

**SARASOTA COUNTY - REQUEST FOR PROPOSALS ("RFP")
SOLICITATION SUMMARY**

This Request for Proposals ("RFP") document is available via eProcure. eProcure is accessible at <https://eprocure.scgov.net>

Proposers must be registered as a vendor in eProcure prior to submitting a response. Sarasota County is not responsible for the accuracy of solicitation documents and information obtained from any source other than eProcure.

SOLICITATION NUMBER: 122121DD

SOLICITATION TITLE: Libraries Printing and Copying (Public Access)

SUBMITTAL FORMAT: Electronic Manual

SUMMARY:

Sarasota County Government is seeking proposals from experienced vendors for public copier based services for the Sarasota County Library System. The proposal is for the installation, maintenance and leasing of self-service printer/copiers.

ADVERTISE DATE: September 25, 2012

REQUEST FOR INFORMATION (RFI) DEADLINE: October 9, 2012 at 5:00 p.m.

DUE DATE AND TIME: October 19, 2012 at 2:30 p.m.

SITE VISITS: Mandatory Non-Mandatory N/A

PROCUREMENT ANALYST:

Danielle Duchene, Procurement Analyst Sr.
PHONE: 941-315-8244 FAX: 941-861-5129

SUBMITTAL INSTRUCTIONS:

Solicitations identified in eProcure as Electronic: Electronic proposals must be submitted via eProcure by the due date and time stated in the solicitation summary. If there is a green check mark in the Electronic Solicitation field in eProcure, the solicitation is Electronic. *Manual submissions will not be accepted for solicitations identified as electronic.*

Solicitations identified in eProcure as Manual: If there is not a green check mark in the Electronic Solicitation field in eProcure, the solicitation is Manual. Eight (8) hard copy proposals and one (1) CD-ROM disk containing a single PDF file of the proposal must be submitted by the due date and time stated in the solicitation summary. Every effort should be made to ensure that file size does not exceed 10MB to accommodate electronic distribution and storage of documents Proposals must be delivered to:

Sarasota County Government, Procurement
1660 Ringling Blvd. 3rd Floor
Sarasota, FL 34236

The County assumes no responsibility for any proposals (manual or electronic) received after the posted due date and time or at any location other than that specified, no matter what the reason. *Late submittals will be held unopened and will not be considered for award.*

REQUESTS FOR INFORMATION

Requests for information must be submitted electronically through the eProcure system. RFI's submitted after the RFI deadline in the solicitation summary will not be accepted. No verbal RFI's will be honored. The electronic response posted in eProcure or the posting of an addendum in eProcure are the only official methods whereby interpretation, clarification or additional information will be provided.

**SARASOTA COUNTY - REQUEST FOR PROPOSALS (“RFP”)
GENERAL NOTES AND REQUIREMENTS**

1.0 DESCRIPTION

Sarasota County (“County”), a political subdivision of the State of Florida, is requesting proposals from qualified professionals to provide the public copier based services as described in Attachment “A”, Scope of Services, attached hereto and incorporated herein.

2.0 TERM

The County intends to award an agreement for a three (3) year period. There will be an option to extend the contract for two (2) additional one (1) year periods.

3.0 PROPOSER

For purposes of this RFP, the term “proposer” is defined as the legal entity submitting the proposal and identified in Part I of the RFP-INFO Form.

4.0 GENERAL TERMS AND CONDITIONS

Proposers shall be required to abide by all General Terms and Conditions set forth in Attachment “B”, General Terms and Conditions of Solicitations and Purchase Orders, attached hereto and incorporated herein.

5.0 INSURANCE REQUIREMENTS

Before performing any contract work, the successful proposer shall procure and maintain, during the life of the contract, unless otherwise specified, insurance listed in Attachment “C”, Insurance Requirements attached hereto and incorporated herein.

6.0 BACKGROUND

Refer to Attachment “A”, Scope of Services

7.0 QUALIFICATIONS

- a. Minimum three (3) years experience providing Printing/Copying services.
- b. Services must have been provided in the past two (2) years, for 12 consecutive months.
- c. Provided cash collection and deposit services for at least one (1) customer in the past three (3) years.

8.0 PROPOSAL REQUIREMENTS

- 8.1 For solicitations identified as Manual, Proposals shall be bound, and shall contain the specified tabs with stated information behind each tab. Where specified, the maximum number of pages in each section of the response shall consist of double-sided, 8 ½” x 11” paper, using 12-point characters. Responses exceeding these limits may be considered non-responsive, at the sole discretion of the County.
- 8.2 For solicitations identified as Manual, all printed and photocopied documents related to this proposal and in fulfillment of any resulting contract shall be double-sided and printed on recycled paper with a minimum of 30% post-consumer content.
- 8.3 Proposals shall remain in effect for 120 calendar days after the closing date of the Request for Proposals, unless otherwise stipulated in the RFP.
- 8.4 Proposers will be required to submit the completed forms and requested documents with their proposal.

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- 8.5 Inclusion of information that is not requested will not be considered and may result in your proposal being declared non-responsive, at the sole discretion of the county.

9.0 REQUIRED TABS AND DOCUMENTS (For manual solicitations)

9.1 TAB 1 – INTRODUCTION

- a. **(REQUIRED)** Provide a one page (double-sided) Letter of Interest.
- b. **(REQUIRED)** The forms and documents checked below are provided as attachments to this solicitation, and incorporated herein. These documents are required, and must be included with your proposal submission. For electronic solicitations, these required documents must be submitted electronically in eProcure.

- Signed & notarized RFP-INFO Form (signatory shall have the authority to bind the proposer to the submitted proposal and shall be able to provide a delegation of authority document within a reasonable amount of time if requested by the County)
- Provide a maximum of 5 completed RFP-QUAL Forms
- Customer List

- c. **(REQUIRED) Immigration Status Affidavit: All proposers** must submit a notarized Immigration Status Affidavit as part of their eProcure vendor profile **prior to the submittal due date and time**. The Immigration Status Affidavit form is available at <https://eprocure.scgov.net> under “Resources

To upload a document to your vendor profile in eProcure, refer to Section 4 of the eProcure Vendor Registration Guide.

- d. **(REQUIRED) No Lobby Affidavit: All proposers** must submit a notarized No Lobby Affidavit as part of their eProcure vendor profile **prior to** the submittal due date and time. The No Lobby Affidavit form is available at <https://eprocure.scgov.net> under “Resources”.

To upload a document to your vendor profile in eProcure, refer to Section 4 of the eProcure Vendor Registration Guide.

- e. **Drug-Free Workplace Program Certification:** Proposers that have implemented a drug-free workplace program pursuant to Section 287.087, Florida Statutes should submit a Drug-Free Workplace Program Certification form as part of their eProcure vendor profile **prior to the submittal due date and time**. The Drug Free Workplace Program Certification form is available at <https://eprocure.scgov.net> under “Resources.

To upload a document to your vendor profile in eProcure, refer to Section 4 of the eProcure Vendor Registration Guide.

- f. **Local Business Affidavit:** Proposers wishing to be considered for local preference must submit a Local Business Affidavit as part of their eProcure vendor profile prior to the submittal due date and time. The Local Business Affidavit form is available at <https://eprocure.scgov.net> under “Resources”.

To upload a document to your vendor profile in eProcure, refer to Section 4 of the eProcure Vendor Registration Guide.

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- g. Failure to provide any of the **required** documents may be cause to declare a proposer non-responsive.

