



LAKE COUNTY
FLORIDA

REQUEST FOR PROPOSAL (RFP)
Road, Drainage and Sidewalk Construction Job Order Contract
(Projects up to \$100,000)

RFP Number: 14-0604 **Contracting Officer:** Donna Villinis
Pre-Proposal
Proposal Due Date: November 6, 2013 **Conference Date:** October 28, 2013
Proposal Due Time: 3:00 p.m. **RFP Issue Date:** October 17, 2013

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	See Section 1.9
Certificate of Competency/License:	See Section 1.18
Indemnification/Insurance:	See Section 1.8
Mandatory Pre-Proposal Conference:	See Section 1.4

At the date and time specified above, all proposals that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the vendors submitting proposals will be read aloud and recorded. The proposals will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the proposal due date. A separate contractual document will be signed by the County and the awarded firm.

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 on-call job order contract(s) for County road, drainage, and sidewalk construction projects having an individual cost of \$100,000 or less. The work under those projects may fall within a new construction, renovation, or repair work scope and may involve site work and landscaping work elements.

Job orders submitted under this contract shall follow FDOT pay item format and shall not exceed most current statewide average unit costs as published by FDOT which can be found at the following link:

<http://www.dot.state.fl.us/specificationsoffice/estimates/historicalcostinformation/historicalcost.shtm>

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. To ensure reply, questions should be submitted no later than five (5) working days before the proposal due date.

Donna Villinis, CPPB, Senior Contracting Officer
Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 441
PO Box 7800
Tavares, FL 32778-7800

Phone : 352.343.9839 Fax : 352.343.9473
E-mail: dvillinis@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 Office of Procurement Services.

Section 1.3: Method of Award – Considering Qualifications and Pricing

Award will be made to the vendor who submits the overall proposal that is judged to provide the best value to the County. Proposals will be evaluated based upon the following criteria:

1. Qualifications of proposed personnel.
2. Proposed pricing tabulations for sample projects and understanding of the FDOT Pay Item Unit Cost costing method.
3. Proposed materials and plans to accomplish task.
4. Reports from direct and indirect references.
5. Responsiveness and completeness of the written proposal to these instructions with regard to the Scope of Services.
6. Other relevant criteria.

Section 1.4: Mandatory Pre-Proposal Conference

A **MANDATORY** pre-proposal conference will be held on Monday, October 28, 2013 at 10:00 a.m. in the Public Works Large Conference Room, 437 Ardice Avenue, Eustis, Florida to discuss the special conditions and specifications included within this solicitation. It is mandatory that a representative of the firm attend this conference to submit a proposal in response to this solicitation.

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

Section 1.5: Term of Contract

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services; and is contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall be twelve (12) months, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

Section 1.6: Option to Renew

The County shall have the option to renew this contract for four (4) additional one (1) year period(s) at the end of each contract term. Prior to completion of each exercised contract term, the County may consider an adjustment to price based on changes in the following pricing index: published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov>), CPI and Wage and Benefits Calculators. **It is the vendor's responsibility to request any pricing adjustment in writing under this provision.** The vendor's written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The County reserves the right to reject any written price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

Section 1.7: Method of Payment

The vendor(s) shall submit one lump sum invoice representing the total value of the approved cost estimate to the County user department(s) after each individual project has been completed. In addition to the general invoice requirements set forth below, the invoices shall reference, as applicable, the corresponding delivery ticket number, packing slip number, or other acceptance document that was signed by an authorized representative of the County user department at the time the items were delivered and accepted. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items.

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 prescribed 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 in effect prior to a purchase order or contract being executed by the County.]

An original 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 must be received and accepted by the County prior to contract execution and/or 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, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, 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. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

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

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

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

Combined Single Limit	\$1,000,000
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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.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value: \$ _____
Garage Keepers Liability at coverage value: \$ _____

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 all applicable liability insurance policies.

The certificate(s) of insurance, shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the Vendor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Vendor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) 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

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

All self-insured retentions 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 self-insured retentions, or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention 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 or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

Section 1.9: Bonding Requirements

A bid bond/surety is not required to be submitted with the proposal.

Section 1.9.1: Performance/Payment Bond

At the County’s discretion, performance and payment bonds may be required based on the parameters of a specific project. At the County’s request, the vendor to whom a contingent award is made shall duly execute and deliver to the County a Performance and Payment Bond in an amount that represents 100% of the vendor’s offer price. The Performance and Payment Bond Form supplied by the County shall be the only acceptable form for these bonds. No other form will be accepted. The completed form shall be delivered to the County within five (5) working days after formal notice of award on a per project basis. If the vendor fails to deliver the payment and performance bond within this specified time, including granted extensions, the County shall declare the vendor in default of the contractual terms and conditions, and the County shall not accept any offer from that vendor for a twelve (12) month period following such default.

The following specifications shall apply to any bond provided:

A. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best’s Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

<u>Bond Amount</u>	<u>Best Rating</u>
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

B. On contract amounts of \$500,000 or less, the bond provisions of Section 287.0935, Florida Statutes shall apply.

C. The attorney-in-fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of power of attorney authorizing the officer to do so. The contract bond must be counter signed by the surety's resident Florida agent.

Section 1.10: Completion/Delivery

As specified in Section 2, Statement of Work, and in Section 1.10.1.

Section 1.10.1: Completion of Work from Date of Notice to Proceed

The vendor shall commence work within ten (10) business days from the issuance of the Notice to Proceed. The vendor shall complete the project within the timeframe as established with the accepted job order proposal.

All work shall be performed in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the vendor(s), except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County within two (2) calendar days of the delays so that a revised delivery schedule can be appropriately considered by the County.

Should the vendor(s) to whom the contract(s) is awarded fail to complete the work within the number of days stated in the accepted job order, or the “not-to-exceed” timeframe cited above, it is hereby agreed and understood that the County reserves the authority to cancel the contract with the vendor and to secure the services of another vendor to complete the work. If the County exercises this authority, the County shall be responsible for reimbursing the vendor for work which was completed and found acceptable to the County in accordance with the contract specifications. The County may, at its option, demand payment from the vendor, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the County as a result of having to secure the services of another vendor. If the incumbent vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

Section 1.10.2: Liquidated Damages for Late Delivery

- A. The County and the Contractor recognize that, since time is of the essence for this Contract, the County will suffer financial loss if the work is not completed within the time specified.
- B. The County shall be entitled to assess, as liquidated damages, but not as a penalty, for each calendar day after the scheduled completion date. The project shall be deemed to be completed on the date the work is deemed complete to the satisfaction of the Project Manager. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above-noted liquidated damages as a penalty. The parties agree that the liquidated damages sum represents a fair and reasonable estimate of the County’s actual damages at the time of contracting if the Contractor fails to complete the work in a timely manner. The liquidated damages shall be as follows:

<u>Specific Project Amount</u>	<u>Daily Charge per Calendar Day</u>
\$5,000 and under.....	\$ 25
Over \$5,000 but less than \$10,000.....	\$ 75
\$10,000 or more but less than \$20,000.....	\$ 150
\$20,000 or more but less than \$30,000.....	\$ 250
\$30,000 or more but less than \$40,000.....	\$ 350
\$40,000 or more but less than \$50,000.....	\$ 450
Over \$50,000	\$ 500

Section 1.11: Acceptance of Goods or Services

The product(s) delivered as a result of an award from this solicitation shall remain the property of the contractor, and services rendered under the contract will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the County and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the contract or initiate corrective action on the part of the vendor, to include return of any non-compliant goods to the vendor at the vendor's expense, requiring the vendor to either provide a direct replacement for the item, or 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. The County will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the County on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the contractor by the County for any contract or financial obligation.

Section 1.11.1: 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 five (5) calendar days after receipt of the written notice of such rejected defects, deficiencies, and/or non-conformances. 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, 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 1.12: Warranty Shall be Eighteen (18) Months from Date of Acceptance**A. Type of Warranty Coverage Required**

In addition to all other warranties that may be supplied by the vendor, the vendor shall warrant its products and/or service against faulty labor and/or defective material, for a minimum period of eighteen (18) months after the date of acceptance of the labor, materials and/or equipment by the County. This warranty requirement shall remain in force for the full eighteen (18) month period; regardless of whether the vendor is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the vendor does not constitute a waiver of these warranty provisions.

B. Correcting Defects Covered Under Warranty

The vendor shall be responsible for promptly correcting any deficiency, at no cost to the County, within twenty (20) calendar days after the County notifies the vendor of such deficiency in writing. If the vendor fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor may be debarred as a County vendor, and/or become subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within five (5) calendar days of receipt of the notice. If the vendor fails to satisfy the warranty within the period specified in the notice, the County may (a) place the vendor in default of its contract, and/or (b) procure the products or services from another source and charge the incumbent vendor for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.

