



LAKE COUNTY
FLORIDA

INVITATION TO BID (ITB)

RS Means-Based Facility Construction, On-Call

ITB Number: 15-0440 Contracting Officer: Sandra Rogers, CPPB
Bid Due Date: July 10, 2015 Pre-Bid Conf. Date: Not applicable
Bid Due Time: 3:00 PM ITB Issue Date: June 3, 2015

TABLE OF CONTENTS	
SECTION 1: Special Terms and Conditions	Page 2
SECTION 2: Statement of Work	Page 9
SECTION 3: General Terms and Conditions	Page 19
SECTION 4: Pricing/Certifications/Signatures	Page 23
SECTION 5: Attachments	Page 26

SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	Not applicable to this solicitation
Certificate of Competency/License:	See Section 1.16
Indemnification/Insurance:	See Section 1.8
Pre-Bid Conference/Walk-Thru:	See Section 1.4

At the date and time specified above, all bids that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the bidders submitting bids will be read aloud and recorded. The bids will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the official bid due date. When countersigned by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

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

NO-RESPONSE REPLY

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

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

VENDOR IDENTIFICATION

Company Name: _____ Phone Number: _____
E-mail Address: _____ Contact Person: _____

Section 1.1: Purpose

The purpose of this solicitation is to select qualified contractor(s), Building and/or General, that will be utilized to execute construction and/or repair work for Lake County on projects that shall not individually exceed \$50,000.00. The County intends no substantive changes to the sample contract attached.

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 bid due date.

Sandra Rogers, CPPB, Contracting Officer
Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 441
PO BOX 7800
Tavares, FL 32778-7800

Phone : 352.343.9832
Fax : 352.343.9473
E-mail: srogers@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

Award of this contract will be made to one or more Contractors with selection based on relative sample project pricing, technical specialty and capability, performance record, and general responsibility. To be considered “responsible” in terms of eligibility for award under this solicitation, the vendor must meet the following qualification standards:

1. Must have successfully completed at least three (3) construction projects of the nature addressed by this solicitation in the last five (5) years. Vendor shall stress evidence of specific recent RS Means experience.
2. Must currently hold all required licenses for the project described in this ITB.

Section 1.4: Pre-Bid Conference

Not applicable to this solicitation

Section 1.5: Term of Contract – Twelve (12) Months

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 contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall remain in effect for 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 for Four (4) Additional One (1) Year period(s)

Prior to, or upon completion, of the initial term of this contract, the County shall have the option to renew this contract for four (4) additional one (1) year period(s). The vendor shall maintain, for the entirety of the stated additional period (s), the same pricing factor(s), terms, and conditions included within the originally awarded contract. 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 may be exercised only when such continuation is clearly in the best interest of the County.

Section 1.7: Method of Payment

See scope of work and Attachment 3, RS Means Facilities Additional Terms and Conditions.

Section 1.8: Insurance

See Attachment 4, Sample Contract.

Section 1.9: Bonding Requirements

Not applicable to this solicitation.

Section 1.10: Completion of Work From Date Of Purchase Order

See Attachment 3, RS Means Facilities Additional Terms and Conditions.

Section 1.11: Acceptance of Goods or Services

See Attachment 3, RS Means Facilities Additional Terms and Conditions. This project will be inspected by an authorized representative of the County. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

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

See Attachment 3, RS Means Facilities Additional Terms and Conditions.

Section 1.12: Warranty

See Attachment 3, RS Means Facilities Additional Terms and Conditions.

Section 1.12.1: Materials Shall be New and Warranted Against Defects

See Attachment 3, RS Means Facilities Additional Terms and Conditions.

Section 1.13 Delivery and Completion of Solicitation Response

Section 1.13.1: 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 stated in 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 1.13.2: Completion Requirements for Invitation to Bid

One (1) signed original bid and three (3) complete copies of the bid submitted by the vendor shall be sealed and delivered to the Office of Procurement Services no later than the official bid due date and time. Any bid received after this time will not be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any Bidder in responding to this ITB including, without limitation, costs for product and/or service demonstrations if requested.

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

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

Specific Completion Directions:

- Pricing shall be completed as directed within Section 4.
- Vendor shall submit the entire bid document (desired) or Section 4 with entries completed as noted in this section (required) in the cited number of copies.
- Initial and date in **BLUE INK** the appropriate space(s) for each addendum for this ITB.
- Insert any prompt payment discount that you will offer. All payment will be made in accordance with Florida Prompt Payment Act.
- Complete **all** certifications included within Section 4 of the solicitation.
- Complete and provide the reference information sheets (include at least three references) contained within the solicitation.
- Provide documentation substantiating compliance with the qualification standards stated in ITB provision 1.3

- Complete the vendor information, and sign the bid (**IN BLUE INK**) in the spaces provided in Section 4 of the solicitation.
- If insurance is required, submit either a certificate of insurance, or evidence of insurability, that is in compliance with the stated insurance requirements.