9.2 TAB 2 - EXPERIENCE

- a. **(REQUIRED)** Provide a brief history of the firm, including the number of years in business, pertinent capabilities, and evidence of experience and resources necessary to successfully provide the services described herein.
- b. **(OPTIONAL)** Resumes of key personnel.

9.3 TAB 3 – PROJECT APPROACH

- a. **(REQUIRED)** Provide a detailed project approach, including the proposed strategy for providing the services described herein. Include anticipated resources, including staffing levels, technology and equipment. Maximum XX pages.
- b. **(REQUIRED)** Provide a graphical representation of the proposed schedule/timeline indicating major milestones and deliverables.

9.4 TAB 4 – COMPENSATION

- a. **(REQUIRED)** Provide proposed compensation using the method or methods checked below.

Complete Attachment “X”, Fee Schedule

10.0 EVALUATION

- 10.1 All timely responses meeting the criteria set forth in this RFP shall be considered by the County.
- 10.2 Proposals will be evaluated in accordance with the scoring and evaluation criteria listed in Section 12.0 of this RFP.
- 10.3 Prior to scoring the proposals, the Evaluation Committee will determine if oral presentations are required. If the Committee determines that oral presentations are necessary, the evaluation committee will evaluate all responsive and responsible proposals and short-list the three (3) highest ranking firms using the evaluation criteria in Section 13.0. If the committee would like to hear oral presentations from more than three (3) proposers, they will make that determination prior to scoring the proposals.
- 10.4 For products and services estimated to exceed \$5,000,000 in total costs, the RFP Evaluation Committee will be required to request oral presentations from the proposers with the three highest scores.
- 10.5 Following presentations, the committee will rank the short-listed proposers and recommend the first ranked proposer for award.
- 10.6 Notice of any public meetings pertaining to this RFP shall be posted at www.scgov.net. Proposers are instructed to contact Sarasota County Procurement if no meetings are indicated on the website and they wish to confirm whether meetings have been scheduled.

11.0 AWARD

- 11.1 Award shall be made to the proposer or proposers who, in the sole opinion of the

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County, are most qualified to perform the scope of services required.

- 11.2 The successful proposer shall be required to submit proof of licenses or certifications as required by the County.
- 11.3 In awarding this RFP, preference shall be given to local businesses in accordance with Section 2-220 of the Sarasota County Procurement Code. **Proposers wishing to be given preference as a local business must submit a local preference affidavit as part of their eProcure vendor registration prior to the due date and time listed in the solicitation summary.**

12.0 SCORING AND EVALUATION CRITERIA

12.1 Proposals will be ranked using the following scoring criteria.

CRITERIA	DESCRIPTION	MAXIMUM POINTS
<p align="center">LOCAL BUSINESS PREFERENCE (10% OF TOTAL POINTS AVAILABLE)</p> <p><i>Local Business Preference points are only awarded to proposers who meet the county's local business definition as described in the Sarasota County Procurement Code.</i></p>	<p align="center">Length of Time Local Office Established</p> <p>Local Office Established for 3+ Years - 6 Local Office Established for 2+ Years - 4 Local Office Established for 1+ Years - 2</p> <p align="center">Use of Local Sub-Contractors</p> <p>100% of Sub-Contractors are Local Businesses - 4 Local Proposer Not Using Sub-Contractors - 4 50-99% of Sub-Contractors are Local Businesses - 2 Less than 50% of Sub-Contractors are Local Businesses - 0</p>	<p>2 <i>(total divided by 5)</i></p>
DEMONSTRATED EXPERIENCE	References Provided and/or Demonstrated Past Experience	5
REQUIRED FEATURES	Ability to meet minimum required features described in the RFP.	6
DESIRED FEATURES	Ability to provide desired features described in the RFP	2
COMPENSATION	Fee Schedule	5
MAXIMUM TOTAL POINTS		20

12.2 In the event of a tie, the tie-breaking procedures identified in the Sarasota County Procurement Manual will apply.

13.0 CHANGES IN PROJECT TEAM

13.1 A change in the project team of a short-listed firm after the submission of the response to this RFP could result in reconsideration of the scoring of applicable evaluation criteria, at the sole discretion of the County.

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- 13.2 Any changes in the project team of a short-listed firm should be brought to the attention of the County as soon as possible after the change is made. The changes, the reasons for the changes, and resumes for the individuals being substituted for an original project team member, must be submitted, prior to oral presentations, to the Procurement Analyst identified on the Solicitation Summary.
- 13.3 Decreases in scoring may result from the reconsideration of changes in the project team or a short-listed firm. No increases in scoring will result from the reconsideration of changes in the project team of a short-listed firm.
- 13.4 After award of a contract, the successful respondent shall not be allowed to substitute project team members named in this response, including subcontractors, without the prior written permission of the County. Substitution may, in the sole opinion of the County, be grounds for cancellation of selection, or termination of contract.

14.0 TERMINATION

- 14.1 Any resulting agreement may be terminated for convenience by Sarasota County by giving written notice to the bidder thirty (30) days in advance of termination.
- 14.2 The County reserves the right to cancel the agreement on shorter notice if, in the sole opinion of the County, bidder performance poses a threat to County property, operation or to the health or safety of any person.

END OF INSTRUCTIONS TO PROPOSERS

ATTACHMENT "A"
SCOPE OF WORK / SPECIFICATIONS

1.0 Background

Sarasota County Government is seeking proposals from experienced vendors for public copier based services for the Sarasota County Library System (SCLS). The proposal is for the installation and maintenance and leasing of self-service printer/copiers including a print management system for public computers. The SCLS is interested in a cost comparison of a print solution with and without the print management system included.

2.0 Current Printing Environment

- 2.1 The Sarasota County Library System (SCLS) currently consists of 8 full service libraries, and a small satellite location. Please see Exhibit "A" for a list of current locations.
 - a. The main library has three public printer/copiers.
 - b. The other 7 locations each have one public printer/copier.
 - c. The satellite location is not included in this contract.
- 2.2 Currently Library customers can pay for printing by purchasing a copy-card or by inserting coins or cash at the printer.
- 2.3 Designated computers at staff service desks print to the public printer/copier.
- 2.4 VendPrint is the current print management software used in the libraries.
 - a. Licensing and maintenance is provided by the current printer/copier vendor.
- 2.5 Sarasota County owns and maintains the servers that run the public print-management software.
- 2.6 In 2011 the meter readings on the public printer/copiers in the libraries reflected 337,703 uses
- 2.7 Sarasota County owns and maintains ten (10) print release station servers (HP ProLiant ML110 G5 Tower with 1 GB memory running OS Win203 R2 SP2). These were purchased in 2009 and will be replaced every four years. All print management software must be compatible with the print release station servers.
- 2.8 The amount collected and processed by the current vendor in 2011 was \$51,000

3.0 Vendor Responsibility

The selected vendor must be able to collect all coin-op revenue and supply the SCLS with a full reporting on the collected revenue. Vendor will be responsible for all money collection, cash handling, accounting and deposit of all funds.

