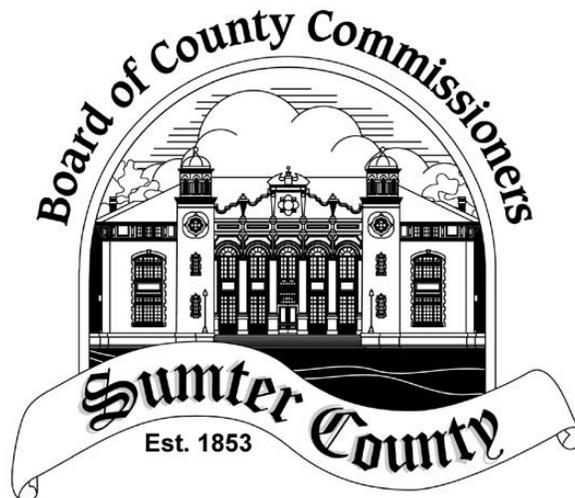


REQUEST FOR PROPOSALS
FOR
SUMTER COUNTY ON-CALL HVAC / REFRIGERATION
REPAIRS AND NEW INSTALLATION, SCHEDULING,
MAINTENANCE AND SERVICING

RFP # 020-0-2012/AT



Board of Sumter County Commissioners
Financial Services Department
Amanda Taylor, Financial Services Manager
7375 Powell Road
Wildwood, FL 34785

Phone (352) 689-4435 Fax (352) 689-4436

Date of Issue: August 10, 2012

CALENDAR OF EVENTS / RFP TIMELINE

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

<u>ACTION</u>	<u>COMPLETION DATE</u>
Issue RFP	<hr/> August 10, 2012 <hr/>
Last Day for Questions	August 24, 2012 @ 5:00pm <hr/>
Proposals Due	Sept. 10, 2012 @ 11:00a. m. in Suite 200** and will be opened at 11:05am in Room 110* <hr/>
Internal Proposal Review	September 10, 2012 to September 13, 2012 <hr/>
Selection Committee Meeting	September 13, 2012 @ 2: 00pm in Room 110* <hr/>
Sumter County BOCC Award and Contract	<hr/> September 25, 2012 <hr/>

*Room 110 is located at The Villages Sumter County Service Center, 7375 Powell Road, Wildwood, FL 34785 on the first floor.

** Suite 200 is located on the second floor in The Villages Sumter County Service Center, 7375 Powell Road, Wildwood, FL 34785.

**Some GPS devices do not recognize Powell Road. The road was
formerly called CR 139.**

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PART 1 INTENT AND GENERAL INFORMATION

REQUEST FOR PROPOSALS

Sealed Proposals will be received by the Sumter County Board of County Commissioners (BOCC) located at 7375 Powell Road, Wildwood, Florida 34785, **September 10, 2012 @ 11:00 a.m. EST**. Proposers shall take careful notice of the following conditions of this Request for Proposals:

- Submissions by FAX or other electronic media will not be accepted under any circumstances. Late submissions will not be accepted under any circumstances.
- Submitters may withdraw and/or replace Proposals at any time until the deadline for submission of Proposals.
- All questions received by 5:00p.m., August 24, 2012 will be considered. **Questions will not be answered over the phone.** Questions regarding the RFP process must be in writing and faxed to (352) 689-4436 attention: Ms. Chris Morrison or emailed to Chris.Morrison@sumtercountyfl.gov. All Requests for Information (RFI's) regarding the construction plans or specifications must be faxed to Sumter County, Attention Ms. Chris Morrison, (352) 689-4436 or emailed to Chris.Morrison@sumtercountyfl.gov.
- Do not attempt to contact any Selection Committee Member, staff member or person other than Ms. Chris Morrison for questions relating to this project. Anyone attempting to lobby Sumter County BOCC representatives may be disqualified. The Selection Committee Members shall be: Jackey Jackson, Assistant Public Works Director of Operations; Richard Cobb, Maintenance Supervisor; and David Wilkes, Maintenance Technician IV.
- Any bidder affected adversely by an intended decision with respect to the award of any bid, shall file with the Financial Services Department for Sumter County, a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturdays, Sundays, and legal holidays), after the posting of the bid tabulation. Bid protest procedures may be obtained in the Financial Services Department, 7375 Powell Road, Wildwood, Florida 34785 from 8:00 A.M. to 5:00 P.M.

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

OPEN RECORDS

The Sumter County BOCC is governed by Florida's public record laws, Chapter 119 of the Florida Statutes. All bids, proposals, quotes and all solicitation documentation are open for public inspection thirty (30) days after the solicitation opening or when Sumter County BOCC provides notice of a decision or intended decision, whichever is earlier. Certain proprietary and financial information from vendors may be excluded from release under very strict circumstances. This includes proprietary information or intellectual property as defined in F.S. 119.071 (1) (f).

VENDOR RESPONSIBILITY

Submitters are fully and completely responsible for the labeling, identification and delivery of

their Proposals. Sumter County BOCC will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the U. S. Postal Service.

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

STANDARD INSURANCE REQUIREMENTS

The Contractor shall maintain, on a primary basis and at its sole expense, at all times while performing work for Sumter County, the "Standard Insurance Requirements" described herein. Contractors responding to a Request for Proposal, Request for Qualifications, or an Invitation to Bid shall provide with their submittal, a Certificate of Insurance (COI) or a letter from the insurance company stating required coverage is obtainable. Prior to commencement of any work being done for Sumter County, a COI will be required. The requirements contained herein, as well as the County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this contract.

Financial Rating of Insurance Companies All insurance companies must have financial rating of **A-** or higher by A.M. Best with the exception of self-insured insurance companies, pursuant to F.S. 627.442. If F.S. 627.442 applies, the contractor shall provide written confirmation from the insurance company that they are self-insured.

Commercial General Liability The Contractor shall maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence and **\$2,000,000** Annual Aggregate. Due to the nature of the work involved, consultants performing program and / or contract management services are required to maintain **\$1,000,000** Each Occurrence and **\$1,000,000** Annual Aggregate. The coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Cross Liability. The self-insured retention or deductible shall not exceed \$25,000.

Business Automobile Liability The Contractor shall maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event the Contractor does not own automobiles, the Contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Worker's Compensation Insurance & Employers Liability The Contractor shall maintain its own Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. **(NOTE: Elective exemptions or coverage through an employee leasing arrangement will be on a case by case basis).**

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

Professional or E & O Liability (when applicable) The Contractor shall maintain a Professional Liability or E & O policy at a limit of liability no less than \$2,000,000. The Contractor shall endorse the County as an "Additional Insured" on the Professional and/or E & O Liability.