Section 1.14: Accident Prevention and Barricades

See Attachment 3, RS Means Facilities Additional Terms and Conditions. Precautions shall be exercised at all times for the protection of persons and property.

Section 1.15: Business Hours of Operations

See Attachment 3, RS Means Facilities Additional Terms and Conditions.

Section 1.16: Certificate of Competency/Licensure, Permits, Fees, and Liquidated Damages

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 218.80, Florida Statutes, requires the County to disclose required permits and fees. A full listing of fees applicable to various construction contracts is provided on the Lake County website under the Department of Economic Growth. The direct link to service fee listings is:

http://www.lakecountyfl.gov/departments/economic_growth/building_services/fee_schedule.aspx

Liquidated Damages shall be applied at the rates specified in Attachment 3, RS Means Facilities Management Additional Terms and Conditions.

Section 1.17: Clean-Up

See Attachment 3, RS Means Facilities Additional Terms and Conditions.

Section 1.18: Compliance with Federal Standards

See Attachment 3, RS Means Facilities Additional Terms and Conditions.

Section 1.19: Conflicts Between the Drawings and Specifications

See Attachment 3, RS Means Facilities Additional Terms and Conditions.

Section 1.20: “Equal” Product Can be Considered

See Attachment 3, RS Means Facilities Additional Terms and Conditions.

Section 1.21: Labor, Materials, and Equipment Shall be Supplied by the Vendor

See Attachment 3, RS Means Facilities Additional Terms and Conditions.

Section 1.22: Material Safety Data Sheet (MSDS)

See Attachment 3, RS Means Facilities Additional Terms and Conditions.

Section 1.23: 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 1.25: Modification to Project Designs

See Attachment 3, RS Means Facilities Additional Terms and Conditions.

Section 1.26: Omission from the Solicitation

See Attachment 4, Sample contract.

Section 1.27: Protection of Property

See Attachment 3, RS Means Facilities Additional Terms and Conditions.

Section 1.28: Responsibility of Vendors and Associated Subcontractors

The County may elect to conduct a pre-award inspection of the vendor’s facility during the offer evaluation process. Offers will be considered only from firms which are regularly engaged in the business of providing or distributing the goods and/or performing the services as described in the

solicitation, and who can produce evidence of a consistent satisfactory record of performance. Vendors must demonstrate that they have sufficient financial support and organization to ensure that they can satisfactorily execute the contract if awarded under the terms and conditions herein stated. In the event that the vendor intends to sub-contract any part of its work to another vendor, or will obtain the goods specifically offered under this contract from another source of supply; the vendor may be required to verify the competency of its subcontractor or supplier. The County reserves the right, before awarding the contract, to require a vendor to submit such evidence of its qualifications and the qualifications of its subcontractor as it may deem necessary. The County may consider any evidence available to it of the financial, technical and other qualifications and abilities of any vendor responding hereunder, including past performance with the County, in determining vendor responsibility for the purposes of selecting a vendor for contract award.

Section 1.29: Risk of Loss

See Attachment 3, RS Means Facilities Additional Terms and Conditions. The vendor assumes the risk of loss of damages to the County's property during possession of such property by the vendor.

Section 1.30: Superintendent Shall be Supplied by the Vendor

See Attachment 4, Sample contract.

Section 1.31: Special Notice to Vendors Regarding Federal and/or State Requirements

Upon award of any order resulting from this solicitation and resulting contract, 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.

SCOPE OF SERVICES

1. GENERAL

Perform all work in accordance with all applicable Federal, State and local laws, rules and regulations and requirements of Lake County. **The Contractor shall provide all required labor, material, permits, plans, engineering, local and state inspections to provide a 100% completed project.**

2. PURPOSE

The purpose of this solicitation is to select qualified contractor(s), Building and/or General, that will be utilized to execute construction and/or repair work for Lake County on projects that shall not individually exceed \$50,000.00.

3. DESCRIPTION OF WORK

The Contractor(s) shall provide construction and repair services, on an as needed basis, to the County on projects not exceeding \$50,000.00. Costs for the work shall be determined using the most current RSMeans cost data as derived from the following RSMeans books:

- RSMeans Building and Construction Cost Data
- RSMeans Commercial Renovation Cost Data
- RSMeans Mechanical Cost Data
- RSMeans Plumbing Cost Data
- RSMeans Electrical Cost Data
- RSMeans Facilities Maintenance and Repair Cost Data

Individual projects shall be assigned to the Contractor in accordance with the Project Ordering System described in **Section 14.**

4. DEFINITIONS

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

Change Order – A written order issued by the County’s 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.

Contractor Factor - Percentage factor used to adjust location modified, through Location Factor, cost estimate to the final Contractor’s bid price. The Contractor Factor is established by the Contractor at the time of bid submission and shall be used to determine the low bidder. **The Contractor Factor shall include all areas covered by Division 1 (except items specifically listed in the Division 1 definition) of the specified RS Means Cost book(s).** It shall be effective for the contract period and may not be adjusted upon exercise of renewal options due to the issuance of later editions to the RS Means Cost books.

