



LAKE COUNTY
FLORIDA

**INVITATION TO BID (ITB)
ROOF REPAIR SERVICES ON AN AS-NEEDED BASIS**

ITB Number:	<u>19-0906</u>	Contracting Officer:	<u>Ed Tipton</u>
Bid Due Date:	<u>November 14, 2018</u>	Pre-Bid Conf. Date:	<u>See Section 1.4</u>
Bid Due Time:	<u>3:00 PM</u>	ITB Issue Date:	<u>October 25, 2018</u>

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and Performance Bond:	Not Applicable
Certificate of Competency/License:	Section 1.16
Insurance:	Section 1.8
Pre-Bid Conference/Walk-Thru:	Not Applicable

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

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

NO-RESPONSE REPLY

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

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

VENDOR IDENTIFICATION

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

SECTION 1 – SPECIAL TERMS AND CONDITIONS

Section 1.1: Purpose

The purpose of this solicitation is to establish a pool of pre-qualified vendors capable of providing roof repair services throughout the County on an as-needed basis. Entry in the pre-qualification pool is an acknowledgement that the pool member satisfies the pre-qualification criteria. Pre-qualified vendors will be invited to participate in future spot market competitions.

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 bid due date.

Ed Tipton, CPSM, CPPO, CPPB, Senior Contracting Officer
Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 441
PO BOX 7800
Tavares, FL 32778-7800

Phone : 352.343.9489
Fax : 352.343.9473
E-mail: rtipton@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 – Pre-Qualification and Subsequent Spot Market Procedures

Award of a contract arising from this solicitation will be made to all responsive, responsible vendors who meet the minimum qualifications set forth in this solicitation. Those qualification criteria are listed in Section 1.13.2.

These vendors will then be deemed to be pre-qualified to participate in subsequent spot market purchases as required by the County on an as-needed basis. When such spot market purchases are initiated, the pre-qualified vendors will be invited to offer a fixed price for a specific individual purchase. The vendor then offering the lowest fixed price will be awarded for the specific purchase. The award to one vendor for an individual action does not preclude the remaining pre-qualified vendors from submitting spot market offers for other specific purchases.

Section 1.4: Pre-Bid Conference / Site Visits

Not applicable to this solicitation

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

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

Section 1.6: Option to Renew for Four (4) Additional One (1) Year Periods

Prior to, or upon completion, of the initial term of this contract, the County will have the option to renew this contract for four (4) additional one (1) year periods. The vendor must maintain, for the entirety of the stated additional periods, the same prices, terms, and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative may be exercised only when such continuation is clearly in the best interest of the County.

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

The vendor will submit invoices to the County user department after each individual work task has been completed. 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), the specific task number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate County representative. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments 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	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including 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: Bonding Requirements

Not applicable to this solicitation

Section 1.10: Completion of Work from Date Of Purchase Order

As specified in Statement of Work

Section 1.11: Acceptance of Goods or Services

As specified in Statement of Work

Section 1.11.1: Deficiencies in Work to be Corrected by the Vendor

As specified in Statement of Work

Section 1.12: Warranty

As specified in Statement of Work

Section 1.13: Delivery and Completion of Solicitation Response

Section 1.13.1: Delivery of Solicitation Response

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

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

Each package 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/package to provide confidentiality of the bid or proposal prior to the due date stated in the solicitation.

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

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

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

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

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

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

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

Section 1.13.2: Completion Requirements for Invitation to Bid

Two (2) signed original bids and two (2) complete copies of the bid submitted by the vendor must be sealed and delivered to the Office of Procurement Services no later than the official bid due date and time. Any bid received after this time will not be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any vendor in responding to this ITB including, without limitation, costs for product or service demonstrations if requested.

Qualification Criteria

Vendors who meet the following qualifications will be placed on a list for participation in future competitions.

- The vendor must have a current license as a State of Florida Certified General Contractor, Certified Building Contractor or Certified Roofing Contractor issued by the Florida Department of Business & Professional Regulation. The vendor must be licensed to do business within Lake County. The vendor must hold the required license for the type of work to be performed at the time their bid response is submitted and for the duration of the contract. Vendor should provide a copy of the current licenses issued by the Florida Department of Business & Professional Regulation.
- The vendor must provide references for similar completed projects within the past three (3) years. The County may also consider any past performance with Lake County.
- All pricing listed in the Bid Form must be completed and returned with vendors responses.