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

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

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

Builder's Risk (when applicable) The Contractor, prior to notice to proceed or commencement of work, whichever occurs first, shall maintain Builder's Risk insurance providing coverage to protect the interests of the County, Contractor, subcontractors, including property acquired under a sales tax incentive program, property in transit, and property on or off

-premises, which shall become part of the building or project. Coverage shall be written on an All-Risk, Replacement Cost, and Completed Value Form basis in an amount at least equal to 100% of the projected completed value of the Project as well as subsequent modifications of that sum. Any flat deductible(s) shall not exceed \$25,000, any wind percentage deductible (when applicable) shall not exceed ten-percent (10%); and any flood sub limit shall not be less than 25% of the projected completed value of the project. The Contractor shall endorse the policy with a manuscript endorsement eliminating the automatic termination of coverage in the event the building is occupied in whole or in part, or put to its intended use, or partially accepted by the County. The manuscript endorsement shall amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, the County's interest in the building ceases, or the building is accepted or insured by the County.

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

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

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

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

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

Certificate(s) of Insurance The Contractor shall provide the County with Certificate(s) of Insurance clearly evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each Certificate of Insurance. In the event the County is notified that a required insurance coverage will cancel or expire during

the period of this Contract, the Contractor agrees to furnish the County prior to the expiration of such insurance, a new Certificate of Insurance evidencing replacement coverage. When notified by the County, the Contractor agrees not to continue work pursuant to this Contract, unless all required insurance remains in effect.

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

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

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

Sumter County Board of County Commissioners
Attention: Financial Services Department
7375 Powell Road, Suite 206
Wildwood, FL 34785

PROPOSAL DOCUMENTS CHECKLIST OF ITEMS REQUIRED TO BE SUBMITTED

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

- Proposal Cover Page. This is to be used as the first page of the RFP. This form must be fully completed and signed by an authorized officer of the vendor.

- Proposal Form located in Part 5.
- Proposal Document Checklist of Items Required to be Submitted (this sheet).
- A separate sheet or sheets, clearly identified and numbered, of Exceptions or Deviations from the minimum specifications, must be attached to the Proposal Form (if applicable).
- Proposer Certification / Addenda Acknowledgement Form.
- Statement of General Terms and Conditions.
- Disclosure of Subcontractors, Sub-consultants and Suppliers
- Proposal / Price Form
- A sworn, notarized Statement of Contractor's Experience and Personnel.
- A sworn, notarized Drug Free Work Place Certificate must accompany each proposal or alternate proposal.
- Anti-Collusion Statement
- E-Verify Certification Form
- Hold Harmless Agreement
- One (1) original proposal, clearly labeled "Original; three (3) printed copies of the proposal in its entirety; and one (1) electronic version not password protected of the original submitted proposal in its entirety.
- A Certificate of Insurability, acceptable to the County, shall accompany each proposal or alternate proposal, in the amounts as prescribed by State and Sumter County BOCC
 - All insurance policies shall be written on companies authorized to do business in the State of Florida and satisfactory to the Sumter County BOCC. Prior to commencing services pursuant to the award of this proposal, the Contractor shall furnish to the Sumter County BOCC certificates of insurance showing the required coverage has been procured and paid for in advance. Within thirty (30) days prior to expiration, the Contractor shall provide the Sumter County BOCC with proof that required coverage has been extended.

Date: _____

I, _____ (name), an authorized officer of _____ (company/vendor), confirm that the above listed documents are provided in our company's proposal being submitted to Sumter County and confirm I have read and understand the RFP document in its entirety

This document must be completed and returned with your Submittal.

EXAMINATION OF PROPOSALS DOCUMENTS

- Each vendor shall carefully examine the Scope of Work and other applicable documents, and inform himself/herself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him/her of the obligations and responsibilities assumed under the Contract.
- Should a vendor find discrepancies or ambiguities in, or omissions from the Scope of

Work, or should he/she be in doubt as to their meaning, he/she shall at once notify Sumter County BOCC in writing.

INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

- No oral interpretations will be made to any vendor as to the meaning of the Proposals /Contract Documents. Any questions or request for interpretation received IN WRITING by Sumter County BOCC before 5:00 p.m., August 24, 2012, will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Proposal Conference (if applicable), mailed or sent by available or electronic means to all attending prospective Submitters prior to the established Proposals opening date. Each Vendor shall acknowledge receipt of such addenda in the space provided on the Proposals Form.
- In case any Vendor fails to acknowledge receipt of such addenda or addendum, his/her Proposals will nevertheless be construed as though it had been received and acknowledged and the submission of his Proposals will constitute acknowledgment of the receipt of same. All addenda are a part of the Proposals Documents and each Vendor will be bound by such addenda, whether or not received by him/her. It is the responsibility of each Vendor to verify that he/she has received all addenda issued before Proposals are opened.
- In the case of unit price items, the quantities of work to be done and materials to be furnished under this Proposals/Contract are to be considered as approximate only and are to be used solely for the comparison of Proposals received. The Sumter County BOCC and/or CONSULTANTS do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Vendor plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other Proposals documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices Proposals.

INSPECTION OF THE SITE

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

GOVERNING LAWS AND REGULATIONS

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

PREPARATION OF PROPOSALS

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

“Member of the Firm” should be written beneath such signature. If the Vendor is a corporation, the title of the officer signing the Proposals on behalf of the corporation must be stated and evidence of his authority to sign the Proposals must be submitted. The Vendor shall state in the Proposals Form the name and address of each person interested therein.

- Basis for Proposals: The price proposed for each item shall be on a lump sum or unit price basis according to the form of the Proposals. The Proposals prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered.

FISCAL YEAR FUNDING APPROPRIATION

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

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

TAX EXEMPT STATUS

The Sumter County Board of County Commissioners is a governmental agency under Florida law and exempt from Florida sales tax. The tax exempt number will be provided upon request. This exemption does not apply to goods and services purchased separately by a Contractor in connection with its contract obligations. The Contractor shall be responsible for paying any taxes, fees, or similar payments that are required to be paid in connection with the contract work.

PROTECTION OF RESIDENT WORKERS

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

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS

The Sumter County Board of County Commissioners is a unit of local government and as such

reserves the right to reject any and/or all Proposals, reserves the right to waive any informalities or irregularities in the Proposals or examination process, reserves the right to select low Proposals per item, and reserves the right to award Proposals and/or contracts in the best interest of the Sumter County Board of County Commissioners.

