



LAKE COUNTY
FLORIDA

REQUEST FOR PROPOSAL (RFP)

On-Site Public Safety Officer (PSO) Services

RFP Number:	<u>19-0204</u>	Contracting Officer:	<u>B. Schwartzman</u>
Proposal Due Date:	<u>October 31, 2018</u>	Pre-Bid Conference:	<u>Not Applicable</u>
Proposal Due Time:	<u>3:00 PM, Eastern</u>	RFP Issue Date:	<u>October 10, 2018</u>

TABLE OF CONTENTS	
SECTION 1: Special Terms and Conditions	2
SECTION 2: Scope of Services	11
SECTION 3: General Terms and Conditions	14
SECTION 4: Pricing/Certifications/Signatures	18
SECTION 5: Attachments	21

SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and Performance Bond:	Not required
Certificate of Competency/License:	See Section 2 scope of work
Insurance:	See Section 1.8
Pre-Proposal Conference/Walk-Thru:	Not applicable

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

NO-RESPONSE REPLY

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

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

VENDOR IDENTIFICATION

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

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

SECTION 1 – SPECIAL TERMS AND CONDITIONS

Section 1.1: Purpose

The Lake County Board of County Commissioners is soliciting competitive sealed proposals to for provision of not less than two (2) skilled and well trained Public Safety Officers (hereinafter PSO) to provide security services at the Lake County Administrative Building, located at 315 West Main Street, Tavares, FL 3278 on a general forty (40) hours per week basis. In addition, the County will have the option to order additional PSO staffing at additional facilities on an as-required, on-demand basis.

Section 1.2: Designated Procurement Representative

Questions concerning any portion of this solicitation should be directed in writing [fax and e-mail accepted] to the below named individual who will be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than five (5) working days before the proposal due date.

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

Phone: 352-343-9839 Fax: 352-343-9473 e-mail: bschwartzman@lakecountyfl.gov

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

Section 1.3: Method of Award – Considering Qualifications and Pricing

Award will be made to the vendor who submits the overall proposal that is judged to provide the best value to the County. Proposals will be evaluated based upon the following criteria, which are listed in order of descending importance:

1. Firm's qualifications, professional experience, expertise, methodology and quality of similar work that has been provided for other public sector clients/customers.
2. Qualifications of proposed personnel.
3. Proposed materials and plans to accomplish task.
4. Proposed costs / fee schedule.
5. Reports from direct and indirect references.
6. Responsiveness and completeness of the written proposal to these instructions with regard to the Scope of Services.
7. Other relevant criteria.

Section 1.4: Pre-Proposal Conference

Not applicable

Section 1.5 Term of Contract – Twelve (12) Months

The contract to the selected vendor will be effective immediately upon execution of the contract by the County and a notice to proceed from the Office of Procurement Services. The initial term of the contract will be twelve (12) months. The contract prices resultant from this solicitation must prevail for the full duration of the initial contract term.

Section 1.6: Option to Renew for four (4) Additional One Year Periods (With Price Adjustment)

Prior to, or upon completion, of the initial term of this contract, the County may renew this contract for four (4) additional one (1) year periods. Prior to completion of each exercised contract term, the County may consider an adjustment to price based on changes in the following pricing index: CPI-W found at <http://www.bls.gov>. It is the vendor's responsibility to request in writing any pricing adjustment under this provision. The contract unit prices may be adjusted based on the movement of the stated index. The base index value will be the index number for the month prior to the due date of the solicitation. The current month index will be the last month's index published before the request for a price redetermination is made. The County reserves the right to also request index-based adjustments if it is deemed to be in the County's best interest.

The vendor's written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

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

Section 1.7: Method of Payment - Periodic Invoices for Completed Effort

The vendors must submit invoices to the County user departments based on the schedule specified in the Scope of Services. Payment of all such invoices will be subject to formal acceptance of the related work by the County. In addition to the general invoice requirements set forth below, the invoices must reference, as applicable, the corresponding work assignment and related acceptance document that was signed by an authorized representative of the County user department at the time the service or work product were delivered and accepted. Submittal of these periodic invoices

must not exceed thirty (30) calendar days from the delivery of the goods or services. Under no circumstances may the invoices be submitted to the County in advance of the delivery and acceptance of the items.

