

**REQUEST FOR PROPOSALS**  
**FOR**  
**SUMTER COUNTY**  
**DIVISION 17 SECURITY VESTIBULE RE-BID**

BID  
FORM  
POSTED TO  
ONLINE

**RFP # 154-0-2010/AT**



Ask Army is  
Sum can see who  
is building so far  
Addendum needed  
from Sec.  
Print  
Hedw  
mety from year  
??

Board of Sumter County Commissioners  
Budget & Purchasing Department  
Amanda Taylor, Budget & Purchasing Coordinator  
910 N. Main Street  
Bushnell, Florida 33513

Phone (352) 569-6067 Fax (352) 793-0207  
Date of Issue: March 26, 2010  
Due Date / Time: **April 27, 2010 @ 10:00am**

Is this part  
for the vestibule  
Just the part of  
the specs / etc  
we send on  
the then?

## CALENDAR OF EVENTS / RFP TIMELINE

Listed below are the important dates and times by which the actions noted must be completed. All dates are subject to change by the Sumter County. If Sumter County finds it necessary to change any of these dates or times prior to the proposal due date, the change will be accomplished by addendum.

<u>ACTION</u>	<u>COMPLETION DATE</u>
<b>Issue RFP</b>	March 26, 2010
<b>Pre-Proposal Conference</b>	n/a
<b>Last Day for Questions</b>	April 9, 2010 @ 5:00 pm April 27, 2010 @ 10:00am will open @ 10:05am in Room 142
<b>Proposals Due</b>	April 27 – 29, 2010
<b>Initial Proposal Review</b>	n/a
<b>Vendor Presentations</b>	n/a
<b>Site Visits</b>	April 30, 2010 @ 10:00am in Room 142
<b>Selection Committee Meeting</b>	May 11, 2010
<b>Sumter County BOCC Approval</b>	n/a
<b>Contract Negotiation</b>	n/a

**TABLE OF CONTENTS**

**PART 1.....4**  
 INTENT AND GENERAL INFORMATION.....4  
 REQUEST FOR PROPOSALS.....4  
 PRE-PROPOSAL CONFERENCE.....4  
 OPEN RECORDS.....4  
 VENDOR RESPONSIBILITY.....5  
 INSURANCE REQUIRED.....5  
 PROPOSAL DOCUMENTS REQUIRED.....9  
 EXAMINATION OF PROPOSAL DOCUMENTS.....10  
 INTERPRETATIONS, CLARIFICATIONS AND ADDENDA.....10  
 INSPECTION OF THE SITE.....11  
 SUBSTITUTIONS FOR MATERIALS AND EQUIPMENT.....11  
 GOVERNING LAWS AND REGULATIONS.....11  
 PREPARATION OF PROPOSALS.....11  
 PROVIDING PERFORMANCE BOND.....12  
 FISCAL YEAR FUNDING APPROPRIATION.....12  
 TAX EXEMPT STATUS.....12  
 PROTECTION OF RESIDENT WORKERS.....13  
 SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS.....13  
 RIGHT TO AUDIT RECORDS.....13  
 ADDITIONAL SERVICES/PURCHASED BY OTHER PUBLIC AGENCIES.....13  
 SUPPLEMENTAL TERMS AND CONDITIONS.....13

**PART 2.....15**  
 EVALUATION AND AWARD.....15  
 PROPOSAL EVALUATION.....15  
 PROPOSAL AWARD.....15

**PART 3.....16**  
 PROPOSAL SUBMITTAL.....16  
 PAGE SPECIFICATIONS.....16

**PART 4.....17**  
 PROPOSAL DOCUMENTS.....17  
 PROPOSAL COVER PAGE.....17  
 PROPOSERS CERTIFICATION.....18  
 STATEMENT OF TERMS AND CONDITIONS.....19  
 STATEMENT OF CONTRACTOR'S EXPERIENCE AND PERSONNEL.....20  
 DRUG FREE WORKPLACE CERTIFICATE.....23  
 DISCLOSURE OF SUBCONTRACTORS, SUBCONSULTANTS AND SUPPLIES...24  
 STATEMENT OF "NO PROPOSAL".....26

**PART 5.....27**  
 SCOPE OF SERVICES.....27

**PART 6.....28**  
 EXHIBIT A1 DRAWING AND SPECIFICATIONS.....28  
 EXHIBIT A PROPOSAL FORM.....31  
 EXHIBIT B FORM 311.....32

## PART 1 INTENT AND GENERAL INFORMATION

### REQUEST FOR PROPOSALS

Sealed proposals will be received by the Sumter County Board of County Commissioners (BOCC) located at 910 North Main Street, Suite 201, Bushnell, Florida 33513, **no later than April 27, 2010 @ 10:00am**. Proposers shall take careful notice of the following conditions of this Request for Proposal:

- Submissions by FAX or other electronic media will not be accepted under any circumstances. Late submissions will not be accepted under any circumstances.
- Submitters may withdraw and/or replace proposals at any time until the deadline for submission of proposals.
- All questions received by 5:00pm, April 9, 2010, will be considered. Questions will not be answered over the phone. Questions regarding the RFP process must be in writing and faxed to (352) 793-0207, attention: Mrs. Amanda Taylor or emailed to [Amanda.taylor@sumtercountyfl.gov](mailto:Amanda.taylor@sumtercountyfl.gov). All Requests for Information (RFI's) regarding the construction plans or specifications must be faxed to Sumter County, Attention Mrs. Amanda Taylor, 352-793-0207.
- Any bidder affected adversely by an intended decision with respect to the award of any bid, shall file with the Budget and Purchasing Department for Sumter County, a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturdays, Sundays, and legal holidays), after the posting of the bid tabulation. Bid protest procedures may be obtained in the Budget & Purchasing Office, 910 NORTH MAIN STREET, SUITE #220 BUSHNELL, FLORIDA 33513 from 8:00 A.M. to 5:00 P.M.

### PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will not be scheduled for this project. Construction documents will be available for purchase at NGI – Ocala, 304A SW Broadway Street, Ocala, FL 34471, Phone (352) 622-5039, Email contact – [Ocala@ngiusa.com](mailto:Ocala@ngiusa.com) Fax Contact (352) 622-5066. All requests for documents must be made by email or fax and must provide appropriate payment information by credit card or current NGI account. Only full sets of documents will be sold, no partial sets will be sold. Plans will also be available on [www.demandstar.com](http://www.demandstar.com) along with the bid package.

**IT IS THE SOLE RESPONSIBILITY OF EACH CONTRACTOR TO MONITOR DEMANDSTAR.COM FOR ANY AND ALL BID DOCUMENTS, INCLUDING ADDENDUMS**

### OPEN RECORDS

The Sumter County BOCC is governed by Florida's public record laws, Chapter 119 of the Florida Statutes. All bids, RFP's, quotes and all solicitation documentation are open for public inspection ten (10) days after the solicitation opening or when Sumter County BOCC provides notice of a decision or intended decision, whichever is earlier. Certain proprietary and financial information from vendors may be excluded from release under very strict circumstances. This includes proprietary information or intellectual property as defined in F.S. 119.071 (1) (f).

**VENDOR RESPONSIBILITY**

Submitters are fully and completely responsible for the labeling, identification and delivery of their proposals. Sumter County BOCC will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the U. S. Postal Service.