Section 1.12.1: Materials Shall be New and Warranted Against Defects

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. In the event any of the materials supplied to the County by the vendor are found to be defective or do not conform to specifications: (1) the materials may be returned to the vendor at the vendor's expense and the contract cancelled or (2) the County may require the vendor to replace the materials at the vendor's expense.

Section 1.13 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 (FedEx, 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 Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Office of Procurement Services prior to the date and time established within the solicitation. A response will not be considered for award if received in the Office of Procurement Services after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. 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 due date for the solicitation.

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 441
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 FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
32400 COUNTY ROAD 473
LEESBURG, FL 34788

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

Section 1.14: Completion Requirements for Request For Proposal (RFP)

The original proposal and four (4) complete copies of the proposal submitted by the vendor shall be sealed and delivered to the Office of Procurement Services no later than the official proposal due date and time. Any proposal 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 vendor in responding to this RFP including, without limitation, costs for product and/or service demonstrations if requested. When you submit your proposal, you are making a binding offer to the County.

Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the proposer’s capabilities to satisfy the conditions and requirements of this RFP. Fancy bindings, colored displays, and promotional material are not desired. The County emphasizes that the proposer concentrate on accuracy, completeness, and clarity of content.

To facilitate analysis of its proposal, the proposer shall prepare its proposal in accordance with the instructions outlined in this section. If the proposal deviates from these instructions, such proposal may, in the County’s sole discretion, be rejected.

Page Size and Format: Page size shall be 8.5 x 11 inches, not including foldouts. The text size shall be 11 point or larger.

Section 1.14.1 Proposal Submittal / Requirements

The following items shall be included and submitted with your proposal:

- Tab A. RFP Coversheet completed and submitted at the beginning of the proposal.
- Tab B. Statement of Interest – to be submitted on the firm’s letterhead and include the following:
1. Concisely state the firm’s understanding of the services required by the County. The vendor may include any additional relevant information not requested elsewhere in the RFP under this tab.
 2. The signature on the statement shall be that of a person authorized to represent and bind the firm.
- Tab C: Proposed Approach and Process
1. Provide a concise description of the approach and process the vendor will employ to successfully complete the work to be performed to include any specific staffing or equipment resources that will be employed by the vendor. Multiple alternate solution proposals may be submitted by the same proposer. For each different proposed solution, include the same degree of detail and description specified for a primary offering.
 2. Exceptions – clearly describe any exceptions the vendor may have in regards to any requirements stated in the RFP document or associated addendums.
- Tab D. RFP Document – submit the entire RFP document under Tab D. Ensure that the following sections/attachments of the RFP are completed:
1. Pricing/Certifications/Signature Forms. Complete Section 4, with all entries completed.

In order for the County to judge the capability and experience using the FDOT Pay Item Unit Cost structure, three (3) sample projects are included herein, with a narrative description and plans for each. A pricing proposal shall be submitted for each sample project, using the tabulation sheets provided in Section 4. A completed tabulation sheet is required for each of the sample projects. The plan sheets for each sample project are included in Section 5, Attachments.

Cost proposals for each sample project shall utilize the FDOT Pay Item Unit Cost as found at:
<http://www.dot.state.fl.us/specificationsoffice/Estimates/HistoricalCostInformation/HistoricalCost.shtm>.

Contractor shall utilize the annual statewide averages for the period between January 2012 and December 2012.

2. References Form (Attachment 1)
3. Vendor Profile Form (Attachment 2). Attach proof of license to practice in Florida.
4. Similar Projects Form (Attachment 3). Reference similar work efforts (at least five (5) verifiable) performed by your firm within the last three (3) years, to other public sector organizations in the State of Florida; County entities preferred. Examples should best illustrate current qualifications relevant to this project. (Make copies of this form as needed.)

Tab E. Proof of Insurance. Provide either a completed Accord form or a signed letter from your insurance agency on its letterhead stating that you have or can get the required insurance coverage.

Tab F. Sub-Contractors. Provide a list of any proposed sub-contractors or joint venture arrangements that may be used on the project.

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

Section 1.15 Public Records/ Copyrights

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the contractor for or on behalf of the County shall be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the County are public records available for inspection by any person even if the file or paper resides in the contractor's office or facility. The vendor shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the

contract, the contractor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the Contracting Officer.

Any copyright derived from any agreement derived from this solicitation shall belong to the author. The author and the contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the contractor in any deliverable and/or report for the County's use which may include publishing in County documents and distribution as the County deems to be in the County's best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable shall be considered defective and not acceptable and the contractor will not be eligible for any compensation.

Section 1.16: Accident Prevention and Barricades

Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant Federal, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible vendor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

Section 1.17: Business Hours of Operations

No work shall be done on Saturday, Sunday, County holiday, or on any days between the hours of 5:00 P.M. and 7:00 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 1.18: Certificate of Competency/Licensure, Permits, and Fees

Any person, firm, corporation or joint venture that 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 sub-contractor(s) or vendor(s) hired by the prime/responding vendor, an applicable Certificate of Competency/license issued to the sub-contractor(s)/hired vendor(s) shall be submitted with the prime/responding vendor's offer; provided, however, that the County may at its option and in its best interest allow the prime/responding vendor to supply the sub contractor(s)/hired vendor(s) certificate/license to the County during the offer evaluation period. The prime/responding vendor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other 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 or other fees, or inspections shall be borne by the vendor.

Section 1.19: 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 1.20: Compliance with Federal Standards

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

Section 1.21: Conflicts Between the Drawings and Specifications

In the event of any conflict between the drawings and specifications contained within this contract, the following guidance shall govern:

A. Addenda shall supersede all other Contract Documents to the extent specified with the Addenda. Subsequent addenda shall supersede prior addenda only to the extent specified.

B. Drawing(s) and specifications are intended to agree and be mutually complete. Any item not contained within the drawing(s), but contained in the specifications, or vice-versa, shall be provided and/or executed as shown in either the drawing(s) or specifications at no extra cost to the County. Should anything not included in either the drawing(s) and the specifications be necessary for the proper construction and/or operation of the work herein specified, or should any error or disagreement between the specifications and drawing(s) exist or appear to exist, the vendor shall not derive unjust benefit thereby, or use such disagreement counter to the best interests of the County. If the discrepancy is noted before initial submission of offers, or before contract award, the vendor shall immediately advise the designated procurement agent of the perceived discrepancy. If the discrepancy is noted after award, the vendor shall immediately advise the cognizant user department project manager, and await that individual's resultant direction, before proceeding with the work in question.

Section 1.22: Cost Estimates for Each Project

The vendor(s) shall be required to submit a written estimate on each prospective project under this contract before a work order for that specific project is issued. Estimates submitted under this contract shall follow FDOT pay item format and shall not exceed the most current statewide average unit cost as published by FDOT which can be found at the following link: <http://www.dot.state.fl.us/specificationsoffice/Estimates/HistoricalCostInformation/HistoricalCost.shtm>. Vendor shall identify and quantify all applicable FDOT Unit Items necessary to accomplish this work. The estimate shall include the total number of days necessary to accomplish the project.

Section 1.23: “Equal” Product Can be Considered

If a product or service requested by this solicitation has been identified in the specifications by a brand name, and has not been notated as a “No Substitute” item, such identification is intended to be descriptive and not restrictive, and is to indicate the quality and characteristics of product or service that will be acceptable. Vendors offering an alternate product will be considered for award if such product is clearly identified in the proposal and is determined by the County to fully meet the salient characteristic requirements listed in the specifications. An alternate product will not be considered for any item notated “No Substitute”.

Unless the vendor clearly indicates in its bid or proposal that it is proposing an alternate product, the proposal shall be considered as offering the same brand name referenced in the specifications.

If the vendor proposes to furnish an alternate product or service, the brand name of the product or service to be furnished shall be clearly identified. The evaluation of the proposal and the determination as to acceptability of the alternate product or service shall be the responsibility of the County and will be based upon information furnished by the vendor. The County will not be responsible for locating or securing any information which is not included in the proposal. To ensure that sufficient information is available, the vendor shall furnish as part of the proposal all descriptive material necessary for the County to determine whether the product offered meets the salient characteristics required by the specifications.

Section 1.24: 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 1.25: 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 1.26: 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 1.27: Local Office Shall be Available

The vendor shall maintain an office within the geographic boundaries of Lake, Orange, Polk, Sumter, Seminole, Volusia, Osceola and Marion Counties. This office shall be staffed by a competent company representative who can be contacted during normal working hours and who is authorized to discuss matters pertaining to the contract.

The County reserves the right to perform an inspection of the local office during the offer evaluation period, and any time during the term of the contract, and to use this inspection as a means for determining the vendor to which award will be made under this solicitation. The acceptability of the size, location, and overall functionality of the service facility shall be determined by the County in consideration of the contract requirements. The County's best interests shall prevail in this regard, and the decision of the County in this regard shall be final.