- 3.1 The reporting should include
 - a. The number of clicks per copier/ per month
 - b. The number of service issues both resolved and unresolved per copier/ per month
 - c. The amount of revenue per copier/ per month
- 3.2 Library staff will not be responsible for the collection of coin-op revenue.
- 3.3 The SCLS requires that all copier licensing, supplies, maintenance and service fees will be funded through the copier revenue fund.
- 3.4 The selected vendor shall be responsible for all costs associated with any contract resulting from the RFP
- 3.5 The Selected vendor will be fully responsible for total copier service including -
 - a. Coin collection
 - b. Maintenance
 - c. Repair
 - d. Parts
 - e. Supplies (toner, ink, etc.) but not paper

ATTACHMENT "A"
SCOPE OF WORK / SPECIFICATIONS

- 3.6 Service and maintenance is required on all equipment including -
 - a. Printer/Copiers
 - b. Payment collection Boxes
 - c. Monitors
 - d. Keyboards
 - e. Mouse
 - f. Card readers
 - g. Print management software
- 3.7 Service calls will be responded to within 24 hours, five days per week. Vendor will dispatch a service technician when devices are not functioning within 4 hours (Mon – Fri) of when the issue is reported. Vendor is expected to maintain on hand an adequate supply of parts to fix most common problems. If a device repeatedly fails, the vendor shall replace that device with a similarly functioning unit.
- 3.8 Weekend/holiday service calls will be responded to on the first business day to follow the service call.
- 3.9 Vendor must empty all coin boxes at a minimum of once per week / per machine. During the months of January through April, Vendor must empty all coin boxes at a minimum of twice a week.
- 3.10 The selected vendor will be required to perform a monthly check-up on all copier/printers.
- 3.11 Vendor is to provide toner cartridges and other consumables. Vendor is to make sure an ample inventory of these consumables is maintained at each site.
- 3.12 Vendor will provide software update as they become available for the print management software, pending SCLS test and approval
- 3.13 Vendor is to provide driver updates as they become available, and pending SCLS test and approval.
- 3.14 Vendor is to provide library administration with a monthly report of numbers of copies and funds collected.
- 3.15 All equipment furnished and copy quality must be kept at a level that is satisfactory to SCLS during the life of the resulting contract.

4.0 Monthly Maintenance

- 4.1 Vendor will provide all labor, equipment, software and other materials and expenses necessary to maintain the copier/printers in good operating condition.

5.0 Minimum Required Features for Printing and Copying

- 5.1 Black/White printing from networked public computers
- 5.2 Single and/or double sided printing/copying/scanning
- 5.3 Multiple paper choices
 - a. Letter
 - b. Legal
- 5.4 99% up-time
- 5.5 Multiple payment options – coins and bills and/or pre-pay card
- 5.6 Minimum 50 page input document self-feeding tray
- 5.7 Large quantity paper drawers
- 5.8 Bypass tray
- 5.9 Easy toner replacement for staff
- 5.10 The ability to print all types of files
 - a. Word

ATTACHMENT "A"
SCOPE OF WORK / SPECIFICATIONS

- b. Excel
 - c. Publisher
 - d. PDF
- 5.11 The ability to enlarge/reduce size of item being copied
- 5.12 The ability to print from the staff service desk to the public printer to assist the public.
- 5.13 New printing components will be provided at the start of the contract. This is to include, but not limited to -
- a. Printer/copier
 - b. Monitors
 - c. Coin boxes (if proposed by responder)
 - d. Card readers (if proposed by responder)

6.0 Minimum Required Features for the Public Print Management Software

- 6.1 Store print jobs in a print queue.
- 6.2 The ability to distinguish print jobs by unique name, work station ID or password.
- 6.3 The ability to review, release or delete print jobs from the print queue at the print release station.
- 6.4 Automatic deletion or expiration of print jobs in the print queue if not released after library specified time period.
- 6.5 Automatic deletion of print jobs from the print queue when released to print.
- 6.6 The ability for staff to see all print jobs in the print queue at the print release station.
- 6.7 The ability for staff to release or cancel jobs with a secure ID or passwords.
- 6.8 Automatic copier/printer disk overwrite of images within at least a 24 hour cycle

7.0 Desired Features

It is not the intention of the desired features list below to rule out or eliminate any proposal that deviates from them. The SCLS welcome proposals from vendors that will help achieve the desired scope of services.

- 7.1 Desired Features for Printing/Copying
 - a. Color printing/copying.
 - b. The ability for the public to send outbound faxes. County will provide phone line)
 - c. The ability for the public to print from a laptop, notebook or smart phone using the wireless network connection, and without any software installation on the customer's equipment.
 - d. The ability to scan to email or a USB thumb drive from the public printer/copier.
 - e. The ability to print from a USB thumb drive at the printer/copier. Customer should be able to browse print job on USB thumb drive from printer/copier.
- 7.2 Desired Features for Public Print Management Software Security
 - a. The ability to approve and delete print jobs and associated cost at the public computer work station
 - b. The ability for a customer to see only the print jobs they send to the public computer at the print release station.

8.0 Copies and Cost

ATTACHMENT "A"
SCOPE OF WORK / SPECIFICATIONS

- 8.1 The prices charged to the public will be determined by the resulting agreement between the vendor and the County.
 - a. The current price charged to the Public is \$0.15 per page.

9.0 Software Maintenance and Upgrades

- 9.1 The Vendor will keep all software licenses and upgrades up-to-date.
- 9.2 Vendor will notify library employees when a new upgrade is available and what features will change.
- 9.3 Vendor will not upgrade the software or system without approval from library staff.
- 9.4 All software will be maintained by the vendor.
All upgrades to print drivers are the responsibility of the vendor.

10.0 County Responsibilities

- 10.1 Library staff will support the copier/printers by
 - a. Installing client software
 - b. Providing Ethernet connections and IP addresses
 - c. Providing and loading paper
 - d. Loading toner
 - e. Assisting the public with using the printing service.
- 10.2 The County will purchase and supply the paper for all of the printer/copiers.
- 10.3 County EIT staff will assist/troubleshoot any problems that occurs with the operation of the print management software and pertaining to the County network infrastructure.
- 10.4 If faxes are included (optional) the County will provide a phone line.

Exhibit "A"

Current SCLS hours and locations are listed below. Hours are subject to change:



Elsie Quirk Library
100 West Dearborn St.
Englewood, FL 34223
941-861-1200

Monday 10 a.m. - 8 p.m.
Tuesday 10 a.m. - 5 p.m.
Wednesday 10 a.m. - 8 p.m.
Thursday 10 a.m. - 5 p.m.
Friday 10 a.m. - 5 p.m.
Saturday 10 a.m. - 5 p.m.
Sunday Closed

Library Manager - Jennifer Perry



Frances T. Bourne Jacaranda Library
4143 Woodmere Park Blvd.
Venice, FL 34293
941-861-1260

Monday 10 a.m. - 5 p.m.
Tuesday 10 a.m. - 8 p.m.
Wednesday 10 a.m. - 8 p.m.
Thursday 10 a.m. - 8 p.m.
Friday 10 a.m. - 5 p.m.
Saturday 10 a.m. - 5 p.m.
Sunday 1 p.m. - 5 p.m.