Cost Estimate – Written cost estimate based upon unit cost prices from the current issue of the R. S. Means Data Books developed by the County’s Project Manager after all necessary specifications, drawings, photographs, and/or special requirements pertaining to the work have been reviewed and considered. Cost Estimates shall be adjusted by Location Factor and the Contractor Factor before being considered complete and provided to the Contractor. **Note: Items listed in Division 1 (except items specifically listed in the Division 1 definition) of the specified RS Means Cost book shall be included in the Contractor Factor and shall not be included in the cost estimate.**

Division 1 – Division 1 is the first cost section contained in RSMeans books. All items in Division 1 shall be included in the Contractor Factor with the exception of the following:

- **011131.10 Architectural Fees** - Actual cost for the Architectural Fees will be paid based on proof of cost from third party vendor invoice. These costs will be pass through third party vendor costs only with no added costs for Contractor efforts. The Contractor’s efforts (delivery, pickup, equipment, mobilization, testing, profit, overhead, copying, etc.) will be covered by their Contractor Factor.
- **011131.30 Engineering Fees** - Actual cost for the Engineering Fees will be paid based on proof of cost from third party vendor invoice. These costs will be pass through third party vendor costs only with no added costs for Contractor efforts. The Contractor’s efforts (delivery, pickup, equipment, mobilization, testing, profit, overhead, copying, etc.) will be covered by their Contractor Factor.
- **014126.50 Permits** - Actual cost for the Permit Fees will be paid based on proof of cost from third party vendor invoice. These costs will be pass through third party vendor costs only with no added costs for Contractor efforts. The Contractor’s efforts (delivery, pickup, equipment, mobilization, testing, profit, overhead, copying, etc.) will be covered by their Contractor Factor.
- **015436.50 Mobilization**
- **015616.10 Temporary Dust Barriers**
- **015813.50 Signs** - Actual cost for the materials will be paid based on proof of cost from third party vendor invoice. These costs will be pass through third party vendor costs only with no added costs for Contractor efforts. The Contractor’s efforts (delivery, pickup, equipment, mobilization, testing, profit, overhead, copying, etc.) will be covered by their Contractor Factor.

Location Factor – Percentage factor based upon zip code used to adjust base cost from a national average to a specific location. This factor is NOT the City Cost Indexes which is an alternate method for regionalizing costs. Location factor should be applied after base estimate is established but before the Contractor Factor. Factors shall be effective for the contract period and may not be adjusted upon exercise of renewal options due to the issuance of later editions to the RS Means Cost books.

Plans – The approved drawings or reproductions that show the location, character, dimension and details of the work to be done as issued by the County’s Project Manager. These plans are meant to be for illustrative purposes only.

Project Manager - Agent of the County responsible for items including but not limited to establishment of cost estimate, accepting/rejecting of work product, administration of the contract on a per job basis, as well as interfacing with the Contractor.

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

5. ACCURACY

The Contractor is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The Contractor shall, without additional compensation, correct or revise any errors, omissions or other deficiencies resulting from the services provided.

6. BACKGROUND CHECK

Specific projects may require the Contractor to provide the County with a complete list of personnel, subcontractors, and representatives of the Contractor that shall be utilized in the performance of the work. The list shall include, a full name, address, telephone number, copy of social security card, and a copy of driver's license/State of Florida Identification Card/valid passport/valid work visa. Background checks shall be performed by the Lake County Sheriff's Office at no expense to the Contractor. For these specific projects at no time shall any person associated with the Contractor be granted access to perform work on County property prior to a completed background check. All decisions related to the approval of background checks shall be made by the Lake County Sheriff's Office. All decisions are final. The Contractor MUST remove any employee, with access to County facilities, from County service who is convicted of a felony crime during his employment on these specific projects. The County reserves the right to require immediate removal of any employee from County service it deems unfit for service for ANY reason. This right is non-negotiable and the Contractor agrees to this condition by accepting this Contract.

7. METHOD OF PAYMENT

Payment shall be based upon the multipliers set forth in the Pricing Section. The multipliers shall remain firm during the term of this Agreement unless the Contractor agrees to or offers lower multipliers. Neither progress payment nor partial or entire use or occupancy of the project by the County shall constitute an acceptance of work not in accordance with the contract documents.

Projects twenty five thousand dollars (\$25,000) and under: The County shall provide a lump sum payment when all project tasks are completed by the Contractor and approved by the County's Project Manager. In order for the County to provide payment, the vendor shall submit a fully documented invoice that provides the basic information set forth below. The Contractor shall submit their invoice to the Facilities and Fleet Management Department, 32400 C.R. 473 Leesburg, FL 34788, after all work has been completed. Invoices shall be hand delivered or mailed. Faxes &/or emails will not be accepted for invoicing.

