

SUBMIT TO: COUNTY OF VOLUSIA PURCHASING & CONTRACTS 123 W. INDIANA AVE., RM. 304 DELAND, FL 32720-4608		INVITATION TO BID											
CONTACT PERSON: Pam Wilsky 386-822-5779	AN EQUAL OPPORTUNITY EMPLOYER												
DELAND: 386-736-5935 DAYTONA BEACH: 386-257-6000 NEW SMYRNA BEACH: 386-423-3300													
TITLE: Fire Protection Sprinkler System Inspections, Repairs and Parts		NUMBER: 10-B-98PW	SUBMITTAL DEADLINE: Wednesday, July 7, 2010 at 3:00PM EST										
PRE BID DATE, TIME AND LOCATION: Friday, June 18, 2010 at 9:00AM EST, Purchasing Conference Room 123 W. Indiana Ave. RM 301 DeLand, FL 32720			<i>SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE CONSIDERED</i>										
FIRM'S NAME:	The vendor acknowledges that information provided in this bid is true and correct. x _____ Authorized Signature _____ Typed Name _____ Title Date												
MAILING ADDRESS:													
CITY – STATE – ZIP:													
TELEPHONE NO:													
FAX NO:													
FEDERAL ID NO. OR SOCIAL SECURITY NO.													
THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE GENERAL CONDITIONS AND INSTRUCTIONS ***** PLEASE READ CAREFULLY *****													
Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public openings or meetings sponsored by the Volusia County Purchasing and Contracts Division shall contact the Division office in DeLand at 386-736-5935, at least two (2) days prior to the scheduled opening or meeting.													
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- 10. PRICING:** Unless otherwise specified prices offered shall remain firm for a period of at least sixty (60) days; all pricing of goods shall include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point(s) within the County to a secure area or inside delivery; all prices of services shall include all expenses necessary to provide the service at the location specified.
- 11. ADDITIONAL TERMS & CONDITIONS:** The County of Volusia reserves the right to reject offers containing terms or conditions contradictory to those requested in the invitation specifications.
- 12. TAXES:** The County of Volusia is exempt from Federal Excise Taxes and all sales taxes. Florida State Exemption Certificate No. 74-07-059158-53C.
- 13. DISCOUNTS:** All discounts except those for prompt payment shall be considered in determining the lowest net cost for evaluation purposes.
- 14. MEETS SPECIFICATIONS:** The offeror represents that all offers to this invitation shall meet or exceed the minimum requirements specified.
- 15. BRAND NAME OR EQUAL:** If items requested by this invitation have been identified in the specifications by a Brand Name "OR EQUAL" description, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of products that will be acceptable. Offers proposing "equal" products will be considered for award if such products are clearly identified in the offer and are determined by the County to meet fully the salient characteristic requirements listed in the specifications.

Unless the offeror clearly indicates in his/her offer that he/she is proposing an "equal" product, the offer shall be considered as offering the same brand name product referenced in the specifications.

If the offeror proposes to furnish an "equal" product, the brand name of the product to be furnished shall be clearly identified. The evaluation of offers and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the offeror. The Purchasing and Contracts Division is not responsible for locating or securing any information which is not identified in the response and reasonably available to the Purchasing and Contracts Division. To insure that sufficient information is available the offeror shall furnish as part of the response all descriptive material necessary for the Purchasing and Contracts Division to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the offeror proposes to furnish and what the County would be binding itself to purchase by making an award.

- 16. SAMPLES:** When required, samples of products shall be furnished with response to the County at no charge. Samples may be tested and will not be returned to the offeror. The result of any and all testing shall be made available upon written request.
- 17. SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.
- 18. GOVERNING LAWS:** Any agreement to purchase resulting from this invitation shall be governed by the laws, regulations, and ordinances of the State of Florida and the County of Volusia, Florida. Venue shall be non-jury in the Circuit Court of Volusia County, Florida.
- 19. ASSIGNMENT:** Any agreement to purchase issued pursuant to this invitation and award thereof and the monies which may become due hereunder are not assignable except with the prior written approval of the County Director of Purchasing and Contracts.
- 20. CONTENT OF INVITATION/RESPONSE:** The contents of this invitation, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested herein shall supersede the requirements of the "GENERAL CONDITIONS AND INSTRUCTIONS."
- 21. LIABILITY:** The supplier/provider shall hold and save the County of Volusia, its officers, agents, and employees harmless against claims by third parties resulting from breach of contract or negligence by the supplier/provider.
- 22. PATENTS, COPYRIGHT, AND ROYALTIES:** The supplier/provider, without exception, shall indemnify and save harmless the County of Volusia, its officers, agents and employees from liability of any nature of kind, including cost and expenses for or on account of any copyrighted, registered, patented, or unpatented invention, process, or article manufactured or used in the provision of goods and/or

services, including use by the County of Volusia. If the supplier/provider uses any design, device, or materials covered by letters, patent, copyright, or registration, it is mutually agreed and understood without exception that the quoted price shall include all royalties or costs arising from the use of such design, device, or materials in any way involved.

- 23. TRAINING:** Unless otherwise specified suppliers/providers may be required at the convenience of and at no expense to the County to provide training to County personnel in the operation and maintenance of any item purchased as a result of this invitation.
- 24. ACCEPTANCE:** Products purchased as a result of this invitation may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at bidder's expense. Those items and items not delivered by the delivery date specified in accepted offer and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder.
- 25. SAFETY WARRANTY:** Any awarded supplier/provider including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use thereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.
- 26. WARRANTY:** The offeror agrees that, unless otherwise specified, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the offeror gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the County of Volusia by any other provision of the invitation/offer.
- 27. AWARD:** As the best interest of the County may require, the County reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or on a countywide basis with one or more supplier(s) or provider(s); to reject any and all offers or waive any irregularity or technicality in offers received. Offerors are cautioned to make no assumptions unless their offer has been evaluated as being responsive. Any or all award(s) made as a result of this invitation shall conform to applicable ordinances of the County of Volusia, Florida.
- 28. VIOLATIONS:** Any violation of any of the stipulations, terms, and/or conditions listed and/or included herein may result in the offeror/bidder being removed from the County Bid list and the offeror/bidder being disqualified from doing business with the County for a period of time to be determined on a case-by-case basis.
- 29.** For purposes of this Invitation and evaluation of responses hereto the following shall apply: unit prices shall prevail over extended prices; written matter shall prevail over typed matter; numbers spelled in word form shall prevail over Arabic numerals ("one" over "1"). When not inconsistent with context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

30. DEFINITIONS:

COUNTY – The term "County" herein refers to the County of Volusia, Florida, and its duly authorized representatives and any jurisdiction within Volusia County.