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

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

Specific Completion Directions:

- Pricing must be completed as directed within Section 4.
- Initial and date in **BLUE INK** the appropriate spaces for each addendum you received for this ITB.
- Insert any prompt payment discount that you will offer. Note payment is NET 30 DAYS otherwise.
- Complete all certifications included within Section 4 of the solicitation.
- Complete the reference information sheets (include at least three references) contained within the solicitation.
- Complete the vendor information, and sign the bid (IN BLUE INK) in the spaces provided in Section 4 of the solicitation.
- If insurance is required, submit either a certificate of insurance, or evidence of insurability, that is in compliance with the stated insurance requirements.

Section 1.14: Accident Prevention and Barricades

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

Section 1.15: Business Hours of Operations

No work may be done on Saturday, Sunday, or on any days between the hours of 5:00 P.M. and 7:00 A.M. except when such work is necessary for the proper care and protection of the work already performed, and when permission to do such work is secured from the County Department representative. No overtime work may be started without prior approval of the immediate project manager or his/her designated representative.

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

Any person, firm, corporation or joint venture that submits an offer in response to a County solicitation shall, at the time of such offer, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying the person, firm, corporation or joint venture to perform the work proposed. If work for other trades is required in conjunction with this solicitation and will be performed by a subcontractors or vendors hired by the prime/responding vendor, an applicable Certificate of Competency/license issued to the subcontractors/hired vendors must be submitted with the prime/responding vendor's offer; provided, however, that the County may at its option and in its best interest allow the prime/responding vendor to supply the subcontractors/hired vendors certificate/license to the County during the offer evaluation period. The prime/responding vendor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated in this solicitation. Damages, penalties, or fines imposed on the County or the vendor for failure to obtain required licenses, permits, inspection or other fees, or inspections will be borne by the vendor.

Section 1.17: Clean-Up

All unusable materials and debris must be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager.

Section 1.18: Competency of Vendors and Associated Subcontractors

The County may elect to conduct a pre-award inspection of the vendor's facility during the offer evaluation process. Offers will be considered only from firms which are regularly engaged in the business of providing or distributing the goods or performing the services as described in the solicitation, and who can produce evidence of a consistent satisfactory record of performance. Vendors must demonstrate that they have sufficient financial support and organization to ensure that they can satisfactorily execute the contract if awarded under the terms and conditions stated in this solicitation. In the event that the vendor intends to subcontract any part of its work to another vendor, or will obtain the goods specifically offered under the contract from another source of supply; the vendor may be required to verify the competency of its subcontractor or supplier. The County reserves the right, before awarding the contract, to require a vendor to submit such evidence of its qualifications and the qualifications of its subcontractor as it may deem necessary. The County may consider any evidence available to it of the financial, technical and other qualifications and abilities of any vendor responding under this solicitation, including past

performance with the County, in determining vendor responsibility for the purposes of selecting a vendor for contract award.

Section 1.19: Compliance with Federal Standards

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

Section 1.20: 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 1.21: Furnish and Install Requirements

The specifications and statement of work contained within this solicitation describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications or statement of work will not relieve the vendor from furnishing, installing or performing such work where required for the satisfactory completion of the project. The vendor will also be required to provide adequate general user training to County personnel on the appropriate use of the materials or products as and if necessary.

Section 1.22: 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 County approval. In the event the requested substitute person is not satisfactory to the County and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to cancel the contract for cause.

Section 1.23: Labor, Materials, and Equipment Must Be Supplied by the Vendor

Unless otherwise stated in this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment must be of a suitable type and grade for the purpose. All material, workmanship, and equipment must be subject to the inspection and approval of the County's Project Manager.

Section 1.24: Protection of Property

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest must be protected against damage or interrupted services at all times by the vendor during the term of the contract; and the vendor will be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the vendor's operation on the property. In the event the vendor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the vendor.