E- VERIFY

Sumter County requires all vendors and subcontractors providing goods and services to Sumter County, to certify that they have implemented the Federal E-Verify program for all newly hired employees. Vendors must submit written proof to Sumter County utilizing the "E-Verify Certification" form.

RIGHT TO AUDIT RECORDS

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

ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES

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

PART 2 EVALUATION AND AWARD

PROPOSALS EVALUATION

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

	Score	X	Weight	=	Rating
1. Contractor's Experience and Personnel / References	_____		<u>0.40</u>		_____
2. Completeness of Proposal	_____		<u>0.10</u>		_____
3. Level of Staff	_____		<u>0.10</u>		_____
4. Pricing	_____		<u>0.40</u>		_____

SCORE:

0 = Non-Responsive

1 = Poor

2 = Fair

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

4 = Good

5 = Excellent

Do not attempt to contact any Selection Committee Member, staff member or person other than Ms. Chris Morrison for questions relating to this project. Anyone attempting to lobby Sumter County BOCC representatives may be disqualified. The Selection Committee Members shall be: Jackey Jackson, Assistant Director of Public Works Operations; Richard Cobb, Maintenance Supervisor; and David Wilkes, Maintenance Technician IV.

Recommendation of award will be provided on Demand Star once award is made at www.demandstar.com. The award will be based on the Proposal that is most advantageous to Sumter County. All Selection Committee recommendations are subject to Board approval.

The Selection Committee will meet to evaluate Proposals on September 13, 2012 @ 2:00 p.m. in Room 110 located in The Villages Sumter County Service Center, 7375 Powell Road, Wildwood, FL 34785.

PROPOSALS AWARD

Submitters and vendors registered through www.demandstar.com will have access to award documents via the website. All others wishing to receive an official tabulation of the results of the opening of this Proposal are to submit a self-addressed, stamped business size (No. 10) envelope. Proposal results may also be requested by telephone, fax or electronic media.

PART 3 PROPOSALS SUBMITTAL

An original (1), one (1) electronic copy not password protected and with the forms sent in their original format and three (3) copies for a total of five (5), of each Proposals or alternate Proposals shall be submitted in a sealed envelope, prominently marked on the outside with the words, "**RFP # 020-0-2012/AT Sumter County On-Call HVAC / Refrigeration Repair & New Installation, Scheduling, Maintenance, and Servicing**" with the firm name and return address. Proposals submitted in express, overnight or courier envelopes, boxes or packages must be prominently marked on the outside with the words, "**RFP # 020-0-2012/AT Sumter County On-Call HVAC / Refrigeration Repair & New Installation, Scheduling, Maintenance, and Servicing**" and the contents sealed as required.

- Deadline for Submissions in response to this Request for Proposals: Proposals must be received no later than 11:00 a.m. on September 10, 2012. Proposals submitted by FAX or other electronic media will not be accepted under any circumstances. **Late Proposals will not be accepted, and will be returned, unopened, to the proposer, at the proposer's expense** .
- Any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a Proposals on a contract to provide any goods or services to a public entity, may not submit a Proposals on a contract with a public entity for the construction or repair of any public building or public work, may not submit Proposals on leases of real property to a public entity crime, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of ten thousand dollars, (\$10,000.00) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list, pursuant to paragraph 2a of Section 287.133, Florida Statutes.
- The Sumter County Board of County Commissioner as a unit of local government reserves the right to reject any and/or all Proposals, reserves the right to waive any informalities or irregularities in the Proposals or evaluation process, and reserves the right to award contract(s) in the best interest of the Sumter County BOCC.

PAGE SPECIFICATIONS

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

PART 4 PROPOSALS DOCUMENTS

PROPOSALS COVER PAGE

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

PROPOSER'S CERTIFICATION

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

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

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

ANTI TRUST LAWS: By submission of a signed RFP or IBID, the successful Vendor acknowledges compliance with the antitrust laws of the United States and the State of Florida in order to protect the public from restraint of trade and the free competition of the market. The award of the contract hereunder is subject to the provisions of Chapter 112 of the Florida Statutes, which relate to the conflict of interest of an Officer, Director, Partner, Associate, or Agent who is also an Officer, Appointee, or Employee of the State of Florida at the time of the RFP or IBID, or at the time of occurrence of the Conflict of Interest thereafter.

INTERPRETATION, CLARIFICATIONS AND ADDENDA: No oral interpretations will be made to any vendor as to the meaning of the RFP/IBID Contract Documents. Any inquiry or request for interpretation received by the Financial Services Manager shall be in writing and shall be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Proposals/Pre-Bid Conference, mailed or sent by available or electronic means to all attending prospective Submitters prior to the established RFP/IBID opening date. Each Vendor shall acknowledge receipt of such addenda in writing, his offer will nevertheless be construed as though it had been received and acknowledged and the submission of his bid will constitute acknowledgment of the receipt of same. All addenda are a part of the RFP/IBID FORMS and each Proposer/Bidder will be bound by such addenda, whether or not received by him. It is the responsibility of each proposer/bidder to verify that he has received all addenda.

NON-COLLUSION: The Proposer/Bidder certifies that he has not conspired, colluded, or entered into any agreement with any other Proposer/Bidder, or person to submit a collusive or sham Proposal in connection with the work for which their RFP/IBID has been submitted, or to refrain from submitting a Proposal to the Board of County Commissioners (BOCC) in order to fix the price of prices in the RFP/IBID or of any other Bidder, or to secure through any collusion, conspiracy, combination, or agreement, or by any other means, a particular award or contract, or to secure through any collusion, conspiracy, combination, or agreement, or by any other means, a particular award or contract, or to secure through any collusion, conspiracy, combination, or agreement, or by any other means, a particular award or contract.

GOVERNING LAWS: I, the undersigned, offer or parties to an RFP whatsoever for any and all purposes for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work. PROPRIETARY/CONFIDENTIAL INFORMATION: Vendors are hereby notified that all information submitted as part of, or in support of RFP's/IBID's, will be available for public inspection ten days after opening of the RFP's/IBID's unless this information is recommended for exemption from public inspection under Chapter 119, and 287 of the Florida Statutes. Any person wishing to view the RFP's/IBID's must make an appointment by calling the Financial Services Manager at (352) 793-0200. All RFP's/IBID's submitted in response to this solicitation become the property of the Board. Unless information submitted is proprietary, copy written, trademarked, or patented, the Board reserves the right to utilize any or all information, ideas, conceptions, or processes of this information made without prior understanding.