OFFEROR – The term "offeror" used herein refers to any dealer, manufacturer, representative, distributor, or business organization submitting an offer to the County in response to this invitation.

BIDDER – The term "bidder" used herein refers to any dealer, manufacturer, representative, distributor, or business organization that will be or has been awarded a contract and/or purchase order pursuant to the terms and conditions of the invitation and accepted offer.

USING AGENCY – The term "using agency" used herein refers to any department, division, agency, commission, board, committee, authority, or another unit in the County government using supplies or procuring contractual services as provided for in the Purchasing Ordinance of the County of Volusia, Florida.

HEAVY DUTY - The item(s) to which the term "Heavy Duty" is applied shall exceed the usual quality and/or capacity supplied with standard production equipment and shall be able to withstand unusual strain, exposure, temperature, wear and use.

**THE COUNTY OF VOLUSIA RESERVES THE RIGHT TO REJECT ANY OR ALL OFFERS,
TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY OFFER
AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE COUNTY**

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The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed Bids to furnish **Fire Protection Sprinkler Systems Inspections, Repairs and Parts** for the County of Volusia, Florida.

1.0 SCOPE OF WORK

The County of Volusia is seeking a qualified firm to perform quarterly plus an annual test/inspection of building Fire Protection Sprinkler System (FPSS) per applicable National Fire Protection Association (NFPA) standards, specifically per NFPA 25 as a minimum. The requirements of the local authority having jurisdiction where the FPSS is located shall also apply, as well as, FPSS equipment manufacture's requirements. The inspection shall include the five year obstruction testing as required.

The County currently has 29 facilities requiring the above-mentioned testing. They are detailed on Attachment A. The County reserves the right to add or delete sites as needed. The bid shall be for an annual price to include the quarterly plus annual test/inspections and five year obstruction test as specified above but shall not include backflow testing. During FPSS inspection/testing, if any deficiencies are found on the FPSS the Contractor shall immediately report the condition to the building manager or designee and establish a prompt action plan for correcting the condition. If a designated person is not available for reporting the deficiency, the Contractor shall call the Central Services Division at 386 248-1760. The Rules of the Florida State Fire Marshall are applicable to this condition, specifically Rule 69A-46.041.

1.1 Additional Services

In addition to quarterly and annual inspections, the systems may also require repairs on an as-needed basis. Repairs shall not include new installations and/or modifications of existing FPSS systems or other types of fire prevention systems. The vendor shall bid an hourly rate for repair services. This rate shall be inclusive of labor, travel time, and equipment to perform repairs. The vendor shall bid a discount off of list for replacement parts. This discount shall be clearly stated on the invoice. Vendors shall respond within 2 hours for emergency service calls and within one (1) business day for standard service call.

The vendor shall provide pricing for Microbiological Water Testing on an as required basis.

1.2 Backflow Testing

Backflow testing shall be provided for under a separate contract and shall not be included in this ITB.

2.0 GENERAL TERMS & CONDITIONS

2.1 Bid Closing Date

Bids must be received by the Volusia County Purchasing and Contracts Office, Room **304**, Third Floor, 123 West Indiana Avenue, DeLand, FL, 32720-4608, no later than **3:00 p.m., local time, on Wednesday, June 30, 2010**. Bids received after this time will not be considered.

2.2 Proposed Schedule

June 8, 2010Invitation to Bid Available
 June 18, 2010Pre-bid Conference
 July 7, 2010Bid Closing Date
 July, 2010Planned Award Date

2.3 Delivery of Bids

All Bids shall be sealed and delivered or mailed to (faxes/e-mails will *not* be accepted):
 County of Volusia, Florida
 Purchasing and Contracts Office, Room **304**
 123 West Indiana Avenue, 3rd floor
 DeLand, Florida 32720-4608

Mark package(s) **“Bid #10-B-98PW Fire Protection Sprinkler System Inspections, Repairs, and Parts”**

Note: Please ensure that if a third party carrier (Federal Express, Airborne, UPS, USPS, etc.) is used, that the third party is properly instructed to deliver the Bid Submittal **only** to Room **304**, in the Purchasing and Contracts Office on the third (3rd) floor at the above address. To be considered, **a Bid must be received and accepted in the Purchasing and Contracts Office before the Bid closing date and time.**

2.4 Pre-Bid Conference

- A. A pre-Bid conference will be held in the Purchasing Conference Room, 123 W. Indiana Avenue, 3rd Floor, DeLand, FL, at 9:00 a.m., local time, Friday, June 18, 2010. While this is not mandatory, all interested parties are encouraged to attend and participate.
- B. In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities and who need special accommodations to participate in the proceedings should contact the Volusia County Purchasing and Contracts Office in DeLand with a written request at least two (2) business days prior to the meeting date. Facsimiles are acceptable and may be sent to 386-736-5972.

2.5 Public Bid Opening

- A. Pursuant to Section 119.071(1)(b)1.a, Florida Statutes, bids or proposals (“responses”) and the completed tabulation will be available for inspection within ten (10) days of response opening. Contact the Purchasing and Contracts Office during regular business hours to inspect responses and the completed tabulation or go to <http://vcservices.vcgov.org/bidlistnet1/> for inspection of the completed tabulation. The foregoing notwithstanding, if, prior to the County’s making responses available for inspection, the County rejects all responses and concurrently provides notice of the County’s intent to reissue the solicitation, then the County may avail itself of the exemption for rejected responses set forth in Section 119.071(1)(b)1.b, Florida Statutes, to the extent such section may apply.
- B. In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities and who need special accommodations to participate in the proceedings should contact the Volusia County Purchasing and Contracts Office in DeLand with a written request at least two (2) business days prior to the meeting date. Facsimiles are acceptable and may be sent to 386-736-5972.

2.6 Bid Submittal Form

- A. See **Submittal Requirements** for complete details

Note: **It is not necessary to return every page of this document with the bid proposal; return only the pages that require signatures or information.**

- B. Each bidder shall submit six (6) complete sets of the Bid Submittal:
 - **One (1)** hard copy marked “ORIGINAL”
 - **Four (4)** hard copies marked “COPY”
 - **One (1) COMPLETE electronic copy on a CD in PDF format (Excel spreadsheets shall not be recorded in PDF).**

Note the solicitation number and name of company on the disk.

**DO NOT SEND CONFIDENTIAL INFORMATION,
PROPRIETARY INFORMATION, OR TRADE SECRETS**

- C. The Invitation to Bid page and the Bid Submittal Form must be signed by an official authorized to legally bind the bidder to all bid provisions.
- D. Terms and conditions differing from those in this Bid shall be cause for disqualification of the Bid Submittal.