Section 1.25: Risk of Loss

The vendor assumes the risk of loss of damage to the County's property during possession of such property by the vendor, and until delivery to, and acceptance of, that property to the County. The vendor shall immediately repair, replace or make good on the loss or damage without cost to the County, whether the loss or damage results from acts or omissions (negligent or not) of the vendor or a third party.

The vendor shall indemnify and hold the County harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of the contract. The vendor shall pay all claims and losses of any nature whatsoever in connection with the contract, and shall defend all suits, in the name of the County when applicable, and shall pay all costs and judgments which may issue.

Section 1.26: Safety

The vendor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration Act (OSHA). The vendor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to persons or property.

The vendor shall provide all standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act of 1990 (ADA) regulations.

The vendor shall designate a competent person of its organization whose duty will be the prevention of accidents at this site. This person must be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with management personnel. This person must be the vendor's superintendent unless otherwise designated in writing by the vendor to the Contract Manager.

Section 1.27: Special Notice to Vendors Regarding Federal and State Requirements

This purchase action is being supported in whole or in part by Federal or State funding, or both. Therefore, this solicitation and any resulting contract include provisions related to various specific federal and state requirements. All such clauses will be considered and treated as “flow-down” clauses that will be considered applicable to any prime contract and any subcontract associated with performance under the contracts resulting from this solicitation. Detailed review of all terms and conditions included in this solicitation is strongly encouraged to ensure that full compliance with all contractual requirements is considered during the solicitation response process, and throughout performance under the contract, at prime vendor and subcontractor levels.

For any construction contract supported by state funding, the vendor shall give preference to the employment of state residents in the performance of the work on the project if state residents have substantially equal qualifications to those of nonresidents. The term “substantially equal qualifications” refers to a situation where the vendor cannot make a reasonable determination that the qualifications held by one person are better than the qualifications of another person. A vendor required to employ state residents must contact the Department of Economic Opportunity to post the vendor's employment needs in the state's job bank system.

SECTION 2 – STATEMENT OF WORK

1.0 SCOPE OF SERVICES

The purpose of this document is to define the material, surface preparation, application, quality assurance, test and performance requirements for the repair of county facility roof systems. This specification applies to the purchase of roof contract services for the repairs of Lake County BCC (County) metal and membrane roofing systems. The contractor must furnish all supervisory, administrative and direct labor, materials, tools, equipment, and services for all performed roofing repairs as indicated, in accordance with the provisions of this specification and project scope of work. The roofing contractor will provide all metal and membrane roofing components required for the repair and installation of complete roofing systems to include but not be limited to panels, panel clips, membranes, trim/flashing, fascia's, ridge, closures, sealants, fillers, insulation and any other required items.

1.01 AWARD TERMS

The intent of this solicitation is to procure services for projects equal to or less than \$25,000.00. The County reserves the right to issue a Quote that exceeds \$25,000.00, if it is determined to be in the County's best interest. It is also the intent to utilize the awarded firms from this Invitation to Bid as follows:

- Projects equal to or less than \$2,500.00, Department Staff may choose any one of the awarded firms to perform the work. Selected vendor will take the following steps: 1) take interior pictures of the problem area, 2) take exterior pictures of the problem area, 3) make permanent repairs, 4) take pictures of the problem area after repairs have been made, 5) document on the service report the location, repairs made, start and stop time, and technician name, 6) submit pictures and services report through e-mail to the County's Project Manager.

If a permanent repair cannot be made by the contractor while at the site, the contractor must make as-needed temporary repairs to prevent further potential damage to the facility. A trip charge and hourly rates will be allowed for invoicing.

- Projects greater than \$2,500.00 and equal to or less than \$25,000.00, Department Staff will send a Quote through the Auto RFQ system to all of the awarded contractors. The contractors will submit an electronic Quote to the Department Staff who will award the project to the firm with the lowest responsive, responsible Quote. The awarded vendor must make permanent repairs within the specified timeframe as stated in the Quote for non-emergency requests.

The intent of this solicitation is to establish a term contract with multiple vendors to be used on an as-needed basis, during which time the successful vendors must guarantee firm pricing for the items awarded as specified in this bid. The performance of awarded vendors must be in accordance with the terms of the specifications and at the quality standards of service set forth within this solicitation.

