Douglas, Jessica

From: Taylor, Amanda
Sent: Wednesday, June 01, 2011 2:31 PM
To: Arnold, Bradley
Cc: Douglas, Jessica; Bisner, Art
Subject: Emailing: RFP 007 Bid Opening Mtg Minutes 5-27-11, RFP 007 Selection Mtg Min 6-1-11, RFP 007 bid document
Attachments: RFP 007 Bid Opening Mtg Minutes 5-27-11.doc; RFP 007 Selection Mtg Min 6-1-11.doc; RFP 007 bid document.doc

Please add the rejection of this RFP to your report for the 6-14-2011 BOCC agenda. Because the three proposals submitted were all incomplete in some way the Selection Committee has proposed to re-bid. Doug and I are working to get it turned around and live again by next week.

Please let me know if you have any questions. Thanks.

Mrs. Amanda Taylor
Procurement Coordinator
Financial Services Department
7375 Powell Road, Suite 206
Wildwood, FL 34785
(352) 689-4435 ext 4440

Your message is ready to be sent with the following file or link attachments:

RFP 007 Bid Opening Mtg Minutes 5-27-11
RFP 007 Selection Mtg Min 6-1-11
RFP 007 bid document

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

REQUEST FOR PROPOSALS

FOR

SUMTER COUNTY

SHERIFF'S OFFICE AND VOIP GENERATORS

RFP # 007-0-2011/AT

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

Phone (352) 689-4435 Fax (352) 689-4401

Date of Issue: April 28, 2011

Due Date / Time: **May 27, 2011 @ 10:00am**

CALENDAR OF EVENTS / RFP TIMELINE

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

ACTION	COMPLETION DATE
Issue RFP	April 28, 2011
Non Mandatory Pre-Proposal Conference	May 9, 2011 @ 8:30am in Room 142, Bushnell*
Last Day for Questions	May 18, 2011 @ 5:00pm
Proposals Due	May 27, 2011 @ 10:00am opened @ 10:05am in Room 102, Wildwood**
Internal Proposal Review	May 27, - May 31, 2011
Vendor Presentations and Selection Committee Meeting (if necessary)	June 3, 2011 @ 10:00am in Room 102, Wildwood**
Site Visits – Two (2) Non Mandatory site visits will take place	1. May 9, 2011 @ 9:00am in Room 142, Bushnell* 2. May 11, 2011 @ 9:00am in Room 142,Bushnell*
Selection Committee Meeting	June 1, 2011 @ 10:00am in Room 102, Wildwood**
Sumter County BOCC Approval	June 14, 2011
Contract Negotiations (if necessary)	June 15, 2011

***Room 142 is located at the Sumter County Government Office Building, 910 North Main Street, Bushnell, FL 33513**

****Room 102 is located at The Villages Sumter County Service Center, 7375 Powell Road, Wildwood, FL 34785**

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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, FL 34785**, no later than May 27, 2011 @ 10:00am.** Proposers shall take careful notice of the following conditions of this Request for Proposal:

- Submissions by FAX or other electronic media will not be accepted under any circumstances. Late submissions will not be accepted under any circumstances.

- Submitters may withdraw and/or replace proposals at any time until the deadline for submission of proposals.

- All questions received by 5:00pm, May 18, 2011, will be considered. **Questions will not be answered over the phone.** Questions regarding the RFP process must be in writing and faxed to (352)689-4401, attention: Mrs. Amanda Taylor or emailed to Amanda.taylor@sumtercountyfl.gov. All Requests for Information (RFI's) regarding the construction plans or specifications must be faxed to Sumter County, Attention Mrs. Amanda Taylor, (352)689-4401.

- 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 Office, 7375 Powell Road, Suite 206, Wildwood, FL 34785 from 8:00 A.M. to 5:00 P.M.

PRE-PROPOSAL CONFERENCE

A Non-Mandatory Pre-Proposal Conference has been scheduled for this project. The Conference will be held on May 9, 2011. See Page #2 for time and location. Plans will be available on www.demandstar.com along with the bid package.

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

OPEN RECORDS

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

VENDOR RESPONSIBILITY

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

- Submissions shipped by express delivery, or in overnight or courier envelopes, boxes, or packages must be prominently marked on the outside of such envelopes, boxes or packages with the sealed proposal identification.