2.7 Questions/Exceptions re: Bid #10-B-98PW

- A. It is incumbent upon each respondent to carefully examine this solicitation's specifications, scope of work/service, terms, and conditions. Questions and exceptions concerning any section of this bid shall be directed by letter, facsimile transmission or by e-mail to the Procurement Analyst named in 2.7, B, below, who shall be the official point of contact for this bid. Questions and exceptions shall be submitted no later than fourteen (14) days before the closing date. Thereafter, no further questions or exceptions will be accepted or reviewed by the County and respondents' right to submit questions or exceptions will terminate and any questions or exceptions not previously made shall be deemed waived. The issuance of a written addendum is the only official method by which interpretation, clarification, or additional information can be given and oral representations will not be binding on the County.
- B. Mark cover page or envelope(s) **"Questions/Exceptions re: Bid #10-B-98PW, "Fire Protection Sprinkler System Inspections, Repairs and Parts"**

Submit questions to:

Pam Wilsky, Procurement Analyst
 Telephone:.....386-822-5779
 Fax:386-736-5972
 E-mail:.....pwilsky@co.volusia.fl.us

- C. If it becomes necessary for the County to revise any part of this ITB, an addendum will be posted on the County's web site. **It is each respondent's responsibility to check the Volusia County web site for any addenda at <http://vcservices.vcgov.org/bidlistnet1>. Each respondent should ensure that they have received all addenda to this ITB before submitting their proposal.** In their proposals, respondents must provide proof of receipt of each addendum by signing and returning each addendum to the County. **FAILURE TO PROVIDE THIS PROOF MAY CAUSE RESPONDENT'S PROPOSAL TO BE RENDERED NON-RESPONSIVE.**
- D. **EACH ADDENDUM ISSUED BY THE COUNTY SHALL BECOME A MATERIAL PART OF THIS SOLICITATION AND SHALL BE THE FINAL DECISION ON THE SUBJECT OF THE ADDENDUM.**

2.8 Award

The County reserves the right to award the contract to the bidder(s) that the County deems to offer the lowest responsive and responsible bid(s), as defined elsewhere in this solicitation. The County is therefore not bound to accept a bid based only on lowest price. In addition, the County has the sole discretion and reserves the right to cancel this Bid, to reject any/all bids, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the County to do so. Nothing prohibits the County from

rejected/rebidding when responses exceed budget and the County must change the solicitation to lower costs. The County also reserves the right to make multiple awards based on experience and qualifications or to award only a portion of the items and/or services specified, if deemed to be in the County's best interest or award only a portion of the solicitation. The County of Volusia shall not be listed as a reference.

2.9 Definition of Responsive and Responsible for this Bid

Each bid submittal shall be evaluated for conformance as responsive and responsible using the following criteria:

- A. Proper submittal of ALL documentation as required by this bid. (Responsive)
- B. The greatest benefits to Volusia County as it pertains to: (Responsible)
 - 1. Total Cost
 - 2. Past Performance. In order to evaluate past performance, all bidders are required to submit a list of references / relevant projects completed within the last 3 years that are the same or similar in magnitude to this ITB.
 - 3. Response Time
 - 4. All technical specifications associated with this bid.

Bidders are reminded that award may not necessarily be made to the lowest bid. Rather, award will be made to the lowest responsive, responsible, bidder whose bid represents the best overall value to the county when considering all evaluation factors.

2.10 Other Agencies

- A. All bidders awarded contracts from this Bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.
- B. It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded bidder(s).

2.11 F.O.B. Point

The F.O.B. point for this contract and for all purchases made under it shall be as specified by the using department (in accordance with the Bid Submittal Form), in Volusia County, Florida. Delivery will not be complete until the using department has accepted each item. Delivery to a common carrier shall not constitute delivery to the ordering agency. All disputes shall be between the seller/bidder and the carrier.

2.12 Assignment

The awarded bidder shall not assign, transfer, convey, sublet, or otherwise dispose of any award or of any of its rights, title, or interests therein, without the prior written consent of the County of Volusia, Director of Purchasing and Contracts. County Council shall approve any requests for assignments and/or sub-letting of leasing contracts prior to responding to such requests.

2.13 Contract

- A. The contents of this Bid and all provisions of the successful proposal deemed pertinent by the County may be incorporated into a contract and become legally binding. A separate contract document, other than the purchase order, will not be issued.
- B. The Director of Purchasing and Contracts, County Manager, and County Chair are the sole Contracting Officers for the County of Volusia, Florida, and only they or their designee are authorized to make changes to any contract.
- C. The County shall be responsible for only those orders placed by the County on an authorized signed Purchase Order or Master Agreement. The County shall not be responsible for any order, change, substitution, or any other discrepancy from the Purchase Order or Master Agreement. If there is any question about the authenticity of a Purchase Order, Master Agreement, or change order, the bidder should promptly contact the Purchasing and Contracts Office at 386-736-5935.

2.14 Disclosure of Bid Content

- A. All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this Bid. Selection or rejection of any Bid Submittal does not affect this right.
- B. The County of Volusia, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.).

2.15 Bidder's Responsibility

The bidder, by submitting a Bid, represents that:

- A. The bidder has read and understands the Invitation to Bid in its entirety and that the Bid is made in accordance therewith, and;
- B. The bidder possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County, and;
- C. The Bidder has made all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the

contract and to verify any representations made by the County of Volusia, Florida, upon which the bidder will rely. If the bidder receives an award because of its Bid Submittal, failure to have made such investigations and examinations will in no way relieve the bidder from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the bidder for additional compensation or relief.

- D. The Bidder will be held responsible for any and all discrepancies, errors, etc., in discounts or rebates which are discovered during the contract term or up to and including three (3) fiscal years following the County's annual audit.

2.16 Payment Terms

- A. The County will remit full payment on all undisputed invoices within 45 (forty-five) days from receipt by the appropriate person(s) (to be designated at time of contract) of the invoice(s) or receipt of all products or services ordered.
- B. Pursuant to Chapter 218, Florida Statutes, the County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within 30 (thirty) days after receipt of the entire order of the commodity or service AND a properly completed invoice, whichever is later.
- C. The County has the capability of Electronic Transfer of Funds (ETF). List any discounts for prompt payment and/or willingness to accept Electronic Transfer of Funds (ETF) and the discount to be applied to such payments.
- D. ***By submitting a Bid (offer) to the County of Volusia, Florida, the bidder expressly agrees that, if awarded a contract, the County may withhold from any payment monies owed by the bidder to the County for any legal obligation between the bidder and the County including, but not limited to, real property taxes, personal property taxes, fees, and commissions.***

2.17 Special Conditions

These County facilities are administrative facilities that provide services to the Volusia County public and any agencies that it serves. As such, activities in all buildings are critical to the provisioning of services to the public and shall not be interrupted by the bidder's work activities.