Library Manager - Greg Carlson



Fruitville Library
100 Coburn Road
Sarasota, FL 34240
941-861-2500

Monday 10 a.m. - 8 p.m.
Tuesday 10 a.m. - 8 p.m.
Wednesday 10 a.m. - 8 p.m.
Thursday 10 a.m. - 5 p.m.
Friday 10 a.m. - 5 p.m.
Saturday 10 a.m. - 5 p.m.
Sunday Closed

Library Manager - Ann Ivey



Gulf Gate Library
7112 Curtiss Ave.
Sarasota, FL 34231
941-861-1230

Monday 10 a.m. - 8 p.m.
Tuesday 10 a.m. - 8 p.m.
Wednesday 10 a.m. - 8 p.m.
Thursday 10 a.m. - 5 p.m.
Friday 10 a.m. - 5 p.m.
Saturday 10 a.m. - 5 p.m.
Sunday Closed

Library Manager - Jim Mitchell



North Port Library
13800 S. Tamiami Trail
North Port, FL 34287
941-861-1300

Monday 10 a.m. - 5 p.m.
Tuesday 10 a.m. - 8 p.m.
Wednesday 10 a.m. - 8 p.m.
Thursday 10 a.m. - 5 p.m.
Friday 10 a.m. - 5 p.m.
Saturday 10 a.m. - 5 p.m.
Sunday Closed

Library Manager - Carolann Palm-Abramoff



North Sarasota Library
2801 Newtown Blvd.
Sarasota, FL 34234
941-861-1360

Monday 10 a.m. - 5 p.m.
Tuesday 10 a.m. - 8 p.m.
Wednesday 10 a.m. - 5 p.m.
Thursday 10 a.m. - 8 p.m.
Friday 10 a.m. - 5 p.m.
Saturday 10 a.m. - 5 p.m.
Sunday Closed

Library Manager - Yvette Robison



Monday 10 a.m. - 8 p.m.
Tuesday 10 a.m. - 8 p.m.
Wednesday 10 a.m. - 8 p.m.
Thursday 10 a.m. - 8 p.m.
Friday 10 a.m. - 5 p.m.
Saturday 10 a.m. - 5 p.m.
Sunday 1 p.m. - 5 p.m.

Selby Library (The Main Library) Library Manager - Liz Nolan
1331 First St.
Sarasota, FL 34236
941-861-1100



Monday 10 a.m. - 8 p.m.
Tuesday 10 a.m. - 8 p.m.
Wednesday 10 a.m. - 5 p.m.
Thursday 10 a.m. - 8 p.m.
Friday 10 a.m. - 5 p.m.
Saturday 10 a.m. - 5 p.m.
Sunday Closed

Venice Library Library Manager - Ann Hall
300 S. Nokomis Ave.
Venice, FL 34285
941-861-1330

ATTACHMENT "B"

GENERAL TERMS AND CONDITIONS OF SOLICITATIONS AND PURCHASE ORDERS

1.0 ADDITIONAL INFORMATION

- 1.1 The County reserves the right to request clarifications or additional information from any offeror. Specific questions may be addressed to each of the offerors and the County's Review Committee or Procurement Analyst, as applicable, may consider any further elaboration by the offerors of any information previously submitted.

2.0 AMERICANS WITH DISABILITIES ACT

- 2.1 Sarasota County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the County's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for the public meetings related to any solicitation should contact the Procurement Analyst named on the solicitation summary at least 24 hours in advance of the meeting.

3.0 APPLICABILITY

- 3.1 These General Terms and Conditions apply to Sarasota County Invitations for Bid (except for Invitations for Bids for Construction Services), Requests for Professional Services, Requests for Proposals, Invitation for Quotes, Requests for Informal Quotes, and purchase orders.

4.0 APPLICABLE LAWS

- 4.1 Offeror must be authorized to transact business in the State of Florida.
- 4.2 All applicable local, state and federal laws, ordinances and regulations will apply to any resulting agreement and each offeror is responsible for full compliance therewith.
- 4.3 Any Offeror who, as a result of a code enforcement hearing conducted by a Sarasota County Special Magistrate, has been determined to be in violation of any provision of the Sarasota County Code of Ordinances (whether related to the subject matter of this Request for Proposal or not), shall be deemed non-responsible and ineligible for award of any contract hereunder. This prohibition shall be in force until the violation has been corrected and any fine imposed by the Special Magistrate has been fully paid and during the pendency of any appeal concerning such violation or fine. In the event an Offeror is awarded an agreement hereunder and subsequently is determined to be in violation of any provision of the Sarasota County Code of Ordinances as stated above, such violation shall be grounds for termination of that contract.
- 4.4 Offerors located in Sarasota County must comply with the Local Business Tax ordinance. It shall be the responsibility of the Offeror to obtain a current local business tax receipt from the Sarasota County Tax Collector (www.sarasotataxcollector.com) and supply a copy of that receipt to the County upon request.

5.0 ASSIGNMENT OR TRANSFER

- 5.1 The offeror shall be prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of its responsibilities under the Agreement, or its rights, title or interest therein or its power to execute such Agreement to any person, company, corporation, or partnership without prior written notice and consent and approval of Sarasota County which consent and approval may be withheld at Sarasota County's sole discretion.

ATTACHMENT "B"

GENERAL TERMS AND CONDITIONS OF SOLICITATIONS AND PURCHASE ORDERS

6.0 AVAILIBLTY OF DOCUMENTS

- 6.1 All documentation related to Sarasota County solicitations is available for download via Sarasota County Procurement's eProcure system. eProcure is accessible via Sarasota County Procurement's website at: <https://eprocure.scgov.net>
- 6.2 Vendors must be registered in eProcure prior to submitting an offer in response to a County solicitation. Sarasota County will attempt to notify registered vendors of active solicitations that match their vendor profile, but will not be responsible if a vendor does not receive notification for any reason.
- 6.3 It is solely the responsibility of each offeror to ensure they have obtained current copies of all documents issued by the County in relation to any solicitation.
- 6.4 Only documents obtained directly from Sarasota County Procurement's eProcure system are official versions. Offerors who rely on any other sources for such documents, do so at their own risk.

7.0 OFFER DELIVERY REQUIREMENTS

- 7.1 It shall be the sole responsibility of the offeror to have their offer delivered to the Sarasota County Procurement Office for receipt on or before the due date and time indicated on the solicitation summary.
- 7.2 For solicitations designated in eProcure as manual, the time stamped on the offer by Sarasota County Procurement will be the official time of receipt. For solicitations designated in eProcure as electronic, the time in the eProcure system will be the official time of receipt. Manual offers stamped after the due date and time specified on the solicitation summary and electronic offers not received in eProcure by the due date and time specified on the solicitation summary will not be considered.
- 7.3 Delivery of offers by the specified due date and time is strictly the responsibility of the Offeror.
- 7.4 Manual offers delayed by mail shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the offeror's request and expense. Electronic offers not submitted electronically in eProcure by the time and date due shall be rejected by the County and will not be considered.
- 7.5 Manual offers shall clearly identify the legal name, address and telephone number of the offeror.
- 7.6 For manual offers, all printed and photocopied documents related to the submission of this solicitation and fulfillment of any resulting contract shall be double-sided and printed on recycled paper with a minimum of 30% post-consumer content.

8.0 CLARIFICATION & ADDENDA

- 8.1 Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be submitted electronically through the eProcure system. All requests for information (RFI) must be received no later than the RFI deadline specified in the solicitation summary. No verbal requests for information will be honored.
- 8.2 The electronic response posted in eProcure or the posting of an addendum in eProcure are the only official methods whereby interpretation, clarification or additional information will be provided. It shall be the responsibility of each offeror, prior to submitting their offer, to visit eProcure and determine if addenda were issued and to make such addenda a part of their offer.