1.02 CONTRACTOR REQUIREMENTS

The contractor must hold a Certified General Contractor, Certified Building Contractor or Certified Roofing Contractor license issued by the Florida Department of Business & Professional Regulation. This license must be valid at the time of the bid opening. A copy must be provided with bid and updated annually. Contractor must notify the County if any change occurs regarding licenses. The contractor must be experienced in all types of roof applications. The contractor's work must be performed in such a way as to not void any existing warranties. For roofs with a current warranty, contractors must install only matched material; ensuring existing warranty can be protected. The contractor must be available by phone 24 hours a day, seven days a week and must respond to emergency repairs within 2 hours. The County reserves the right to reject bids which do not provide sufficient information to evaluate the qualifications of the contractor and where information provided does not demonstrate a proven past record (such as negative references, unsatisfactory performance, failure to complete projects, etc.).

1.03 GENERAL SPECIFICATIONS

- a. The contractor must furnish all labor at an hourly rate, tools, equipment, and transportation to provide roof repair work contracting services at multiple facilities within Lake County. These services must include small to large roof repair projects, which utilize several trades.
- b. The contractor is qualified for and responsible for the entire project contracted for and does himself or by others - construct, repair, alter, remodel, add to, subtract from, or improve any types of roof repair.
- c. Labor provided by the contractor must be billed to the County based on the hourly rates bid for labor. The hourly rate bid must include full compensation for labor, equipment uses, travel time and any other cost (including overhead) to the contractor. The rate is straight time for all labor except as otherwise noted within the solicitation.
- d. Materials must be furnished by the contractor as requested by the County. The County reserves the right to furnish materials to the roofing contractor. Materials purchased by the roofing contractor and incorporated into the work will be reimbursed at invoice cost including (1) sales and use taxes and (2) freight. A mark-up will be paid on the invoice cost of the materials excluding all (1) sales and/or use taxes and (2) freight. The mark-up will be based on the material mark-up percentage specified on the Price Sheet, not to exceed 15%. Copies of invoices received by the roof repair contractor for materials must be submitted with each contractor invoice. The County will only pay fair market prices for materials.
- e. The contractor must supervise and direct the work, using his best skill and attention. He will be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the contract.
- f. The contractor will be responsible to the owner for the acts and omissions of its employees, subcontractors, and their agents and employees, and other persons performing any of the work under a contract with the contractor.

- g. Unless otherwise provided in the project documents, the contractor must provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the project whether temporary or permanent and whether or not incorporated in the project.
- h. The contractor warrants to the owner that all materials and equipment, if applicable, furnished under this contract will be new unless otherwise specified, and that all work must be of good quality, free from faults and defects and in conformance with the project specifications. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the County, the contractor must furnish satisfactory evidence as to the kind and quality of materials and equipment.
- i. The contractor must always keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the work he shall remove all his waste materials and rubbish from and about the project, as well as, all his tools, construction equipment and machinery.
- j. The contractor will be responsible for notifying the County in writing of any conditions detrimental to proper and timely completion of work. Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to the contractor.
- k. The contractor must submit product data sheet and literature verifying fire ratings and physical properties of materials.

1.04 QUALITY

- a. All materials, preparation and workmanship must conform to requirements of the latest edition of the Florida Building Code, State Requirements for facilities, and the National Roofing Contractors Association roofing manuals.
- b. All roofing systems installation and repairs must be inspected by the County department Project Manager or designee.
- c. All roof systems installation and repairs must be inspected by the County department Project Manager who shall notify the contractor in writing of any observed defects or problems.

1.05 SURFACE PREPARATION

As required, remove all roof attached equipment, hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that may hinder the repair of the facility roof system. If removal is impractical or impossible because of size or weight of the item, provide protection before roof system repair is started. After completing roof repair in each space or area, reinstall items / equipment removed using workers skilled in the trades involved.

Before repairing any roof system surface, clean roof surfaces that could impair bond of various roof repair coatings. Remove oil and grease before cleaning. Prepare roof surfaces prior to repair in according to manufacturer's written instructions for each type of roof system repair.