2.18 Certificates

The County reserves the right to require proof that the bidder is an established business and is abiding by the ordinances, regulations, and laws of their community and the State of Florida, such as but not limited to: Business Tax Receipts, Business Licenses, Florida Sales Tax Registration, Federal Employers Identification Number.

2.19 Minor Irregularities

The County reserves the right to waive minor irregularities in Bid Submittals, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County's best interests, and will not affect the outcome of the selection process by giving the bidder an advantage or benefit not enjoyed by other bidders.

2.20 Sovereign Immunity

The County expressly retains all rights, benefits, and defenses of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity of limits of liability of the County beyond any statutory limited waiver or immunity of limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the County for damages regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount set by the legislature for tort. Nothing in this section shall be deemed to relieve the County from paying for services rendered by Contractor. Nothing in this Agreement shall inure to the benefit on any third party for the purpose of allowing any claim against the County, which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

2.21 Licenses, Certificates, and Permits

- A. The County reserves the right to require proof that the respondent is an established business and is abiding by the ordinances, regulations, and laws of their community and the state of Florida, such as but not limited to: Business Tax Receipts, business licenses, Florida sales tax registration, Federal Employers Identification Number, AND;
- B. If a license is required, the respondent shall be licensed to perform the required work in accordance with the laws of the State of Florida and local ordinances. Respondent shall also verify that his/her subcontractors are licensed to perform the work in accordance with the laws of the State of Florida and local ordinances.

2.22 Insurance

The bidder shall secure and maintain, at its sole cost and expense during the contract term, the following insurance:

- Commercial General Liability – in the amount of \$3 million aggregate / \$1 million per occurrence. (policies shall be occurrence based)
- Liability – Auto, in the amount of \$100,000/300,000 / Any Auto

- Products Liability in the amount of \$1 million aggregate / \$1 million per occurrence (all policies shall be occurrence based)
- Workers Compensation – As required by Florida law.

All insurance policies shall be issued by insurers licensed to do business in the State of Florida and any insuring firm is required to have a minimum rating of A-, Class VIII, in the "Best Key Rating Guide" published by A.M. Best & Firm,

Requirements for bidders that qualify for an exemption under the Florida Worker's Compensation law in Chapter 440 Florida Statutes are detailed below:

Incorporated or unincorporated firms with fewer than four employees shall be required to sign a *Hold Harmless Agreement* relieving the County of liability in the event they and/or their employees are injured while providing goods and/or services to the County. Bidders shall certify the number of employees, inclusive of owner/operators.

Incorporated or unincorporated firms with four or more employees shall be required to provide a copy of their "*Notice of Election to be Exempt*", along with valid proof of coverage for non-exempt employees.

The *Hold Harmless Agreement* mentioned above shall be returned with the bid proposal as detailed in the Submittal Requirements, if required.

The County reserves the right to request a copy of the complete insurance policy(ies) and any endorsements for the insurance referenced above. A certificate of insurance indicating that the bidder has coverage in accordance with the requirements herein set forth shall be furnished by the bidder to the County Representative prior to the execution of the contract and annually upon renewal thereafter. **The Bidder shall either cover any subcontractors and/or independent contractors on its policy or require the subcontractors to obtain coverage to meet all requirements for insurance contained herein.**

Bidder agrees that County will make no payments pursuant to the terms of the contract until all required proof or evidence of insurance has been provided to the County Representative. Bidder agrees that the insurer shall waive its rights of subrogation, if any, against the County on Commercial General Liability and Workers Compensation insurance coverage. The ACORD certificate of Liability Insurance, with endorsements shall be completed by the authorized Resident Agent and returned to the Purchasing and Contracts Office. This certificate shall be dated and show:

- A. The name of the insured bidder, the specified job by name, name of the insurer, the number of the policy, its effective date and its termination date.
- B. Statement that the Insurer will mail notice to the County at least 30 (thirty) days prior to any material changes in provisions or cancellation of the policy.

C. County shall be named as an additional insured on Commercial General Liability Insurance.

Loss Deductible Clause: The County shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the bidder and/or sub-consultant providing such insurance.

2.23 Safety

The bidder shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. The bidder shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. The bidder shall indemnify and hold harmless the County from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the County because of the bidder, sub-contractor, or supplier's failure to comply with the regulations.

2.24 Governing Law and Venue

All legal proceedings brought in connection with this Contract shall only be brought in a state or federal court located in the State of Florida. Venue in state court shall be in Volusia County, Florida. Venue in federal court shall be in the United States District Court, Middle District of Florida, Orlando division. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this Contract. In the event that a legal proceeding is brought for the enforcement of any term of the contract, or any right arising therefrom, 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.

All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Contract shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

2.25 Additional Terms

The attached Invitation to Bid cover page contains additional terms and conditions. These written specifications take precedence over terms and conditions on the Invitation to Bid Page.

2.26 Award Term

The County is looking to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the successful Contractor(s)

shall be awarded a contract for an initial three-year term with two subsequent one-year renewals.

All renewals will be contingent upon mutual written agreement and, when applicable, approval of County Council.

2.27 Wage Price Redetermination

A. The bidder may petition the Director of Purchasing and Contracts for a price redetermination on the anniversary date of the contract. Any price redetermination will be solely based upon changes as documented by the Employment Cost Index (ECI) as published by the Bureau of Labor Statistics. The base index number will be the base for the quarter in which the bid opens. The initial redetermination index number will be for the same quarter in which the bid closed on an annual basis. Refer to Employment Cost Index, for Total Compensation, Private Industry, Index Number and Occupational Group at <http://data.bls.gov/PDQ/outside.jsp?survey=ci>. The base figure will be tied to natural resources, construction, and maintenance under the heading Service Providing Industries.

B. The calculation is demonstrated in the following example.

[Example: March 2007 Index = 100.8, March 2008 Index = 104.1; $104.1 \div 100.8 = 1.0327$, therefore the maximum increase = 3.3%].

C. If the federal government increases the minimum wage during the term of the contract and any renewal, the bidder may petition the Director of Purchasing and Contracts for price redetermination for those job categories where the pay to the bidder's employee is the current minimum wage. The County will grant an increase of exactly the amount of the minimum wage increase [not the percentage increase]. The bidder must increase the pay to the employee by the amount the bidder wants increased. The amount paid to the bidder will be the increase plus any written and documented increase in FICA, Medicare, and Workers' Compensation insurance. The bidder must supply written documentation of any other increase that is beyond the scope and control of the bidder. All written documentation must satisfy the reasonable expectations of the Director of Purchasing and Contracts and Internal Auditor.

[Example: minimum wage increases from \$5.75 to \$6.00 per hour. The bidder's Bid amount for category X to the employee is \$5.75, and the billed rate is \$6.60. The bidder may petition for an increase of \$0.25 per hour to be paid to the employee and a billed rate of \$6.85 + written and documented cost increases for FICA, Medicare and Workers' Compensation.]