ATTACHMENT "B"

GENERAL TERMS AND CONDITIONS OF SOLICITATIONS AND PURCHASE ORDERS

- 8.3 The County shall not be responsible for oral interpretations given by any County employee, representative, or others.
- 8.4 By submitting a response, offerors acknowledge receipt of any and all issued addenda, and agree to the provisions of each.

9.0 CODE OF ETHICS

- 9.1 With respect to this offer, if any offeror violates or is a party to a violation of the State of Florida per Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such offeror may be disqualified from performing the work described in the solicitation or from furnishing the goods or services for which the offer is submitted and shall be further disqualified from submitting any future offers.

10.0 COLLUSION

- 10.1 By submitting an offer to a solicitation, the offeror certifies that he/she has not divulged to, discussed or compared his offer with other offerors and has not colluded with any other offeror or parties to this offer whatsoever. Also, offeror certifies, and in the case of a joint offer, each party thereto certifies, as to their own organization that in connection with the offer:
 - a. Any prices and/or data submitted have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other offeror or with any competitor;
 - b. Any prices and/or cost data quoted for this offer have not been knowingly disclosed by the offeror prior to the scheduled opening directly or indirectly to any competitor;
 - c. No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition;
 - d. The only person or persons interested in this offer as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this offer; and
 - e. No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except bona fide employees or established commercial agencies maintained by the offeror for the purpose of doing business.
- 10.2 An offer may be disqualified if an offeror submits more than one offer or if there is evidence of collusion.

11.0 COMPLIANCE WITH SOLICITATION REQUIREMENTS

- 11.1 Each offer must meet the requirements specified in the solicitation.
- 11.2 Failure to submit all of the required forms and information in the manner specified may result in the offer being found non-responsive, at the sole discretion of the County.
- 11.3 Offerors failing to demonstrate the stated minimum qualifications may be deemed non-responsive, at the sole discretion of the County.

12.0 CONTACT WITH COUNTY STAFF

- 12.1 After the issuance of the solicitation, prospective offerors or any agent, representative or person acting at the request of such offeror shall not contact, communicate with or

ATTACHMENT "B"

GENERAL TERMS AND CONDITIONS OF SOLICITATIONS AND PURCHASE ORDERS

discuss any matter relating in any way to the solicitation with any officer, agent or employee of Sarasota County, including members of review committees, other than the Procurement Official or Procurement Analyst named in the solicitation summary. Failure to comply with this provision may result in the disqualification of the offeror, at the option of the County.

- 12.2 This prohibition begins with the issuance of any solicitation, and ends upon execution of the agreement or when the solicitation has been canceled. Violation of this prohibition may result in the offeror being considered non-responsible.

13.0 CONTRACT FORMS

- 13.1 Any agreement or Purchase Order resulting from the acceptance of an offer shall be on forms either supplied by or approved by the County.
- 13.2 Any amendments to the resulting agreement shall require the formal written approval of both parties.

14.0 DUE DILIGENCE

- 14.1 Due care and diligence have been exercised in the preparation of the solicitation, and all information contained within is believed to be substantially correct. However, the responsibility for determining the full extent of the services or goods being solicited rests solely with the offeror.

15.0 EQUAL EMPLOYMENT OPPORTUNITY

- 15.1 Offeror shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

16.0 FUNDING

- 16.1 This solicitation is subject to the appropriation of funds in an amount sufficient to allow continuation of the County's performance in accordance with the terms and conditions of this solicitation for each fiscal year for which an agreement is awarded.

17.0 INDEMNIFICATION OF THE COUNTY

- 17.1 The offeror shall pay on behalf of or indemnify and hold harmless Sarasota County Government from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the offeror arising out of or in any way connected with the offerors or sub-contractor's performance or failure to perform under the terms of any contract resulting from any solicitation. Depending upon the nature of the services being provided, additional indemnification requirements may apply.

- 17.2 If procuring construction services, the following indemnification requirements apply:
- Pursuant to Section 725.06(2), Florida Statutes the Contractor shall indemnify and hold harmless Sarasota County Government from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness or intentional wrongful conduct of the Contractor and persons employed or utilized by the Contractor in the performance of the contract.

- 17.3 If procuring professional services, as defined by Section 287.055, Florida Statutes, the following indemnification requirements apply:

ATTACHMENT "B"

GENERAL TERMS AND CONDITIONS OF SOLICITATIONS AND PURCHASE ORDERS

Pursuant to Section 725.08(1), Florida Statutes the design professional shall indemnify and hold harmless Sarasota County Government from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract. This provision shall survive the termination or expiration of the contract.

18.0 INSURANCE

18.1 The offeror shall submit proof of insurance per Sarasota County's specifications including additional insured upon request.

19.0 INVOICING

19.1 All invoices must be mailed to the Sarasota County Finance Department, Clerk of the Circuit Court, P.O. Box 8, Sarasota, FL 34230-0008. Invoices must contain the Purchase Order number, required identification information, and reflect the Contract prices, terms, and conditions. Invoices containing deviations or omissions will be returned to the vendor for correction and resubmission.

19.2 The County shall pay offeror through payment issued by the Clerk of the Circuit Court in accordance with Section 218.70 et seq, Florida Statutes, Local Government Prompt Payment Act, upon receipt of the offeror's properly submitted invoice.

19.3 Offerors shall not perform any service or provide products until they have been issued a Purchase Order number. If the County has arranged to make payments with a purchasing card, the procedures below shall apply.

19.4 The County reserves the right to pay for purchases made under any agreement resulting from a solicitation through its Purchasing Card Program which utilizes VISA credit cards. When payment is received utilizing the County credit card, an original invoice should not be mailed to the Finance Department as defined above. Only the credit card receipt is issued for this charge with the original receipt being provided with the delivery to the individual cardholder placing the order. No surcharges will be accepted for the use of purchasing cards.

19.5 The County's administrative agent will approve invoices for payment only if the work is completed to the satisfaction of the County. Upon completion of a project the Offeror is to mail or deliver to the administrative agent a work order indicating the location, the work performed, and the Purchase Order number. Invoicing must comply with the directions per the Instructions, Terms, and Conditions section listed above herein.

20.0 IRREVOCABLE OFFER

20.1 Any offer may be withdrawn up until the due date and time specified on the solicitation summary. Any offer not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 120 days.

21.0 LICENSES AND CERTIFICATIONS

21.1 The successful offeror shall be required to submit proof of all licenses and/or certifications required by the County upon request.

ATTACHMENT "B"

GENERAL TERMS AND CONDITIONS OF SOLICITATIONS AND PURCHASE ORDERS

22.0 LOCAL PREFERENCE

- 22.1 Unless otherwise noted in the solicitation, preference shall be given to a "local business" in the awarding of any Invitation for Bid or Request for Proposal in accordance with Sections 2-219 and 2-220 of the Sarasota County Code. Local preference shall not apply to other types of solicitations unless explicitly stated in subject solicitation.
- 22.2 "Local business" means the vendor has paid a local business tax either to Sarasota County or to the county in which the vendor is located, if applicable prior to bid submission that authorizes the vendor to provide the commodities or services to be purchased, and maintains a permanent physical business address located within the limits of either Sarasota, Manatee, DeSoto or Charlotte County from which the vendor operates or performs business, and at which at least one full time employee is located.
- 22.3 In addition, fifty percent (50%) or more of the employees based at the local business location must reside within Sarasota, Manatee, DeSoto, or Charlotte County.
- 22.4 In the event the local office is not the primary location of the vendor, at least 10% of the vendor's entire full-time employees must be based at the local office location.
- Alternatively, this requirement may be satisfied if at least one corporate officer, managing partner or principal owner of the vendor resides in Sarasota, Manatee, DeSoto or Charlotte County.
- 22.5 To determine if you may qualify for local business preference, please refer to the Local Preference Checklist for Vendors located at:
- <http://www.scgov.net/CFPO/ProcurementPurchasing/procurementpurchasing.asp>
- 22.6 Offerors wishing to be given preference as a local business must submit a local preference affidavit as part of their eProcure vendor registration prior to the due date and time listed in the solicitation summary.
- 22.7 For local preference to be granted, the name of the company represented on required forms must be the same as the name on the local preference affidavit.
- 22.8 Information regarding Sarasota County's Local Business Tax can be found at <http://sarasotataxcollector.governmax.com>.
- 22.9 In the case of a proposal submitted by more than one entity, any one of those entities can qualify the proposal for the local preference. Sub-contractors or sub-consultants cannot qualify a proposal for local preference.