Projects greater than twenty five thousand dollars (\$25,000): The Contractor may receive periodic payments on a thirty (30) day interval for project tasks completed during that period by

the Contractor and approved by the County's Project Manager. Retention of funds shall be held in accordance with Florida Prompt Payment Act. In order for the County to provide payment, the vendor shall submit a fully documented invoice that provides the basic information set forth below. The Contractor shall submit their invoice to the Facilities and Fleet Management Department, 32400 C.R. 473 Leesburg, FL 34788, after all work has been completed. Invoices shall be hand delivered or mailed. Faxes &/or emails will not be accepted for invoicing.

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 County's Project Manager. The Contractor shall also submit with their invoice a completed "Certification of Payment to Subcontractors and Suppliers" form. Failure to submit invoices and certification form in the prescribed manner will delay payment, and the Contractor may be considered in default of contract. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

If any project given to the Contractor under this agreement is one in which federal or state funds shall be used, the contractor is hereby informed that payment shall be contingent upon receipt of said federal or state funds or approval. Additionally, payment shall be contingent upon the Contractor completing all required forms and documentation as is necessary in order to obtain such federal or state funding or approval as well as, approval from the County's Project Manager.

8. PROJECT TIME

The Contractor acknowledges that time is of the essence in carrying out Contractor responsibilities. Project time shall be listed on the Cost Estimate. If no project time is listed the following shall apply:

- For projects \$25,000 and under, the Contractor shall have sixty (60) calendar days to complete the work from the date of receipt of the "Notice to Proceed".
- For projects greater than \$25,000, the Contractor shall have ninety (90) calendar days to complete the work from the date of receipt of the "Notice to Proceed".
- If the Contractor fails to have the project completed by the specified time, the County may, at its discretion, either apply liquidated damages or hire another company to complete the work as needed. Any additional cost incurred by the County because of the Contractor's failure to complete the project as assigned shall be deducted from the Contractor's final invoice.

9. QUANTITIES

Contractor agrees that this shall be an open quantity contract. The County shall not guarantee to the Contractor any minimum amount of work throughout the term of this Agreement. Furthermore, Contractor agrees and acknowledges that in the event Contractor cannot meet the County's specifications, including but not limited to, time for completion, cost for individual project etc... that the County reserves the sole right to offer the individual project to other contractors retained by the County.

10. PROJECT ORDER SYSTEM

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

1. The County's Project Manager will prepare all necessary specifications, drawings, photographs, and/or special requirements to adequately portray the scope of work. Unless specifically stated plans/drawings shall be for illustrative purposes only. The Contractor shall be required to provide plans and engineering if required. Upon completion of gathering necessary scope documents, the County's Project Manager shall prepare a Cost Estimate, based upon unit cost prices from the current issue of the specified R. S. Means Cost Data Book modified for location and the Contractor's Bid Factor for submittal and review by the Contractor.
2. The Contractor shall contact the County's Project Manager to arrange for a site visit. Site visit shall be made within three (3) days of receipt of cost estimate.
3. **Projects twenty five thousand dollars (\$25,000) and under:** The Contractor shall provide an acceptance or revision email to the County's Project Manager within three (3) business days following the site visit. The Contractor's acceptance or rejection of the cost estimate shall be limited to specific line item inclusion or exclusion and specific quantities of the line items provided in the estimate. All unit prices are fixed and non-negotiable by the specified R. S. Means Cost Data Book, Location Factor, and the Contractor Bid Factor. If subcontractors are to be used by the Contractor, the Contractor shall provide a listing of such subcontractors with their response.
4. **Projects greater than twenty five thousand dollars (\$25,000):** The Contractor shall provide an acceptance or revision to the County's Project Manager within ten (10) business days following the site visit. The Contractor's acceptance or rejection of the cost estimate shall be limited to specific line item inclusion or exclusion and specific quantities of the line items provided in the estimate. All unit prices are fixed and non-negotiable by the specified R. S. Means Cost Data Book, Location Factor, and the Contractor Factor. If subcontractors are to be used by the Contractor, the Contractor shall provide a listing of such subcontractors with their response.
5. In the event the Contractor provides rejection of the Cost Estimate, the Contractor shall provide specific reason(s) for the rejection of the estimate. Approved reasons for rejection are limited to the following:
 - Error in specific unit quantity(s)
 - Incorrect line item(s) provided in cost estimate
 - Missing line item(s) in cost estimate
 - Incorrect Location Factor
 - Incorrect Contractor Factor
 - Mathematical error(s)

The Contractor must demonstrate to the satisfaction of the County's Project Manager reason(s) for rejection. Upon agreement by both parties of such an error, the County's Project Manager shall reissue a new cost estimate and it shall be reviewed as described in the method above. In the event the Contractor is unwilling to accept an estimate and does not have an approved rejection, the Contractor shall be provided a Notice of Unapproved Cost Estimate Rejection in writing.

