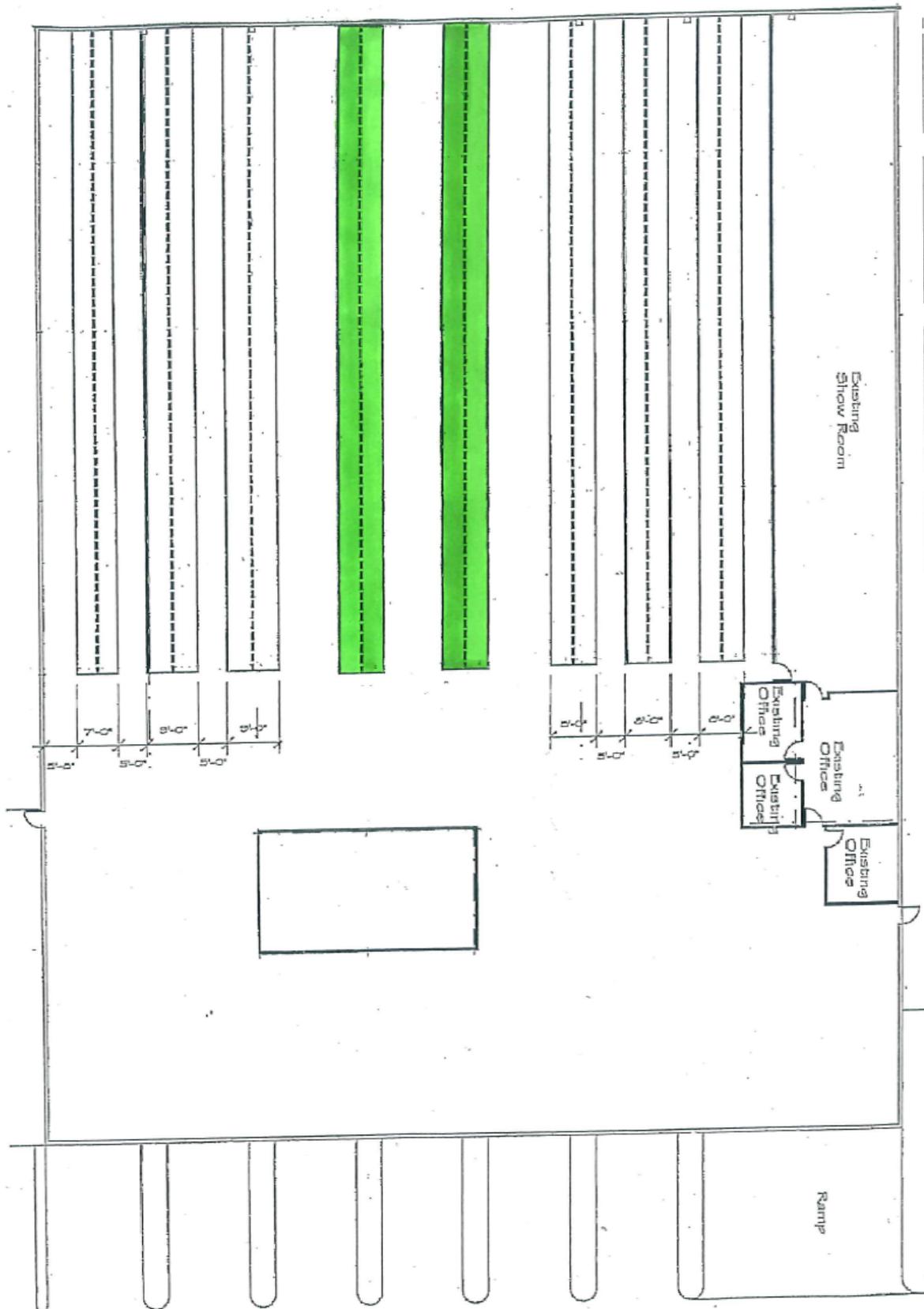
Attachment B: Proposed Pallet Rack Installation Layout

Attachment C: Previous Work References

REMOVAL OF EXISTING FURNITURE RACK LAYOUT



PROPOSED PALLET RACK INSTALLATION LAYOUT



PREVIOUS WORK REFERENCES

#1 Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

#1 Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

#1 Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	