- Submissions shipped by express delivery, or in overnight or courier envelopes, boxes, or packages must be prominently marked on the outside of such envelopes, boxes or packages with the sealed proposal identification.
- Any envelopes, boxes, or packages which are not properly labeled, identified, and prominently marked with the sealed proposal identification, may be inadvertently opened upon receipt, thereby invalidating such proposals and excluded from the official proposal opening process.
- Invitation by Sumter County BOCC to vendors is based on the recipient's specific request and application to Demandstar.com, or as the result of response by the public to the legal advertisements required by the State.
- Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind. No proposer will be reimbursed for any cost incurred as a result of preparing or submitting their proposal. Additionally, no travel expenses incurred as a result in participating in the proposal process will be reimbursed.
- 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- Proposals that are incomplete, unbalanced, conditional, obscure, or which contain additions not called for, alterations, or irregularities of any kind, or which do not comply with these documents may be rejected at the option of the Sumter County BOCC.

**INSURANCE REQUIRED**

The Contractor shall maintain, on a primary basis and at its sole expense, at all times during the life of this contract, or the performance of work hereunder, the following insurance coverages, limits, and endorsements described herein. The requirements contained herein, as well as the County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this contract.

**Financial Rating of Insurance Companies** All insurance companies must have financial rating of **A-** or higher by A.M. Best.

**Commercial General Liability** The Contractor shall maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence and **\$2,000,000** Annual Aggregate.



The coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Cross Liability. The self-insured retention or deductible shall not exceed \$25,000.

**Business Automobile Liability** The Contractor shall maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event the Contractor does not own automobiles, the Contractor shall 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.

**Worker's Compensation Insurance & Employers Liability** The Contractor shall maintain its own Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. **(NOTE: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement).**

**Umbrella or Excess Liability (needed for large contracts as determined by Risk Management)** The Contractor shall maintain either a Commercial Umbrella or Excess Liability at a limit of liability not less than **\$2,000,000** Each Occurrence and **\$2,000,000** Aggregate. The Contractor shall endorse the County as an "Additional Insured" on the Umbrella or Excess Liability, unless the Commercial Umbrella/Excess Liability provides coverage on a pure "True Follow-Form" basis, or the County is automatically defined as an Additional Protected Person. Any self-insured retention or deductible shall not exceed \$25,000.

**Additional Insured** The Contractor shall endorse the County as an Additional Insured on the Commercial General Liability with a CG 2010 Additional Insured – Owners, Lessees, or Contractors, or CG2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or broader Additional Insured coverage.

In addition, the Contractor shall endorse the County as an Additional Insured under the Contractor's Commercial Umbrella/Excess Liability as required herein.

The name of the organization endorsed as Additional Insured for all endorsements shall read "Sumter County Board of County Commissioners."

**Indemnification** The Contractor shall indemnify, defend and hold harmless the County, its offices, agents and employees from and against any and all claims, losses or liability, or any portion thereof, including attorney's fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to contractor's own employees or damage to property occasioned by a negligent act, omission or failure of the Contractor.

**Builder's Risk (when applicable)** The Contractor, prior to notice to proceed or commencement of work, whichever occurs first, shall maintain Builder's Risk insurance providing coverage to protect the interests of the County, Contractor, subcontractors, including property acquired under a sales tax incentive program, property in transit, and property on or off-premises, which shall become part of the building or project. Coverage shall be written on an All-Risk, Replacement Cost, and Completed Value Form basis in an amount at least equal to 100% of the projected completed value of the Project as well as subsequent modifications of that sum. Any flat deductible(s) shall not exceed \$25,000, any wind percentage deductible

(when applicable) shall not exceed ten-percent (10%); and any flood sub limit shall not be less than 25% of the projected completed value of the project. The Contractor shall endorse the policy with a manuscript endorsement eliminating the automatic termination of coverage in the event the building is occupied in whole or in part, or put to its intended use, or partially accepted by the County. The manuscript endorsement shall amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, the County's interest in the building ceases, or the building is accepted or insured by the County.

The Contractor shall endorse the County as Additional Insured, or Loss Payee, on the Builder's Risk.

**Deductibles, Coinsurance Penalties, & Self-Insured Retention** The Contractor shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible amounts that exceed the amounts stated herein that are acceptable to the County, the Contractor shall, when requested by the County, maintain a Commercial Surety Bond in an amount equal to said deductible amount.

**Waiver of Subrogation** The Contractor shall provide a Waiver of Subrogation in favor of the County, Contractor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this Contract. When required by the insurer, or should a policy condition not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should the Contractor enter into such an agreement on a pre-loss basis.

**Right to Revise or Reject** The County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due to its poor financial condition or failure to operate legally. In such events, the County shall provide the Contractor written notice of such revision or rejections.

**No Representation of Coverage Adequacy** The coverages, limits or endorsements required herein protect the primary interests of the County, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the Project or otherwise.

**Certificate(s) of Insurance** The Contractor shall provide the County with Certificate(s) of Insurance clearly evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each Certificate of Insurance. In the event the County is notified that a required insurance coverage will cancel or expire during the period of this Contract, the Contractor agrees to furnish the County prior to the expiration of such insurance, a new Certificate of Insurance evidencing replacement coverage. When notified by the County, the Contractor agrees not to continue work pursuant to this Contract,

unless all required insurance remains in effect.

The County shall have the right, but not the obligation, of prohibiting the Contractor from entering the Project site until a new Certificate of Insurance is provided to the County evidencing the replacement coverage. The Contractor agrees the County reserves the right to withhold payment to the Contractor until evidence of reinstated or replacement coverage is provided to the County. If the Contractor fails to maintain the insurance as set forth herein, the Contractor agrees the County shall have the right, but not the obligation, to purchase replacement insurance, which the Contractor agrees to reimburse any premiums or expenses incurred by the County.

The Contractor agrees the Certificate(s) of Insurance shall:

1. Clearly indicate the County has been endorsed on the Commercial General Liability with a CG 2010 Additional Insured – Owners, Lessees, or Contractors, or CG 2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or greater Additional Insured coverage.
2. Clearly indicate the County is endorsed as an Additional Insured, or Loss Payee, on the Builder's Risk, and when applicable, Additional Insured on the Commercial Umbrella/Excess Liability as required herein.
3. Clearly identify each policy's limits, flat & percentage deductibles, sub limits, or self-insured retentions, which exceed the amounts or percentages set forth herein.
4. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
5. Forward original to and clearly indicate Certificate Holder and Additional Insured as follows:

Sumter County Board of County Commissioners  
 Risk Management Department  
 Attn: Lita Hart  
 910 N. Main St. Suite 217  
 Bushnell, FL 33513

#### Contractor Insurance Requirements Summary

Financial Rating of Insurance Companies All insurance companies must have financial rating of A- or higher by A.M. Best.

General Liability

\$1,000,000 per occurrence/\$2,000,000 Aggregate

Business Auto Liability

\$1,000,000 per occurrence

Workers' Compensation

According to Florida Statutes Chapter 440

Umbrella or Excess Liability

Needed for certain large contracts as determined by Risk Management  
 \$2,000,000 per occurrence/\$2,000,000 Aggregate.



**Builders Risk**

Needed for construction projects as determined by Risk Management

**Waiver of Subrogation**

The Contractor shall provide the County with a waiver of subrogation for each required policy.

**Additional Insured Endorsement**

The Contractor shall name the Sumter County Board of County Commissioners as additional insured on the general liability policy.

**Certificate of Insurance**

Contractor shall provide the County with a Certificate of Insurance at the beginning of the contract period. The County should be notified by the insurer within 30 days of cancellation of any required insurance. Certificate of Insurance should be delivered to the following address:

Sumter County Board of County Commissioners  
Risk Management Department  
Attn: Lita Hart  
910 N. Main St., Suite 217  
Bushnell, FL 33513

For specific details on the information listed above, please see the Standard Insurance Requirements document or contact Risk Management at 352-793-0205.