The Contractor shall, upon request, meet with the County's Project Manager to review the submittal and shall at the request of the County's Project Manager, enter into an agreed price in accordance with the terms of the agreement.

The RS Means Cost Data Books are believed to be extremely comprehensive in nature. The vast amount of minor differences in the construction industry makes it impossible for one publication to address every combination of materials. As a result of these many materials available, the County's Project Manager shall seek the most appropriate line item in the event there is not a direct match. In such a case, the County's Project Manager shall choose the most applicable. The Contractor shall not be bound by this substitute line item and this may be basis for an Approved Rejection of the Cost Estimate. In the event that neither party can agree on an accurate substitute, that specific item shall be excluded from the project if possible. If this is not a possible option, the Contractor shall be granted an Approved Rejection of the Cost Estimate and the County's Project Manager shall look to the 2nd RS Means Contractor or shall seek an alternate bidding method outside of this contract.

6. Upon acceptance of the cost estimate the Contractor shall email the County's Project Manager stating that the cost estimate is approved and all work shall be performed in accordance with the scope of work documents. No change orders, modification of quantities, or addition of line items will be provided after signed acceptance is provided for the performance of work under the original scope. Change orders will be provided only for the addition or deletion of work differing from the original scope of work documents.
7. Upon receiving approval from the Contractor of the Cost Estimate the County's Project Manager shall submit to the Office of Procurement Services to issue a Purchase Order for the project. Once received the County's Project Manager shall provide the purchase order to the Contractor and shall also give the Contractor official Notice to Proceed by email. The Contractor shall provide verification email within 24 hours of receipt. Notice to Proceed may or may not be given at the same time as the purchase order based on scheduling with other County Departments. The Contractor shall complete the work within the time frame specified in **Section 8** after the issuance of the Notice to Proceed.
8. Upon notice from the Contractor that the service has been completed (or upon receipt of an invoice), the Project Manager will make a final inspection within five (5) business days of receipt of notification. The Project Manager shall notify the Contractor verbally or in writing if necessary of any deficiencies, if any, with

the project. The Contractor shall correct all deficiencies before final acceptance and payment is made. If the deficiencies have not been completed within the contract time, the Project Manager shall send out a second notification notifying Contractor of assessment of liquidated damages.

9. Upon completion of the deficiencies, the Contractor shall notify the Project Manager when the deficiencies has been completed and corrected. If the deficiencies are not corrected when inspected, an eighty dollar (\$80.00) inspection fee shall be assessed to the Contractor for the second inspection and any re-inspection that may be required after that. The fee is assessed to offset the additional costs associated with County labor and vehicle usage required for unnecessary inspections. The fee(s) shall be deducted from the final invoice for that release order.

14. ADDITIONAL SERVICES

Services not specifically identified in this Agreement may be added to the Agreement upon execution of a written modification.

15. COUNTY SUPPLIED MATERIALS

If materials are supplied by the County for a particular project, the cost of the material shown in the material column of the specific line item shall be subtracted from the Total Including O&P column. The difference of these two items shall be the modified unit cost before application of Location Factor and Contractor Factor.

The County shall deliver material(s) to the designated location provided by the Contractor. A delivery request by Contractor shall occur at least two (2) business days prior to actual delivery date needed.

16. GENERAL CONDITIONS

Measurement and Payment

All work completed under the terms of this contract shall be measured according to United States Standard Measures.

All measurements shall be taken horizontally or vertically, unless specifically provided otherwise.

In the measurement of items to be paid for on the basis of area of finished work, when the pay quantity is designated to be determined by calculation, the lengths and/or widths to be used in the calculations shall be the center line to center line shown on the plans, or the final dimensions measured of the completed work within the lines shown on the plans or designated by the Project Manager. The method, or combination of methods, shall be those which reflect with reasonable accuracy the actual area of finished work as determined and authorized by the Project Manager.

No payment will be made for either construction over a greater area than authorized, or for material moved from outside of the boundary shown on the plans, except when such work is performed upon instructions of the Project Manager, with the County's approval.

No payment will be made on materials that are stored either on-site or off-site unless approved in advance by the County. Invoices shall only request payment for those materials that have been incorporated into the work. Determination as to whether the materials have been stored or incorporated into the work shall be solely the County's decision.

The Contractor shall accept compensation provided under the terms of this contract as full payment for furnishing all materials and for performing all work contemplated and embraced under this contract. Such compensation shall also be for any and all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions encountered during the contract period until final acceptance by the County.

Failure to construct any item to plan or authorized dimensions within the specification tolerances shall result in reconstruction by the Contractor to acceptable tolerances at no additional cost to the County, acceptance at no pay, or acceptance at reduced final pay as determined by the Project Manager.