23.0 MATHEMATICAL ERRORS

- 23.1 In the event of mathematical error(s), unit price shall prevail. All offers shall be reviewed mathematically and corrected, prior to award.

24.0 OWNERSHIP AND FORMAT OF WORK PRODUCT

- 24.1 All plans and specifications developed for a solicited project shall become the property of Sarasota County Government and may not be re-used by the offeror.

25.0 OWNERSHIP OF RESPONSES

- 25.1 All documents submitted as part of an offer shall become the property of the County.

ATTACHMENT "B"

GENERAL TERMS AND CONDITIONS OF SOLICITATIONS AND PURCHASE ORDERS

26.0 PRE-SUBMITTAL CONFERENCES

- 26.1 Failure of an offeror to attend any mandatory conference will result in their offer being considered non-responsive.

27.0 PROTECTION OF RESIDENT WORKERS

- 27.1 Sarasota County supports the Federal Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification and non-discrimination. The Offeror is held responsible to establish appropriate procedures and controls so no service under this contract will be performed by any worker who is not legally eligible to perform such services.
- 27.2 Sarasota County shall have the right to immediately terminate an agreement if the County determines that the Offeror has failed to perform satisfactorily with respect to its employment practices in support of INA.
- 27.3 Offerors shall be required to confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

28.0 PROTESTS

- 28.1 Protest procedures are available by contacting the Procurement Analyst listed on the solicitation summary. Protest procedures are also available online at:
<https://www.scgov.net/Procurement/Pages/default.aspx>
- 28.2 Any protest of the terms, conditions and specifications contained in a solicitation and subsequent addendums, including, but not limited to, any provisions governing the methods for awarding the solicitation must be filed in writing with the Procurement Official, via facsimile at 941-861-5171 or delivered to the Sarasota County Procurement Office within five (5) working days of the posting of this solicitation or issuance of applicable addendum. Email is not an acceptable means of submitting a protest.
- 28.3 Any offeror who believes that they have been aggrieved in connection with the award of this solicitation, as the result of a violation of the requirements of the Sarasota County Procurement Code or any applicable provision of law, may protest the award action. Protestors must verbally notify the Procurement Official, at 941-861-5000 of their intent to protest within three (3) working days of the posting of the Notice of Award Action.
- 28.4 Pursuant to Section 2-223(b) of the Procurement Code, protestors, and those acting on behalf of a protestor, are prohibited from directly contacting any County officer, agent, or employee other than the procurement staff, to discuss any matter relating in any way to the solicitation being protested. This prohibition begins with the issuance of the solicitation and ends upon the execution of an agreement or cancellation of the solicitation. Failure to adhere to this restriction may result in the protest being rejected or denied by the County without further consideration.

29.0 PUBLIC ENTITY CRIMES

- 29.1 In accordance with Section 287.133, 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 an offer 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 or real

ATTACHMENT "B"

GENERAL TERMS AND CONDITIONS OF SOLICITATIONS AND PURCHASE ORDERS

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, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

- 29.2 Additionally, pursuant to County policy, a conviction of a public entity crime may cause the rejection of an offer. The County may make inquiries regarding alleged convictions of public entity crimes. The failure of an offeror to promptly supply information in connection with an inquiry may be grounds for rejection of an offer.

30.0 PUBLIC MEETINGS

- 30.1 Notice of any public meetings pertaining to this solicitation shall be posted at www.scgov.net.

31.0 PUBLIC RECORDS

- 31.1 Offerors acknowledge that all documents submitted with their offer are subject to disclosure under Florida public records laws. If an offeror wishes to claim exemption from disclosure to the public records law for any of its documents submitted, the offeror must cite the specific statutory exemption being asserted.

32.0 RESERVED RIGHTS

- 32.1 The County reserves the right to accept or reject any or all offers, to waive irregularities and technicalities, and to request clarifications or additional information from offerors.
- 32.2 The County reserves the right to accept all or any part of the offer and to increase or decrease quantities to meet additional or reduced requirements of the County.
- 32.3 Any sole response received by the submission date may or may not be rejected by the County depending on available competition and current needs of the County.
- 32.4 The County reserves the right to cancel a solicitation at any time and to cancel any recommended award or recommended contract at any time prior to execution.
- 32.5 To be responsive, offeror shall submit an offer which conforms in all material respects to the requirements set forth in the solicitation.
- 32.6 To be responsible, offeror shall have the demonstrated ability or capability to fully perform the requirements of the solicitation and has the integrity and reliability to assure contractual performance.
- 32.7 Offerors are advised that any person, firm, or other party to whom they propose to award a subcontract must meet all minimum qualifications as stated in the specifications.
- 32.8 Offerors are required to submit pricing on forms supplied by the County. Offers, may be deemed non-responsive if required forms are not used and duly signed by an authorized representative of the offeror.
- 32.9 Offerors submitting more than one bid form or price proposal in response to a solicitation will be deemed non-responsive.
- 32.10 Unless otherwise stated in the specifications, any contracts resulting from this solicitation are non-exclusive. The County reserves the right, in its sole opinion, to direct purchase items listed in this solicitation.

ATTACHMENT "B"

GENERAL TERMS AND CONDITIONS OF SOLICITATIONS AND PURCHASE ORDERS

32.11 Offerers submitting unbalanced bids or quotes may be deemed non-responsive by the County. The County reserves the right to request itemized pricing if, in their sole opinion, offeror has submitted a bid or quote that appears to be unbalanced.

33.0 RESULTING AGREEMENT

33.1 Any agreement resulting from a solicitation may, at the sole discretion of the County, contain provisions that differ from the terms of the solicitation.

34.0 ROYALTIES AND PATENTS

34.1 The offeror shall pay all royalties and license fees for equipment or processes in conjunction with the equipment and/or services being furnished. Offerors shall defend all suits or claims for infringement of any patent, trademark or copyright, and shall save the County harmless from loss on account thereof, including costs and attorney's fees.

35.0 SOLICITATION EXPENSES

35.1 Offerors shall bear all costs and expenses incurred with developing, preparing, and submitting their offers.

36.0 STRIKE-THROUGH

36.1 The use of strike-through in the solicitation documents, including all attachments, indicates that the provision is not applicable to the purchase.