D. If the County and the bidder cannot agree on the price redetermination, then the contract will expire without prejudice. The County reserves the right to award any classification(s) from an expired contract to the next lowest responsive and responsible bidder that is still under contract.

- E. If the bidder bills the County at a higher price according to any price redetermination granted by the County, and the bidder fails to increase the hourly rate paid to the employee for the same period, the bidder will be considered in contract default and the contract will be immediately terminated.

2.28 Price Redetermination - Fuel

The bidder may petition the Director of Purchasing and Contracts for price redetermination if/when the price of fuel increases by a minimum of ten (10%) percent. If the bidder petitions for such an increase, the bidder shall also petition for a price redetermination decrease if/when the price of fuel decreases by a minimum of ten (10%) percent; failure to make such petition, may be grounds for Agreement termination.

Any price redetermination will be based solely upon changes as documented by the Producer Price Index (PPI) for the commodity "Gasoline - WPU0571" or "#2 diesel fuel - WPU057303" as published by the Bureau of Labor Statistics, which can be found on-line at <http://stats.bls.gov>. The base index number will be the month of bid opening. Any subsequent price redeterminations shall use the last price redetermination as the "base index number". Subtracting the base index number from the current index number and dividing the result by the base index number calculates the maximum percentage increase allowed. Any price redetermination will include all items awarded to the percentage contributing to the total cost for providing the product/service.

If the County and the bidder cannot agree on any price redetermination, then the contract will expire. Bidders shall provide documentation to illustrate what percentage of the price is related to fuel, as the increase shall be calculated based upon the percentage of the cost associated to the cost of fuel (see example below). Failure to provide the detailed cost analysis with each request for a price redetermination due to fuel price escalation shall preclude any price redetermination due to fuel costs.

Example:

- Ten (10%) percent of the cost to provide product/service is attributed to the cost of fuel.
- Current PPI is 264.52 264.52
- PPI in the month the bid opened was 158.73 -158.73
- 105.79
- 105.79 divided by 158.73 = 66.7% increase on **10% of Total Cost**
- The unit cost of the service is \$100.00
- 10% of \$100.00 = \$10.00
- \$10.00 x .667 = \$6.67
- New unit price for the product/service is \$106.67

If the Director of Purchasing and Contracts grants an increase in the contract price based upon increases in gasoline and/or diesel prices, then the Director may also adjust the contract price downward if the cost of gasoline and/or diesel decreases by ten percent (10%) or more from the date of the last increase in the contract price.

This clause may be used in addition to any other price redetermination clause in this invitation provided it does not duplicate such increase. For example, if a PPI increase is also allowed to the remaining costs (see example above), it shall not exceed the remaining ninety **(90%) percent of Total Costs**. If the County and the bidder cannot agree on any price redetermination, then the contract will expire without prejudice 30 (thirty) days after the impasse is reached.

2.29 Unusual Costs

The Bidder may petition the County at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one year. If the Bidder petitions for such an increase, the Bidder shall also petition for a rate reduction on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one year; failure to make such petition may be grounds for Agreement termination.

The Bidder's request shall contain substantial proof and justification to support the need for the rate adjustment. The County may request from the Bidder, and the Bidder shall provide, such further information as may be reasonably necessary in making its determination. The County shall approve or deny the request, in whole or in part, within 60 (sixty) days of receipt of the request and all other additional information required by the County. Any price redetermination shall be solely based upon the documentation provided and the County reserves the right to rescind any price relief granted should the circumstances change and prices go down.

2.30 Material Safety Data Sheet

In accordance with Chapter 442 of the Florida Statutes, it is the bidder's responsibility to identify and to provide to the Volusia County Purchasing and Contracts Office a Material Safety Data Sheet for any material, as may apply to this procurement.

2.31 Waiver of Claims

Once this contract expires, or final payment has been requested and made, the awarded bidder shall have no more than 30 (thirty) calendar days to present or file any claims against the County concerning this contract. After that period, the County will consider the bidder to have waived any right to claims against the County concerning this agreement.

2.32 Termination / Cancellation of Contract

The County reserves the right to cancel the contract without cause with a minimum 30 (thirty) days' written notice.

Termination or cancellation of the contract will not relieve the bidder of any obligations for any deliverables entered into prior to the termination of the contract (i.e., reports, statements of accounts, etc., required and not received).

Termination or cancellation of the contract will not relieve the bidder of any obligations or liabilities resulting from any acts committed by the bidder prior to the termination of the contract.

The bidder may cancel the resulting contract with 180 (one hundred-eighty) days **written** notice to the Director of Purchasing and Contracts. Failure to provide proper notice to the County may result in the bidder being barred from future business with the County.

2.33 Termination for Default

The County's Contract Administrator shall notify the bidder, in writing, of deficiencies or default in the performance of its duties under the Contract. Three separate documented instances of deficiency or failure to perform in accordance with the specifications contained herein shall constitute cause for termination for default, unless explicitly specified to the contrary elsewhere within this solicitation. It shall be at the County's discretion whether to exercise the right to terminate. Bidder shall not be found in default for events arising due to acts of God.

2.34 Termination for County's Convenience

The performance of work under this contract may be terminated in accordance with this clause in whole, or from the time in part, whenever the County representative shall determine that such termination is in the best interest of the County. Any such termination shall be effected by the delivery to the bidder of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon such termination for convenience, bidder shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the County shall have no other obligations to bidder. Bidder shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date.

2.35 Incurred Expenses

This ITB does not commit the County of Volusia to award a contract, nor shall the County of Volusia be responsible for any cost or expense which may be incurred by the bidder in preparing and submitting the Submittal called for in this ITB, or any cost or expense incurred by the bidder prior to the execution of a contract agreement.

2.36 Minimum Specifications

The specifications listed in the Scope of Service are the minimum required performance specifications for this ITB. They are not intended to limit competition nor specify any particular bidder, but to ensure that the County receives quality services.

2.37 Compliance with Laws and Regulations

The bidder shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Bidder shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The bidder shall protect and indemnify County and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by bidder, its representatives, sub-contractors, sub-consultants, professional associates, agents, servants, or employees.

At time of bid submittal, bidder shall hold the required licensure to be the prime contractor for all work to be performed under the bid contract. If bidder proposes to use a subcontractor or sub-consultant to perform any work under the bid contract such subcontractor and/or sub-consultant shall, at the time of bid submittal, hold the required licensure for all work to be performed under this bid contract as a subcontractor and shall maintain such license(s) in full force and effect during the term of this bid contract. All licenses and permits required to perform bidder's duties under this bid contract whether such license or permit is required by the federal government, State of Florida, Volusia County, or any municipality, shall be at bidder's sole cost and expense, and shall not be a cost of the County. All required licenses and permits shall be maintained in full force and effect during the term of this bid contract.