1.06 ROOF SYSTEM REPAIR TYPES AND TECHNIQUES

1. Granule Surfaced Modified Roofs

- a. Identify area of repair.
- b. Utilize torch to embed granules of existing membrane wide enough to accommodate a full sheet minus the selvage edge.
- c. Torch on an inter-ply sheet a minimum of six inches wider than the hole.
- d. Torch on new granule surfaced cap-sheet minus the selvage edge.
- e. Make sure the membrane is fully adhered.
- f. Contact manufacturer on warranted roofs.

2. Smooth Surfaced Modified Roofs

- a. Identify Area to repair.
- b. Utilize torch to remove any surfacing or debris currently on existing roof.
- c. Torch or repair sheet (full sheet).
- d. Verify adhesion to existing membrane.
- e. Apply non-asbestos containing roof coating to protect newly applied membrane.
- f. Contact manufacturer on warranted roofs.

3. Single Ply Roofs

- a. Identify area to repair.
- b. Clean and prepare existing roof materials so the existing roof membrane will get an adequate bond to repair membrane.
- c. Utilize the technique required from the manufacturer to get the repair to bond.
- d. The repair membrane must be a minimum 1-foot wider on all sides than the hole being covered.
- e. Cut all corners round.
- f. Verify adhesion of the new sheet to existing with a probing tool.
- g. Contact manufacturer on warranted roofs.

4. Gravel Surfaced Multi-Ply Built-up Roofs

- a. Identify areas to repair.
- b. Spud back existing roof a minimum of 18 inches in all directions.
- c. Embed the first layer of the new sheet in asbestos-free roofing cement.
- d. Utilize hot asphalt to adhere remaining repair felts, in shingle fashion, to accomplish an adequate tie-in. Repairs should be at least 3 ply.
- e. Apply a flood coat of hot asphalt and the aggregate over the newly repaired area.
- f. Contact manufacturer on warranted roofs.

5. Additional Roof Repair Requirements

- a. Remove all debris from all roof sections.
- b. Replace any surfacing where membranes are exposed.
- c. Fill all pitch pans to point of overflow (Pourable sealer only). Pans must be crowned to shed water (pourable sealer only).
- d. Report any other issues that may require immediate attention to PO & M Dept Project Mgr.

- e. Correct any warranty repairs, arrange payment from manufacturer and provide complete documentation to the Owner.
- f. Utilize materials to match existing membranes.
- g. Protect current warranties.

6. **Metal Roof Repair Requirements**

- a. Remove all debris from metal roof panels.
- b. Identify areas to be repaired.
- c. Clean and replace as necessary.
- d. Remove all fatigued panels, fasteners, clips and sealants. Replace any damaged metal roof panels. Materials and Colors to match existing.
- e. All repairs to panels, curbs, and penetrations must be completed utilizing manufacturer's specifications and written specifications
- f. Metal roof panels may be fabricated on-site or in a manufacturing facility. The method of manufacture shall be clearly stated in the scope of work and in the project bid pricing.
- g. Metal roof panel repair that does not involve the removal and replacement of entire panels will be preapproved by Plant Operations and Maintenance Department Project Manager prior to the start of the repair.
- h. Contact manufacturer on warranted roofs.

7. **Gutters, Downspouts, Soffits and Metal Fascia**

- a. Remove all damaged gutters, downspouts and soffits from roof overhang.
- b. Replace any damaged gutter, downspout and/or soffit with new gutters, downspouts and/or soffits. Materials and Colors to match existing.
- c. Gutters and/or downspouts may be fabricated on-site or in a manufacturing facility. The method of manufacture shall be clearly stated in the scope of work and in the project bid pricing.

1.07 **CONTRACTOR RESPONSIBILITIES**

1. If, during the course of work, the contractor encounters unforeseen conditions which impact the work, and which could not initially be evaluated, the contractor will not proceed without written authorization from the County's authorized representative.
2. The contractor must have sufficient number of personnel, materials, transportation and an adequate inventory of tools and equipment to perform work at the job site. The contractor will be held responsible for the on-site supervision, scheduling, storage, receiving and placement of materials to meet emergency work requests. The contractor must within **two (2) hours of notice** meet County personnel at the job site, review the scope of work, provide an estimate, proceed with work without delay and in general be responsive to the emergency request. The contractor's time will start on the job site. Any travel time expenses must be borne by the contractor and will not be reimbursed by the County.