- Any envelopes, boxes, or packages which are not properly labeled, identified, and prominently marked with the sealed proposal identification, may be inadvertently opened upon receipt, thereby invalidating such proposals and excluded from the official proposal opening process.

- Invitation by Sumter County BOCC to vendors is based on the recipient's specific request and application to Demandstar.com, or as the result of response by the public to the legal advertisements required by the State.

- Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind. No proposer will be reimbursed for any cost incurred as a result of preparing or submitting their proposal. Additionally, no travel expenses incurred as a result in participating in the proposal process will be reimbursed.

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

- Proposals that are incomplete, unbalanced, conditional, obscure, or which contain additions not called for, alterations, or irregularities of any kind, or which do not comply with these documents may be rejected at the option of the Sumter County BOCC.

INSURANCE REQUIRED

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

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

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

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

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

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

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

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

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

Builder's Risk (when applicable) The Contractor, prior to notice to proceed or commencement of work, whichever occurs first, shall maintain Builder's Risk insurance providing coverage to protect the interests of the County, Contractor, subcontractors, including property acquired under a sales tax incentive program, property in transit, and property on or off-premises, which shall become part of the building or project. Coverage shall be written on an All-Risk, Replacement Cost, and Completed Value Form basis in an amount at least equal to 100% of the projected completed value of the Project as well as subsequent modifications of that sum. Any flat deductible(s) shall not exceed $25,000, any wind percentage deductible (when applicable) shall not exceed ten-percent (10%); and any flood sub limit shall not be less than 25% of the projected completed value of the project. The Contractor shall endorse the policy with a manuscript endorsement eliminating the automatic termination of coverage in the event the building is occupied in whole or in part, or put to its intended use, or partially accepted by the County. The manuscript endorsement shall amend the automatic termination clause to

only terminate coverage if the policy expires, is cancelled, the County's interest in the building ceases, or the building is accepted or insured by the County.

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

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

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

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

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

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

The County shall have the right, but not the obligation, of prohibiting the Contractor from entering the Project site until a new Certificate of Insurance is provided to the County evidencing the replacement coverage. The Contractor agrees the County reserves the right to withhold

payment to the Contractor until evidence of reinstated or replacement coverage is provided to the County. If the Contractor fails to maintain the insurance as set forth herein, the Contractor agrees the County shall have the right, but not the obligation, to purchase replacement insurance, which the Contractor agrees to reimburse any premiums or expenses incurred by the County.

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

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

   Sumter County Board of County Commissioners
   Risk Management Department
   Attn: Lita Hart
   7375 Powell Road, Suite 219
   Wildwood, FL 34785

Contractor Insurance Requirements Summary

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

General Liability
$1,000,000 per occurence/$2,000,000 Aggregate

Business Auto Liability
$1,000,000 per occurrence

Workers' Compensation
According to Florida Statutes Chapter 440

Umbrella or Excess Liability
Needed for certain large contracts as determined by Risk Management
$2,000,000 per occurrence/$2,000,000 Aggregate.

Builders Risk
Needed for construction projects as determined by Risk Management

Waiver of Subrogation

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

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

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

Sumter County Board of County Commissioners
Risk Management Department
Attn: Lita Hart
7375 Powell Road, Suite 219
Wildwood, FL 34785

For specific details on the information listed above, please see the Standard Insurance Requirements document or contact Risk Management at 352-689-4430.

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

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

- Liability Insurance: The submitter shall purchase and maintain such insurance as will protect him/her from claims which may arise out of or result from the vendor's operations under the terms and conditions of the Proposal. Liability insurance shall be obtained at the vendor's expense and in his/her name as the insured, which Certificate shall show Sumter County Board of County Commissioners as additional name insured. Liability insurance shall be provided on a form approved by Sumter County Board of County Commissioners and shall include endorsements for contractual liability and such other endorsements appropriate for the work required by this Proposal as may be required by the Sumter County BOCC. The limit of liability for this coverage shall not be less than $1,000,000 single event limit.