TAXES: The Board of Sumter County Commissioners is exempt from any taxes imposed by the State and/or Federal Government. The Proposer/Bidder shall be responsible for all taxes imposed by the State and/or Federal Government. NON-COLLUSION: I, the undersigned, certify that I am authorized to sign this response and that the offer is in compliance with all applicable laws, regulations, and ordinances, and that I am not a party to any collusion, conspiracy, combination, or agreement, or by any other means, a particular award or contract, or to secure through any collusion, conspiracy, combination, or agreement, or by any other means, a particular award or contract.

PROPOSER RESPONSIBILITY: Invitation by the Board to vendors is based on the recipient's specific request and approval of the advertisement. The Proposer/Bidder is responsible for the content of the response by the public to the legal advertisements required by State law. Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind. OWNERSHIP OF SUBMITTALS: All responses, inquiries or correspondence relating to or in reference to this RFP/IBID, and all other reports, charts, drawings and other documents submitted by the vendors will become the property of the Board. Reference to literature submitted with a previous RFP/IBID will not relieve the Bidder from including any required documents with this RFP/IBID.

EXAMINATION OF BID DOCUMENTS: Each Bidder shall carefully examine the RFP/IBID Document to ensure all pages have been received; all drawings and/or Specifications and other applicable documents are included, and shall inform himself or herself of the nature and extent of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him of the obligations and responsibilities assumed under the Contract. VENDOR RESPONSIBILITY: Vendors are fully and completely responsible for the labeling, identification and delivery of their submittals. The Financial Services Manager will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the US Postal Service. DRUG FREE WORKPLACE: All Proposers/Bidders shall submit the enclosed, duly signed and notarized form entitled "Drug Free Workplace Certificate". The Drug Free Workplace Vendor shall have the burden of demonstrating that his program complies with Section 287.087 of the Florida Statutes, and any other applicable state law.

This document must be completed and returned with your Submittal.

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

PUBLIC RECORDS LAW: Correspondence, materials and documents received pursuant to this RFP/IBID become public records subject to the provisions of Chapter 119, Florida Statutes. VERIFICATION OF TIME: Nextel time is hereby established as the Official Time of the Boards. PREPARATION OF PROPOSALS: BOARD OF COUNTY COMMISSIONERS

Signature of the Bidder: The Bidder must sign the RFP/IBID FORMS in the space provided for the signature. If the Proposer/Bidder is an individual, the words "doing business as" must appear beneath the signature. If the Proposer/Bidder is a corporation, the name of the corporation must follow the firm name and the words, "Member of the Firm" should be written beneath such signature. If the Proposer/Bidder is a corporation, the title of the officer signing the RFP/IBID on behalf of the corporation must be stated and evidenced by a duly executed Power of Attorney. The Proposer/Bidder shall state in the RFP/IBID FORMS the name and address of each person interested therein.

Basis for Bidding: The price proposed for each item shall be on a lump sum or unit price basis according to the RFP/IBID FORM. The Proposer/Bidder shall specify the unit price for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered, unless otherwise provided herein. The Proposer/Bidder shall be firm and valid for at least ninety (90) days after the opening of the RFP/IBID FORM. The Proposer/Bidder shall be firm and valid for at least ninety (90) days after the opening of the RFP/IBID FORM. The Proposer/Bidder shall be firm and valid for at least ninety (90) days after the opening of the RFP/IBID FORM.

FORM: In the event that there are any extensions or corrections to the RFP/IBID FORM due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount. TABULATION: Those wishing to receive an official tabulation of the results of the opening of this RFP/IBID are to submit a self-addressed, stamped business size (No. 10) envelope, prominently marked on the front left side, with the RFP identification. FAX NUMBER: by telephone, fax or electronic media will not be accepted. DELIGATION OF WINNING BIDDER: The contents of the RFP/IBID of the successful proposer/bidder will become contractual obligations if acquisition action ensues. Failure of the successful Proposer/Bidder to accept these obligations in a correct and timely manner will result in the award and such vendor may be removed from future participation.

AWARD OF BID: It is the Boards' intent to select a vendor within sixty (60) calendar days of the deadline for receipt of Proposals/Bids. However, Proposals/Bids must be firm and valid for award for at least ninety (90) calendar days after the deadline for receipt of the RFP/IBID. ADDITIONAL REQUIREMENTS (if checked) such as: The Proposer/Bidder shall be bound by the terms and conditions of the RFP/IBID FORMS and all attachments itemized herein, and shall be obligated to meet or be liable for any costs incurred by the Proposer/Bidder in connection with the RFP/IBID FORMS and all attachments itemized herein. All costs of preparation and submission of this RFP/IBID FORMS and all attachments itemized herein, and shall be obligated to meet or be liable for any costs incurred by the Proposer/Bidder in connection with the RFP/IBID FORMS and all attachments itemized herein.

PREPARATION COSTS: The Boards shall not be obligated to meet or be liable for any costs incurred by the Proposer/Bidder in connection with the RFP/IBID FORMS and all attachments itemized herein. All costs of preparation and submission of this RFP/IBID FORMS and all attachments itemized herein, and shall be obligated to meet or be liable for any costs incurred by the Proposer/Bidder in connection with the RFP/IBID FORMS and all attachments itemized herein. TIME LINESS: All work will commence upon authorization from the Board's representative (Financial Services Manager) and shall be completed in a timely manner, without delay. The Contractor shall commence the work and shall deliver in accordance to the terms and conditions outlined and agreed upon herein. DELIVERY: All prices shall be FOB Destination, Sumter County, Florida, inside delivery unless otherwise specified.

ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES ("PIGGY BACK"): The Proposer/Bidder shall be bound by the terms and conditions of the RFP/IBID FORMS and all attachments itemized herein, and shall be obligated to meet or be liable for any costs incurred by the Proposer/Bidder in connection with the RFP/IBID FORMS and all attachments itemized herein. The Proposer/Bidder shall be bound by the terms and conditions of the RFP/IBID FORMS and all attachments itemized herein, and shall be obligated to meet or be liable for any costs incurred by the Proposer/Bidder in connection with the RFP/IBID FORMS and all attachments itemized herein.

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NON-COLLUSION: I, the undersigned, certify that I am authorized to sign this response and that the offer is in compliance with all applicable laws, regulations, and ordinances, and that I am not a party to any collusion, conspiracy, combination, or agreement, or by any other means, a particular award or contract, or to secure through any collusion, conspiracy, combination, or agreement, or by any other means, a particular award or contract.