Termination of Contractor's Responsibilities

The contract will be considered complete when all work has been completed and has been accepted by the County and the Project Manager. The Contractor will then be released from further obligation except as set forth in the bonds and in this Contract.

Recovery Rights Subsequent to Final Payment

The County reserves the right, should an error be discovered in the partial or final estimates, 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 or its surety, or both, 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 Project Manager.

Lands For Work and Access Thereto

The County will furnish and define the limits of land for access to the construction site and for the site proper. All information shown in the contract documents constitutes the extent of land provided by the County. No storage or service of equipment shall take place on private property unless the Contractor has a letter from the landowner stating that the Contractor has permission to do so. The Contractor shall supply the Project Manager with a copy of any such letter before the equipment is placed there. Any and all other lands required by the Contractor shall be procured by the Contractor at the Contractor's expense.

As the work progresses, the Contractor shall keep the site reasonably clear of rubbish, trash, waste and other disposable materials on a daily basis. If the Contractor allows the site to become littered and unsightly, any payments otherwise due may be withheld until the Contractor cleans

up the site to the satisfaction of the County. If the Contractor fails to clean up the site, the County may choose to clean up the site at the Contractor's expense.

The Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the project site and land and areas identified in and permitted by the contract documents, and shall not unreasonably encumber the project site, as determined by the Project Manager or the County, with construction equipment or materials. The Contractor shall assume full responsibility for any damage to any such land or area or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the work. At the completion of the work, the Contractor shall remove all debris, rubbish and waste materials from and about the project site, as well as all tools, appliances, construction equipment and machinery and surface materials and shall leave the project site clean and ready for occupancy by the County.

Equipment

All equipment may be inspected and approved by the Project Manager before it is placed in service. If at any time, the Project Manager determines that any equipment is deficient in any way, the Contractor shall remove the equipment from service immediately, and the equipment shall remain out of service until the deficiency is corrected to the satisfaction of the Project Manager. Inspection and approval of the Contractor's equipment by the Project Manager shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of the Contractor's equipment, nor shall it relieve the Contractor of the responsibility to meet the established time for the completion of the service.

Any equipment left within the right of way shall be outside the clear zone. No equipment shall be parked overnight in the median.

All service and supply operations shall be conducted outside the clear zone. No supply vehicles shall enter the median for any purpose. No service vehicles shall enter the median except when necessary to repair or remove inoperable equipment.

Storage of Materials

Materials shall be so placed so as 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 Project Manager, shall not be used in the work, and shall be removed from the site by the Contractor at the Contractor's expense.

Other Work

The Contractor will cooperate with County forces or others who may be engaged in authorized work prior to final completion of the project.

The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner and that service rendered by these parties will not be interrupted.

The County may perform other work related to the project site or, in the general vicinity of the site by the County's own forces, have other work performed by utility owners or let other direct contracts. If other work is not identified in the contract documents and if the Contractor believes that such performance will involve additional expense to the Contractor or require additional time, the Contractor shall send written notice of that fact to the County and the Project Manager within two (2) business days of being notified of the other work. If the Contractor fails to send the above required notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the contract time or adjustment to the contract amount. The Contractor shall afford each utility owner and other contractors (or the County, if the County is performing the additional work with the County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its work with theirs. The Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Project Manager and the others whose work will be affected.

If any part of the Contractor's work depends, for proper execution or results, upon the work of any other contractor other than a subcontractor or utility owner, the Contractor shall inspect and promptly report to the Project Manager, in writing within two (2) business days, any delays, defect or other problems in such other work that renders it impossible for the Contractor to obtain proper execution or results. The Contractor's failure to report will constitute an acceptance of the other work as fit and property for integration with the Contractor's work.

Statutory Requirements

Contractor acknowledges and agrees that, in accordance with Section 255.099, Florida Statutes, if any project assigned hereunder is being supported in whole or in part by State funding the Contractor shall give preference to the employment of state residents in the performance of the work if state residents have substantially equal qualifications to those of non-residents. If the CONTRACTOR is required to employ state residents, the CONTRACTOR shall contact the Department of Economic Opportunity to post the employment needs in the State's job bank system. However, in work involving the expenditure of federal aid funds, this section may not be enforced in such a manner as to conflict with or be contrary to federal law prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or prohibiting as unlawful any other preference or discrimination among the citizens of the United States.

3.1 DEFINITIONS

Addenda: A written change to a solicitation.

Bid: Shall refer to any offer(s) submitted in response to this ITB.

Bidder: Refers to any entity that submitted a bid under an ITB.

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

Contractor: The vendor to which award has been made.

County: Shall refer to Lake County, Florida.

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

Modification: A written change to a contract.

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

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

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 that the words “shall”, “must”, or “will” are equivalent within this ITB and indicate a mandatory requirement which shall not be waived by the County.