3. The contractor must, and in addition to all other guarantees, be responsible for faulty labor or workmanship and must promptly correct improper work, without cost to the County, within 48 hours after receipt of notification of such faulty labor or workmanship. If the contractor fails within 48 hours to correct defects, the owner will be entitled to have such work remedied and the contractor shall be fully liable for all costs and expense reasonably incurred by the owner. Payments in full or otherwise do not constitute a waiver of this guarantee. The guarantee period shall be effective for one (1) year after acceptance of the work by the County.
4. The contractor will exercise caution at all times for the protection of persons (including employees) and property. Barricades will be provided by the contractor at contractor's expense, when work is performed in areas traversed by persons or vehicles, or when deemed necessary by the County's Project Manager or designee.
5. The contractor must conform to all Federal, State, County and City regulations during the performance of the agreement. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the contractor. Any person found not in conformance with any laws, statutes, rules or regulations will not be allowed on the job site. Continued violations by a contractor will constitute cause for immediate termination of the agreement.

SECTION 3 – GENERAL TERMS AND CONDITIONS

3.1 DEFINITIONS

Addenda: means a written change to a solicitation.

Bid: Shall refer to any offers submitted in response to this ITB.

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

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

Contractor: The vendor to which award has been made.

County: means Lake County, Florida.

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

Modification: A written change to a contract.

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

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

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

Vendor: A general reference to any entity responding to this solicitation or performing under any resulting contract.

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

3.2 INSTRUCTIONS TO BIDDERS

A. Bidder Qualification

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

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

B. Public Entity Crimes

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

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified

in the solicitation no later than five (5) working days prior to the bid due date. Such inquiries must contain the requester’s name, address, and telephone number. The Procurement Services Office may issue an addendum in response to any inquiry received, prior to bid opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The bidder should not rely on any statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued will prevail. It is the bidder’s responsibility to ensure receipt and to acknowledge all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the bid from being considered for award.

D. Contents of Solicitation and Bidders’ Responsibilities

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

E. Restricted Discussions

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

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

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

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

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

G. Conflicts within the Solicitation

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

H. Prompt Payment Terms

It is the policy of the County that payment for all purchases by County agencies 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 bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

3.3 PREPARATION OF BIDS

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

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

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

3.4 COLLUSION

Where two (2) or more related parties, as defined in this solicitation, each submit a bid for the same contract, or evidence any prior understanding, agreement, or connection in such regard, such bids will be presumed to be collusive. "Related parties" mean bidder or principals of the bidder that have a direct or indirect ownership interest in another bidder for the same contract or in which a parent company or the principals of the parent company of one bidder have a direct or indirect ownership interest in another bidder for the same contract. Bids found to be collusive will be rejected. Bidders which have been found to have engaged in collusion may be considered non-responsive, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

3.5 PROHIBITION AGAINST CONTINGENT FEES

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

3.6 CONTRACTING WITH COUNTY EMPLOYEES

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

3.7 INCURRED EXPENSES

This solicitation does not commit the County to award nor be responsible for any cost or expense which may be incurred by any bidder in preparing or submitting a bid, or any cost or expense incurred prior to the execution of a purchase order or contract. By submitting a bid, the bidder also agrees that the County bears no responsibility for any costs of the bidder associated with any administrative or judicial proceedings resulting from this solicitation process.

3.8 COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate upon request by the seller for such purchases. Except for 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 needed to fulfill contractual obligations with the County, nor is any vendor authorized to use the County Tax Exemptions for such purchases.

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of a bid will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act."). The bidder should not submit any information which the bidder considers proprietary or confidential. The submission of any information to the County in connection with any solicitation will be conclusively deemed to be a waiver of any protection from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

3.10 CANCELLATION OF SOLICITATION

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

3.11 AWARD

- A. Unless otherwise allowed by statute or ordinance, award will be made to the lowest priced responsive and responsible bidder. The County reserves the right to reject any and all bids, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County 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 bids if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work is not amended.
- E. Award will only be made to firms that satisfy all legal requirements to do business with the County. The County may conduct a pre-award inspection of the bidder's site or conduct a pre-award qualification meeting to determine the responsibility and capacity of the bidder to perform. Award may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- F. The bidder's performance as prime or subcontractor on previous County contracts will be taken into account in evaluating the responsibility of a responding bidder.
- G. All tie bids will be resolved in consonance with current written procedure in that regard.
- H. A vendor wishing to protest any award decision resulting from this solicitation must do as provided for 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 each of 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 hereof, 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 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 bidder's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize 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 the current 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 the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