PROPOSER RESPONSIBILITY: Invitation by the Board to vendors is based on the recipient's specific request and approval of the advertisement. The Proposer/Bidder is responsible for the content of the response by the public to the legal advertisements required by State law. Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind. OWNERSHIP OF SUBMITTALS: All responses, inquiries or correspondence relating to or in reference to this RFP/IBID, and all other reports, charts, drawings and other documents submitted by the vendors will become the property of the Board. Reference to literature submitted with a previous RFP/IBID will not relieve the Bidder from including any required documents with this RFP/IBID.

EXAMINATION OF BID DOCUMENTS: Each Bidder shall carefully examine the RFP/IBID Document to ensure all pages have been received; all drawings and/or Specifications and other applicable documents are included, and shall inform himself or herself of the nature and extent of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him of the obligations and responsibilities assumed under the Contract. VENDOR RESPONSIBILITY: Vendors are fully and completely responsible for the labeling, identification and delivery of their submittals. The Financial Services Manager will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the US Postal Service. DRUG FREE WORKPLACE: All Proposers/Bidders shall submit the enclosed, duly signed and notarized form entitled "Drug Free Workplace Certificate". The Drug Free Workplace Vendor shall have the burden of demonstrating that his program complies with Section 287.087 of the Florida Statutes, and any other applicable state law.

This document must be completed and returned with your Submittal.

This document must be completed and returned with your Submittal.

(Signature and Date)

Statement of General Terms and Conditions

REFERENCE & SIMILAR PROJECTS EXPERIENCE FORM

This document must be completed and returned with your Submittal

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:		Dates of Work:
Phone Number:		Fax Number:
E-mail Address:		
Project Name:		
Brief Description of Project:		

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:		Dates of Work:
Phone Number:		Fax Number:
E-mail Address:		
Project Name:		
Brief Description of Project:		

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:		Dates of Work:
Phone Number:		Fax Number:
E-mail Address:		
Project Name:		
Brief Description of Project:		

Sumter County Board of County Commissioners - RFP # 020-0-2012/AT On-Call HVAC / Refrigeration Repairs & New Installation,
Scheduling, Maintenance, and Servicing

State of Florida
County of _____

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

Personally Known _____ or Produced Identification _____

Sworn to and subscribed before me this _____ day of _____, 20__

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

(Print Name of Notary Public)

(seal)

This document must be completed and returned with your Submittal
DRUG FREE WORKPLACE CERTIFICATE

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

(print or type name of firm)

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

Authorized Signature

Date Signed

State of: _____

County of: _____

Sworn to and subscribed before me this _____ day of _____, 20__

Personally known _____ or Produced Identification _____
(Specify Type of Identification)

Signature of Notary

My Commission Expires _____

(seal)

This document must be completed and returned with your Submittal.

HOLD HARMLESS AGREEMENT

The Contractor/Vendor is required to purchase and maintain minimum limits of \$1,000,000 per occurrence for all liability, which includes general liability and, if applicable, automobile liability. Other coverage may be required where applicable.

The Contractor/Vendor agrees to hold the Board of Sumter County Commissioners harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from, arising out of the agreement, unless such claims are a result of the County's sole negligence.

The Contractor/Vendor shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease. Even if the Contractor/Vendor is not required by state law to secure workers' compensation insurance, the Contractor/Vendor shall purchase and maintain worker's compensation insurance in order to perform or provide services to Sumter County. This is the standard requirement however; the Financial Services Department can perform a special review as needed on a case-by-case basis for the Contractor/Vendor.

The Contractor/Vendor shall also purchase any other coverage required by law for the benefit of employees.

Required insurance shall be documented in Certificates of Insurance and shall be provided to the County representative requesting the service.

By signature upon this form the Contractor/Vendor stipulates that he/she agrees to the Hold Harmless Agreement, and to abide by all insurance requirements.

Contractor/Vendor-Print Name

Signature

Project Name

Date

The effective dates of this Hold Harmless Agreement shall be for the current Fiscal Year.

E-Verify Vendor/Contractor/Subcontractor Certification

The Sumter County Board of County Commissioners has mandated that effective August 1, 2012, all vendors, contractors and subcontractors doing business with Sumter County must certify that they have implemented the federal E-Verify program.

E-Verify is a federal system established by the Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees. Detailed E-Verify program information for employers can be found at <http://www.dhs.gov/e-verify>.

Prior to providing goods or services to Sumter County, vendors must certify compliance with the federal E-Verify program. In the case of contractors, this includes obtaining written certification from all subcontractors who will participate in the performance of the contract. The certification below has been prepared for all vendors and contractors to use for this purpose. All subcontractor certifications must be kept on file with the contract vendor and made available to the state and/or County upon request.

CERTIFICATION
(In accordance with Executive Order No. 11-02)

I certify that the company shown below is in compliance with the above statement and that I am authorized to sign on its behalf.

Name of Company: _____

Authorized signature: _____

Printed name & Title: _____

Address: _____

Date: _____

Telephone Number: _____

E-mail address: _____

Sumter County reserves the right to determine how it will respond to any instances of non-compliance or false certification of compliance. Potential County actions include, but are not limited to, cancellation of the contract and/or suspending or debaring the contract vendor from performing services in any aspect to the County.

Please send the completed form to the Financial Services Department, 7375 Powell Road, Suite 206, Wildwood, FL 34785, or fax the form to (352)-689-4436. Once the form is received by the Financial Services Department the completed form will remain on file according to the Sumter County Retention Policy.

Please contact the Financial Services Department at 352-689-4435 with questions regarding this requirement.

The effective dates of this E-Verify Form shall be for the current fiscal year.

This document must be completed and returned with your Submittal.

ANTI-COLLUSION STATEMENT

By signing this form, the vendor agrees that this quote is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a quote for the same purpose and that the quote is in all respects fair and without collusion or fraud,

IT IS AGREED BY THE UNDERSIGNED VENDOR. THAT THE SIGNING AND DELIVERY OF THE QUOTE REPRESENTS THE VENDOR'S ACCEPTANCE. OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDOR AND THE BOARD OF SUMTER COUNTY COMMISSIONERS

NAME OF FIRM:

[Sign in ink in the space provided below]

SIGNED BY:

TITLE:

ADDRESS:

CITY & STATE:

TELEPHONE:

NO quotes will be withdrawn for a period of sixty (60) days subsequent to the opening of quotes, without the consent of the Board of Sumter County Commissioners,

NO QUOTE (Reason):

This document must be completed and returned with your Submittal

This document must be completed and returned with your Submittal
STATEMENT OF "NO PROPOSALS"
RFP # 020-0-2012/AT

If you do not intend to submit a Proposal for this project, please complete and return this form prior to date shown for receipt of Proposals to: Sumter County BOCC, 7375 Powell Road, Suite 206, Wildwood, Florida 34785. Attn: Ms. Chris Morrison.