2.38 Indemnification of County

The bidder shall indemnify, hold harmless, and defend the County, its officers, agents, and employees, from or on account of any claims, losses, expenses, injuries, damages, or liability resulting or arising solely from bidder's performance or nonperformance of services pursuant to this contract, excluding any claims, losses, expenses, injuries, damage, or liability resulting or arising from the actions of County, its officers, agents, or employees. The indemnification shall obligate the bidder to defend, at its own expense or to provide for such defense, at County's option, any and all claims and suits brought against County that may result from bidder's performance or non-performance of services pursuant to the contract.

2.39 Records & Right to Audit

The bidder shall maintain such financial records and other records as may be prescribed by the County or by applicable federal and state laws, rules, and regulations. The bidder shall retain these records for a period of three (3) years after final payment, or until the County audits them, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the County, its designees, or other entities authorized by law.

2.40 Change in Scope of Work/Service

- A. The County may order changes in the work/service consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the bidder that the scope of the project or of the bidder's services has been changed, requiring changes to the amount of compensation to the bidder or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the County Representative, County Director of Purchasing and Contracts, and the bidder.
- B. If the bidder believes that any particular work/service is not within the scope of work/service of the contract, is a material change, or will otherwise require more compensation to the bidder, the bidder must immediately notify the County's Representative in writing of this belief. If the County's Representative believes that the particular work/service is within the scope of the contract as written, the bidder will be ordered to and shall continue with the work/service as changed and at the cost stated for the work/service within the scope. The bidder must assert its right to an adjustment under this clause within 30 (thirty) days from the date of receipt of the written order.
- C. The County reserves the right to negotiate with the awarded bidder(s) without completing the competitive bidding process for materials, products, and/or services similar in nature to those specified within this ITB for which requirements were not known when the ITB was released.

2.41 Modifications Due to Public Welfare or Change in Law

The County shall have the power to make changes in the contract as the result of changes in law and/or ordinances of Volusia County to impose new rules and regulations on the bidder under the contract relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare. The County shall give the bidder notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the bidder. In the event any future change in Federal, State or County law or the ordinances of Volusia County materially alters the obligations of the bidder, or the benefits to the County, then the contract shall be amended consistent therewith. Should these amendments materially alter the obligations of the bidder, then the bidder or the County shall be entitled to an adjustment in the rates and charges established under the contract. Nothing contained in the contract shall require any party to perform any act or function contrary to law. The County and bidder agree to enter into good faith negotiations regarding modifications to the contract, which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the contract, the County and the bidder shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the bidder directly and demonstrably due to any modification in the contract under this clause.

2.42 Right to Require Performance

- A. The failure of the County at any time to require performance by the bidder of any provision hereof shall in no way affect the right of the County thereafter to enforce same, nor shall waiver by the County of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
- B. In the event of failure of the bidder to deliver services in accordance with the contract terms and conditions, the County, after due written notice, may procure the services from other sources and hold the bidder responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

2.43 Force Majeure

The County and the bidder will exercise every reasonable effort to meet their respective obligations as outlined in this ITB and the ensuing contract, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law or regulation, acts of God, acts or omissions of the other party, government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

2.44 Bidder's Personnel

During the performance of the contract, the bidder agrees to the following:

- A. The bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the bidder. The bidder agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The bidder, in all solicitations or advertisements for employees placed by or on behalf of the bidder, shall state that such bidder is an Equal Opportunity Employer.
- B. The bidder shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet federal, state, and local requirements related to their employment and position.
- C. The bidder certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended.

- D. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- E. The bidder shall include the provisions of the foregoing paragraphs A, B, C, and D, above, in every subcontract or purchase order so that the provisions will be binding upon each bidder.
- F. The bidder and any sub-contractor shall pay all employees working on this contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended.
- G. Any information concerning the County, its products, services, personnel, policies, or any other aspect of its business learned by the bidder or personnel furnished by the bidder in the course of providing services pursuant to the Agreement, shall be held in confidence and shall not be disclosed by the bidder or any employee or agents of the bidder or personnel furnished by the bidder, without the prior written consent of the County.

2.45 Claim Notice

The bidder shall immediately report in writing to the County's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The bidder agrees to cooperate with the County in promptly releasing reasonable information periodically as to the disposition of any claims, including a résumé of claims experience relating to all bidder operations at the County project site.

2.46 Contract/Bidder Relationship

The County of Volusia reserves the right to award one or more contracts to provide the required services as deemed to be in the best interest of the County.

Any awarded bidder shall provide the services required herein strictly under a contractual relationship with the County and is not, nor shall be, construed to be an agent or employee of the County. As an independent bidder the awarded bidder shall pay any and all applicable taxes required by law; shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The bidder shall be responsible for all income tax, FICA, and any other withholdings from its employees' or sub-contractor's wages or salaries. Benefits for same shall be the responsibility of the bidder including, but not limited to, health and life insurance, mandatory Social Security, retirement, liability/risk coverage, and workers' and unemployment compensation.

The independent bidder shall hire, compensate, supervise, and terminate members of its work force; shall direct and control the manner in which work is performed including

conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.

The independent bidder shall not be provided special space, facilities, or equipment by the County to perform any of the duties required by the contract, nor shall the County pay for any business, travel, or training expenses or any other contract performance expenses not explicitly set forth in the specifications.

The independent bidder shall not be exclusively bound to the County and may provide professional services to other private and public entities as long as it is not in direct conflict and does not provide a conflict of interest with the services to be performed for the County.

2.47 New Material

Unless otherwise provided for in this specification, the bidder represents and warrants that the goods, materials, supplies, or components offered to the County under this Bid solicitation are new, not used or reconditioned, and are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer. If the bidder believes that furnishing used or reconditioned goods, materials, supplies, or components will be in the County's interest, the bidder shall so notify the County Procurement Analyst in writing no later than ten (10) working days prior to the date set for opening of Bids. The notice shall include the reasons for the request and any benefits that may accrue to the County if the Procurement Analyst authorizes the Bidding of used or reconditioned goods, materials, supplies, or components.

2.48 Disadvantaged Business Enterprise Program

The County Council has adopted policies that assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged / minority / women-owned firms.

2.49 Damages

Due to the nature of the services to be provided and the potential impact to the County for loss, the bidder cannot disclaim consequential or inconsequential damages related to the performance of this contract. The bidder shall be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or sub-consultants. There are no limitations to this liability.

2.50 Conflict of Interest Form

All bidders shall properly complete, have notarized, and include with their Bid Submittal the attached form disclosing any potential conflict of interest that the bidder may have due to ownership, other clients, contracts, or interests associated with this project.