Section 1.28: Material Safety Data Sheet (MSDS)

It is a vendor responsibility to ensure that the County has received the latest version of any MSDS required by 29 CFR 1910.1200 with the first shipment of any hazardous material. Also, at any time the content of an MSDS is revised, the vendor shall promptly provide a new MSDS to the County with the new information relevant to the specific material.

Section 1.29: Minimum Wages

Under this contract, the wage rate paid to all laborers, mechanics and apprentices employed by the vendor for the work under the contract, shall not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

Section 1.30: Modification to Project Designs

The County's Project Manager reserves the right to make minor design changes on details shown on the contract documents without additional cost; provided that there is no increase in the amount of materials, workmanship or cost to the vendor. Any conflict or inconsistency between the drawing and specifications, and/or any discrepancy between any dimensions and the

drawings, shall be reported, in writing, by the vendor to the Project Manager; whose decision thereon shall be conclusive.

Any errors, omissions, ambiguities, and/or discrepancies which are found on the drawings or in the specifications during the course of the work shall be interpreted by the Project Manager. Further, any discrepancies between the drawings and specifications which the vendor failed to bring to the attention of the Project Manager before submitting its offer shall be interpreted by the Project Manager. The vendor hereby understands and agrees to abide by the Project Manager's interpretation and agrees to complete the work in accordance with the decision of the Project Manager. If the Contract Documents are not complete as to any minor detail of a required system or equipment, but there exists an accepted manufacturing standard, such details shall be deemed to have been implied and required by the Contract Documents in accordance with such standard.

Section 1.31: Omission from the Specifications

The apparent silence of this specification and any addendum regarding any details, or the omission from the specification of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

Section 1.32: 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 1.33: 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 hold 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 whatsoever 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.

Section 1.34: Special Notice to Vendors Regarding Federal and/or State Requirements

Upon award of a contract resulting from this solicitation, the vendor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

- 1) All persons employed by the vendor during the term of the contract to perform employment duties within Lake County; and
- 2) All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.

Section 1.35: Superintendent Shall be Supplied by the Vendor

The vendor shall employ a competent superintendent who shall be in attendance at all times at the project site during the progress of the work. The term "competent" includes an ability to be able to clearly communicate, orally and in writing, in English. The superintendent shall be the primary representative under this contract for the vendor. All authorized communications given to the superintendent by the County, and all contract-related decisions made by the superintendent, shall be binding to the vendor. The superintendent shall be considered to be, at all times, an employee of the vendor under its sole direction and not an employee or agent of the County.

Section 1.36: Work Orders Shall be Generated for Each Project

The County's authorized representative shall generate and issue a Work Order for each project to be performed under the contract resulting from this solicitation. The Work Order shall include the location, description and plans, if necessary, covering the scope of work to be completed. For purposes of identification and payment, the Work Order shall be numbered and dated. The preliminary Work Order describing the description of work shall be issued to the vendor(s) which have been qualified to perform work under this solicitation and resulting contract. The vendor(s) shall be required to supply the County's authorized representative with a written price offer within a time frame specified by the County. If multiple vendors are solicited, the County shall select the lowest price offer; provided that the offer includes all applicable FDOT Unit Pay Items necessary to accomplish the work. If a single vendor is solicited, the price offer shall be evaluated and, if appropriate, accepted. The selected vendor's name shall then be entered on the Work Order and that order will then be issued to the vendor. The Work Order shall also direct the vendor to commence work on a certain day and it shall specify the amount of time allotted for completion of work covered by the Work Order. All work covered by a Work Order shall constitute a Contract Schedule.

SCOPE OF SERVICES**ROAD, DRAINAGE AND SIDEWALK CONSTRUCTION JOB ORDER CONTRACT
(PROJECTS UP TO \$100,000)**

The purpose of this solicitation is to provide for an on-call job order contract for County road, drainage, and sidewalk construction projects having an individual cost of \$100,000 or less. The work under those projects may fall within the new construction, renovation, or repair work scope and may involve site work and landscaping work elements.

The County intends to establish a multiple award structure with up to three (3) vendors. The individual project job orders will be awarded based on the specific capabilities and pricing associated with the cost estimate provided by each of the contracted vendors.

All job order proposals submitted under this contract shall utilize the FDOT historical cost estimate database located at the following link:

<http://www.dot.state.fl.us/specificationsoffice/Estimates/HistoricalCostInformation/Historicalcost.shtm>

Definitions: Whenever the following terms, or pronouns used in place of them, are used in these contract documents, they shall have the meanings given below:

Calendar Day – Every day shown on the calendar, ending and beginning at midnight.

Change Order – A written order issued by the Project Manager in accordance with Board policy, and accepted by the Contractor directing certain changes, additions or reductions in the work or in the materials used.

Cost Estimate – Written cost estimate based on unit cost items from the FDOT specifications office historical cost information developed by the contractor and verified by the County after all necessary specifications, drawings and special job requirements have been considered.

Notice to Proceed – The County shall supply the Contractor with a Notice to Proceed form. This form shall include items such as, but not limited to, description of work requested, quantities, project specific information and completion requirements. No work shall commence until the Notice to Proceed is issued to the Contractor by the County.

Plans – The approved drawings that show the location and details of work as assigned by the Project Manager.

Project Manager – Representative of the County responsible for items including, but not limited to, acceptance of the cost estimate, acceptance/rejection of work, administration of the contract on a per job basis, as well as interfacing and interacting with the Contractor.

Scope of Work – The general intent of the work to be accomplished as defined by the project plans, drawings and specifications.

Standard Specifications – FDOT Standard Specifications for Road and Bridge Construction Current Edition or FDOT Roadway and Traffic Design Standards Current Edition or FDOT Manual of Uniform Standards for Design, Construction and Maintenance for Streets and Highways Current Edition.

GENERAL REQUIREMENTS

ORDER OF OPERATION

This section describes the chronological order of events that will take place to begin, perform and complete a project under this contract:

1. Request for cost estimate is sent to all contractors qualified under this solicitation.
2. County shall schedule a mandatory site visit.
3. Contractor provides a cost estimate with number of days necessary to accomplish the work, within five (5) days of the mandatory site visit.
4. Project Manager shall review the cost estimate and if accepted, issue a Notice to Proceed.
5. Contractor shall provide signed acceptance of the Notice to Proceed within three (3) business days.
6. Contractor shall begin work as outlined and agreed upon by all parties within ten (10) business days from the issuance of the Notice to Proceed.
7. Contractor shall complete the project within the number of days as specified on the Notice to Proceed.
8. Contractor shall notify the County upon completion of the work to schedule an inspection.
9. Contractor submits an invoice with all documentation as required by this contract.

When the County has determined that work is needed, the Project Manager shall issue a request for a cost estimate. The request shall include the location, description and associated plans detailing the scope of work to be completed.

The Contractor shall provide a proposal within five (5) business days from the date of the mandatory site visit. If the contractor fails to provide a proposal within the specified time frame, then their firm will not be considered for this project.

The Project Manager will issue a Notice to Proceed based on the lowest price offer; provided that the offer includes all applicable FDOT Unit Pay Items necessary to complete the work.

The Contractor shall provide the County with a schedule of completion, with the work commencing within ten (10) business days from the issuance of the Notice to Proceed. The Contractor shall consult with the Project Manager prior to any schedule variance. The notification shall occur the day before any scheduled variation is to take place and must be

agreed to by the Project Manager. The Contractor shall notify the Project Manager within two (2) calendar days when work is interrupted due to weather, breakdowns, etc. No extensions of time shall be given for equipment failure or weather conditions.

The Contractor shall, upon request, meet with the Project Manager to review the work that has been completed.

If the Contractor is in default for not completing the work within the specified time, the Contractor may be removed from the bidder's list, at the option of the County, and not permitted to bid work for the County until the project is complete and the Liquidated Damages sum is satisfied.

TECHNICAL REQUIREMENTS

- A. The Contractor shall be responsible for providing all lines, grades, boundaries and required survey and/or layout necessary to construct and inspect the project. All centerline control points shall be established and maintained through the contract period by the Contractor.
- B. All work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions, and material requirements including tolerances, shown on the plans or indicated in the specifications. In the event the County finds the materials or the finished product in which the materials are used not within reasonably close conformity with the plans and specifications, but that reasonably acceptable work has been produced, the County shall then make a determination if the work shall be accepted and remain in place. In this event, the County will document the basis of acceptance by contract modification which will provide for an appropriate adjustment in the contract price for such work or materials as he deems necessary to conform to his determination based on engineering judgment. For base and surface courses, the finished grade may vary as much as 0.1 foot from the grade shown in the plans, provided that all template and straight edge requirements are met and that suitable transitions are effected.
- C. The Contractor shall be required to sod all disturbed areas matching all existing grass types. The Contractor shall be responsible for watering all sod until there is established growth.
- D. The Contractor shall provide pictures or video in DVD format prior to the issuance of the Notice to Proceed. The pictures shall be provided in electronic format and provided to the County before any construction begins. In addition to the electronic pictures, the Contractor may choose to supply video of the project limits in DVD format. Detail should be given to all existing fence lines, driveways, hedge lines, curb and gutter, sidewalk, etc., to document the existing conditions prior to construction activities.