We, the undersigned, have declined to submit a Proposal for your **RFP # 020-0-2012/AT SUMTER COUNTY ON-CALL HVAC / REFRIGERATION REPAIRS & NEW INSTALLATION, SCHEDULING, MAINTENANCE, AND SERVICING** for the following reasons:

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

Remarks:

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

Company Name: _____

Address: _____

Signature and Title:

Telephone Number _____ Date _____

PART 5 SCOPE OF SERVICES

The Sumter County Board of County Commissioners is requesting Proposals from qualified firms for the **RFP # 020-0-2012/AT SUMTER COUNTY ON-CALL HVAC / REFRIGERATION REPAIRS & NEW INSTALLATION, SCHEDULING, MAINTENANCE, AND SERVICING.**

Qualifications and Abilities

The Class A air-conditioning contractor shall have the knowledge, and skill to install, maintain, repair, fabricate, alter, extend, or design, when not prohibited by law, central air-conditioning, refrigeration, heating, and ventilating systems, including duct work in connection with a complete system only to the extent such duct work is performed by the contractor as is necessary to make complete an air-distribution system, boiler and unfired pressure vessel systems, and all appurtenances, apparatus, or equipment used in connection therewith, and any duct cleaning and equipment sanitizing which requires at least a partial disassembling of the system; to install, maintain, repair, fabricate, alter, extend, or design, when not prohibited by law, piping, insulation of pipes, vessels and ducts, pressure and process piping, and pneumatic control piping; to replace, disconnect, or reconnect power wiring on the load side of the dedicated existing electrical disconnect switch; to install, disconnect, and reconnect low voltage heating, ventilating, and air-conditioning control wiring; and to install a condensate drain from an air-conditioning unit to an existing safe waste or other approved disposal other than a direct connection to a sanitary system on county owned and leased facilities and properties. The scope of work for such contractor shall also include any excavation work incidental thereto, but shall not include any work such as liquefied petroleum or natural gas fuel lines within buildings, except for electrical power wiring. If the employee working on the unit should break something, it will be the contractor's responsibility to repair. The contractor will incur the cost of the repair. The contractor and employees of said contractor must be able to successfully pass back ground security checks. All employees must wear their company identification badges at all times while performing services on County owned or leased facilities. Copies of liability insurance statement and worker's comp statement must be submitted with the bid.

Term of Contract

The term of the contract will be one year, October 26, 2012 thru October 26, 2013, with provisions for renewal. The County retains the right to renew this contract, with the consent of the vendor, under the same terms and conditions for two (2) additional one (1) year terms. Additional items and/or services may be added to this contract upon satisfactory negotiation of price by the Contract Manager and Vendor.

Scope of Service

The HVAC/Refrigeration contractor shall provide regular service between the hours of 7:30 a.m. and 5:00 p.m. Monday through Friday. The Contractor shall supply the County with a 24 hour contact number for scheduling of air conditioning emergency repairs.

- ❖ Priority 1 (Emergency) - The Facility Maintenance Department will call for an emergency repair. The Contractor shall be on-site and effecting service or repairs in one (1) hour or less.
- ❖ Priority 2 (On-Call Repair) - The Facility Maintenance Department will call for service or repair. The Contractor shall be on-site and repairs begun within twenty-four (24) hours of the initial call being placed.
- ❖ Priority 3 (Non-Emergency Repair) - The Facility Maintenance Department will call the Contractor for service or repair. On-site repairs begin within seven (7) calendar days of the initial repair call. This is for servicing or repairs that do not require emergency attention.

Invoices shall contain details of services performed, number of man hours for each discipline of labor, materials furnished, and rental equipment used. Unit prices for each shall be listed. Invoices for completed work must be submitted within (30) days. The invoice will also document if a permit was required or not. If a permit was required, the permit number will be listed on the invoice. Work will be inspected by Facilities Maintenance personnel and approved by the county prior to payment.

HVAC Preventative Maintenance Checks and Services

In addition to on call services; the contractor will provide preventative maintenance checks and services for the equipment listed below to include: Monthly- Change filters (Pleated Filters), check drains, belts, and overall operation of equipment. Annually- Clean coils and replace belts. The invoice provided to the Facilities Maintenance department will list the checks completed for the units.

BUILDING	ADDRESS	TYPE AND NUMBER OF UNITS	FILTER Size (Pleated Only)	Filter#
Clerk Warehouse	1000 N Main St., Bushnell	Carrier Roof Top PKG (2)	20 X 20 X 2	8
Government Offices	910 & 900 N. Main St., Bushnell	Carrier Roof Top PKG (19) Mini (4)	16 X 20 X 2 16 X 25 X 2 20 X 20 X 2	24 24 4
Sheriff's Office	1010 N. Main St., Bushnell	Trane Roof Top PKG (15)	16 X 20 X 2 20 X 25 X 1 20 X 30 X 1 20 X 25 X 2 16 X 25 X 2	20 4 6 16 12
Clerk Admin Office	990 N. Main St., Bushnell	Carrier Roof Top PKG (1)	20x20x1	1
IT Office	960 N. Main St., Bushnell	Carrier Roof Top PKG (1)	20x20x1	1
Detention Center	219 East Anderson Ave, Bushnell	Carrier Roof Top Unit PKG (18)	16 X 20 X 2 20 X 20 X 2 20 X 25 X 1 20 X 30 X 2 12 X 25 X 1	32 16 2 10 2

Service Center	7375 Powell Road, Wildwood	York Roof Top Units (19) Fresh Air Units (3)	15 X 20 X 2	24
			14 X 25 X 2	12
			16 X 25 X 4	28
			20 X 25 X 4	14

Ice Machine Preventative Maintenance Checks and Services

In addition to on call services; the contractor will provide preventative maintenance checks and services for the equipment listed below to include: Semi Annually- Clean per manufacturers recommended procedure. Only manufacturer recommended cleaning and sanitizing solutions will be used. Change water filters and leave on site for county pick up and inspection. The invoice provided to the Facilities Maintenance department will list the services completed for the units.