2.51 Definitions

As used in this Bid, the following terms shall have the meanings set forth below:

Bidder: That person or entity, including employees, servants, partners, principals, agents, and assignees of the person or entity that has submitted a bid proposal for the purpose of obtaining business with the County to provide the product and/or services set forth herein.

Construction Services: Means all labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvements to real property. The term "construction services" does not include contracts or work performed for the Department of Transportation.

Contract: The document resulting from this solicitation between the County and the Contractor, including this bid, along with any written addenda and other written documents, which are expressly incorporated by reference.

Contract Administrator: The Director of Purchasing and Contracts or designee shall serve as Contract Administrator. The Contract Administrator shall be responsible for addressing any concerns within the scope of the contract. Any changes to the resulting contract shall be made in writing and authorized by the Director of Purchasing and Contracts.

Contractor: That person or entity, including employees, servants, partners, principals, agents, and assignees of the person or entity that has submitted a bid proposal for the purpose of obtaining business with the County to provide the product and/or services set forth herein.

Contractor's Project Manager: The Project Manager has responsibility for administering this contract for the successful Bidder(s) and will be designated prior to the issue of the resulting Master Agreement or Purchase Order.

County: The word County refers to the County of Volusia, Florida.

County's Project Manager(s): The Project Manager(s) have responsibility for the day-to-day administration of the resulting contract for the County and will be designated prior to award of the resulting Master Agreement or Purchase Order.

Day: The word "day" means each calendar day or accumulation of calendar days.

Director: The Director of Purchasing and Contracts for the County of Volusia, FL.

Person or Persons: An individual, firm, partnership, corporation, association, executor, administrator, trustee, or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

Master Agreement: The payment vehicle through with the successful Bidder(s) shall be compensated. This agreement will be issued in accordance with the specifications, terms, and conditions of this Bid document and shall be valid for a specified period of time with a specific dollar value, which shall not be exceeded annually.

Turnkey Solution: A complete solution that is supplied, installed, or purchased in a condition ready for immediate use, occupation, or operation within a specified time frame.

3.0 SUBMITTAL REQUIREMENTS

(Submit in the following order)

3.1 Completed Invitation To Bid cover pages (includes two pages) with **documentation**, such as a Memorandum of Authority, that the executing individual is authorized to commit the firm to a contract. Clearly state the name, title, and contact information for the individual designated by the firm as contact point for any requests for additional information required by County.

3.2 Completed Bid Submittal Form (use attached form and Attachment A).

3.3 List at least **three (3) recent references** where the proposed service has been provided within the past 3 years. Use of the attached form will aid in evaluation. The County of Volusia shall not be listed as a reference.

3.4 Business Tax Receipt (BTR)

To be responsive to this solicitation, each Respondent who is currently required to have a Business Tax Receipt (BTR) at the time of submittal shall provide a copy of their current BTR in their **response** to this solicitation.

There are two exceptions to this bid submission requirement:

1. If Respondent's business does not have a physical location in Volusia County, no submission is required,

OR

2. If Respondent's business type is exempt, **submit with proposal** a *Proof of Exemption* approved by the Volusia County Revenue Director (see Section 8.0).

See <http://www.municode.com/resources/gateway.asp?pid=11665&sid=9> for Ch. 114, Article I, Sect. 114-1 of the Volusia County Code of Ordinances.

3.5 Evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. **Final forms must contain the correct solicitation and/or project number and Volusia County contact person.**

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the proposal.

Incorporated and unincorporated firms that qualify for an exemption under the Florida Workers' Compensation law in Chapter 440, Florida Statutes, shall submit an executed *Hold Harmless Agreement* relieving the County of liability in the event they and/or their employees are injured while providing goods and/or services to the County.

3.6 Conflict of Interest Form (USE ATTACHED FORM) All bidders shall properly complete, have notarized, and include with their Bid Submittal the attached statement

disclosing any potential conflict of interest that the bidder may have due to ownership, other clients, contracts, or interests associated with this project.

- 3.7 Addenda** issued subsequent to the release of this solicitation must be signed and returned with the firm's bid. **Failure to return signed addenda may be cause for the bid to be considered non-responsive.**
- 3.8 Taxpayer Identification Number (TIN) and Certification Form** – Include a completed TIN form. If the firm is not registered with Volusia County, on-line registration is available at www.volusia.org/purchasing under Vendor Self Service, which links to the registration site and the TIN form can be accessed through this site as well.

All bidders shall be prepared to supply a financial statement upon request, preferably a certified audit, but a third party prepared financial statement and the latest D & B report will be accepted

_____, 2010

4.0 BID SUBMITTAL FORM

TO: County of Volusia, Florida
Office of Director of Purchasing and Contracts
123 W. Indiana Avenue, Room 304
DeLand, FL 32720-4608

The undersigned hereby declare(s) that [firm name] _____
_____ has carefully examined the specifications to furnish:

Fire Protection Sprinkler Systems Inspections, Repairs and Parts

for which Bid Submittals were advertised to be received **no later than 3:00 p.m., local time, on Wednesday, July 7, 2010**, and further declares that the firm will furnish the Fire Protection Sprinkler Systems Inspections, Repairs and Parts according to specifications.

Complete Pricing on Attachment A

The County reserves the right to negotiate with the awarded vendor for additional services similar in nature not known at the bid closing and to add and delete sites as required.

Sole Proprietor ☐ Yes ☐ No Total number employees_____

F.O.B. Destination, freight allowed

The following information is required in order to be granted a price redetermination.

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances and other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?_____%

Which does the firm use: ☐ Diesel fuel or ☐ Gasoline?

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?....._____%

Response Time to Service Calls (1 business day minimum) _____Day

Response Time to Emergency Calls (2 hour minimum) _____Hours

Have you supplied all the Submittal Requirements outlined below?

- ☐ Invitation to Bid cover pages. (Includes two pages)
- ☐ Completed and executed Bid Submittal form
- ☐ References, in accordance with Section 2.9, *Definition of Responsive and Responsible*
- ☐ Licenses
- ☐ If you have a physical location in Volusia County, submit on of these:
 - ☐ Current **Business Tax Receipt**, OR ☐ **Proof of Exemption** Form
- ☐ Proof of Insurance

- ☐ Hold Harmless Agreement and/or Notice of Election to be Exempt, if required
- ☐ Conflict of Interest form
- ☐ Any addenda pertaining to this ITB
- ☐ Did you include a CD, as required in the section entitled **Bid Submittal Form**?

Prompt Payment Terms: _____ % _____ Days; Net 45 Days

Do you accept electronic funds transfer (ETF)? ☐ Yes ☐ No

The County of Volusia reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as they may deem to be in the best interest of the County.