**PROPOSAL DOCUMENTS REQUIRED**

The following documents and forms in the following arrangement must accompany each proposal or alternate proposal submitted:

- Proposal Cover Page. This is to be used as the first page of the RFP. This form must be fully completed and signed by an authorized officer of the vendor.
- Proposal Form. Form located in Document as Exhibit "A".
- Form 311 located in Document as Exhibit "B".
- A separate sheet or sheets, clearly identified and numbered, of Exceptions or Deviations from the minimum specifications, must be attached to the Proposal Form (if applicable).
- Proposer Certification / Addenda Acknowledgement Form.
- General Terms and Conditions statement must be signed and returned with the proposal form.
- Disclosure of Subcontractors, Subconsultants and Suppliers
- A sworn, notarized Statement of Contractor's Experience and Personnel.
- A sworn, notarized Drug Free Work Place Certificate must accompany each proposal or alternate proposal.

- A Certificate of Insurability, acceptable to the County, shall accompany each proposal or alternate proposal, in the amounts as prescribed by State and Sumter County BOCC
  - Liability Insurance: The submitter shall purchase and maintain such insurance as will protect him/her from claims which may arise out of or result from the vendor's operations under the terms and conditions of the Proposal. Liability insurance shall be obtained at the vendor's expense and in his/her name as the insured, which Certificate shall show Sumter County Board of County Commissioners as additional name insured. Liability insurance shall be provided on a form approved by Sumter County Board of County Commissioners and shall include endorsements for contractual liability and such other endorsements appropriate for the work required by this Proposal as may be required by the Sumter County BOCC. The limit of liability for this coverage shall not be less than \$1,000,000 single event limit.
  - Automobile Liability Insurance covering all automobiles and trucks the vendor may use in connection with this Proposal. The limit of liability for this coverage shall not be less than \$500,000 CSL per occurrence for bodily injury and property damage. This is to include owned, hired, and non-owned vehicles.
  - Workers' Compensation Insurance, as required by the State of Florida.

All insurance policies shall be written on companies authorized to do business in the State of Florida and satisfactory to the Sumter County BOCC. Prior to commencing services pursuant to the award of this proposal, the Contractor shall furnish to the Sumter County BOCC certificates of insurance showing the required coverage has been procured and paid for in advance. Within thirty (30) days prior to expiration, the Contractor shall provide the Sumter County BOCC with proof that required coverage has been extended.

#### **EXAMINATION OF PROPOSAL DOCUMENTS**

- Each vendor shall carefully examine the Drawings and/or Specifications and other applicable documents, and inform himself/herself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him/her of the obligations and responsibilities assumed under the Contract.
- Should a vendor find discrepancies or ambiguities in, or omissions from the Drawings and/or Specifications, or should he/she be in doubt as to their meaning, he/she shall at once notify Sumter County BOCC in writing.

#### **INTERPRETATIONS, CLARIFICATIONS AND ADDENDA**

- No oral interpretations will be made to any vendor as to the meaning of the Proposal/Contract Documents. Any questions or request for interpretation received by Sumter County BOCC before 5:00 pm, April 9, 2010, will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and,

if issued, will be distributed at or after the Pre-Proposal Conference (if applicable), mailed or sent by available or electronic means to all attending prospective Submitters prior to the established proposal opening date. Each Vendor shall acknowledge receipt of such addenda in the space provided on the Proposal Form.

- In case any Vendor fails to acknowledge receipt of such addenda or addendum, his/her proposal will nevertheless be construed as though it had been received and acknowledged and the submission of his Proposal will constitute acknowledgment of the receipt of same. All addenda are a part of the Proposal Documents and each Vendor will be bound by such addenda, whether or not received by him/her. It is the responsibility of each Vendor to verify that he/she has received all addenda issued before Proposals are opened.
- In the case of unit price items, the quantities of work to be done and materials to be furnished under this Proposal/Contract are to be considered as approximate only and are to be used solely for the comparison of Proposals received. The Sumter County BOCC and/or CONSULTANTS do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Vendor plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other proposal documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices proposal.

#### **INSPECTION OF THE SITE**

The Contractor shall visit the site of the proposed work and fully examine the existing conditions and their relationship to the construction. The Contractor shall thoroughly examine and familiarize themselves with the drawings, and specifications related to field conditions, the difficulties, logistical restrictions required to meet the requirements of this RFP. Deficient understanding of the existing field conditions will in no way relieve the contractor from the contractual obligations of this RFP. Any damage to existing County assets as a result of the contractors' activities will be replaced at the sole expense of the Contractor.

#### **SUBSTITUTIONS FOR MATERIALS AND EQUIPMENT**

Request for substitutions will be considered upon written request during the RFP process but not later than April 9, 2010 at 5:00 p.m. the Contractor shall provide the following information model number, size or catalog number, only such specific items may be used in preparing the Proposal, for consideration of the Architect – Engineer and Sumter County. Substitutions not approved during the RFP phase will not be allowed in the construction phase.

#### **GOVERNING LAWS AND REGULATIONS**

The vendor is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

#### **PREPARATION OF PROPOSALS**

- Signature of the Vendor: The Vendor must sign the Proposal forms in the space provided for the signature. If the Vendor is an individual, the words "Doing Business As \_\_\_\_\_," must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words, "Member of the Firm" should be written beneath such signature. If the Vendor is a

corporation, the title of the officer signing the Proposal on behalf of the corporation must be stated and evidence of his authority to sign the Proposal must be submitted. The Vendor shall state in the Proposal Form the name and address of each person interested therein.

- **Basis for Proposal:** The price proposed for each item shall be on a lump sum or unit price basis according to the form of the Proposal. The proposal prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered.
- **Total Proposal Price/Total Contract Sum Proposal:** *The total price proposed for the work shall be the aggregate of the lump sum prices proposed and/or unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the Cost Quotation Form. In the event that there is a discrepancy on the Cost Quotation Form due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project Proposal amount.*

### **PROVIDING PAYMENT AND PERFORMANCE BOND**

In accordance with Florida Statute 255.05, the Sumter County Board of County Commissioners will require Payment and Performance Bond from the successful Proposer prior to commencing work in the amount of 100% of the total contract amount. The Payment and Performance Bond must be in the form of a Cashier's Check, Money Order, Certified Check, or Certified Bond from an established Bonding Agency licensed to do business in the State of Florida. "Performance Bond" means a bond of a Contractor/Vendor in which a surety guarantees to the Sumter County BOCC that the work/services will be performed in accordance with the Contract documents and may, at the discretion of the County, include a letter of credit issued by a financial institution. "Surety" means an organization which, for a consideration, promises in writing to make good the debt or default of another. The surety must hold a certificate of authority as an acceptable surety on federal bonds as published in the current Circular 570, U.S. Department of the Treasury, and the Federal Register effective July 1, annually, as amended. Any and all costs associated with obtaining a performance bond shall be born by the proposer.

### **FISCAL YEAR FUNDING APPROPRIATION**

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interests of the Sumter County BOCC, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the fiscal period at the time of the contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by the Sumter County BOCC of funds thereafter.

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not advertised in the price of the supplied or services delivered under the contract or otherwise recoverable.

### **TAX EXEMPT STATUS**

The Sumter County Board of County Commissioners is a governmental agency under Florida law and exempt from Florida sales tax. The tax exempt number will be provided upon request. This exemption does not apply to goods and services purchases separately by a Contractor in



connection with its contract obligations. The Contractor shall be responsible for paying any taxes, fees, or similar payments that are required to be paid in connection with the contract work.

### **PROTECTION OF RESIDENT WORKERS**

The Sumter County BOCC actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e. citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. The Contractor must be able to verify an employee's eligibility to work in the U.S. upon demand by the Sumter County BOCC throughout the duration of the contract.