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

Section 1.8: Insurance

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

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, must be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificates of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

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

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

Each Occurrence/General Aggregate	\$5,000,000/10,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

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

Combined Single Limit	\$1,000,000
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Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers' compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

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

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

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

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

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, must be named as additional insured as their interest may appear on all applicable liability insurance policies.

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

At time of contract, the vendor will be required to provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. ***(Note: A simple COI WILL NOT be accepted in lieu of the policy endorsements).***

Certificates of insurance must identify the applicable solicitation number in the Description of Operations section of the Certificate. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
 FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.

P.O. BOX 7800
TAVARES, FL 32778-7800

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

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

All self-insured retentions must appear on the certificates and will be subject to approval by the County. At the option of the County, the insurer must reduce or eliminate such self-insured retentions, or the vendor or subcontractor must procure a bond guaranteeing payment of losses and related claims expenses.

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

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

Neither approval by the County of any insurance supplied by the vendor or subcontractors, nor a failure to disapprove that insurance, will relieve the vendor or subcontractors of full responsibility for liability, damages, and accidents as set forth in this solicitation or any contract arising from this solicitation.

Section 1.9: Bonds

Not applicable

Section 1.10: Delivery

Not applicable

Section 1.11: Acceptance of Services

The services rendered as a result of an award from this solicitation will not be deemed complete, until accepted by the County and must be in compliance with the terms in this solicitation and any contract arising from this solicitation, fully in accord with the specifications and of the highest quality.

In the event that the service does not conform to the specifications, the County reserves the right

to terminate the contract and will not be responsible to pay for any such service.

Section 1.12: Warranty

Not applicable

Section 1.13: Delivery of Solicitation Response

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

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

Each package must be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope or package to provide confidentiality of the bid or proposal prior to the due date for the solicitation.

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

LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET
4TH FLOOR, ROOM 441
TAVARES, FLORIDA

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

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

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

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
313 SOUTH BLOXHAM AVENUE
TAVARES, FL 32778

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

Section 1.14: Completion Requirements for Request for Proposal (RFP) – Professional Services

The original proposal and two (2) complete copies of the proposal submitted by the vendor must be sealed and delivered to the Office of Procurement Services no later than the official proposal due date and time. Any proposal received after this time will not be considered and will be returned unopened to the vendor. The County is not liable or responsible for any costs incurred by any vendor in responding to this RFP including, without limitation, costs for product or service demonstrations if requested. When you submit your proposal, you are making a binding offer to the County.

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

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

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

Section 1.14.1: Proposal Submittal

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

- Tab A. RFP Coversheet completed.
- Tab B. Statement of Interest – to be submitted on the firm's letterhead and include the following:
 1. Concisely state the firm's understanding of the services required by the County. The vendor may include any additional relevant information not requested elsewhere in the RFP under this tab.
 2. The signature on the statement must be that of a person authorized to represent and bind the firm.
- Tab C. Proposed Approach and Process
 1. Provide a concise description of the approach and process the vendor will employ to successfully complete the work to be performed to include any specific staffing or equipment resources that will be employed by the vendor. Multiple alternate solution proposals may be submitted by the same vendor. For each different proposed solution,

include the same degree of detail and description specified for a primary offering.

2. Exceptions – clearly describe any exceptions the vendor may have in regards to any requirements stated in the RFP document or associated addendums.

- Tab D. Firm Profile Form (copy attached). Provide completed form. Also attach proof of license to practice in Florida, and confirmation of corporate registration in Florida. If the individual signing the proposal is not listed as a corporate officer on the vendor's SunBiz registration, provide evidence of signatory authority for the individual signing the proposal executed by a corporate officer, or other confirmation thereof satisfactory to the County.
- Tab E. Team Composition Form (copy attached). Complete one (1) form for each key person proposed to be assigned to this project. Brief resumes may also be attached in addition to completing the form.
- Tab F. Similar Projects Form (copy attached). Reference similar work efforts (at least five (5) verifiable) performed by your firm within the last three (3) years, to other public sector organizations in the State of Florida; County entities preferred. Examples should best illustrate current qualifications relevant to this project. (Make copies of this form as needed.)
- Tab G. Pricing/Certifications/Signature Forms. Complete and provide Section 4 of this solicitation with all entries completed.
- Tab H. Proof of Insurance. Provide either a completed Accord form or a signed letter from your insurance agency on its letterhead stating that you have or can get the required insurance coverage.
- Tab I. Subcontractors. Provide a list of any proposed subcontractors or joint venture arrangements that may be used on the project.
- Tab J. Financial Stability. Each vendor shall certify and provide a statement that it is financially stable and have the necessary resources, human and financial, to provide the services at the level required by County. Each vendor shall be prepared to supply a financial statement upon request. If a subcontractor or joint venture arrangement is being proposed, provide similar information for those participants in the proposal. Provide clear and succinct information that will provide insight to the County about the financial qualifications, fitness and stability of the vendor.