- Automobile Liability Insurance covering all automobiles and trucks the vendor may use in connection with this Proposal. The limit of liability for this coverage shall not be less than $500,000 CSL per occurrence for bodily injury and property damage. This is to include owned, hired, and non-owned vehicles.

- Workers' Compensation Insurance, as required by the State of Florida.

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

EXAMINATION OF PROPOSAL DOCUMENTS

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

- Should a vendor find discrepancies or ambiguities in, or omissions from the Drawings and/or Specifications, or should he/she be in doubt as to their meaning, he/she shall at once notify Sumter County BOCC in writing.

INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

- No oral interpretations will be made to any vendor as to the meaning of the Proposal/Contract Documents. Any questions or request for interpretation received by Sumter County BOCC before 5:00 pm, May 18, 2011, will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Proposal Conference (if applicable), mailed or sent by available or electronic means to all attending prospective Submitters prior to the established proposal opening date. Each Vendor shall acknowledge receipt of such addenda in the space provided on the Proposal Form.

- In case any Vendor fails to acknowledge receipt of such addenda or addendum, his/her proposal will nevertheless be construed as though it had been received and acknowledged and the submission of his Proposal will constitute acknowledgment of the receipt of same. All addenda are a part of the Proposal Documents and each Vendor will be bound by such addenda, whether or not received by him/her. It is the responsibility of each Vendor to verify that he/she has received all addenda issued before Proposals are opened.

- In the case of unit price items, the quantities of work to be done and materials to be furnished under this Proposal/Contract are to be considered as approximate only and are to be used solely for the comparison of Proposals received. The Sumter County BOCC and/or CONSULTANTS do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Vendor plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other proposal documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices proposal.

INSPECTION OF THE SITE

The Contractor shall visit the site only during scheduled site visits, provided on Page #2 of this RFP document. The Contractor shall thoroughly examine and familiarize themselves with the drawings, and specifications related to field conditions, the difficulties, logistical restrictions required to meet the requirements of this RFP. Deficient understanding of the existing field conditions will in no way relieve the contractor from the contractual obligations of this RFP. Any damage to existing County assets as a result of the contractors' activities will be replaced at the sole expense of the Contractor.

SUBSTITUTIONS FOR MATERIALS AND EQUIPMENT

Request for substitutions will be considered upon written request during the RFP process but not later than May 18, 2011 at 5:00 p.m. the Contractor shall provide the following information model number, size or catalog number, only such specific items may be used in preparing the Proposal, for consideration of the Architect – Engineer and Sumter County. Substitutions not approved during the RFP phase will not be allowed in the construction phase.

GOVERNING LAWS AND REGULATIONS

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

PREPARATION OF PROPOSALS

- Signature of the Vendor: The Vendor must sign the Proposal forms in the space provided for the signature. If the Vendor is an individual, the words "Doing Business As _____," must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words, "Member of the Firm" should be written beneath such signature. If the Vendor is a corporation, the title of the officer signing the Proposal on behalf of the corporation must be stated and evidence of his authority to sign the Proposal must be submitted. The Vendor shall state in the Proposal Form the name and address of each person interested therein.

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

- Total Proposal Price/Total Contract Sum Proposal: *The total price proposed for the work shall be the aggregate of the lump sum prices proposed and/or unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the Cost Quotation Form. In the event that there is a discrepancy on the Cost Quotation Form due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project Proposal amount.*

PROVIDING PAYMENT AND PERFORMANCE BOND

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

FISCAL YEAR FUNDING APPROPRIATION

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

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

TAX EXEMPT STATUS

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

PROTECTION OF RESIDENT WORKERS

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

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS

The Sumter County Board of County Commissioners is a unit of local government and as such reserves the right to reject any and/or all proposals, reserves the right to waive any informalities or irregularities in the proposal or examination process, reserves the right to select low proposal per item, and reserves the right to award proposals and/or contracts in the best interest of the Sumter County Board of County Commissioners.