### **SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS**

The Sumter County Board of County Commissioners is a unit of local government and as such reserves the right to reject any and/or all proposals, reserves the right to waive any informalities or irregularities in the proposal or examination process, reserves the right to select low proposal per item, and reserves the right to award proposals and/or contracts in the best interest of the Sumter County Board of County Commissioners. The award of the contract will be assigned to Greg Construction in the form of a change order to their contract. Greg Construction will then issue a subcontract agreement to the successful contractor, who by signing this agreement will comply with all Greg Construction contractual requirements including scheduling requirements.

### **RIGHT TO AUDIT RECORDS**

The Sumter County Board of County Commissioners shall be entitled to audit the books and records of the Contractor or any sub-contractor to the extent that such books and records relate to the performance of the Agreement or any sub-contract to the Agreement. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under the Agreement and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

### **ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES**

The Vendor by submitting a proposal/bid acknowledges that other public agencies may seek to "Piggy-Back" under the same terms and conditions during the effective period of any resulting contract services and/or purchases being offered in this proposal/bid for the same prices and/or terms being proposed. Vendor has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before a public agency is allowed to Piggy-Back any contract, the agency must first obtain the vendor's approval. Without the vendor's approval, the seeking agency cannot Piggy-Back.

### **SUPPLEMENTAL TERMS & CONDITIONS**

- 1) PROJECT SCHEDULE, MILESTONE DATE REQUIREMENTS AND ASSESSMENTS:**  
As a part of this bid package the general contractor shall submit a preliminary critical path schedule, with a projected start date and a projected completion date. Once the



contract has been approved by the Sumter County Board of County Commissioners, the contractor and County will agree to an actual notice to proceed date which will commence all permitting and construction activities. Should the general contractor fail to meet the milestone date of the schedule the County will impose a \$1,000.00 assessment per milestone date which is not obtained on a monthly basis. This action will automatically reduce the contract amount accordingly each month. If the contractor is able to meet the original completion date of the CPM schedule, the County will reimburse the contractor for maintaining the overall schedule, although if the contractor fails to meet the original completion date the County will retain all assessments. Sumter County BOCC will retain sole discretionary authority to consent to changes in the critical path schedule, once the county and contractor agree to the notice to proceed date.

## PART 2 EVALUATION AND AWARD

### PROPOSAL EVALUATION

This Request for Proposal includes following all the procedures in this document and sending the sealed proposal information to the Sumter County BOCC by the due date and time. Once proposals are received, the Selection Committee members will independently review each submittal and score each proposal based on the evaluation criteria. All proposals received in accordance with this Request for Proposals will be evaluated using the following criteria.

	Score	X	Weight	=	Rating
1. Contractor's Experience and Personnel / References	_____		.25		_____
2. Warranty /Guarantee	_____		.05		_____
3. Completeness of Proposal	_____		.15		_____
4. Product Data Submittals	_____		.15		_____
5. Price	_____		.40		_____

**SCORE:**

0 = Non-Responsive

1 = Poor

2 = Fair

3 = Average (Included only minimum of what was asked for on subject criteria)

4 = Good

5 = Excellent

Do not attempt to contact any Selection Committee Member, staff member or person other than Mrs. Amanda Taylor for questions relating to this project. Anyone attempting to contact Sumter County BOCC representatives may be disqualified. The Selection Committee Members shall be Lt. Mike Smith, with the Sumter County Sheriff's Office, Doug Conway, Construction Manager, Joe Rispoli, with Architecture Studio, Bob Kegan, Building Official, and Jeff Pfent with Greg Construction.

Recommendation of award will be sent to all submitting vendors. The award will be based on the proposal that is most advantageous to the Sumter County. All Selection Committee recommendations are subject to Board approval.

The Selection Committee will meet to evaluate proposals in Room 142 on April 30, 2010 at 10:00am at the Sumter County Government Office located at 910 North Main Street, Bushnell, Florida, 33513.

### PROPOSAL AWARD

Submitters and vendors registered through [www.demandstar.com](http://www.demandstar.com) will have access to award documents via the website. All others wishing to receive an official tabulation of the results of the opening of this Proposal are to submit a self-addressed, stamped business size (No. 10) envelope. Proposal results requested by telephone, fax or electronic media will not be accepted.

### PART 3 PROPOSAL SUBMITTAL

An original (1), five (5) copies, and one (1) electronic version (for a total of 7), of each proposal or alternate proposal shall be submitted in a sealed envelope, prominently marked on the outside with the words, "RFP # 154-0-2010/AT Division 17 for Security Vestibule Re-Bid" with the firm name and return address. Proposals submitted in express, overnight or courier envelopes, boxes or packages must be prominently marked on the outside with the words, "RFP # 154-0-2010/AT Division 17 Security Vestibule Re-Bid" and the contents sealed as required.

- Deadline for Submissions in response to this Request for Proposals: Proposals must be received no later than 10:00am, April 27, 2010. Proposals submitted by FAX or other electronic media will not be accepted under any circumstances. **Late proposals will not be accepted, and will be returned, unopened, to the proposer, at the proposer's expense.**
- Any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of any public building or public work, may not submit proposals on leases of real property to a public entity crime, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of ten thousand dollars, (\$10,000.00) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list, pursuant to paragraph 2a of Section 287.133, Florida Statutes.
- The Sumter County Board of County Commissioner as a unit of local government reserves the right to reject any and/or all proposals, reserves the right to waive any informalities or irregularities in the proposal or evaluation process, and reserves the right to award contract(s) in the best interest of the Sumter County BOCC.

#### PAGE SPECIFICATIONS

- Page Limit – None.
- Page Size – 8 ½ x 11; oversized or pullout pages must be folded to accommodate this size.
- Binding – Shall be neat, professional and appropriate for the document's thickness.
- Professional Cover Page – Not required but acceptable. If used, the cover page shall indicate the name and number of the solicitation. It shall NOT be used as a replacement for the Proposal Cover Page listed herein.
- Original Document – Shall have original signatures and be clearly noted ORIGINAL on the cover.

**PART 4  
PROPOSAL DOCUMENTS  
PROPOSAL COVER PAGE**

<b>Name of Firm, Entity or Organization:</b>
<b>Federal Employer Identification Number (FEIN):</b>
<b>State of Florida License Number (If Applicable):</b>
<b>Name of Contact Person:</b>
<b>Title:</b>
<b>E-Mail Address:</b>
<b>Mailing Address:</b>
<b>Street Address (if different):</b>
<b>City, State, Zip:</b>
<b>Telephone:</b> _____ <b>Fax:</b> _____
<b>Organizational Structure – Please Check One:</b>
Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other <input type="checkbox"/>
<b>If Corporation:</b>
<b>Date of Incorporation:</b> _____ <b>State of Incorporation:</b> _____
<b>States Registered in as Foreign Corporation:</b>
<b>Authorized Signature:</b>
<b>Print Name:</b> _____
<b>Signature:</b> _____
<b>Title:</b> _____
<b>Phone:</b> _____
<b><i>This document must be completed and returned with your Submittal.</i></b>