Section 1.15: Key Vendor Personnel

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

Section 1.16: E-Verify

Upon award of a contract resulting from this solicitation, the contractor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by the contractor during the term of the contract.

The contractor shall include in all contracts with subcontractors performing work pursuant to any contract arising from this solicitation an express requirement that the subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by the subcontractors during the term of the subcontract.

SECTION 2 – SCOPE OF SERVICES

ON-SITE PUBLIC SAFETY OFFICERS

GENERAL REQUIREMENTS

Vendor agrees to provide not less than two (2) skilled and well trained Public Safety Officers (hereinafter PSO) to provide security services at the Lake County Administrative Building, located at 315 West Main Street, Tavares, FL 3278. The base operating hours for these services will essentially mirror and overlap the general public operating hours associated with the County Administration Building. It is anticipated that the primary assigned PSOs will generally work forty (40) hours per week. The two PSOs may work staggered shifts as approved by appropriately designated county facilities personnel. A third PSO may be required to cover special needs when so initiated or approved by such county facilities personnel.

Beyond the above stated requirements, the County will have the option to order additional PSO staffing at additional facilities on an as-required, on-demand basis at the established hourly rate basis.

Security services shall include scanning the public for weapons at entry points to public meetings; patrolling the interior of the Lake County Administrative Building; being present during public meetings, and other security activities as directed by the appropriately designated county facilities personnel. Vendor shall ensure that all PSO assigned under this Agreement:

- Have successfully passed a background check and do not have any misdemeanor or felony convictions and no active injunctions. Vendor shall also provide county facilities personnel with the background information of the assigned PSO so county facilities personnel may verify or recheck a proposed PSO;
- Are at least 21 years of age;
- Have graduated from high school or a GED;
- Have graduated from a civilian or military certified law enforcement or corrections training facility;
- Possess good communication and writing skills;
- Possess a good attitude and demeanor toward the public;
- Possess a valid Florida "D" Security Officer License;

- Possess a valid Florida "G" Statewide Firearms License;
- Possess a valid Florida driver's license
- Have completed vendor's PSO 40 hour training program;
- Are appropriately dressed in uniform and equipped (as more particularly outlined in Exhibit A attached hereto and incorporated herein) at no cost to the County.

Vendor shall ensure that all PSO assigned under this Agreement maintain proficiency in firearms and continuing security training.

Assigned PSO shall comply with all applicable County policies and procedures.

If an assigned PSO fails to arrive at the Lake County Administrative Building as scheduled, the vendor shall provide a replacement as soon as practicable, not-to-exceed four (4) working hours from the associated initial notice to the vendor.

If the County rejects an assigned PSO, the vendor shall promptly replace the PSO in a manner that does not impact on-site operations.

INVOICING

The vendor shall submit an invoice on a monthly basis detailing the charges for the preceding month as detailed in RFP provision 1.7.

UNIFORM AND EQUIPMENT LIST

Each PSO shall be equipped as follows:

- Class A uniform trousers – 3
- Class A uniform short sleeve shirts - 3
- Class A uniform long sleeve shirts - 3
- Duty boots or oxfords - 1 pair
- Duty Belt – 1
- Belt keepers - 4
- Hand cuffs and case – 1

- OC spray and case -1
- Double magazine holder – 1
- Level III holster – 1
- Glock Model 22 or 23 – 1
- Factory .40 caliber hollow point ammunition – 45
- Level II protective vest - 1

(nothing follows on this page)

SECTION 3 – GENERAL TERMS AND CONDITIONS

3.1 DEFINITIONS

Addenda: means a written change to a solicitation.