RIGHT TO AUDIT RECORDS

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

ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES

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

SUPPLEMENTAL TERMS & CONDITIONS

1) **PROJECT SCHEDULE, MILESTONE DATE REQUIREMENTS AND ASSESSMENTS:** As a part of this bid package the contractor shall submit a preliminary critical path schedule, with a projected start date and a projected completion date. Once the contract has been approved by the Sumter County Board of County Commissioners, the contractor and County will agree to an actual notice to proceed date which will commence all permitting and construction activities. Should the contractor fail to meet the milestone date of the schedule the County will impose a $1,000.00 assessment per milestone date which is not obtained on a monthly basis. This action will automatically reduce the contract amount accordingly each month. If the contractor is able to meet the

original completion date of the CPM schedule, the County will reimburse the contractor for maintaining the overall schedule, although if the contractor fails to meet the original completion date the County will retain all assessments. Sumter County BOCC will retain sole discretionary authority to consent to changes in the critical path schedule, once the county and contractor agree to the notice to proceed date.

PART 2
EVALUATION AND AWARD

PROPOSAL EVALUATION

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

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

SCORE:
0 = Non-Responsive
1 = Poor
2 = Fair
3 = Average (Included only minimum of what was asked for on subject criteria)
4 = Good
5 = Excellent

Do not attempt to contact any Selection Committee Member, staff member or person other than Mrs. Amanda Taylor for questions relating to this project. **Anyone attempting to contact Sumter County BOCC representatives may be disqualified.** The Selection Committee Members shall be Doug Conway, Project Manager, David Green, Electrical Engineer with Ingenuity Engineers, and Bob Kegan, Building Official.

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

The Selection Committee will meet to evaluate proposals in Room 102 on June 1, 2011 at 10:00am at The Villages Sumter County Service Center located at 7375 Powell Road, Wildwood, FL 34785.

PROPOSAL 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 requested by telephone, fax or electronic media will not be accepted.

PART 3
PROPOSAL SUBMITTAL

An original (1), four (4) copies, and one (1) electronic version (for a total of 6), of each proposal or alternate proposal shall be submitted in a sealed envelope, prominently marked on the outside with the words, **"RFP 007-0-2011/AT Sumter County Sheriff's Office & VOIP Generators"** 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 # 007-0-2011/AT Sumter County Sheriff's Office & VOIP Generators"** and the contents sealed as required.

- Deadline for Submissions in response to this Request for Proposals: Proposals must be received no later than 10:00am, May 27, 2011. Proposals submitted by FAX or other electronic media will not be accepted under any circumstances. **Late proposals will not be accepted, and will be returned, unopened, to the proposer, at the proposer's expense**.

- Any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of any public building or public work, may not submit proposals on leases of real property to a public entity crime, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of ten thousand dollars, ($10,000.00) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list, pursuant to paragraph 2a of Section 287.133, Florida Statutes.

- The Sumter County Board of County Commissioner as a unit of local government reserves the right to reject any and/or all proposals, reserves the right to waive any informalities or irregularities in the proposal or evaluation process, and reserves the right to award contract(s) in the best interest of the Sumter County BOCC.

PAGE SPECIFICATIONS

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

PART 4
PROPOSAL DOCUMENTS

PROPOSAL COVER PAGE

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 ☐ Partnership ☐ Proprietorship ☐ Joint Venture ☐ Other ☐** **If Corporation:** **Date of Incorporation:** **State of Incorporation:** **States Registered in as Foreign Corporation:**
Authorized Signature: **Print Name:** _____ **Signature:** _____ **Title:** _____ **Phone:** _____
This document must be completed and returned with your Submittal.

PROPOSER'S CERTIFICATION

Submit To: Sumter County Board of County Commissioners 7375 Powell Road Wildwood,, FL 34785 Phone 352-689-4400 Fax 352-689-4401	SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS REQUEST FOR PROPOSAL (RFP) CERTIFICATION AND ADDENDA ACKNOWLEDGMENT

DUE DATE: May 27, 2011	**DUE TIME: 10:00 AM**	**RFP # 007-0-2011/AT**

TITLE: Sumter County Sheriff's Office & VOIP Generators

VENDOR NAME:	**PHONE NUMBER:**
VENDOR MAILING ADDRESS:	**FAX NUMBER:**
CITY/STATE/ZIP:	**E-MAIL ADDRESS:**

"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this RFP and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for assessment of liquidated damages claims. I further certify that the services will meet or exceed the RFP requirements. I, the undersigned, declare that I have carefully examined the RFP, specifications, terms and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this RFP with any other Offeror and have not colluded with any Offerors or parties to an RFP whatsoever for any fraudulent purpose."