37.0 SUSTAINABILITY

37.1 As stated in Sarasota County Code, Section 2-230, "The County is committed to the procurement of products and services that minimize negative environmental and social impacts and emphasize long-term values. Preference shall be given to products or services that have a lesser or reduced effect on human health and the environment when compared to other products and services that serve the same purpose." Sarasota County expects offerors to provide cost effective and functional methods to meet this objective in their work products. Offerors should optimize post-consumer recycled content and reduce packaging and waste in creating their offers.

38.0 TAXES

38.1 Sarasota County is exempt from Federal Excise and State Sales Taxes (Department of Revenue Certification No. 85-8012515235C-5).

39.0 TECHNOLOGY

39.1 Computer systems and databases used for providing the documents necessary to any Agreement shall be compatible with existing County systems. The County operates on a Cisco/Nortel hybrid optical network behind a CheckPoint firewall. County PCs run Microsoft Windows XP and Windows-compatible software. The County's wireless network is Cisco-based.

39.2 The County records all land related changes and/or activities in its corporate ESRI ArcGIS 9.x based Geographic Information System (GIS). Therefore, all GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of a project will be provided to the County as a project deliverable for inclusion into the County's GIS, at no additional cost. GIS data files submitted in support of a project must adhere to Sarasota County GIS Standards, and CAD drawings submitted must

ATTACHMENT "B"

GENERAL TERMS AND CONDITIONS OF SOLICITATIONS AND PURCHASE ORDERS

adhere to Sarasota County CAD Standards. Both standards are available via the County website (www.scgov.net).

40.0 TIME EXTENSION

40.1 The County may extend a Term Contract up to ninety (90) days beyond the expiration date of the existing contract. The price in effect on the last day of the contract shall remain in effect for the contract extension period. Additional extensions shall be subject to agreement of both parties.

41.0 TRAVEL EXPENSE

41.1 Any travel expenses of an offeror which are approved for reimbursement by the County shall be subject to the limitations set forth in Section 112.061, Florida Statutes.

ATTACHMENT "C" - INSURANCE REQUIREMENTS

This document contains all of Sarasota County's standard insurance requirements. Those requirements which are not applicable to this purchase or solicitation have been struck through.

A. INSURANCE

Before performing any contract work, Contractor shall procure and maintain, during the life of the contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the County and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than "A- Excellent: FSC VII." No changes are to be made to these specifications without prior written specific approval by County Risk Management.

1. WORKERS' COMPENSATION:

Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this contract, as required by the laws of the state where the contractor is domiciled. Florida Contractors must provide evidence of Workers' Compensation insurance which meets the requirements of Florida Statutes, Chapter 440, **AND** Employer's Liability with limits of not less than \$100,000 per employee per accident, \$500,000 disease aggregate, and \$100,000 per employee per disease. If applicable, coverage for the Jones Act and Longshore Harbor Workers Exposures must also be included. ****NOTE**** Contractors who are exempt from Florida's Workers' Compensation law must provide proof of such exemption issued by the Florida Department of Financial Services, Bureau of Workers' Compensation and qualify for the County waiver.

In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Workers' Compensation policy for all personnel on the worksite. All documentation must be provided to Sarasota County Risk Management, 1660 Ringling Blvd., 4th Floor, Sarasota, FL 34236.

2. COMMERCIAL GENERAL LIABILITY: Including but not limited to bodily injury, property damage, contractual, products and completed operations, watercraft, if under twenty-six (26) feet and Ocean Marine if over, and personal injury with limits of not less than INSERT FROM CLASSIFICATION MATRIX each occurrence, covering all work performed under this contract.

3. BUSINESS AUTOMOBILE LIABILITY: Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than INSERT FROM CLASSIFICATION MATRIX each accident covering all work performed under this contract.

Contractor further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If private passenger automobiles are used in the business, they must be commercially insured.

If the Contractor is shipping a product via common carrier, the contractor shall be responsible for any loss or damage sustained in delivery/transit.

4. UMBRELLA LIABILITY: With limits of not less than INSERT FROM CLASSIFICATION MATRIX each occurrence covering all work performed under this contract.

ATTACHMENT "C" - INSURANCE REQUIREMENTS

5. **HAZARDOUS MATERIALS INSURANCE:** For the purpose of this section, the term "hazardous materials" includes all materials and substances that are now designated or defined as hazardous by Florida or Federal law or by the rules or regulations of Florida or any Federal Agency. If work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However, if hazardous materials are identified while carrying out this contract, no further work is to be performed in the area of the hazardous material until County Risk Management has been consulted as to the potential need to procure and maintain any or all of the following coverage through an addendum to the contract:
- a. **CONTRACTORS POLLUTION LIABILITY** – For sudden and gradual occurrences and in an amount no less than \$1,000,000 per claim and \$1,000,000 in the aggregate arising out of work performed under this contract, including but not limited to, all hazardous materials identified under the contract.
 - b. **ASBESTOS LIABILITY** – For sudden and gradual occurrences and in an amount no less than \$1,000,000 per claim and \$1,000,000 in the aggregate arising out of work performed under this contract.
 - c. **DISPOSAL** – When applicable, the Contractor shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance, covering liability for sudden and accidental occurrences in an amount not less than \$3,000,000 per claim and \$3,000,000 in the aggregate and shall include liability for non-sudden occurrences in an amount not less than \$6,000,000 per claim and \$6,000,000 in the aggregate.
 - d. **HAZARDOUS WASTE TRANSPORTATION** – When applicable, the Contractor shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability insurance with Endorsement MCS90 for liability arising out of the transportation of hazardous materials with an amount not less than \$1,000,000 annual aggregate and provide a valid EPA identification number.

***** **Note: CERTIFICATES OF INSURANCE shall clearly state the hazardous material exposure work being performed under the contract.*******

6. **BUILDERS' RISK – PROPERTY COVERAGE:** When applicable (none required on projects below \$25,000), a special form coverage shall include, but not be limited to:
- a. Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project
 - b. Theft coverage
 - c. Waiver of Occupancy Clause endorsement, which will enable the County to occupy the facility under construction/renovation during such activity
 - d. Limits of insurance to equal 100% of the insurable completed contract amount of such addition(s), building(s) or structure(s), on an agreed amount/replacement cost basis, and
 - e. Maximum deductible clause of \$10,000 each claim
7. **INSTALLATION COVERAGE - BUILDERS' RISK:** For installation, Contractor must provide Builders' Risk installation coverage to include coverage for materials stored at

ATTACHMENT "C" - INSURANCE REQUIREMENTS

the project site, property while in transit, and property stored at a temporary location for the amount of materials involved in this contract.

8. **PROFESSIONAL LIABILITY:** With limits of not less than INSERT FROM CLASSIFICATION MATRIX for professional services rendered in accordance with this contract. The Consultant shall maintain such insurance for at least two (2) years from the termination of this contract and during this two (2) year period the Consultant shall use his best efforts to ensure that there is no change of the retroactive date on this insurance coverage. If there is a change that reduces or restricts the coverage carried during the contract, the Consultant shall notify County Risk Management within thirty (30) days of the change.
9. **LIQUOR LIABILITY:** With limits of not less than \$1,000,000 per occurrence, when applicable. This coverage shall be required if, at any time, the sale or distribution of alcoholic beverages of any kind is inherent or implied within the provisions of the contract.
10. **GARAGE LIABILITY:** With limits equal to the full value of the lot or garage. Legal liability form will be acceptable. This coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provisions of the contract.