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

Contractor: means the vendor to whom award has been made.

County: means Lake County, Florida.

Modification: means a written change to a contract.

Proposal: means any offer submitted in response to a Request for Proposal.

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

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

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

Vendor: means any entity responding to this solicitation or performing under any resulting contract.

The County has established for purposes of this Request for Proposal (RFP) that the words “shall”, “must”, and “will” indicate an essential requirement or condition which may not be waived.

3.2 INSTRUCTIONS TO PROPOSERS

A. Proposer Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit proposals. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

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

B. Public Entity Crimes

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

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the proposal due date. Such inquiries or request for information must

be submitted to the procurement representative in writing and must contain the requester’s name, address, and telephone number. The Procurement Services office may issue an addendum in response to any inquiry received, which changes or clarifies the terms, provisions, or requirements of the solicitation. The proposer should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued will prevail. It is the proposer’s responsibility to ensure receipt of all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the proposal from being considered for award.

D. Contents of Solicitation and Proposers’ Responsibilities

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

E. Restricted Discussions

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

F. Change or Withdrawal of Proposals

1. Changes to Proposal- Prior to the scheduled due date, a proposer may change its proposal by submitting a new proposal specified in the solicitation with a letter on the firm’s letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal must contain the letter and all information as required for submitting the original proposal.

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

G. Conflicts within the Solicitation

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

H. Prompt Payment Terms

It is the policy of the County that payment for all purchases by County agencies will be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during proposal evaluation.

3.3 PREPARATION OF PROPOSALS

A. The Pricing Section of this solicitation defines requirements of items to be purchased, and must be completed and submitted with the proposal. Use of any other form or alteration of the form may result in rejection of the proposal.

B. The proposal submitted must be legible. Proposers shall use a typewriter, a computer, or ink to complete the proposal. All

changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

- C. An authorized agent of the proposer's firm must sign the proposal. **THE COUNTY MAY REJECT THE PROPOSAL IF IT IS NOT SIGNED.**
- D. The proposer may submit alternate proposals for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate proposal must meet or exceed the minimum requirements and be submitted as a separate proposal marked "Alternate Proposal".
- E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- F. Any proposal received after the designated receipt date through no fault or error of the County will be considered late, and, except under the most exceptional circumstances, may not be considered for award.

3.4 COLLUSION

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

3.5 PROHIBITION AGAINST CONTINGENT FEES

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

3.6 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3.7 INCURRED EXPENSES

This solicitation does not commit the County to make an award nor will the County be responsible for any cost or expense which may be incurred by any proposer in preparing and submitting a proposal, or any cost or expense incurred by any proposer prior to the execution of a purchase order or contract.

3.8 COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate upon request by a seller for such purchases. Except for items specifically identified by the vendor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor will any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of a proposal will be available for public inspection in compliance

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

3.10 CANCELLATION OF SOLICITATION

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

3.11 AWARD

- A. The contract resulting from this solicitation may be awarded to the responsible proposer which submits a proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all proposals, to waive irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County will be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the proposer's site or hold a pre-award qualification hearing to determine if the proposer is capable of performing the requirements of this solicitation.
- E. The proposer's performance as a prime contractor or subcontractor on previous County contracts will be taken into account in evaluating the responsibility of the proposer.
- F. Any tie situations will be resolved in consonance with current written procedure in that regard.
- G. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- H. A vendor wishing to protest any award decision resulting from this solicitation may do so as set forth in the County's Purchasing Procedure Manual.

3.12 GENERAL CONTRACT CONDITIONS

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

3.13 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases will be governed by the same terms and conditions as stated in the contract with the exception of the change in agency name.

3.14 CONTRACT EXTENSION

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendors in writing of such extensions. The contract may be extended beyond the initial ninety

(90) day extension upon mutual agreement between the County and the vendors. Exercise of the above options requires the prior approval of the Procurement Services Manager.

3.15 WARRANTY

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

3.16 ESTIMATED QUANTITIES

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

3.17 NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services described in this solicitation in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under the contract.

3.18 CONTINUATION OF WORK

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

3.19 LAWS, RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against its employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

3.20 SUBCONTRACTING

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

3.21 ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest in the contract, or its power to execute such contract to any person, company or corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regards may result in termination of the contract for default.