ERRORS & OMISSIONS

The Contractor shall not take advantage of any apparent error or omission in the contract documents. If any error or omission appears in the contract documents, the Contractor shall immediately notify the County in writing of such errors or omissions. In the event the Contractor knows or should have known of any error or omission and failed to provide such notification, the Contractor shall be deemed to have waived any claim for increased time or compensation the Contractor may have had and the Contractor shall be responsible for the results and the costs of rectifying any such error or omission.

CONTRACTOR PERSONNEL

- A. The Contractor shall assure that all personnel are competent, careful and reliable. All personnel must have sufficient skill and experience to perform their assigned task properly and satisfactorily and to operate any equipment involved, and shall make due and proper effort to execute the work in the manner prescribed in the contract documents.
- B. When the County determines that any person is incompetent, unfaithful, intemperate, disorderly or insubordinate, such person shall, upon written notice, be discharged from the project and shall not again be employed on the project without the written consent of the County. Should the Contractor fail to remove such person or persons, the County may withhold all payments which are or may become due, or may suspend the work with approval of the County until such orders are complied with.
- C. The Contractor shall at all times have at the project as its agent a competent superintendent capable and thoroughly experienced in the type of work being performed, who shall receive instructions from the County. The superintendent shall supervise all trades, direct all project activities, establish and maintain installation schedules, and provide the County's Project Manager with progress reports as requested. The superintendent shall have full authority to execute the orders or directions of the County, and if applicable, to supply promptly any materials, tools, equipment, labor and incidentals which may be required. Such superintendent shall be furnished regardless of the amount of work sublet. The Contractor's superintendent shall speak, write and understand English and shall be on the job site during all working hours.
- D. No alcoholic beverages or drugs are permitted on any County properties. Evidence of alcoholic beverages or drug use by an individual will result in immediate termination from the job site.

SUBCONTRACTORS

- A. Within five (5) calendar days after the award of any subcontract, the Contractor shall deliver to the County a statement setting forth the name and address of the subcontractor, a summary description of the work subcontracted and a copy of the subcontract.

- B. The Contractor shall be fully responsible to the County for the acts and omissions of the Contractor's subcontractors and of persons either directly or indirectly employed by them.
- C. All subcontractors, for as long as the subcontractor is working on the job site, shall have at least one supervisor/foreman on the job site that shall speak and understand English.
- D. The Contractor shall cause its subcontractors and suppliers to comply with the project schedule and applicable sub-schedules.

COMPLETION OF THE STATEMENT OF WORK

The Contractor shall give the work the attention necessary to assure the scheduled progress and shall cooperate fully with the County and with other contractors on the job site. All work shall be done in accordance with the contract documents.

EMERGENCIES

- A. The Contractor shall have a responsible person available at or reasonably near the work site on a twenty-four (24) hour basis, seven (7) days a week, who may be contacted in emergencies and in cases where immediate action must be taken to handle any problem that might arise. The Contractor shall submit to the County's Project Manager, by certified mail, phone numbers and names of personnel designated to be contacted in cases of emergencies along with a description of the project location.
- B. In the event of an emergency affecting the safety or protection of persons or property at the project site or adjacent thereto, the Contractor, without special instruction or authorization from the County is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the County written notice of the event as soon as possible, but in no event later than twenty-four (24) hours after the occurrence of the emergency. If the County determines that a change in the contract documents is required because of the action taken in response to an emergency, a change order will be issued to document the consequences of the changes or variations. If the Contractor fails to provide written notice within the twenty-four (24) hour limitation noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the contract amount or an extension to the contract time.

SAFETY

- A. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration (OSHA) and any other industry, federal, state or local government standards. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to persons or property. The Contractor shall be aware that while working for the County, representatives from agencies such as OSHA are invitees

and need not have warrants or permission to enter the work site. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the Contractor.

- B. All safety devices installed by the manufacturer on equipment utilized by the Contractor on the job site shall be in place and in proper working order at all times. If the County determines that the equipment is deficient in safety devices, the Contractor shall be notified immediately. The Contractor shall immediately repair, or remove the equipment from service until the deficiency is corrected to the satisfaction of the County.
- C. The County may periodically monitor the work site for safety. Should there be safety and/or health violations, the County shall have the authority, but not the duty, to require the Contractor to correct the violation in an expeditious manner. If there is any situation that is deemed unsafe by the County, the project will be shut down immediately upon notice and will not resume work until the unsafe condition has been remedied.
- D. The Contractor shall erect and maintain, as required by existing conditions and contract performance, safeguards for safety and protection such as barricades, danger signs, a construction fence, and other warnings against hazardous conditions.
- E. The Contractor shall be responsible for the removal of all surplus material and debris from the project site at the end of each work day. Should the Contractor fail to maintain a clean and safe site, the County shall retain the right to clean up and deduct the cost of such from the contract price. Upon final completion, the Contractor shall thoroughly clean up all areas where work has been performed as mutually agreed with the County's Project Manager.
- F. The Contractor shall confine all equipment, materials and operations to the project site and areas identified in the contract documents. The Contractor shall assume all responsibility for any damage to any such area resulting from the performance of the work.
- G. The Contractor is responsible for notifying the County of any hazardous materials used on the work site and providing the County a copy of the Material Safety Data Sheets. Any spillage of hazardous chemicals and/or wastes by the Contractor shall be reported immediately to the County and cleaned up in accordance with all State and Federal Regulations. The cost of cleanup of any spillage of hazardous chemicals and/or wastes caused by the Contractor shall be the sole responsibility of the Contractor and the County shall share no responsibility of these costs. A copy of the complete report showing compliance with local, state and federal agencies shall be given to the County. If any hazardous chemicals or conditions are discovered during the normal operation, it is the responsibility of the Contractor to immediately contact the County with a description and location of the condition.

GENERAL INSPECTION REQUIREMENTS

- A. The Contractor shall furnish the County with every reasonable accommodation for ascertaining whether the work performed and materials used are in accordance with the requirements and intent of the contract documents. If the County so requests, the Contractor shall, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore the uncovered portions of the work to the standard required by the specifications. Should the work so exposed or examined prove unacceptable in the opinion of the County, the uncovering or removal, and the replacing of the covering or making good of the parts removed, shall be at the Contractor's expense. However, should the work thus exposed or examined prove acceptable in the opinion of the County, the uncovering or removing and the replacing of the covering or making good of the parts removed, shall be paid for as unforeseen work.
- B. If, during or prior to construction operations, the County should fail to reject defective work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject shall in no way prevent the County's later rejection when such defect is discovered, nor obligate the County to final acceptance or payment, and the Contractor shall make no claim for losses suffered due to any necessary removals or repairs of such defects.
- C. If, during or prior to construction operations, the County rejects any portion of the work on the grounds that the work or materials are defective, the County shall give the Contractor notice of the defect, which notice may be confirmed in writing. The Contractor shall then have five (5) calendar days from the date the notice is given to correct the defective condition. If the Contractor fails to correct the deficiency within the five (5) calendar days after receipt of the notice, the County may take any action necessary, including correcting the deficient work utilizing another contractor, returning any non-compliant goods to the Contractor at the Contractor's expense or terminating the contract. The Contractor shall not access any additional charge(s) for any conforming action taken by the County. The County will not be responsible to pay for any product or service that does not conform to the contract specifications.
- D. Should the Contractor fail to remove and renew any defective materials used or work performed, or to make any necessary corrections in an acceptable manner and in accordance with the contract requirements, within the time indicated in writing, the County shall have the authority to cause the unacceptable or defective materials or work to be corrected as necessary at the Contractor's expense. Any expense incurred by the County, whether direct, indirect or consequential, in making said repairs, removals, or renewals shall be paid for out of any monies due or which may become due to the Contractor. A change order shall be issued, incorporating the necessary revisions to the contract documents, including an appropriate decrease to the contract amount. Such costs shall include, but not be limited to, costs of repair and replacement of work destroyed or damaged by correction, removal or replacement of the Contractor's defective work and additional compensation due the County. The Contractor shall not be allowed an extension of the contract time because of any delay in performance of the project

attributable to the exercise by the County of the County's rights and remedies hereunder. If the Contractor fails to honor the change order, the County may terminate the contract for default.

- E. When the United States Government or the State of Florida is to pay a portion of the cost of construction, the work will be subject to such inspection by federal or state representatives as deemed necessary, but such inspections will in no case make the United States Government or the State of Florida a party to this contract.