3.2 INSTRUCTIONS TO BIDDERS**A. Bidder Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

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

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the bid due date. Such inquiries shall contain the requester’s name, address, and telephone number. The Procurement Services Office

may issue an addendum in response to any inquiry received, prior to bid opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The bidder should not rely on any statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the bidder’s responsibility to ensure receipt and to acknowledge all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the bid from being considered for award

D. Contents of Solicitation and Bidders’ Responsibilities

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

E. Restricted Discussions

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

F. Change to, Withdrawal of, or Mistake in, Bid

Changes to Bid - Prior to bid opening, a bidder may change its bid by submitting a new bid with notice on the firm’s letterhead, signed by an authorized agent, stating that the new submittal replaces the original submittal. The new submittal shall contain all information as required for submitting the original bid.

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

Mistake in Bid - Any allegation of mistake in Bid shall be treated on a case-by-case basis. It is to be assumed that any alteration in bid price after receipt of bids will be exceptional in nature, and will be allowed only when substantiated by current legal precedence.

G. Conflicts within the Solicitation

Where there appears to be a conflict between contractual terms and conditions, the technical specifications, the pricing section, or any addendum issued, the order of precedence shall be: last addendum issued, the pricing section, the technical specifications, the special, and then general conditions. It is incumbent upon the vendor to identify such conflicts prior to the bid response date.

H. Prompt Payment Terms

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

3.3 PREPARATION OF BIDS

- A. The Pricing Section of this solicitation defines the goods or services to be purchased, and must be completed and submitted with the bid. Use of any other form or alteration of the form may result in the rejection of the bid.
- B. The bid submitted must be legible, and completed using typewriter, computer or ink. Any entry change must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

- C. An authorized agent of the bidder's firm must sign the bid. **FAILURE TO SIGN THE BID MAY RENDER THE BID NON-RESPONSIVE.**
- D. The bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The bidder may submit alternate bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate bid must meet or exceed the minimum requirements and be submitted as a separate bid marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- G. Any bid received after the stipulated bid due date and time through no fault of the County will be considered late, and except under the most exceptional circumstances, not be considered for award.
- H. Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination.

3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, or evidence any prior understanding, agreement, or connection in such regard, such bids shall be presumed to be collusive. Related parties shall mean bidder or principals thereof that have a direct or indirect ownership interest in another bidder for the same contract or in which a parent company or the principals thereof of one bidder have a direct or indirect ownership interest in another bidder for the same contract. Bids found to be collusive shall be rejected. Bidders which have been found to have engaged in collusion may be considered non-responsive, 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 solicitation does not commit the County to award nor be responsible for any cost or expense which may be incurred by any bidder in preparing or submitting a bid, or any cost or expense incurred prior to the execution of a purchase order or contract. By submitting a bid, the bidder also agrees that the County bears no responsibility for any costs of the bidder associated with any administrative or judicial proceedings resulting from this solicitation process.

3.8 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 needed to fulfill contractual obligations with the County, nor is any vendor authorized to use the County Tax Exemptions for such purchases.

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of a bid will be available for public inspection in compliance with

Chapter 119 of the Florida Statutes (the "Public Record Act."). The bidder should not submit any information which the bidder considers proprietary or confidential. The submission of any information to the County in connection with any solicitation shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

3.10 CANCELLATION OF SOLICITATION

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

3.11 AWARD

- A. Unless otherwise allowed by statute or ordinance, award will be made to the lowest priced responsive and responsible bidder. The County reserves the right to reject any and all bids, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all bids if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work is not amended.
- E. Award will only be made to firms that satisfy all legal requirements to do business with the County. The County may conduct a pre-award inspection of the bidder's site or conduct a pre-award qualification meeting to determine the responsibility and capacity of the bidder to perform. Award may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- F. The bidder's performance as prime or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a responding bidder.
- G. All tie bids will be resolved in consonance with current written procedure in that regard.
- H. A vendor wishing to protest any award decision resulting from this solicitation shall do as provided for 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 Procurement Services Manager.

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 bidder's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use 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 effect 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 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 the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for a minimum of three (3) years, or as required by Florida law, whichever is longer, following expiration of the Agreement. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. 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 ITB shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this ITB shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

3.33 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for successful performance of 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 each contract that exceeds One Hundred Ninety Five Thousand dollars (\$195,000.00), any organization awarded a contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting. Any contract requiring this certificate shall contain a provision that the original contract price and any additions shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract.

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.

3.38 TOBACCO PRODUCTS

Due to the acknowledged hazards arising from exposure to tobacco products, and to protect the public and employees' health, safety, comfort and environment, tobacco use is prohibited on any County owned building and property. Tobacco products include both smoking and smokeless tobacco.