Addendum # Addendum # Addendum # Addendum # Addendum #

"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an RFP for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the RFP, including but not limited to certification requirements. In conducting offers with an agency for Sumter County Board of County Commissioners (BOCC), respondent agrees that if this proposal is accepted, the respondent will convey, sell, assign, or transfer to the Sumter County BOCC all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the COUNTY. At the Sumter County BOCC discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent."

Authorized Agent Name, Title (Print) Authorized Signature Date

This form must be completed and returned with your Submittal

STATEMENT OF TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

VENDOR RESPONSIBILITY: Vendors are fully and completely responsible for the labeling, identification and delivery of their submittals. The 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.**

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

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

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

PREPARATION OF PROPOSALS/BIDS:

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

Basis for Bidding: The price proposed for each item shall be on a lump sum or unit price basis according to specifications on the RFP/BID FORM. The proposed prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered, unless otherwise provided herein.

Total Proposed Price/Total Contract Sum Proposed: If applicable, the total price bid for the work shall be the aggregate of the lump sum prices proposed and/or unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the RFP/BID FORM. In the event that there is a discrepancy on the RFP/BID FORM due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount.

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

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

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

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

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

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

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

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

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

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

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

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

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

ACKNOWLEDGED.

_____
(Signature and Date)

This document must be completed and returned with your Submittal

STATEMENT OF CONTRACTOR'S EXPERIENCE AND PERSONNEL

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

CONTRACTOR:_____

DATE:_____

1. How many years has your organization been in business as a electrical contractor under your present business name? _____

2. List all previous business names of your organization:

_____

_____

3. How many years experience in electrical contracting? _____

Prime Contractor _____Subcontractor _____

4. List all officers and directors of your organization:

NAME POSITION/TITLE

_____

_____

_____

_____

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

_____

_____

EXPERIENCE

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

_____

Name Position

_____

Type of Work Yrs. Experience Yrs. With Firm

_____

Name Position

Type of Work Yrs. Experience Yrs. With Firm

Name Position

Type of Work Yrs. Experience Yrs. With Firm

Name Position

Type of Work Yrs. Experience Yrs. With Firm

Name Position

Type of Work Yrs. Experience Yrs. With Firm

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

Project Location

Date Contract Amount

Project Architect Contact Name and Phone Number

Owner's Contact Name and Phone Number

Project Location

Date Contract Amount

Project Architect Contact Name and Phone Number

Contact Name and Phone Number

Project _____ Location _____

Date _____ Contract Amount _____

Project Architect Contact Name and Phone Number _____

Contact Name and Phone Number _____

Project _____ Location _____

Date _____ Contract Amount _____

Project Architect Contact Name and Phone Number _____

Contact Name and Phone Number _____

Project _____ Location _____

Date _____ Contract Amount _____

Project Architect Contact Name and Phone Number _____

Contact Name and Phone Number _____

CONTRACTOR'S AFFIDAVIT

State of Florida
County of _____

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

Personally Known _____ or Produced Identification _____

Sworn to and subscribed before me this _____ day of _____, 2009

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

(seal)

DRUG FREE WORKPLACE CERTIFICATE

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

_____
(print or type name of firm)

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

_____
Authorized Signature

_____
Date Signed

State of: _____

County of: _____

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

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

_____
Signature of Notary

My Commission Expires _____

(seal)

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

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

Name of Firm Submitting Proposal:

(Print or Type)

Name of Person Submitting Proposal:

(Print or Type)

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

Name of Firm or Agency:
Address:
Telephone:
Contractor's License number
Contact Name / Title:

Name of Firm or Agency:
Address:
Telephone:
Contractor's License number
Contact Name / Title:

Name of Firm or Agency:
Address:
Telephone:
Contractor's License number
Contact Name / Title:

Name of Firm or Agency:
Address:
Telephone:
Contractor's License number
Contact Name / Title:

Name of Firm or Agency:
Address:
Telephone:
Contractor's License number
Contact Name / Title:

This document must be completed and returned with your Submittal

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):

_____

_____

_____

_____

_____

STATEMENT OF "NO PROPOSAL"
RFP # 007-0-2011/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, Wildwood, FL 34785. Attn: Mrs. Amanda Taylor.