PROJECT MATERIALS AND STORAGE

- A. Unless otherwise specified within the contract documents, all materials to be used to complete the project, except where recycled content is specifically requested, shall be new, unused, of recent manufacture, and suitable for its intended purpose. All goods shall be assembled, fully serviced and ready for operation when delivered. In the event any of the materials supplied by the Contractor are found to be defective or do not confirm to specifications: (1) the materials may be returned to the Contractor at the Contractor's expense and the contract cancelled or (2) the County may require the Contractor to replace the materials at the Contractor's expense.
- B. Materials shall be placed to permit easy access for proper inspection and identification of each shipment. Any material which has deteriorated, become damaged, or is otherwise unfit for use, as determined by the County, shall not be used in the work, and shall be removed from the site by the Contractor at the Contractor's expense. Until incorporated into the work, materials shall be the sole responsibility of the Contractor and the Contractor shall not be paid for such materials until incorporated into the work. If any chemicals, materials, or products containing toxic substances are to be used at any time, the Contractor shall furnish a Material Safety Data Sheet to the County prior to commencing such use.
- C. All unusable materials and debris shall be removed from the premises at the end of each workday and disposed of in an appropriate manner.

CHANGES IN SCOPE OF WORK

- A. Without invalidating the contract, the County may at any time, by written change order, in accordance with the County's Purchasing Policy and Procedures, increase or decrease the scope of the work and the contract price or time may be adjusted accordingly. For changes in work requested by Contractor, the Contractor shall prepare and submit change order requests for County approval. Each change order shall include time and monetary impacts of the change, whether the change order is considered alone or with all other changes during the course of the project. Both the County and the Contractor shall execute the change order.
- B. The value of such extra work or change shall be determined by using the FDOT Area 7 Item Average Unit Cost. The amount of the change shall be computed from such values and added to or deducted from the contract price.

- C. If the County and the Contractor are unable to agree on the change order for requested change, the Contractor shall, nevertheless, promptly perform the change as directed in writing by the County. If the Contractor disagrees with the County's adjustment determination, the Contractor must make a claim pursuant to the Claims and Disputes section herein, or else be deemed to have waived any claim on this matter the Contractor might have otherwise had.
- D. The County shall not be liable to the Contractor for any increased compensation in the absence of a written change order executed in accordance with County policy. The payment authorized by such a change order shall represent full and complete compensation to the Contractor for labor, materials, incidental expenses, overhead, profit, impact costs and time associated with the work authorized by such change order.
- E. Execution by the Contractor of a properly authorized change order shall be considered a waiver of all claims or requests for additional time or compensation for any activities prior to the time of execution related to items included in the change order.
- F. Upon receipt of an approved change order, changes in the Scope of Work shall be promptly performed. All changes in work shall be performed under the terms and conditions of the contract.

CLAIMS AND DISPUTES

- A. Claims by the Contractor shall be made in writing to the County within two (2) business days, unless another provision is set forth in the Agreement, after the commencement of the event giving rise to such claim or the Contractor shall be deemed to have waived the claim. Written supporting data shall be submitted to the County within ten (10) calendar days after the occurrence of the event, unless the County grants additional time in writing, or the Contractor shall be deemed to have waived the claim. All claims shall be priced in accordance with the section in this document entitled "Changes in Work".
- B. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments on the undisputed portion of the contract in accordance with the contract documents during the pendency of the claim.
- C. Claims by the Contractor shall be resolved in the following manner: (1) Upon receiving the claim and supporting data, the County shall within five (5) business days respond to the claim in writing stating that the claim is either approved or denied. If denied, the County shall specify the grounds for denial. The Contractor shall then have five (5) calendar days in which to provide additional supporting documentation, or to notify the County that the original claim stands as is. (2) If the claim is not resolved, the County may, at its option, choose to submit the matter to mediation. A mediator shall be mutually selected by the parties and each party shall pay one-half (1/2) of the expense of

mediation. If the County declines to mediate the dispute, the Contractor may bring an action in the County or Circuit Court sitting in Lake County, Florida.

- D. Claims by the County against the Contractor shall be made in writing to the Contractor as soon as the event leading to the claim is discovered by the County. Written supporting documentation shall be submitted to the Contractor. All claims shall be priced in accordance with the provisions of the section in this document entitled, “Changes in Work”. The Contractor shall respond in writing within five (5) business days of receipt of the claim. If the claim cannot be resolved, the County shall have the option to submit the matter to mediation as set forth in (C) (2) above.
- E. Arbitration shall not be considered as a means of dispute resolution.
- F. **NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OR ANY DELAYS.** No interruptions, interference, inefficiency, suspension or delay in the commencement or progress of the work shall relieve the Contractor of its duty to perform or give rise to any right to damages or additional compensation from the County. The Contractor expressly acknowledges and agrees that the Contractor shall receive no damages for delay. However, this provision shall not preclude recovery or damages by the Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of the County. Otherwise, Contractor shall be entitled to extensions of the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

ACCEPTANCE OF WORK AND FINAL PAYMENT

The work delivered and services rendered under this contract shall remain the property of the Contractor and shall not be deemed complete until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the County and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. Any goods and/or services purchased under this contract may be tested/inspected for compliance with the specifications listed.

- A. Final Inspection. When all materials have been furnished, all work has been performed, and the construction contemplated by the contract has been satisfactorily completed, the County shall make the final inspection.
- B. Maintenance of Work. The Contractor shall maintain all work in as-new condition until the final inspection is completed and the work is accepted by the County. All insurance shall be maintained until final acceptance by the County.
- C. Final Acceptance. When the project or any portion thereof, as designated by the County, is ready for its intended use, the County and any other invited parties shall make an inspection of the project, to verify its completeness and develop a punch list of items needing completion or correction before final payment will be made. The Contractor

shall have five (5) calendar days to correct all deficiencies. An eighty dollar (\$80.00) inspection fee shall be applied for the second inspection and any required re-inspection. The County shall have the right to exclude the Contractor from those portions of work designated as completed after the inspection; provided, however, that the Contractor will have reasonable access for the time allotted by the County to complete or correct items on the punch list.

When the work provided for under the contract has been completely performed by the Contractor, and the final inspection has been made by the County, a final invoice will be prepared by the Contractor. The amount of this invoice, less any sums that may have been deducted or retained under the provisions of the contract, will be paid to the Contractor in accordance with the payment terms outlined in the contract. After the Contractor has agreed in writing to accept the balance due, as determined by the County, as full settlement of the account under the contract and of all claims in connection therewith. Occupancy by the County alone does not constitute final acceptance.

- D. Waiver of Claims. The Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by the Contractor against the County arising out of the contract or otherwise related to the project, except those previously made in writing and identified by the Contractor as unsettled at the time the final estimate is prepared. Neither the acceptance of the work nor payment by the County shall be deemed a waiver of the County's right to enforce any continuing obligations of the Contractor or to the recovery of damages for defective work not discovered by the County at the time of final inspection.
- E. Termination of Contractor's Responsibilities. The contract will be considered complete when all work has been completed and accepted by the County and all warranty periods have expired. The Contractor will then be released from further obligation except as set forth in the agreement.
- F. Recovery Rights Subsequent to Final Payment. The County reserves the right, should an error be discovered in the invoice, or should proof of defective work or materials used by or on the part of the Contractor be discovered after the final payment has been made, to claim and recover from the Contractor by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials, including any fees or costs associated with the additional services of the County.

PROPOSAL REQUIREMENTS

As indicated in Section 1.14.1 Proposal Submittal / Requirements, in order for the County to judge the capability and experience using the FDOT Pay Item Unit Cost structure, three (3) sample projects are included herein, with a narrative description and plans for each. A pricing proposal shall be submitted for each sample project, using the tabulation sheet provided in Section 4. A completed tabulation sheet is required for each of the sample projects. The plan sheets for each sample project are included in Section 5, Attachments.

Cost proposals for each sample project shall utilize the FDOT Pay Item Unit Cost as found at <http://www.dot.state.fl.us/specificationsoffice/Estimates/HistoricalCostInformation/HistoricalCost.shtm>. Contractor shall utilize the annual statewide averages for the period between January 2012 and December 2012. Sample projects are:

A. SAMPLE PROJECT ONE / DRAINAGE AND PAVING

This project is a drainage retrofit intended to address an area where roadside swales have filled in over the years. The project consists of excavating roadside swales, setting six ditch bottom stormwater inlets, associated piping and connection to a pipe stub out provided in a previous phase of work. The project includes a 1 inch mill and resurface of Sample Street through project limits (STA 97+85 to STA 100+30). Pavement markings are excluded from this work. Project includes abandon in place of an 18" CMP culvert utilizing flowable fill.