3.22 RESPONSIBILITY AS EMPLOYER

The employees of the vendor will be considered at all times its employees, and not an employees or agents of the County. The contractor shall provide employees capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

3.23 INDEMNIFICATION

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and

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

3.24 MODIFICATION OF CONTRACT

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

3.25 TERMINATION FOR CONVENIENCE

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

3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

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

3.27 TERMINATION FOR DEFAULT

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

3.28 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorneys' fees.

3.29 RIGHT TO AUDIT

The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The contractor shall provide access to all of its records, which relate directly or indirectly to the contract at its place of business during regular business hours. The vendor shall retain all records pertaining to the contract and upon request make them available to the County for a minimum of three (3) years, or as required by Florida or Federal law, whichever is longer, following expiration of the contract. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. Additionally, the contractor

agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed under any contract arising from this solicitation. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the contractor to the County in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the County's audit must be reimbursed to the County by the contractor. Any adjustments or payments which must be made as a result of any such audit or inspection of the contractor's invoices and records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) days from presentation of the County's audit findings to the contractor.

3.30 PUBLIC RECORDS/ COPYRIGHTS

Pursuant to Section 119.0701, Florida Statutes, the awarded contractor shall comply with the Florida Public Records' laws, and shall: 1. Keep and maintain public records required by the County to perform the services identified in the contract. 2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency. 4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records in a format that is compatible with the information technology systems of the County. Failure to comply with this section will be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

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

3.31 GOVERNING LAWS

The interpretation, effect, and validity of any contracts resulting from this solicitation will be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action will be solely in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

3.32 STATE REGISTRATION REQUIREMENTS

Any business organization submitting a bid in response to this solicitation shall either be registered or have applied for registration with the Florida Department of State in accordance with Florida law. A copy of the registration/ application may be required prior to award of a contract. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

3.33 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor and will assume full responsibility for the successful performance under the contract. The vendor will be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract, no change in subcontractors may be made without the consent of the County. The vendor will be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

3.34 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations under the contract, but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

3.35 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time may be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the work will relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy will be the right to seek an extension to the contract time. However, this provision will not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

3.36 TRUTH IN NEGOTIATION CERTIFICATE

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

3.37 GRANT FUNDING

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

3.39 CERTIFICATION REGARDING SCRUTINIZED COMPANIES.

By submitting a proposal, the vendor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The vendor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The vendor further understands that any contract with the County for goods or services may be terminated at the option of the County if the vendor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

SECTION 4 – PRICING / CERTIFICATIONS / SIGNATURES

RFP TITLE: On-Site Public Safety Officers

NOTES:

- When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. **However, the vendor will be responsible for payment of taxes on all materials purchased by the vendor for incorporation into the project (see provision 3.8 for further detail).**
- The vendor must not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being “estimated” quantities, vendors are advised to review the “Estimated Quantities” clause contained in Section 3 of this solicitation.
- Any bid containing a modifying or “escalator” clause not specifically allowed for under the solicitation will not be considered.
- Unit prices will govern for all services priced on that basis as requested under this solicitation.
- All pricing will be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted will remain valid for a ninety (90) day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- **Vendors are advised to visit our website at <http://www.lakecountyfl.gov> and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.**
- **If the vendor has questions regarding the applicability of Chapter 119, Florida Statutes, to the vendor’s duty to provide public records relating to any contract arising from this solicitation, contact the custodian of public records via the individual designated in provision 1.2 of this solicitation.**

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever applies

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

PRICING SECTION

Item 1: Hourly rate for provision of a Public Safety Officer (PSO) for services delivered up to 40 hours per week. Hourly rate per PSO: \$ _____

Item 2: Hourly rate for provision of a Public Safety Officer (PSO) for any hours worked in excess of 40 hours per week: Hourly rate per PSO: \$ _____

Hourly Rates Notes: The hourly rate for these services must be a single hourly rate encompassing any costs, overhead, salary, benefits, specified uniform and equipment requirements, and other costs. In no event may vendor bill the County for any mileage or meals. Billing for the hourly rate shall commence on each PSO's arrival at the designated work site and extend until the individual's departure. Lunch and break periods as coordinated with the designated facilities personnel may be billed at full charge at any time the PSO will be on-call during those periods.