## PROPOSER'S CERTIFICATION

Submit To: Sumter County Board of County Commissioners  910 North Main Street Bushnell, Florida, 33513 Phone 352-793-0200 Fax 352-793.0207	SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS  REQUEST FOR PROPOSAL (RFP) CERTIFICATION  AND ADDENDA ACKNOWLEDGMENT			
<b>DUE DATE: April 27, 2010</b>	<b>DUE TIME: 10:00 AM</b>	<b>RFP # 154-0-2010/AT</b>		
<b>TITLE: Division 17 Security Vestibule Re-Bid</b>				
<b>VENDOR NAME:</b>	<b>PHONE NUMBER:</b>			
<b>VENDOR MAILING ADDRESS:</b>	<b>FAX NUMBER:</b>			
<b>CITY/STATE/ZIP:</b>	<b>E-MAIL ADDRESS:</b>			
<p>"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this RFP and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for assessment of liquidated damages claims. I further certify that the services will meet or exceed the RFP requirements. I, the undersigned, declare that I have carefully examined the RFP, specifications, terms and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this RFP with any other Offeror and have not colluded with any Offerors or parties to an RFP whatsoever for any fraudulent purpose."</p>				
_____	_____	_____	_____	_____
<p>"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an RFP for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the RFP, including but not limited to certification requirements. In conducting offers with an agency for Sumter County Board of County Commissioners (BOCC), respondent agrees that if this proposal is accepted, the respondent will convey, sell, assign, or transfer to the Sumter County BOCC all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the COUNTY. At the Sumter County BOCC discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent."</p>				
_____		_____	_____	
Authorized Agent Name, Title (Print)		Authorized Signature	Date	
<b><i>This form must be completed and returned with your Submittal</i></b>				



## STATEMENT OF TERMS AND CONDITIONS

**PUBLIC ENTITY CRIME:** 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 Proposal/Bid on a contract to provide any goods or services to a public entity, for the construction or repair of a public building or public work, may not submit Proposals/Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless Board of Sumter County Commissioners, and their elected officials, employees and volunteers from and against all claims, losses and expenses, including legal costs, arising out of or resulting from, the performance of this contract, provided that any such claims, damage, loss of expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the tenant.

**PROHIBITION OF LOBBYING:** During the black out period which is, the period between the time the submittals for Invitation to Bid or the Request for Proposal, or Qualifications, or information, as applicable, are received at Contracts / Purchasing and the time the Board awards the contract, no proposer, no lobbyist, principal, or other person may lobby, on behalf of a competing party in a particular procurement matter, any member of the Board, or any Board employee other than the Budget & Purchasing Manager. Violation of this provision may result in disqualification of violating party. All questions regarding this Request for Proposal (RFP) or Invitation to Bid (BID) must be submitted in writing to the Board's Budget & Purchasing Manager.

**ANTI TRUST LAWS:** By submission of a signed RFP or BID, the successful Vendor acknowledges compliance with all antitrust laws of the United States and the State of Florida, in order to protect the public from restraint of trade, which illegally increases prices.

**CONFLICT OF INTEREST:** The award of the contract hereunder is subject to the provisions of Chapter 112 of the Florida Statutes. Vendors shall disclose the name of any Officer, Director, Partner, Associate, or Agent who is also an Officer, Appointee, or Employee of any of the Boards at the time of the RFP or BID, or at the time of occurrence of the Conflict of Interest thereafter.

**INTERPRETATION, CLARIFICATIONS AND ADDENDA:** No oral interpretations will be made to any vendor as to the meaning of the RFP/BID Contract Documents. Any inquiry or request for interpretation received by the Budget & Purchasing Manager before the date listed herein will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Proposal/Pre-Bid Conference, mailed or sent by available or electronic means to all attending prospective Submitters prior to the established RFP/BID opening date. Each Vendor shall acknowledge receipt of such addenda in the space provided. In case any Proposer/Bidder fails to acknowledge receipt of such addenda or addendum, his offer will nevertheless be construed as though it had been received and acknowledged and the submission of his bid will constitute acknowledgment of the receipt of same. All addenda are a part of the RFP/BID FORMS and each Proposer/Bidder will be bound by such addenda, whether or not received by him. It is the responsibility of each proposer/bidder to verify that he has received all addenda issued before RFP's/BID's are opened. In the case of unit price items, the quantities of work to be done and materials to be furnished under this RFP/BID Contract are to be considered as approximate only and are to be used solely for the comparison of RFP's/BID's received. The Board and/or his CONSULTANT do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Vendor plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other Proposal/Bid Documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices bid.

**GOVERNING LAWS AND REGULATIONS:** The vendor is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

**PROPRIETARY/CONFIDENTIAL INFORMATION:** Vendors are hereby notified that all information submitted as part of, or in support of RFP's/BID's, will be available for public inspection ten days after opening of the RFP's/BID's or until a short list is recommended whichever comes first, in compliance with Chapter 119, and 287 of the Florida Statutes. Any person wishing to view the RFP's/BID's must make an appointment by calling the Budget & Purchasing Manager at (352) 793-0200. All RFP's/BID's submitted in response to this solicitation become the property of the Board. Unless information submitted is proprietary, copy written, trademarked, or patented, the Board reserves the right to utilize any or all information, ideas, conceptions, or portions of any RFP/BID, in its best interest.

**TAXES:** The Board of Sumter County Commissioners is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request.

**NON-COLLUSION DECLARATION:** By signing this RFP/BID, all Vendors shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, firm, or person to submit a collusive, conspire, connive or agree, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the work for which their RFP/BID has been submitted; or to refrain from Bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the RFP/BID or of any other Bidder, or to fix any overhead, profit, or cost elements of the RFP/BID price or the RFP/BID price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested in the proposed work.

**PROPOSER RESPONSIBILITY:** Invitation by the Boards to vendors is based on the recipient's specific request and application to DemandStar by Onvia at [www.DemandStar.com](http://www.DemandStar.com) [(800) 711-1712] or as the result of response by the public to the legal advertisements required by State law. Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind.

**OWNERSHIP OF SUBMITTALS:** All responses, inquiries or correspondence relating to or in reference to this RFP/BID, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the vendors will become the property of the Board. Reference to literature submitted with a previous RFP/BID will not relieve the Bidder from including any required documents with this RFP/BID.

**EXAMINATION OF BID DOCUMENTS:** Each Bidder shall carefully examine the RFP/BID Document to ensure all pages have been received, all drawings and/or Specifications and other applicable documents are included, and shall inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him of the obligations and responsibilities assumed under the Contract.

**VENDOR RESPONSIBILITY:** Vendors are fully and completely responsible for the labeling, identification and delivery of their submittals. The Budget & Purchasing Manager will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the US Postal Service.

**DRUG FREE WORKPLACE:** All Proposers/Bidders shall submit the enclosed, duly signed and notarized form entitled "Drug Free Workplace Certificate". The Drug Free Workplace Vendor shall have the burden of demonstrating that his program complies with Section 287.087 of the Florida Statutes, and any other applicable state law.

**BOARD OF SUMTER COUNTY COMMISSIONERS,** are political subdivisions of the State of Florida, and reserve the right to reject any and/or all submittals, reserve the right to waive any informalities or irregularities in the examination process, and reserve the right to award contracts and/or in the best interest of the Boards. Submittals not meeting stated minimum terms and qualifications may be rejected by the Boards as non-responsive. The Boards reserve the right to reject any or all submittals without cause. The Boards reserves the right to reject the submission of any Vendor in arrears or in default upon any debt or contract to the Boards, or who has failed to perform faithfully any previous contract with the Boards or with other governmental agencies.

**PUBLIC RECORDS LAW:** Correspondence, materials and documents received pursuant to this RFP/BID become public records subject to the provisions of Chapter 119, Florida Statutes.

**VERIFICATION OF TIME:** Nextel time is hereby established as the Official Time of the Boards.

**PREPARATION OF PROPOSALS/BIDS:**

**Signature of the Bidder:** The Bidder must sign the RFP/BID FORMS in the space provided for the signature. If the Proposer/Bidder is an individual, the words "doing business as \_\_\_\_\_" must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words, "Member of the Firm" should be written beneath such signature. If the Proposer/Bidder is a corporation, the title of the officer signing the RFP/BID on behalf of the corporation must be stated and evidence of his authority to sign the RFP/BID must be submitted. The Proposer/Bidder shall state in the RFP/BID FORMS the name and address of each person interested therein.