Building	Address	Make	Model	Serial Number
Sheriff Administration	1010 North Main St., Bushnell	Manitowoc	SD1002A	110663352
Lake Pann Fire Station	1448 CR 459, Lake, Panasoffkee	Manitowoc	SDO302A	110925439
Lake Pann Rec Building	1582 CR 459, Lake Panasoffkee	Manitowoc	QYO274A	310099881
Oxford Fire Station	4147 East CR 466, Oxford	Hoshizaki	KML-250 MAH	N11593G
Wildwood Fire Station	227 Hall Street, Wildwood	Hoshizaki	KML-250 MAH	N11617G
Bushnell Fire Station (East)	324 East Seminole Ave, Bushnell	Manitowoc	SDO452A	110967256
Public Works Maintenance Shop	125 North Church Street, Bushnell	Manitowoc	SDO852A	110094764
Bushnell Fire Station (West)	5654 CR 313, Bushnell	Manitowoc	SD0302A	110862996
South Wildwood Fire Station	2390 CR 521, Coleman	Manitowoc	ID0302A-161	1101049731

The county reserves the right to furnish parts and equipment when it is in the best interest of the county and to solicit formal bids for jobs with an estimated cost of \$25,000 or more.

Note: The contractor must list annual price for the Preventative Maintenance Checks and Services per job for HVAC and Ice Machines.

Repair Parts and Parts warranty

1. All installed parts must be new original OEM factory equipment and will be boxed in the original factory containers... The Contractor shall charge the County the pre-

determined price for the equipment or parts. The Contractor shall be responsible for all freight handling and service charges and shall not bill the County for these charges.

2. New parts will carry the full manufacturer's warranty. In no case shall a part carry a warranty of less than ninety (90) calendar days.

Scheduling Inspections and Maintenance

1. Routine inspections and maintenance will generally be completed during normal business hours from 07:30 AM to 5:00 PM. There will be occasions where this would adversely impact operations and the County will determine that this work shall be performed after normal working hours or on weekends. The County expectation is that the vendor will simply time shift their employees as to not incur overtime cost. Due to operational requirements in the Historic Courthouse, Jail, and Judicial building, inspections and maintenance may be required outside of normal business hours at no additional cost to the county. Other buildings may be added as necessary if requirements change, but should be kept to a minimum.

Failure of Scope of Service

1. At any time there is a failure to provide the scope of service, where by the County is required to obtain additional contractors to troubleshoot problems, and the county determines that the root of the problem is associated with the scope of services assigned to this contract, the county will deduct all cost associated with the troubleshooting process from this contract.

Proposal

Date Submitted: _____

Company Name: _____

Business Address: _____

Telephone Number: _____

References: (1) _____

Company Name Contact Name Telephone No.

(2) _____

Company Name Contact Name Telephone No.

(3) _____

Company Name Contact Name Telephone No.

Person who may be contacted for information regarding the contents of this proposal:

QUOTE RESPONSE CONTINUED

Description

Unit Price

- 1. Material (cost plus %) _____ %
- 2. Labor (straight time) \$ _____ per hour

License numbers of all personnel available for this contract attached? yes no

The service to be furnished by us is hereby declared and guaranteed to be in conformance with the specifications of the County.

The undersigned do agree that should this Proposal be accepted, to execute the form of contract and present the same to the Director for approval within fifteen (15) days after being notified of the awarding of the Contract.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this _____ day of _____, 2012 in the County of _____, in the State of _____.

Firm's **Complete Legal Name**

Address

Phone No.

City, State, Zip

Fax No.

Check one of the following:

- Sole Proprietorship
- Corporation or P.A. State of _____
- Limited Partnership
- General Partnership

By: _____
Typed and Written Signature Title _____

ADDITIONAL CONTACT INFORMATION

Send Payments To:
(REQUIRED ONLY if different from above) _____
(Company Name used as Payee)

(Address)

(City, State, ZIP)

Contact Name _____ Phone No. _____

Title _____ Fax No. _____

Email address: _____

Office Servicing Sumter County Account
/Place Orders/Request Supplies
(REQUIRED ONLY if different from above) _____
(Address)

(City, State, ZIP)

Contact Name _____ Phone No. _____

Title _____ FAX No. _____

Email Address: _____

(Initial appropriate line certifying compliance with Sumter County Building Codes)

Permit Required _____ **Not Required** _____

Office Use Only

Inspected by: _____ Date Closed: _____

CONTRACT SAMPLE PROFESSIONAL SERVICES AGREEMENT

(Sample agreement only. County reserves the right to alter this agreement based on final RFP results and/or any negotiations with proposed Contractor.)

THIS AGREEMENT is made this _____ day of _____, 2012, by and between **Board of Sumter County Commissioners** (hereafter referred to as "Board"), whose address is 7375 Powell Road, Wildwood, Florida 34785, and _____ (hereafter referred to as "Contractor"), whose address is _____.

RECITALS

WHEREAS, the Board has need of professional services for SUMTER COUNTY ON-CALL HVAC / REFRIGERATION REPAIRS & NEW INSTALLATIONS, SCHEDULING, MAINTENANCE, AND SERVICING; and

WHEREAS, the parties desire to enter into a written agreement outlining the duties, responsibilities and compensation of Contractor, based on the Contractor's response to RFP # 020-0-2012/AT - Request for Proposals for SUMTER COUNTY ON-CALL HVAC / REFRIGERATION REPAIRS AND NEW INSTALLATION, SCHEDULING, MAINTENANCE, AND SERVICING;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed as follows:

1. The relationship of the Contractor to the Board will be that of a professional Contractor and the Contractor will provide the professional and technical services required under this agreement in accordance with acceptable professional practices and ethical standards applicable to Contractor's profession, and Contractor will endeavor to provide to the Board prompt and efficient consulting services to the best of its ability.
2. Contractor is hereby retained and employed as the SUMTER COUNTY ON-CALL HVAC / REFRIGERATION REPAIRS & NEW INSTALLATION, SCHEDULING, MAINTENANCE, AND SERVICING Contractor, and will work with the Board to provide said services in accordance with the scope of work outlined in RFP # 020-0-2012/AT.
3. Contractor agrees to prepare and complete a report to the Board, detailing the status of services provided pursuant to this Agreement at least ninety (90) days prior to the expiration of the term of this Agreement, or at least ninety (90) days prior to the expiration of any renewal term of this Agreement. Contractor may be asked to present the deliverables in person for review by staff or for discussion at a scheduled Board meeting.
4. The term of this Agreement shall commence on the day and year as shown above and continue in full force through _____, unless otherwise terminated as provided in paragraph five (5) of this Agreement. This Agreement may be renewed on an annual basis for two additional consecutive one year periods, if agreed to in writing by both parties, at least sixty (60) days prior to the expiration of this Agreement, including any periods of renewal. The term of this Agreement does not relieve the Contractor of any future responsibility as described in paragraph eight (8) of this Agreement.

5. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party at the address designated in this Agreement for receiving such notice. If this agreement is terminated, Contractor shall be authorized to receive payment for all work performed up to the date of termination.

6. With regard to compensation paid to Contractor, Contractor shall furnish to the Board on a monthly basis an itemized invoice detailing all of Contractor's hours, services, expenses and any other services utilized by the Board during the preceding month. Invoice shall be itemized pursuant to and in accordance with the attached Fee Schedule. Contractor shall compute the total amount due for the preceding month and all amounts due Contractor shall be paid on a monthly basis pursuant to the provisions of the Local Government Prompt Payment Act, F.S. 218. Contractor acknowledges and agrees that the rates set forth in the Fee Schedule shall remain fixed throughout the duration of the Agreement and thereafter shall only be adjusted by mutual written agreement of both parties.

7. General Considerations.

- a. All reports, drawings, designs, specifications, notebooks, computations, details, and calculation documents prepared by Contractor and presented to the Board pursuant to this Agreement are and remain the property of the Board as instruments of service.
- b. All analyses, data, documents, models, modeling, reports and tests performed or utilized by Contractor shall be made available to the Board upon request and shall be considered public records.
- c. Contractor shall keep all books, records, files, drawings, plans and other documentation, including all electronically stored items, which concern or relate to the services required hereunder, for a minimum of three (3) years from the date of expiration or termination of this Agreement, or as otherwise required by any applicable law, whichever date is later. The Board shall have the right to order, inspect and copy all such Records as often as it deems necessary during any such period of time. The right to audit, inspect, and copy records shall include all of the records of sub-Contractors (if any).
- d. Contractor shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida.
- e. Contractor shall, at all times, carry Professional Liability, General Liability, Automobile and Worker's Compensation Insurance pursuant to the insurance requirements in RFP # 020-0-2012/AT, naming Board as an additional insured in each such policy.
- f. Upon Contractor's written request, the Board will furnish, or cause to be furnished, such reports, studies, instruments, documents, and other information as Contractor and Board mutually deem necessary, and Contractor may rely upon same in performing the services required under this agreement.
- g. The Board and Contractor each binds itself and its successors, legal representatives and assigns to the other party to this agreement and to the partners, successors, legal representatives and assigns of such other party to this agreement, in respect to all covenants of this agreement; and neither the Board nor Contractor shall assign or transfer their interest in this agreement without the prior written consent of the other party.

8. Should any other professional services be called for by the Board which are not otherwise set forth in this Agreement or any of its attachments or exhibits, said charges shall be

agreed upon in advance by the parties hereto. The Contractor may be required to provide additional services to the Board on challenges, public protests, administrative hearings or similar matters. The Contractor shall be available to represent the Board, serve as an expert witness and provide supporting documentation as necessary.

9. The Contract Documents, which comprise the entire Contract between Board and Contractor and which are further incorporated herein by reference, consist of the following:
- a. Request for Proposals (RFP)
 - b. Vendor's Proposal Documents
 - c. Permits / Licenses
 - d. All Proposals Addenda Issued Prior to RFP Opening Date

10. Contractor does hereby specifically promise and agree to "hold harmless", defend and indemnify the Board and the agents, servants, employees, officers, and officials thereof from and against any and all liability or responsibility for damage to property or person that may arise in connection with the services to be provided hereunder, including payment of all reasonable attorney's fees, costs and expenses associated with the same.

11. Contractor, its agents, servants or employees shall, in no manner, whatsoever be construed as the employees, agents, servants or representatives of the Board and shall have not expressed or implied power or authority to act in any manner whatsoever for or on behalf of the Board, except as provided in the scope of services called for herein. Contractor is hereby designated as an independent contractor to the Board and none of the employees, agents or servants of the Contractor shall have, or be entitled to, any of the fringe benefits applicable to employees of the Board.

12. In the event of default by either party hereto, the defaulting party shall be liable for all costs and expenses, including reasonable attorney's fees and costs incurred by the other party in enforcing its rights hereunder, whether litigation be instituted or not, at the trial court and appellate court level.

13. Contractor does hereby waive any and all "venue privilege" and or "diversity of citizenship privileges" and specifically agrees that any action brought for the enforcement, construction or interpretation of this agreement shall be maintained in the County or Circuit Court in and for Sumter County, Florida, and Contractor hereby specifically waives its right or privilege to institute any action of any kind or nature whatsoever, against the Board in any other State Court, Federal Court or administrative tribunal.

14. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or verbal. If any provision of this Agreement is declared to be invalid or unenforceable, the remainder shall continue to operate in full force and effect.

15. This Agreement cannot be changed or modified, unless by written agreement signed by all parties hereto.

16. In performing services hereunder, Contractor shall comply with all federal, state and local laws and regulations. Contractor shall be responsible for identifying and obtaining all permits necessary to complete the scope of services. Contractor shall be responsible for obtaining, at its sole cost and expense, all necessary licenses and other governmental approvals required in order for Contractor to provide the type of services required hereunder.

17. E-Verify: system established by the U.S. Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees.

The contractor agrees to certify to Sumter County (County) that they are in compliance with the federal E-Verify program; this includes obtaining written certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file by the general contractor and made available to the state and/or the County upon request. The Sumter County Board of County Commissioners reserves the right to take action against any contractor deemed to be non-compliant; potential actions may include, but are not limited to, cancellation of the contract and/or suspending or debaring the contractor from performing services for the County.

18. Contractor shall notify Board in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the scope of services to be performed for the Board.

19. Each of the WHEREAS clauses listed above are hereby re-alleged and incorporated into this Agreement as if otherwise fully stated herein.

20. Any notices required by this Agreement shall be mailed to the following individual(s), by Certified Mail, Return Receipt requested:

FOR THE BOARD

FOR THE CONTRACTOR

Name: Bradley S. Arnold _____ Name: _____

Address: 7375 Powell Road, Wildwood, FL 34785 _____ Address: _____

Title: County Administrator _____ Title: _____

Date: _____ Date: _____

IN WITNESS WHEREOF, the parties have signed this agreement the day and year first above written.

ATTEST:

SUMTER COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____

By: _____, Chairman

Date Signed: _____

ATTEST:

Contractor

By: _____

By: _____

Date Signed: _____