Other Items for Completion by Vendor:

By Signing This Proposal, the Vendor Attests and Certifies That:

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

Purchasing Agreements with Other Government Agencies

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

Certification Regarding Felony Conviction

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

Certification Regarding Acceptance of County Electronic Payable Process

Vendor will accept payment through the County's VISA- based electronic payment system: Yes No

Reciprocal Vendor Preference:

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

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

Certification of Recycled Material Content for Manufactured Goods

Vendors are advised that the County supports maximum appropriate utilization of recycled materials within all manufactured goods purchased by the County. The County may consider relative degrees of recycled content within offered goods when pricing amongst vendors is essentially equal. To support that intent and process, vendors are urged to confirm and certify the percentage of recycled materials used in the manufactured goods being offered by the vendor by completing this entry: ____% (vendor may be requested to provide supporting detail during evaluation).

Conflict of Interest Disclosure Certification

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

Exceptions: _____

Certification Regarding Background Checks

Under any County contract that involves vendor or subcontractor personnel working in proximity to minors, the vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the vendor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any vendor employee found in violation of this requirement. The vendor shall indemnify the County in full for any adverse act of any such personnel in this regard. **Additional requirements may apply in this regard as included within any specific contract award.** Yes No

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

General Vendor Information and Proposal Signature:

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

Award of Contract by the County: (Official Use Only)

By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.

Vendor awarded as:

- Sole vendor Pre-qualified pool vendor based on price
 Pre-qualified pool vendor (spot bid) Primary vendor for items: _____
 Secondary vendor for items: _____ Other status: _____

Signature of authorized County official: _____ Date: _____

Printed name: _____ Title: _____

SECTION 5 – ATTACHMENTS

THE FOLLOWING DOCUMENTS ARE ATTACHED

Attachment 1: Firm Profile Form

Attachment 2: Team Composition Form

Attachment 3: Similar Projects/Reference Form

ATTACHMENT 1: FIRM PROFILE FORM

<p>1. Firm (or joint venture) Name & Address:</p>	<p>1e. Licensed to do business in the State of Florida? _____ Yes _____ No</p>
<p>1a. FEIN # _____</p>	<p>1f. Name, Title, Email and Telephone Number of Principal to Contact</p>
<p>1b. Year Firm was established _____</p> <p>1c. Are you a "Not for Profit" 501(c)(3) organization? Yes _____ No _____</p> <p>If you answered yes, please provide proof.</p> <p>1d. Firm is a Certified Minority Business Enterprise Yes _____ No _____</p>	<p>1g. Address of office to perform work, if different from Item 1.</p>
<p>2. Please list number of people by discipline that your firm/joint venture will commit to the County's project.</p>	
<p>3. If submittal is by joint venture, list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:</p> <p>3a. Has this joint venture previously worked together? Yes _____ No _____</p>	

ATTACHMENT 2: TEAM COMPOSITION

Brief resumes of prime consultants and other key persons who will be assigned to the project. Utilize one sheet per person. (Brief resumes and additional information may be attached.)

Name: Title:
Project assignment:
Name of firm with which associated:
Years of experience: With this firm _____ With other firms _____
Education: Certifications/Degrees/year/school/specialization:
Other experience and qualifications relevant to the proposed project:

ATTACHMENT 3: SIMILAR PROJECTS FORM

Work by firm or individual which best illustrates current qualifications relevant to the County's project that has been/is being accomplished by personnel that will be assigned to the County's project. List no more than ten (10) projects. (This form may be reproduced.)

<p><u>Project Name, Entity Name, Address & Location</u></p> <p>Project Manager (from your firm):</p>	<p><u>Contact Person:</u></p> <p><u>Title:</u></p> <p><u>Telephone Number/E-mail:</u></p>
<p>Completion Date (Actual or Estimated) _____</p> <p>Estimated Project Cost: \$_____</p> <p>Work for which you firm was/is responsible: \$_____</p>	
<p><u>Scope of Entire Project:</u> List the tasks accomplished (Attach samples of deliverables, outlines or descriptions of items).</p> 	
<p><u>Firm's personnel (name/project assignment) that worked on the stated project that will be assigned to the County's project.</u></p> 	