B. POLICY FORM

1. Unless specific approval is given, all policies required by this contract with the exception of Professional Liability and Workers' Compensation are to be written on an occurrence basis. Commercial General Liability policies shall name Sarasota County Government as additional insured as their interest may appear under this contract.
2. Insurance requirements itemized in this contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
3. Each insurance policy required by this contract shall:
 - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability
 - b. Not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to County Risk Management.
4. The County shall retain the right to review, at any time, coverage, form, and amount of insurance.
5. The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this contract.
6. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.
7. Claims Made Policies will be accepted for Professional Liability, Workers' Compensation and Hazardous Materials, and such other risks as are authorized by County Risk Management. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the Contractor agrees

ATTACHMENT "C" - INSURANCE REQUIREMENTS

to purchase the extended reporting period on cancellation or termination unless a new policy is effected with a retroactive date, including at least the last policy year.

8. Certificates of Insurance evidencing Claims Made or Occurrence Form Coverage and conditions to this Contract are to be furnished to Sarasota County Risk Management (1660 Ringling Boulevard, 4th Floor, Sarasota, FL 34236) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract, when applicable. All insurance certificates shall be received by County Risk Management before the Contractor will be allowed to commence or continue work.
9. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Contract, shall be provided to the Contractor's/sub-Contractor's/Consultant's insurance company and County Risk Management as soon as practicable after notice to the insured.
10. The Certificate of Insurance must include the following:
 - a. In the "Description of Operations/Special Provisions" section:
 - Sarasota County Government is named as an additional insured, as their interests may appear on Commercial General Liability.
 - Note: ACORD 2009 edition can use "X" for General Liability Additional Insured inclusion.
 - b. In the "Certificate Holder" section:

Sarasota County Government

Attn: Risk Management
1660 Ringling Blvd., 4th floor
Sarasota, FL 34236

**RFP-INFO FORM
PROPOSER INFORMATION FORM AND PROPOSED SUBCONTRACTOR USAGE STATEMENT**

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SECTION I: twhth{9w INFORMATION						
LEGAL NAME OF COMPANY					YEARS IN BUSINESS	
CONTACT (NAME/TITLE)			EMAIL		PHONE	
SECTION II: LOCATION OF twhth{9w" HEADQUARTERS						
ADDRESS	CITY	STATE	ZIP	YEARS @ LOCATION	SQ. FT.	
SECTION III: LOCATION OF OFFICE TO PERFORM WORK						
ADDRESS	CITY	COUNTY	STATE	ZIP	YEARS @ LOCATION	SQ. FT.
IF AT ABOVE LOCATION FOR LESS THAN 3 YEARS, PROVIDE INFORMATION REGARDING PREVIOUS BUSINESS LOCATION						
PREVIOUS ADDRESS	CITY	COUNTY	STATE	ZIP	YEARS @ LOCATION	SQ. FT.

If applying for local business preference, proposer must register in eProcure and submit a Local Preference Affidavit in eProcure prior to the solicitation due date and time.

**RFP-INFO FORM
PROPOSER INFORMATION FORM AND PROPOSED SUBCONTRACTOR USAGE STATEMENT**

By submitting a response, I acknowledge receipt of any and all issued addenda, and agree to the provisions of each.

I, _____ (print name),
the _____ (title)
of _____ (company name)

swear or affirm that all information on this affidavit and submitted with this RFP is true, and that I am authorized to complete this affidavit on behalf of the company.

Signature

Date

NOTARY

The foregoing affidavit was subscribed and sworn to before me on this _____ day of _____, 20____.

SEAL

Notary Public: _____

Commission Expires: _____

RFP-QUAL FORM

RFP NUMBER:

PROVIDE A MAXIMUM OF 5 PROJECTS COMPLETED DURING THE PAST 5 YEARS THAT DEMONSTRATE EXPERIENCE SIMILAR TO THAT IDENTIFIED IN THE SCOPE OF SERVICES FOR THIS RFP. SUBMIT A SEPARATE FORM FOR EACH PROJECT.

ONLY PROJECTS SUBMITTED ON THIS FORM WILL BE CONSIDERED TOWARD SATISFACTION OF THE QUALIFICATIONS IDENTIFIED IN THE RFP.

NAME OF FIRM COMPLETING PROJECT			PROJECT MANAGER/LEAD (FROM PROPOSING FIRM)		
PROJECT NAME AND ENTITY			CONTACT NAME AND TITLE		
PROJECT REFERENCE PHONE #			PROJECT REFERENCE EMAIL		
PROJECT START DATE	PROJECT COMPLETION DATE (SCHEDULED)	PROJECT COMPLETION DATE (ACTUAL)	TOTAL BUDGETED PROJECT COST	TOTAL ACTUAL PROJECT COST (IF COMPLETE)	PROPOSER'S FEE FOR PROJECT
PERSONNEL ASSIGNED: Please list all team members who were or are assigned to this project, and indicate their role in the project.					
NAME	TITLE	ROLE IN PROJECT			

RFP-QUAL FORM

SCOPE OF PROJECT: Please provide detailed information regarding your firm's role in the project and the role of key staff members who will be identified in your proposal. Explain any discrepancy between budgeted and actual project cost, and scheduled and actual completion dates.
RESPONSE LIMITED TO 5000 CHARACTERS

**ATTACHMENT “D”
PRICE PROPOSAL FORM AND POINTS
ALLOCATION GUIDELINES**

Instructions to Proposers:

- **This form is required to be completed and submitted with your proposal.** Failure to include this form with your proposal will result in a total award of zero (0) points in the Compensation category of the RFP, regardless of any supplementary or clarifying information provided.
- Only one Price Proposal may be submitted with each proposal.
- Only the Price Proposal submitted below shall be used in calculating the points to be awarded for Compensation.
- The Price Proposal shall represent the Proposer’s best estimate of costs as described below, excluding optional goods or services, and shall be regarded as the maximum possible price and a starting point for post-award negotiations with the selected Proposer.
- The score for Compensation shall be calculated on the basis of the Price Proposal indicated by the Proposer.
 - The Proposer with the lowest Price Proposal will be awarded the maximum number of points.
 - All other proposals will be scored according to the following Formula:

(Lowest Price Proposal / Proposer’s Price Proposal) x Total Available Points = Score

Example (for clarification purposes only): If the lowest submitted Price Proposal is \$10,000, that proposer will receive the full number of points. Another proposer submitting a Price Proposal of \$12,500 will receive points calculated as follows:

*First calculation: \$10,000 / \$12,500 = .8 Second Calculation: .8 x 40 = 32
32 points would be awarded in this example.*

Price Proposal

Description	Unit of Measure	Unit Cost	X	Qty	=	Total Extended Cost
Annual Equipment Lease per machine	Year	\$	x	10	=	\$
Monthly maintenance fee, to include coin collection fees for 10 machines. (offset by funds collected each month)	Month	\$	x	12	=	\$
Total cost (sum of both line item totals)						\$

(Price Proposal shall include all overhead, travel expenses, labor, materials, equipment, technology, taxes, markup and any other related goods or services anticipated to be necessary for the performance of the services described in the RFP)

ATTACHMENT "D"
PRICE PROPOSAL FORM AND POINTS
ALLOCATION GUIDELINES

Printed Name of Authorized Representative
of Proposer

Signature

Date

Firm Name

Guidelines for Allocation of Points:

COMPENSATION - 5

Compensation Points shall be allocated and awarded in accordance with the Instructions to Proposers and Formula included in the Price Proposal Form.
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