**Basis for Bidding:** The price proposed for each item shall be on a lump sum or unit price basis according to specifications on the RFP/BID FORM. The proposed prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered, unless otherwise provided herein. **Total Proposed Price/Total Contract Sum Proposed:** If applicable, the total price bid for the work shall be the aggregate of the lump sum prices proposed and/or unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the RFP/BID FORM. In the event that there is a discrepancy on the RFP/BID FORM due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount.

**TABULATION:** Those wishing to receive an official tabulation of the results of the opening of this RFP/BID are to submit a self-addressed, stamped business size (No. 10) envelope, prominently marked on the front lower left side, with the RFP identification. Tabulation requested by telephone, fax or electronic media will not be accepted.

**OBLIGATION OF WINNING BIDDER:** The contents of the RFP/BID of the successful proposer/bidder will become contractual obligations if acquisition action ensues. Failure of the successful Proposer/Bidder to accept these obligations in a contract may result in cancellation of the award and such vendor may be removed from future participation.

**AWARD OF BID:** It is the Boards' intent to select a vendor within sixty (60) calendar days of the deadline for receipt of Proposals/Bids. However, Proposals/Bids must be firm and valid for award for at least ninety (90) calendar days after the deadline for receipt of the RFP/BID.

**ADDITIONAL REQUIREMENTS:** The firms shall furnish such additional information as the Boards may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The Boards reserve the right to make investigations of the qualifications of the firm as it deems appropriate.

**PREPARATION COSTS:** The Boards shall not be obligated or be liable for any costs incurred by Proposers/Bidders prior to issuance of a contract. All costs to prepare and submit a response to this RFP/BID shall be borne by the Proposer/Bidder.

**TIMELINESS:** All work will commence upon authorization from the Boards' representative (Budget & Purchasing Manager). All work will proceed in a timely manner without delays. The Contractor shall commence the work UPON RECEIPT OF NOTICE TO PROCEED and/or ORDER PLACED (PURCHASE ORDER PRESENTED), and shall deliver in accordance to the terms and conditions outlined and agreed upon herein.

**DELIVERY:** All prices shall be FOB Destination, Sumter County, Florida. Inside delivery unless otherwise specified.

**ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES ("PIGGY-BACK"):**

The Vendor by submitting a Bid acknowledges that other Public Agencies may seek to "Piggy-Back" under the same terms and conditions, during the effective period of any resulting contract – services and/or purchases being offered in this Bid, for the same prices and/or terms proposed. Vendor has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before a Public Agency is allowed to Piggy-Back any contract, the Agency must first obtain the vendor's approval – without the vendor's approval, the seeking Agency cannot Piggy-Back.

**PLANS, FORMS & SPECIFICATIONS:** Bid Packages are available from the Budget & Purchasing Manager. These packages are available for pickup or by mail. If requested to mail, the Proposer/Bidder must supply a courier account number (UPS, FedEx, etc). Proposers/Bidders are required to use the official RFP/BID FORMS, and all attachments itemized herein, are to be submitted as a single document. Any variation from the minimum specifications must be clearly stated on the RFP/BID FORM and/or Exceptions/Deviations Sheet(s). Only one set of plans, forms, and specifications will be furnished each company or corporation interested in submitting a proposal/bid. RFP/BID FORM documents for this project are free of charge and are available on-line and are downloadable (vendor must pay any DemandStar fees or any shipping).

**MANUFACTURER'S NAME AND APPROVED EQUIVALENTS:** Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The Proposer/Bidder may offer any brand for which he is an authorized representative, which meets or exceeds the RFP/BID specification for any item(s). If RFP's/BID's are based on equivalent products, indicate on the RFP/BID FORM the manufacturer's product name and literature, and/or complete specifications. Reference to literature submitted with a previous RFP/BID will not satisfy this provision. The Proposer/Bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. RFP's/BID's which do not comply with these requirements are subject to rejection. RFP's/BID's lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the RFP/BID FORM. The Budget & Purchasing Manager is to be notified, in writing, of any proposed changes in materials used, manufacturing process, or construction. However, changes shall not be binding upon the Boards unless evidenced by a Change Notice issued and signed by the Budget & Purchasing Manager, or designated representative.

**QUANTITIES:** The quantities as specified in this RFP/BID are estimates only and are not to be construed as guaranteed minimums.

**SAMPLES:** Samples of items, when called for, shall be furnished free of expense, and if not destroyed may, upon request, be returned at the Proposer's/Bidder's expense. Each sample shall be labeled with the Proposer's/Bidder's name, manufacturer brand name and number, RFP/BID number and item reference. Samples of successful Proposer's/Bidder's items may remain on file for the term of the contract. Request for return of samples shall be accompanied by instructions which include shipping authorization and must be received at time of opening. Samples not returned may be disposed of by the Boards within a reasonable time as deemed appropriate.

**DOCUMENT RE-CREATION:** Vendor may choose to re-create any document(s) required for this solicitation, but must do so at his own risk. All required information in the original Board format must be included in any re-created document. Submittals may be deemed non-responsive if required information is not included in any re-created document.

ACKNOWLEDGED:

(Signature and Date)

***This document must be completed and returned with your Submittal***

### STATEMENT OF CONTRACTOR'S EXPERIENCE AND PERSONNEL

(Contractor may also provide any supplemental company or personnel information that will assist the Selection Committee in evaluating your proposal).

CONTRACTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

1. How many years has your organization been in business as a general contractor under your present business name? \_\_\_\_\_

2. List all previous business names of your organization:  
\_\_\_\_\_  
\_\_\_\_\_

3. How many years experience in general contracting? \_\_\_\_\_  
Prime Contractor \_\_\_\_\_ Subcontractor \_\_\_\_\_

4. List all officers and directors of your organization:  

NAME	POSITION/TITLE

5. Have you ever failed to complete any work awarded to you in the last 3 years?  
Yes \_\_\_\_\_ No \_\_\_\_\_. If yes, where and why?  
\_\_\_\_\_  
\_\_\_\_\_

#### EXPERIENCE

1. Describe any experience of the principal individuals (Foremen, Superintendents, etc.) who are responsible for the actual general contracting work of your organization?

Name	Position
Type of Work	Yrs. Experience      Yrs. With Firm

Name	Position
------	----------

Type of Work	Yrs. Experience	Yrs. With Firm
--------------	-----------------	----------------

Name	Position
------	----------

Type of Work	Yrs. Experience	Yrs. With Firm
--------------	-----------------	----------------

Name	Position
------	----------

Type of Work	Yrs. Experience	Yrs. With Firm
--------------	-----------------	----------------

Name	Position
------	----------

Type of Work	Yrs. Experience	Yrs. With Firm
--------------	-----------------	----------------

2. List/describe five (5) construction contracts that you currently have or have recently completed.

Project	Location
Date	Contract Amount
Project Architect Contact Name and Phone Number	
Owner's Contact Name and Phone Number	

Project	Location
Date	Contract Amount
Project Architect Contact Name and Phone Number	
Contact Name and Phone Number	

Project	Location
Date	Contract Amount
Project Architect Contact Name and Phone Number	
Contact Name and Phone Number	

Project	Location
Date	Contract Amount
Project Architect Contact Name and Phone Number	
Contact Name and Phone Number	

Project	Location
Date	Contract Amount
Project Architect Contact Name and Phone Number	
Contact Name and Phone Number	

**CONTRACTOR'S AFFIDAVIT**

State of Florida  
 County of \_\_\_\_\_

Before me personally appeared \_\_\_\_\_ who is (title) \_\_\_\_\_ of (the company described herein) \_\_\_\_\_ being duly sworn, deposes and say that the foregoing statements are a true and accurate statement of the position of said organization as of the date thereof, and, that the statements and answers to the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive, or fraudulent statements of this application constitutes fraud; and, agrees to furnish any pertinent information requested by The Sumter County Board of County Commissioner deemed necessary to verify the statements made in this application or regarding the ability, standing and general reputation of the applicant.

Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_  
 NOTARY PUBLIC - STATE OF FLORIDA  
 (Signature of Notary Public)

\_\_\_\_\_  
 (Print Name of Notary Public)

(seal)

**DRUG FREE WORKPLACE CERTIFICATE**

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,

\_\_\_\_\_  
(print or type name of firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under proposal or bid, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal or bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (\*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.
- "As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date Signed

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Personally known \_\_\_\_\_ or Produced Identification \_\_\_\_\_  
(Specify Type of Identification)

\_\_\_\_\_  
Signature of Notary

My Commission Expires \_\_\_\_\_

(seal)



***This document must be completed and returned with your Submittal***  
**DISCLOSURE OF SUBCONTRACTORS, SUBCONSULTANTS AND SUPPLIERS**

**SUBCONTRACTOR LICENSE INFORMATION MUST BE SUBMITTED WITH THE RFP, IN ORDER FOR SUMTER COUNTY TO VERIFY THAT THE SUBCONTRACTOR ARE IN FACT LICENSE PERFORM THEIR TRADE SCOPE OF WORK.**

**Name of Firm Submitting Proposal:**

\_\_\_\_\_  
(Print or Type)

**Name of Person Submitting Proposal:**

\_\_\_\_\_  
(Print or Type)

**Please list all Subcontractors, or Material \ Equipment Suppliers to be used in connection with performance of this contract. Attach additional sheets as necessary.**

\_\_\_\_\_  
**Name of Firm or Agency:**

\_\_\_\_\_  
Address:

\_\_\_\_\_  
Telephone:

\_\_\_\_\_  
Contractor's License number

\_\_\_\_\_  
Contact Name / Title:

\_\_\_\_\_  
**Name of Firm or Agency:**

\_\_\_\_\_  
Address:

\_\_\_\_\_  
Telephone:

\_\_\_\_\_  
Contractor's License number

\_\_\_\_\_  
Contact Name / Title:

\_\_\_\_\_  
**Name of Firm or Agency:**

\_\_\_\_\_  
Address:

\_\_\_\_\_  
Telephone:

\_\_\_\_\_  
Contractor's License number

\_\_\_\_\_  
Contact Name / Title:

\_\_\_\_\_  
**Name of Firm or Agency:**

\_\_\_\_\_  
Address:

\_\_\_\_\_  
Telephone:

\_\_\_\_\_  
Contractor's License number

\_\_\_\_\_  
Contact Name / Title:

---

**Name of Firm or Agency:**

---

Address:

---

Telephone:

---

Contractor's License number

---

Contact Name / Title:

---

***This document must be completed and returned with your Submittal***

**STATEMENT OF "NO PROPOSAL"  
RFP # 154-0-2010**

If you do not intend to submit a proposal for this project, please complete and return this form prior to date shown for receipt of proposals to: Sumter County BOCC, 910 North Main Street, Bushnell, Florida, 33513. Attn: Mrs. Amanda Taylor.

We, the undersigned, have declined to submit a proposal for your **RFP # 154-0-2010/AT Division 17 Security Vestibule Re-Bid** for the following reasons:

- \_\_\_\_\_ Specifications are too "tight", i.e. geared toward one brand or manufacturer only (please explain reason below)
- \_\_\_\_\_ Insufficient time to respond to Request for Proposals.
- \_\_\_\_\_ We do not offer this product/s or equivalent.
- \_\_\_\_\_ Remove us from your vendor's list for this commodity or service.
- \_\_\_\_\_ Our product schedule would not permit us to perform to specifications.
- \_\_\_\_\_ Unable to meet specifications.
- \_\_\_\_\_ Unable to meet insurance requirements.
- \_\_\_\_\_ Specifications unclear (please explain below).
- \_\_\_\_\_ Competition restricted by pre-approved owner standards.
- \_\_\_\_\_ Other (please specify below or attach a separate sheet).

Remarks:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

"We understand that if this "No Proposal" letter is not executed and returned, our name may be deleted from the list of qualified proposers for the owner for future projects or commodities."

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature and Title: \_\_\_\_\_

Telephone Number \_\_\_\_\_ Date \_\_\_\_\_

## PART 5 SCOPE OF SERVICES

The Sumter County Board of County Commissioners is requesting proposals from qualified firms for the renovation of the **RFP # 154-0-2010/AT Division 17 Security Vestibule Re-Bid**.

The Sumter County Board of County Commissioners will assign a single contract to Greg Construction for this project, and Greg Construction will award a contract to the successful proposer for Division 17 Security Vestibule Re-Bid. The successful proposer will be required to execute contract and submit a separate cost estimate (form 311). However, for purposes of this RFP, only one Contractor will be selected to complete the entire RFP project. The Selection Committee will be responsible for considering all criteria when evaluating submittals.

### PLANS / SPECIFICATIONS

Construction documents will be available for purchase at NGI – Ocala, 304A SW Broadway Street, Ocala, FL 34471, Phone (352) 622-5039, Email contact – [Ocala@ngiusa.com](mailto:Ocala@ngiusa.com) Fax Contact (352) 622-5066. All requests for documents must be made by email or fax and must provide appropriate payment information by credit card or current NGI account. Only full sets of documents will be sold, no partial sets will be sold. Plans will also be available on [www.demandstar.com](http://www.demandstar.com) along with the bid package.

### CONSTRUCTION SCHEDULE

The construction period shall be as indicated by project, by calendar days from Notice to Proceed to substantial completion for issuance of Building Certificate of Occupancy. Weather delays will be given where such delays exceed published national weather service norms for the same period, per the terms of the contract documents. Division 17 Security Vestibule Re-Bid – will comply with Greg Constructions schedule. See attached schedule from Greg Construction.

### EXISTING FACILITIES

This project is being constructed next to the Judicial Building and the Historical Courthouse. The Contractor shall take all necessary measures to ensure that the **day to day operations are not adversely impacted as determine by Sumter County**.

### SITE CLEANLINESS AND CONDITION

As much as possible, all areas shall be kept free of litter and/or construction debris. It is expected that that the contractor and workers are to be aware of site conditions and keep a neat and clean appearance at all times.

### PERMITS / LICENSES

Building permits **ARE** required for this project. Obtaining the necessary permits and payment of related state fees will be the responsibility of the **CONTRACTOR**. All county fees will be waived, although the state fees collect by the Sumter County Building Department will be paid by the Contractor, and should be included in the proposal. Contractor must meet all local codes and licensing requirements. Sumter County is the local authority and jurisdiction of this project. The Contractor and all Sub-Contractors must be licensed and registered as applicable in Sumter County to perform the work required for this project. The Contractor shall furnish the County with a list of all sub-contractors performing work on the project. **Upon submission of the RFP package**, the successful vendor will be required to obtain any additional license as required by the State of Florida or Sumter County. It will be the vendor's responsibility to determine which type of additional licensing or permitting is required.