Contractor should assume all private utilities are clear and all required permits have been secured by Lake County. Scope of work shall be within the limits of Sample Street ROW only. For purpose of excavation estimating, contractor shall assume all existing/old swales have filled to even with the edge of pavement +/- elevation 83'. Swales will be a maximum of 30" deep. All swales shall be sodded with Bahia sod.

Contractor will be responsible for Maintenance of Traffic conforming to FDOT 600 series Design Standards, and must maintain one lane open during work operations. All work areas must be made safe for vehicles and pedestrians at close of each work day. Contractor shall be responsible for installation and maintenance of erosion control for duration of project.

Vehicular access shall be restored to each property at the end of each work day. Contractor shall replace driveways as identified on the plan.

All work and materials are to be per plan and FDOT Standard Specifications for Road and Bridge Construction – latest edition.

B. SAMPLE PROJECT TWO / TURN LANE & MEDIAN ALTERATION

This project consists of constructing a left turn lane within the existing median of the four lane road. This turn lane will require the demolition of the grassed median. The drop offs shall not be allowed to remain overnight meaning the curb removed shall be required to be replaced the same day. The turn lane shall be constructed per the pavement plan shown on the plan. This work will require daily inspections of the sub-base, base, structural asphalt, and friction coarse of asphalt by County road inspectors. The striping for the turn lane shall be thermoplastic non-lead based meeting the latest Manual for Uniform Traffic Control Devices reflectivity standards.

Contractor will be responsible for Maintenance of Traffic conforming to FDOT 600 series Design Standards, and must maintain one lane open during work operations. All work areas must be made safe for vehicles and pedestrians at close of each work day. Contractor shall be responsible for installation and maintenance of erosion control for duration of project.

All work and materials are to be per plan and FDOT Standard Specifications for Road and Bridge Construction – latest edition.

C. SAMPLE PROJECT THREE / DRIVEWAY AND SIDEWALK CONSTRUCTION

This project shall consist of constructing a new driveway and sidewalk reconstruction. The new driveway shall be constructed at the road intersection. The construction of this driveway will require the removal of existing curb and sidewalk. The concrete driveway shall be constructed with 6 inches of compacted base or 6 inches of reinforced concrete (3000 PSI) using 10 foot square of 6 inch by 6 inch wire mesh extending a minimum of 10 feet from edge of existing payment.

The sidewalk path through the driveway shall comply with the latest ADA standards and be formed out to meet a cross slope of 1.5% to prevent concrete finishing from exceeding the 2.0% max tolerance limit. The driveway will require the installation of Type III barricades per FDOT specifications at the end as a safety precaution as the site will be developed within the next year. A stop bar and stop sign per the latest Manual for Uniform Traffic Control Devices will be required. The sidewalk approaches to the driveway will need to be removed and reconstructed from stations 103 and 105. The sidewalk will require detectable warning mats either cast-in-place or liquid based applied product per the latest FDOT Quality Product List for truncated dome mats.

Contractor will be responsible for Maintenance of Traffic conforming to FDOT 600 series Design Standards, and must maintain one lane open during work operations. All work areas must be made safe for vehicles and pedestrians at close of each work day. Contractor shall be responsible for installation and maintenance of erosion control for duration of project.

All work and materials are to be per plan and FDOT Standard Specifications for Road and Bridge Construction – latest edition.

3.1 DEFINITIONS

Addenda: A written change to a solicitation.

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

Contractor: The vendor to whom award has been made.

County: Shall refer to Lake County, Florida.

Modification: A written change to a contract.

Proposal: Shall refer to any offer(s) submitted in response to a Request for Proposal.

Proposer: Shall refer to anyone submitting an offer in response to a Request for Proposal.

Request for Proposal (RFP): Shall mean this solicitation documentation, including any and all addenda. An RFP involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.

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 Request for Proposal (RFP) that the words “shall”, “must”, or “will” indicate an essential requirement or condition which may not be waived.

3.2 INSTRUCTIONS TO PROPOSERS**A. Proposer 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 proposals. 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 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 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

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 proposal due date. Such inquiries or request for information shall be submitted to the procurement representative in writing and shall contain the requester’s name, address, and telephone number. The Procurement Services office may issue an addendum in response to any inquiry received, which changes or clarifies the terms,

provisions, or requirements of the solicitation. The proposer 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 proposer’s responsibility to ensure receipt of all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the proposal from being considered for award.

D. Contents of Solicitation and Proposers’ Responsibilities

The proposer shall become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the proposer of conditions that exist or may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.

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 Proposals

1. Changes to Proposal- Prior to the scheduled due date, a proposer may change its proposal by submitting a new proposal 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 proposal.

2. Withdrawal of Proposal – A proposal shall be irrevocable unless the proposal is withdrawn as provided herein. A proposal may be withdrawn, either physically or by written notice, at any time prior to the proposal due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the designated receipt date and time. A proposal may also be withdrawn after expiration of the designated acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the proposer.

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 Proposal 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 proposal due 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 proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during proposal evaluation.

3.3 PREPARATION OF PROPOSALS

- A. The Pricing Section of this solicitation defines requirements of items to be purchased, and must be completed and submitted with the proposal. Use of any other form or alteration of the form may result in rejection of the proposal
- B. The proposal submitted must be legible. Bidders shall use typewriter, computer or ink. All changes 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 proposers firm must sign the proposal. **FAILURE TO SIGN THE PROPOSAL MAY**

BE CAUSE TO REJECT THE PROPOSAL.

- D. The proposer may submit alternate proposal(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate proposal must meet or exceed the minimum requirements and be submitted as a separate proposal marked "Alternate Proposal".
- E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- F. Any proposal received after the designated receipt date through no fault or error of the County will be considered late, and, except under the most exceptional circumstances, may not be considered for award

3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a proposal for the same contract, such proposals shall be presumed to be collusive. Related parties shall mean proposer or the principals thereof which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principals thereof of one proposer have a direct or indirect ownership interest in another proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a proposal for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

3.5 PROHIBITION AGAINST CONTINGENT FEES

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

3.6 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 County Attorney prior to submittal of a response 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.

3.7 INCURRED EXPENSES

This RFP 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 proposer in preparing and submitting a proposal, or any cost or expense incurred by any proposer prior to the execution of a purchase order or contract.

3.8 COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate upon request by the seller for such purchases. Except for item(s) specifically identified by the vendor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, 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.

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of a proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The proposer should not submit any information in response to this RFP which the proposer 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 from release of the submitted information unless such information is

exempt or confidential under the Public Records Act.

3.10 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any solicitation when doing so reflects the best interest of the County.

3.11 AWARD

- A. The contract resulting from this solicitation may be awarded to the responsible proposer which submits a proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all proposals, to waive 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 proposals 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. 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 proposer's site or hold a pre-award qualification hearing to determine if the proposer is capable of performing the requirements of this solicitation.
- E. The proposer's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a proposer that submitted a proposal under this solicitation.
- F. Any tie situations will be resolved in consonance with current written procedure in that regard.
- G. 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.
- H. A vendor wishing to protest any award decision resulting from this solicitation shall do so as set forth in the County's Purchasing Procedure Manual.

3.12 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

3.13 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.

3.14 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.

3.15 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.

3.16 ESTIMATED QUANTITIES

Estimated quantities or dollars are for vendor'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 estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize 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.

3.17 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 to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

3.18 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.

3.19 LAWS, 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. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

3.20 SUBCONTRACTING

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

3.21 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. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regards may result in termination of the contract for default.

3.22 RESPONSIBILITY AS EMPLOYER

The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the County. 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.

3.23 INDEMNIFICATION

To the extent permitted by law, 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.

3.24 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.

3.25 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."

3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or 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.

3.27 TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or affect other appropriate remedy 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 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.

3.28 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other 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.

3.29 RIGHT TO AUDIT

The COUNTY reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY's choosing. 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. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY as required by statute following expiration of the Agreement. CONTRACTOR 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. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making

adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

3.30 PUBLIC RECORDS/ COPYRIGHTS

Pursuant to Section 119.0701, Florida Statutes, the awarded contractor shall comply with the Florida Public Records' laws, and shall: 1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services identified herein. 2. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided for by law. 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

4. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to comply with this section shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

3.31 GOVERNING LAWS

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. 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.

3.32 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid in response to this RFP 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 RFP 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>).

3.33 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for the successful performance under the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. 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 subcontractors. 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.

3.34 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 revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

3.35 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.

3.36 TRUTH IN NEGOTIATION CERTIFICATE

For all agreements exceeding \$150,000, the awarded firm may be required to 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.

3.37 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. .

**RFP TITLE: Road, Drainage and Sidewalk Construction Job Order Contract
(Projects up to \$100,000)**

NOTES:

- When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. **However, the vendor will be responsible for payment of taxes on all materials purchased by the vendor for incorporation into the project (see provision 3.8 for further detail).**
- 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.
- 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:

The bidder must list below the dates of issue for each addendum received in connection with this RFP:

Addendum #1, Dated: _____

Addendum #2, Dated: _____

Addendum #3, Dated: _____

Addendum #4, Dated: _____

Part II:

No Addendum was received in connection with this RFP.