ITB TITLE: RS Means-Based Facility Construction, On-Call

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.
- Unit prices shall govern for all services priced on that basis as requested under this solicitation.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- **Vendors are advised to visit our website at <http://www.lakecountyfl.gov> and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.**

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever applies

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

PRICING SECTION

CONTRACTOR’S ADJUSTMENT FACTOR (see definitions section of the Statement of Work and note 8 of Pricing Directions at Attachment 2, with Sample for a “no adjustment” contractor’s adjustment factor being an entry of 1.00): _____

Florida Contractor’s License/Certification No. _____ Expiration Date: _____

By Signing this Bid the Bidder Attests and Certifies that:

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

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.

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

General Vendor Information and Bid 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: _____

THE FOLLOWING DOCUMENTS ARE ATTACHED

Attachment 1: Work References

Attachment 2: Sample Project Pricing Form and Directions

Attachment 3: RS Means Facilities Management Additional Terms and Conditions

Attachment 4: Sample Contract

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 – SAMPLE PROJECT PRICING FORM AND DIRECTIONS

INTERIOR RENOVATION TO LAKE COUNTY PUBLIC DEFENDER'S OFFICE					
CONTRACTOR INFORMATION: ACME Construction 1992 CR 470 Leesburg, FL 34778 352-555-1993			CONTRACT NO.: 01-0205 PROPOSAL DATE: 4/30/15 RS MEANS BOOK: Building Construction Cost Data 2012		
Note #1		Note #2		Note #3	Note #4
RS MEANS CODE	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
06 11 10.26 0205	2" x 4" x 8' stud walls installed	71.5	LF	\$12.30	\$879.45
26 05 19.20 9050	Install MC cable for electrical circuits for new receptacles and lights	3	CLF	\$450.00	\$1,350.00
26 05 90.10 4120	Install 12 - 20 amp duplex receptacles	12	Ea.	\$100.00	\$1,200.00
27 05 90.10 3370	Install 3 single pole switches for lights	3	Ea.	\$121.00	\$363.00
27 51 13.50 3530	Install 3 - 1' x 4' 32 watt T8 troffer lights	3	Ea.	\$263.00	\$789.00
07 21 16.20 0020	Kraft faced fiberglass insulation installed in new stud walls	571	SF	\$0.69	\$393.99
23 33 46.10 1940	Install 6 flexible air ducts for supply and return air	100	LF	\$7.15	\$715.00
23 37 13.10 1120	Install 6 - 12" x 12" registers for air supply and return	6	Ea.	\$106.00	\$636.00
09 29 10.30 2000	5/8" drywall installed on walls - taped and finished with light orange peel	1120	SF	\$1.46	\$1,635.20
09 51 23.10 0700	Install suspended grid ceiling system	300	SF	\$3.90	\$1,170.00
08 12 13.13 0025	Install 3 - 3'0" x 6'8" 16 ga. metal door frames	3	Ea.	\$225.00	\$675.00
08 14 13.10 2140	Install 3 - 3'0" x 6'8" solid core birch face doors	3	Ea.	\$199.00	\$597.00
08 71 20.42 0100	Install 3 commercial keyed locksets	3	Ea.	\$320.00	\$960.00
09 91 23.72 0240	Prime and paint new drywall	1120	SF	\$0.41	\$459.20
09 91 23.33 1800	Stain new wood doors to match existing	3	Ea.	\$67.50	\$202.50
				\$0.00	
		Note #6	SUBTOTAL		\$12,025.34
		Note #7	LOCATION FACTOR		0.891
			REGIONAL SUBTOTAL		\$10,714.58
Note #5	SPECIAL NOTES: Work will need to be done after regular County working hours.	Note #8	CONTRACTOR FACTOR		\$0.95
		Note #9	GRAND TOTAL		\$10,178.85

Note #1: Descriptive information regarding individual units is provided by the *RS Means Code* column as well as the *Description* column. *RS Means Code* column is the unique number for each line item in the RS Means Book. The *Description* column provides a written narrative of each code.

Note #2: The *Quantity* Column provides the specific number of units estimated for each line item for the job.

Note #3: Fixed national cost averages are provided in the *Unit Cost* column for each line item. Each unit cost can be found in the Total Including O&P column for each RS means Code in the book.

Note #4: The *Total* column is a calculated column that multiples (*Quantity X Unit Cost*).

Note #5: Various additional job specific requirements are provided in the *Special Notes* section of the estimate.

Note #6: A total of all the individual items are provided in the *Subtotal* cell. This creates a total for the job prior to applying a local cost modifier, *Location Factor*.

Note #7: The *Location Factor* creates a specific cost for this area of the country. This number is provided through the RS Means book for specific zip codes. The *Regional Subtotal* is calculated by: (*Subtotal X Location Factor*).

Note #8: The *Contractor Factor* is the number provided as the Contractors bid. This number modifies the *Regional Subtotal* by creating a Contractor specific bid.

Note #9: A *Grand Total* for the job is calculated by: (*Regional Subtotal X Contractor Factor*).

Note #10: The *Contractor Acceptance Signature* is the area where the contractor signs in his or her agreement with the cost estimate. This acceptance allows for the County Purchase Order process to begin.