**PART 6  
EXHIBITS  
Drawing & Specification  
Exhibit A1  
Division 17 Security Vestibule Re-Bid**

**PROJECT MANUAL SPECIFICATIONS DATED, JANUARY 25, 2010**

DIVISION 0 - BIDDING AND CONTRACT REQUIREMENTS

00001 COVER PAGE  
00002 PROJECT DIRECTORY  
00005 TABLE OF CONTENTS

SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS

01010 SUMMARY OF WORK  
01040 PROJECT COORDINATION  
01045 CUTTING AND PATCHING  
01201 PRECONSTRUCTION CONFERENCE  
01340 SUBMITTALS AND SUBSTITUTIONS  
01370 SCHEDULE OF VALUES  
01400 QUALITY CONTROL  
01421 REFERENCE STANDARDS AND DEFINITIONS  
01640 PRODUCT HANDLING  
01700 CONTRACT CLOSEOUT  
01710 FINAL CLEANING  
01720 PROJECT RECORD DOCUMENTS  
01730 OPERATIONS AND MAINTENANCE DATA  
01740 WARRANTIES

DIVISION 2 - SITE WORK  
(NOT USED)

DIVISION 3 - CONCRETE  
(NOT USED)

DIVISION 4 - MASONRY  
(NOT USED)

DIVISION 5 - METALS  
(NOT USED)

DIVISION 6 - WOOD AND PLASTICS  
(NOT USED)



DIVISION 7 - THERMAL AND MOISTURE PROTECTION

07270 FIRE STOPPING  
07920 SEALANTS AND CAULKING

DIVISION 8 - DOORS AND WINDOWS

08710 FINISHED HARDWARE (SEE DRAWINGS SHEET A601)

DIVISION 9 - FINISHES

(NOT USED)

DIVISION 10 - SPECIALTIES

(NOT USED)

DIVISION 11 - EQUIPMENT

(NOT USED)

DIVISION 12 - FURNISHINGS

(NOT USED)

DIVISION 13 - SPECIAL CONSTRUCTION

(NOT USED)

DIVISION 14 - CONVEYING SYSTEMS

(NOT USED)

DIVISION 15 - MECHANICAL (FOR REFERENCE AND COORDINATION)

15058 COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT  
15061 HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT  
15062 HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT  
15076 IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT  
15077 IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT  
15082 PLUMBING INSULATION  
15083 HVAC INSULATION  
15096 ESCUTCHEONS FOR FIRE-SUPPRESSION PIPING  
15097 ESCUTCHEONS FOR PLUMBING PIPING  
15111 GENERAL-DUTY VALVES FOR PLUMBING PIPING  
15140 DOMESTIC WATER PIPING  
15145 DOMESTIC WATER PIPING SPECIALTIES  
15150 SANITARY WASTE AND VENT PIPING  
15155 SANITARY WASTE PIPING SPECIALTIES  
15160 STORM DRAINAGE PIPING  
15165 STORM DRAINAGE PIPING SPECIALTIES  
15183 REFRIGERANT PIPING  
15410 PLUMBING FIXTURES  
15415 DRINKING FOUNTAINS AND WATER COOLERS  
15485 ELECTRIC WATER HEATERS  
15732 PACKAGED, OUTDOOR, CENTRAL-STATION AIR-HANDLING UNITS  
15738 SPLIT-SYSTEM AIR-CONDITIONING UNITS  
15815 METAL DUCTS

- 15820 DUCT ACCESSORIES
- 15837 CENTRIFUGAL FANS
- 15855 DIFFUSERS, REGISTERS, AND GRILLES
- 15950 TESTING, ADJUSTING, AND BALANCING

DIVISION 16 - ELECTRICAL (FOR REFERENCE AND COORDINATION)

- 16010 BASIC ELECTRICAL REQUIREMENTS
- 16051 COMMON WORK RESULTS FOR ELECTRICAL
- 16052 COMMON WORK RESULTS FOR COMMUNICATIONS
- 16053 COMMON WORK RESULTS FOR ELECTRONIC SAFETY AND SECURITY
- 16055 OVERCURRENT PROTECTIVE DEVICE COORDINATION
- 16060 GROUNDING AND BONDING
- 16073 HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS
- 16075 ELECTRICAL IDENTIFICATION
- 16120 CONDUCTORS AND CABLES
- 16130 RACEWAYS AND BOXES
- 16140 WIRING DEVICES
- 16289 TRANSIENT VOLTAGE SUPPRESSION
- 16410 ENCLOSED SWITCHES AND CIRCUIT BREAKERS
- 16420 ENCLOSED CONTROLLERS
- 16442 PANELBOARDS
- 16461 LOW VOLTAGE TRANSFORMERS
- 16491 FUSES
- 16511 INTERIOR LIGHTING
- 16670 LIGHTNING PROTECTION
- 16721 ADDRESSABLE FIRE ALARM SYSTEM

DIVISION 17 - COMMUNICATIONS AND TECHNOLOGY (REBID)

- 17010 TECHNOLOGY GENERAL PROVISIONS
- 17110 PATHWAYS AND SPACES FOR STRUCTURED CABLING SYSTEM
- 17120 STRUCTURED CABLING SYSTEM
- 17450 BONDING FOR TELECOMMUNICATIONS SYSTEMS
- 17810 SECURITY CONTROL SYSTEMS
- 17820 CLOSED CIRCUIT TELEVISION SYSTEMS

**PART 6  
EXHIBITS  
Exhibit A  
Proposal Form**

To: Bradley Arnold, County Administrator  
910 N. Main Street, Bushnell, FL 33513  
Telephone: (352) 793-0200  
Fax: (352) 793-0207

Re: **RFP # 154-0-2010/AT Division 17 Security Vestibule Re-Bid**

Dear Mr. Arnold:

1. Having carefully examined all the drawings and specifications prepared by Architecture Studio for each of the projects listed above:  
And being familiar with the premises affecting the work, the undersigned proposes and hereby agrees to furnish all labor and material and to perform all work in accordance with said documents for the Lump Sum Amount of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

2. The construction period shall be agree to as indicated by project, by calendar days, from Notice to Proceed to substantial completion for issuance of Building Certificate of Occupancy. Weather delays will be given where such delays exceed published national weather service norms for the same period, per the terms of the contract documents.
  - A) Sumter County Division 17 Security Vestibule Re-Bid – in accordance with Greg Constructions schedule
3. In submitting this Proposal, it is understood that the right is reserved by the Board of Sumter County Commissioners to reject any and all proposals.
4. The Contractor hereby acknowledges the receipt of Addenda No. \_\_\_\_ issued during the proposal period and certifies their inclusion in the proposal. (Indicate "NONE" if no addendums were received).
5. The Undersigned agrees that this proposal will hold good for sixty (60) days from due date.
6. All request for information (RFI's) will be sent to Mrs. Amanda Taylor for response.

Date: \_\_\_\_\_

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SUMTER COUNTY BOCC  
 PROJECT - Security Vestibule Division 17 Rebid  
 EXHIBIT B - FORM 311  
 PREPARED BY

DIV #	ACCOUNT DESCRIPTION	QTY	UNIT RATE	BID AMOUNT
1000	GENERAL CONDITIONS			
1040	PROJECT COORDINATION			
1045	CUTTING AND PATCHING			
1310	PERMITS – STATE			
1311	BONDS			
1312	INSURANCE			
1313	OVERHEAD AND PROFIT			
1500	TEMPORARY FACILITIES AND CONTROLS			
1700	CONTRACT CLOSEOUT			
1710	FINAL CLEANING			
1740	WARRANTIES			
17110	PATHWAYS AND SPACES FOR STRUCTURED CABLING SYSTEMS			
17120	STRUCTURED CABLING SYSTEM			
17450	BONDING FOR TELECOMMUNICATIONS SYSTEMS			
17810	SECURITY CONTROL SYSTEMS			
17820	CLOSED CIRCUIT TELEVISION SYSTEMS			
	SUB -TOTAL PROJECT COST			
	CONTINGENCY @ %		0.00%	
	TOTAL BID AMOUNT			