By Signing This Proposal the Proposer 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 proposer hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this proposal document and any related contract(s).

Certification Regarding Acceptance of County Electronic Payable Process

The vendor will accept payment through the County’s VISA- based electronic payment system: Yes No

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 an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? Yes No (Check one)

Reciprocal Vendor Preference:

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

1. Primary business location of the responding vendor (city/state): _____
2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: Yes No If “yes” is checked, provide supporting detail:

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 proposal for the same services, and is in all respects fair and without collusion or fraud.

Exceptions: _____

DUNS Number (Insert if this action involves a federal funded project): _____

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:

- Sole vendor
- Pre-qualified pool vendor (spot bid)
- Secondary vendor for items: _____
- Pre-qualified pool vendor based on price
- Primary vendor for items: _____
- 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 1: Work References

Attachment 2: Vendor Profile Form

Attachment 3: Similar Projects Form

Attachment 4: Sample Project Drawings

ATTACHMENT 1 - WORK REFERENCES

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

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

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

ATTACHMENT 2 - VENDOR PROFILE FORM

<p>1. Bidder Name & Address:</p>	<p>1d. Licensed to do business in the State of Florida? _____ Yes _____ No</p>
<p>1a. FEIN # _____</p>	<p>1e. Name, Title & Telephone Number of Principal to Contact</p>
<p>1b. Year Firm was established _____</p> <p>1c. Are you a "Not for Profit" 501(c)(3) organization? Yes _____ No _____</p> <p>If you answered yes, please provide proof.</p>	<p>1f. Address of office to perform work, if different from Item 1</p>
<p>2. Please list the key personnel that your firm will commit to the County project and attach a copy of each key person's resume.</p>	
<p>3. The foregoing is a statement of facts.</p> <p>Signature: _____ Date: _____</p> <p>_____ (Typed or Printed Name) _____ (Title)</p>	

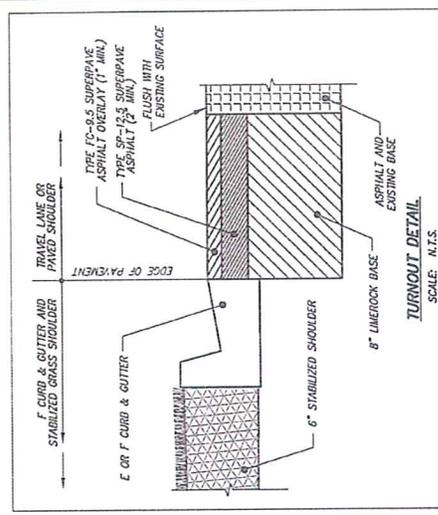
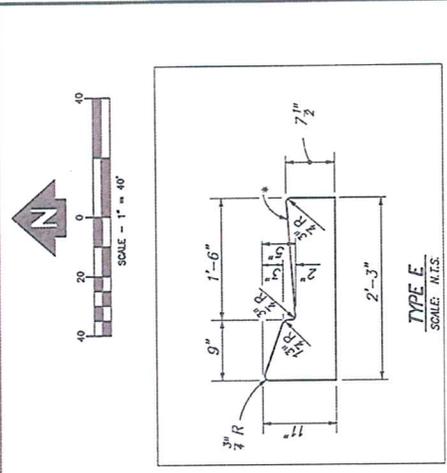
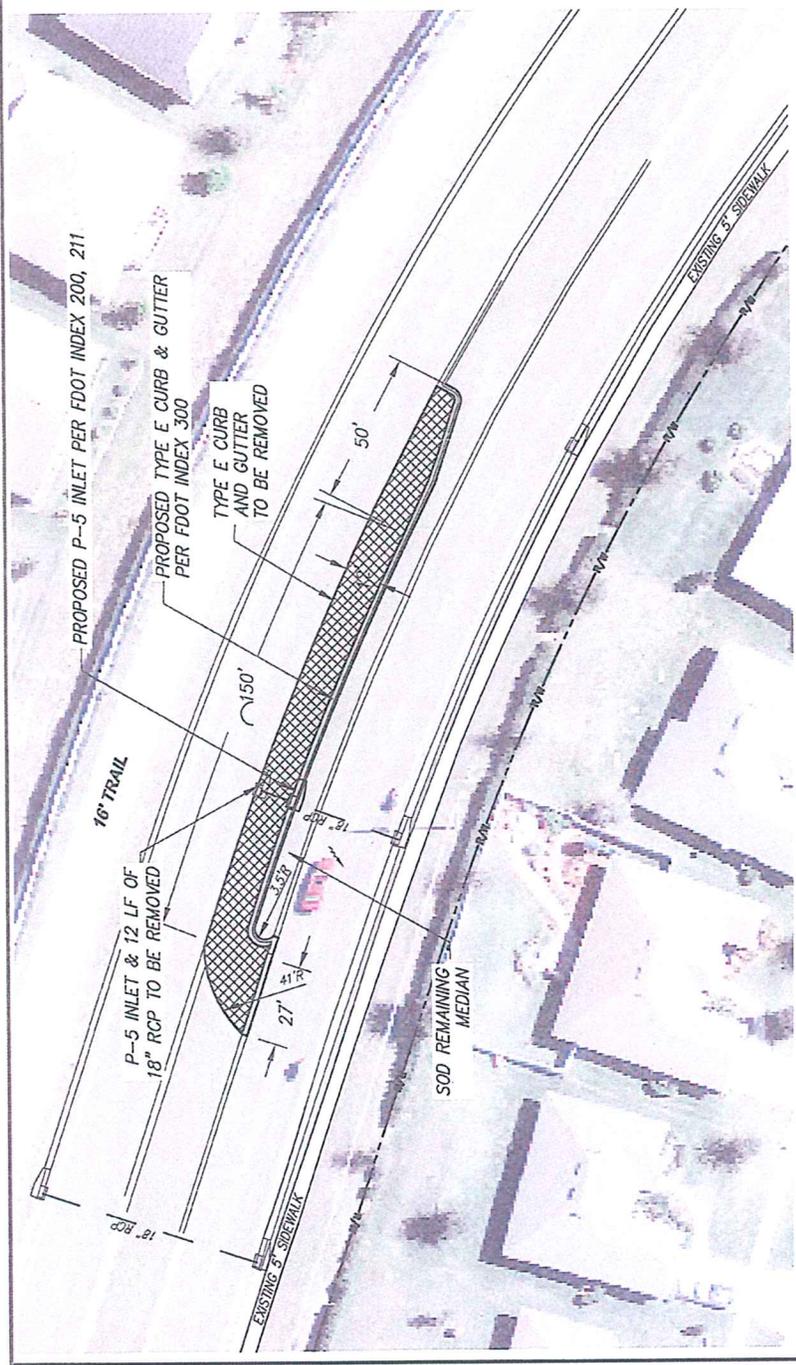
ATTACHMENT 4 – SAMPLE PROJECT DRAWINGS

SAMPLE PROJECT 1 – DRAINAGE AND PAVING (1 PAGE)

SAMPLE PROJECT 2 – TURN LANE & MEDIAN ALTERNATION (2 PAGES)

SAMPLE PROJECT 3 – DRIVEWAY AND SIDEWALK CONSTRUCTION (1 PAGE)