I hereby certify that I have read and understand the requirements of this Invitation to Bid No. **10-B-98PW, "Fire Protection Sprinkler System Inspections, Repairs and Parts"**, and that I, as the bidder, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this ITB.

Company: _____

Per: _____ (Print name)

Signature: _____

Address: _____

City: _____, State: _____, ZIP: _____

Telephone: _____, Fax: _____

E-Mail Address: _____

Dunn & Bradstreet #: _____, Fed. I.D. # _____

The vendor acknowledges that information provided in this bid is true and correct:

x

Authorized Signature

Typed Name

Title

Date

5.0 REFERENCES

#1	Agency	
	Address	
	City, State, ZIP	
	Contact Person	
	Telephone	
	Date(s) of Service	
	Type of Service	
	Comments:	
#2	Agency	
	Address	
	City, State, ZIP	
	Contact Person	
	Telephone	
	Date(s) of Service	
	Type of Service	
	Comments:	
#3	Agency	
	Address	
	City, State, ZIP	
	Contact Person	
	Telephone	
	Date(s) of Service	
	Type of Service	
	Comments:	

6.0 CONFLICT OF INTEREST FORM

I HEREBY CERTIFY that

1. I, (*printed name*) _____, am the
(*title*) _____ and the duly authorized representative
of the firm of (*Firm Name*) _____ whose address is
_____, and that I possess the
legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest,
real or apparent, due to ownership, other clients, contracts, or interests associated with this
project; and,
3. This Bid Submittal is made without prior understanding, agreement, or connection with any
corporation, firm, or person submitting a bid for the same services, and is in all respects fair and
without collusion or fraud.

EXCEPTIONS to items above (List): _____

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by
_____, who is/are personally known to me **or**
who has/have produced _____ as identification.

NOTARY PUBLIC – STATE OF _____

Type or print name:

Commission No.: _____

Commission Expires: _____

(Seal)

**7.0 NOTIFICATION REGARDING PUBLIC ENTITY CRIME & DISCRIMINATORY
VENDOR LIST REQUIREMENTS & DISQUALIFICATION PROVISION**

A. Pursuant to Florida Statutory requirements, potential Respondents are notified:

287.133(2)(a) 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

287.133(2)(b) A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

287.134(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

287.134(2)(b) A public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

B. By submitting a proposal, the Respondent represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005).

C. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

D. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

8.0 PROOF OF EXEMPTION



FINANCIAL AND ADMINISTRATIVE SERVICES

REVENUE DIVISION

123 W. INDIANA AVE. • ROOM 103 • DELAND, FL 32720-4602

PHONE: 386-736-5938 • FAX: 386-822-572

<http://volusia.org/revenue/>

I certify that the business known as (*business name*) _____,
providing _____ services, which is located at (*street address*) _____
_____, (*city*) _____, falls under the business tax exemption described in:

- | | | |
|---|---|---|
| ☐ Florida Statute 205. 063 | ☐ Florida Statute 205. 065 | ☐ Florida Statute 205. 191 |
| ☐ Florida Statute 205. 064 | ☐ Florida Statute 205. 162 | ☐ Florida Statute 205. 192 |
| | ☐ Florida Statute 205. 171 | |

www.flsenate.gov/Statutes/index.cfm?App_mode=Display_Statute&URL=Ch0205/ch0205.htm

OR is the type of business indicated below:

- | | | |
|---|---|---|
| ☐ Child Care – Residential | ☐ Insurance Adjuster, Agent,
or Company | ☐ Radio/Television Station |
| ☐ Commercial Rentals | ☐ Pharmacist/Pharmacy
(Prescription Drugs Only) | ☐ Religious Institution |
| ☐ Door to Door/Peddler Sales | | ☐ Residential Rentals over 6months |
| | | ☐ Sale of Alcoholic Products only |

(Authorized Signature)

(Printed Name)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____, by
_____, who is/are personally known to me **or**
who has/have produced _____ as identification.

NOTARY PUBLIC – STATE OF _____

Type or print name:

Commission No.: _____

Commission Expires: _____

(Seal)

A business that falls under one of the exempt classifications listed above is not required to have a Volusia County Business Tax Receipt.

Margaret Flomerfelt, Revenue Director

9.0 HOLD HARMLESS AGREEMENT

I, _____, (*print owner's name*), am the owner of _____ (*print company name*), an incorporated / unincorporated business operating in the State of Florida. As such, I am bound by all laws of the state of Florida, including but not limited to those regarding the workers' compensation law.

I hereby affirm that I or [the above-named business] employs fewer than four employees, all of whom are listed below, including myself, and therefore, the business is exempt from the statutory requirement for workers' compensation insurance for its employees. I certify that I will provide the County of Volusia with the name of each new employee together with all required waivers and releases for each prior to any employee being allowed to work to provide services under the contract set forth below. If any such employee is allowed to work without a signed waiver and release, such action will be a material breach of this Agreement. All signed waivers and releases shall be furnished before the commencement of any work by an employee or the undersigned to the County Project Manager or designated county representative.

On _____, 20____, the County of Volusia and I or [the above-named business] entered into a contract for _____ (*please insert name of contract*), (hereinafter "Agreement") which is incorporated by reference herein.

On behalf of myself, my business, and the employees listed below, I and they hereby agree to waive and release any and all workers' compensation claims or liens under Chapter 440, Florida Statutes, against the County of Volusia and its agents, officials and employees, arising from any work or services provided under the Agreement whether or not it shall be alleged or determined that the act was caused by intention, or through negligence or omission of the County of Volusia or its agents, officials and employees or subcontractors.

In the event that a workers' compensation claim or lien is made against the County of Volusia and/or its agents, officials or employees by myself or my employees or agents as a result of any work or services performed under the Agreement, I agree to indemnify, keep and hold harmless the County of Volusia, Florida, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals) arising out of the Agreement with the County of Volusia, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of the County of Volusia or its employees, agents, or subcontractors. I or the above-named business shall pay all charges of attorneys and all costs and other expenses incurred in connection with the indemnity provided herein, and if any judgment shall be rendered against the County of Volusia in any action indemnified hereby, I or the above-named business shall, at my or its own expense, satisfy and discharge the same. The foregoing is not intended nor should it be construed as, a waiver of sovereign immunity of the COUNTY OF VOLUSIA under Section 768.28, Florida Statutes.

Owner: _____ (print name) _____ (signature)
Employee 1: _____ (print name) _____ (signature)
Employee 2: _____ (print name) _____ (signature)
Employee 3: _____ (print name) _____ (signature)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by
_____, who is/are personally known
to me **or** who has/have produced _____ as identification.

NOTARY PUBLIC – STATE OF _____

Type or print name:

Commission No.: _____

Commission Expires: _____

(Seal)