3.20 SUBCONTRACTING

Unless otherwise stipulated 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 attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the contract by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection with the contract, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred. 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 save harmless and defend the County or its officers, employees, agents and instrumentalities as provided in 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 the contract, in part or in whole, or effect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated 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 or 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 material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.29 RIGHT TO AUDIT

The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The contractor shall provide access to all of its records, which relate directly or indirectly to 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 the contract. 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 or 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 CONSULTANT must expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT 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 CONSULTANT 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 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 from the contract, 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 ITB must 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 will act as the prime contractor and will assume full responsibility for successful performance of 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 will 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 and 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 will 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 must 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 must be made within one (1) year following the end of the contract.

3.37 GRANT FUNDING

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

3.38 TOBACCO PRODUCTS

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

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

ITB TITLE: Roof Repair Services on An As-Needed Basis

NOTES:

- When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. **However, the vendor will be responsible for payment of taxes on all materials purchased by the vendor for incorporation into the project (see provision 3.8 for further detail).**
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being “estimated” quantities, vendors are advised to review the “Estimated Quantities” clause contained in Section 3 of this solicitation.
- Any bid containing a modifying or “escalator” clause not specifically allowed for under the solicitation will not be considered.
- Unit prices 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 the contract, 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:
The vendor must list below the dates of issue for each addendum received in connection with this ITB:
Addendum #1, Dated: _____
Addendum #2, Dated: _____
Addendum #3, Dated: _____
Addendum #4, Dated: _____
Part II:
<input type="checkbox"/> No Addendum was received in connection with this ITB.

PRICING SECTION

Item No.	Description	UOM	Unit Price
1	Lead Worker - Regular Hours	HOUR	\$
2	Helper - Regular Hours	HOUR	\$
3	Lead Worker - After Hours	HOUR	\$
4	Helper - After Hours	HOUR	\$
5	Materials Percentage Markup (Not to Exceed 15%)	PERCENT	%

Vendor’s State of Florida Certified General Contractor, Certified Building Contractor or Certified Roofing Contractor License
 Number: _____

By Signing this Bid, 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 bid document and any contracts or other transactions required by award of this solicitation.

Purchasing Agreements with Other Government Agencies

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize 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 VISA-based Payment System

Vendor will accept payment through the County VISA- based 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.

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

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. 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

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

Award of Contract by the County: (Official Use Only)	
By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.	
Vendor awarded as:	
<input type="checkbox"/> Sole vendor	<input type="checkbox"/> Pre-qualified pool vendor based on price
<input type="checkbox"/> Pre-qualified pool vendor (spot bid)	<input type="checkbox"/> Primary vendor for items: _____
<input type="checkbox"/> Secondary vendor for items: _____	<input type="checkbox"/> Other status: _____
Signature of authorized County official:	_____ Date: _____
Printed name:	_____ Title: _____

SECTION 5 - ATTACHMENTS

THE FOLLOWING DOCUMENTS ARE ATTACHED

Attachment 1: Work References

Attachment 2: Vendor Profile Form

Attachment 3: Similar Projects Form

Attachment 4: Facilities Sample Agreement

WORK REFERENCES

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone/email	
Dates of Service	
Type of Service	
Comments:	

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone/email	
Dates of Service	
Type of Service	
Comments:	

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone/email	
Dates of Service	
Type of Service	
Comments:	

VENDOR PROFILE FORM

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

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.)

<u>Project Name, Entity Name, Address & Location</u>	<u>Contact Person:</u>
Completion Date (Actual or Estimated) _____ Project Cost: \$ _____	<u>Title:</u> <u>Telephone Number/Email</u>
<u>Scope of Entire Project:</u> List the tasks accomplished (Attach samples of deliverables, outlines or descriptions of items).	
<u>Firm's personnel (name/project assignment) that worked on the stated project that will be assigned to the County's project.</u>	