SAMPLE PROJECT 2 - Pg 1/2

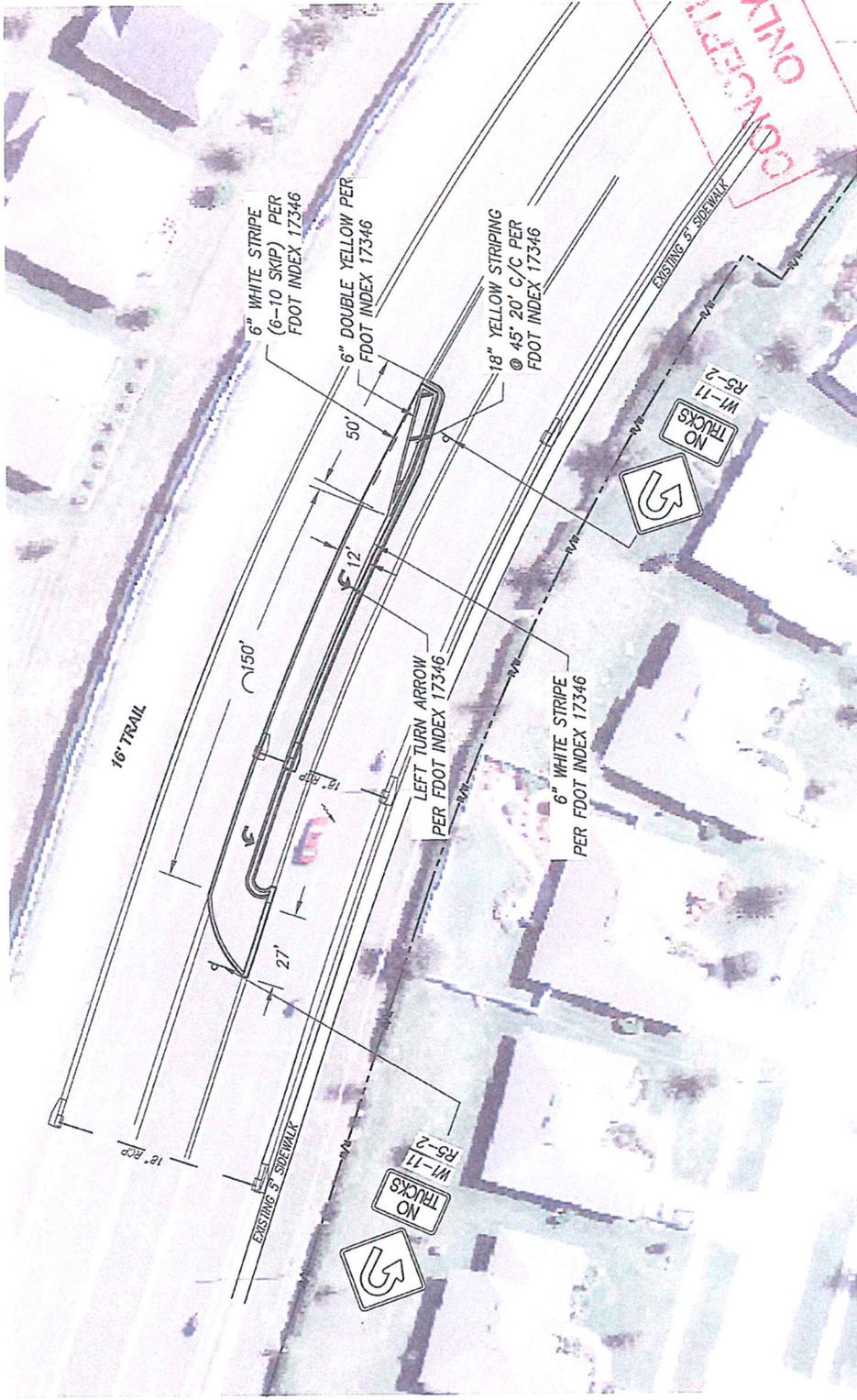
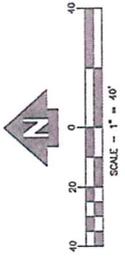


CONCEPTUAL ONLY

- PAVEMENT SECTION:**
- 1" MIN. TYPE FC-9.5 ASPHALT, TRAFFIC LEVEL C.
 - 2" MIN. TYPE SP-12.5 ASPHALT, TRAFFIC LEVEL C.
 - 8" LINEROCK IN 2 LIFTS - 98% COMPACTION EACH LIFT, LBR 40 MIN, AASHTO T-180, PRIME & SAND.
 - 12" MIN. TYPE B STABILIZED SUBGRADE MIN. 98% COMPACTION, AASHTO T-180. MIN. LBR 40.
- NOTE:**
1. ALL STRIPING TO BE LEAD & SOLVENT FREE THERMOPLASTIC UNLESS OTHERWISE NOTED.
 2. SOD ALL DISTURBED AREAS.
 3. POSTED SPEED IS 45 MPH.

REVISION:	DATE:	SECTION	TOWNSHIP	RANGE	ENGINEER OF RECORD:
		00	00 S	00 E	STATE OF FLORIDA
		DESCRIBED:	DATE:		PROFESSIONAL ENGINEER
		DRAWN:	DATE:		LICENSE NO.
		APPROVED:	DATE:		DATE
					CAD FILE GENERIC SHEET # A
DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION 437 ARDICE AVE. EUSTIS, FLORIDA 32726					ENGINEER OF RECORD: STATE OF FLORIDA PROFESSIONAL ENGINEER LICENSE NO. DATE

SAMPLE PROJECT 2 - Pg 2/2



CAD FILE	TYPICAL
SHEET #	B

ENGINEER OF RECORD:
 STATE OF FLORIDA
 PROFESSIONAL ENGINEER
 LICENSE NO. _____
 DATE _____

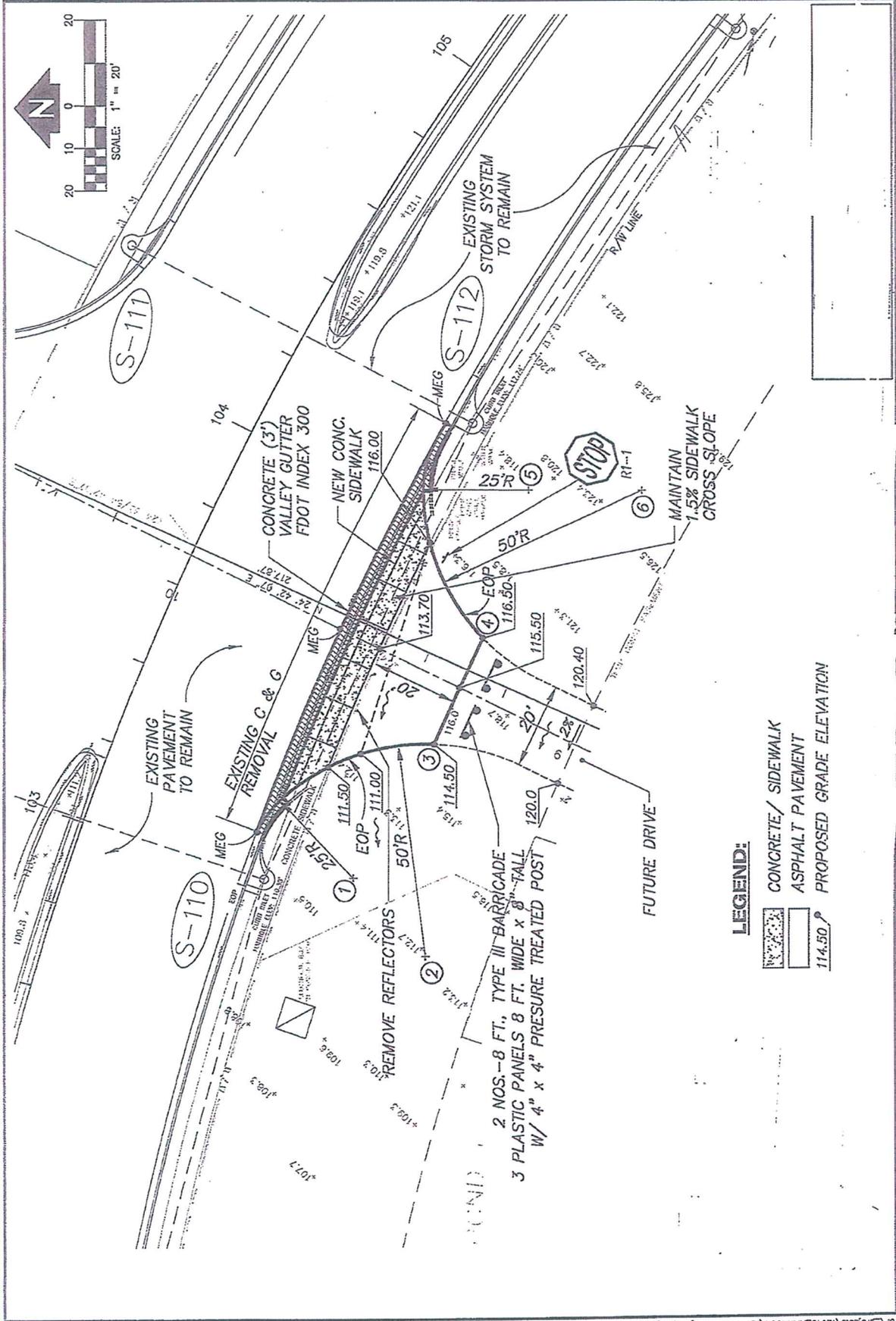
SECTION	TOWNSHIP	RANGE
00	00 S	00 E
DATE:	DATE:	DATE:
DATE:	DATE:	DATE:

DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION
 437 ARDICE AVE.
 EUSTIS, FLORIDA 32720



REVISION:	DATE:

SAMPLE PROJECT 3



LEGEND:

-  CONCRETE/ SIDEWALK
-  ASPHALT PAVEMENT
-  114.50 PROPOSED GRADE ELEVATION

- 1 REMOVE REFLECTORS
- 2 NOS.-8 FT., TYPE II BARRICADE
- 3 PLASTIC PANELS 8 FT. WIDE x 8" TALL W/ 4" x 4" PRESURE TREATED POST