We, the undersigned, have declined to submit a proposal for your **RFP # 007-0-2011/AT Sumter County Sheriff's Office & VOIP Generators** for the following reasons:

_____ Specifications are too "tight", i.e. geared toward one brand or manufacturer only (please explain reason below)

_____ Insufficient time to respond to Request for Proposals.

_____ We do not offer this product/s or equivalent.

_____ Remove us from your vendor's list for this commodity or service.

_____ Our product schedule would not permit us to perform to specifications.

_____ Unable to meet specifications.

_____ Unable to meet insurance requirements.

_____ Specifications unclear (please explain below).

_____ Competition restricted by pre-approved owner standards.

_____ Other (please specify below or attach a separate sheet).

Remarks:

_____

_____

_____

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

Company Name: _____

Address: _____

Signature and Title:

_____

Telephone Number _____ Date _____

PART 5
SCOPE OF SERVICES

The Sumter County Board of County Commissioners is requesting proposals from qualified firms for the renovation of the **RFP # 007-0-2011/AT Sumter County Sheriff's Office and BOCC VOIP Generator**.

The general scope of work will entail installation of two generators 1) Sheriff's Office at 1010 North Main Street, install generator, load balancing of the existing two (2) 400 main panels, the construction of redundant power supply to the Sheriff's Comm. Center 2) Sumter County Government Office 910 North Main Street, install one generator and associated components.

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

PLANS / SPECIFICATIONS

Construction documents will be on Demand Star at www.demandstar.com along with the bid package.

CONSTRUCTION SCHEDULE

The construction period shall be as indicated by project, by calendar days from Notice to Proceed to substantial completion for issuance of Building Certificate of Occupancy. Weather delays will be given where such delays exceed published national weather service norms for the same period, per the terms of the contract documents. Note comments in existing facilities regarding working hours.

EXISTING FACILITIES

This project is being constructed next to the Sheriff's Administration Facility 1010 North Main Street and the Sumter County government office 910 North Main Street, Bushnell, Fl. The Contractor shall take all necessary measures to ensure that the **day to day operations are not adversely impacted as determine by Sumter County.** All of the scope of work associated with the Sumter County Sheriff's Office will be performed from 6 pm until 6 am in order to minimize any adverse impact to the Sheriff's operations. Consideration will be given to request to work from 6 am to 6 pm on a case by case basis, for example the setting of the generator. It will be at the sole determination of Sumter County to allow the contractor to work at the Sheriff's Office during normal working hours.

The scope of work will also effect the Sheriff's Com. Center operations area, work activities which will be preformed in this area are to be closely communicated with Sumter County, in order to coordinate with the Sheriff's office, for this Comm. Center area the work hours will be after 6:00 pm and before 6:00 am . If the contractor needs to work the weekend, they must first gain the approval of Sumter County.

SITE CLEANLINESS AND CONDITION

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

PERMITS / LICENSES

Building permits **ARE** required for this project. Obtaining the necessary permits and payment of related state fees will be the responsibility of the CONTRACTOR. All county fees will be waived, although the state fees collected by the Sumter County Building Department will be paid by the Contractor, and should be included in the proposal. Contractor must meet all local codes and licensing requirements. Sumter County is the local authority and jurisdiction of this project. The Contractor and all Sub-Contractors must be licensed and registered as applicable in Sumter County to perform the work required for this project. The Contractor shall furnish the County with a list of all sub-contractors performing work on the project. **Upon submission of the RFP package**, the successful vendor will be required to obtain any additional license as required by the State of Florida or Sumter County. It will be the vendor's responsibility to determine which type of additional licensing or permitting is required. The awarded Contractor can not revise their sub-contractors without prior approval by Sumter County.

PART 6
EXHIBITS
Drawing & Specification
Exhibit A1

SUMTER COUNTY SHERIFF'S OFFICE AND BOCC VOIP GENERATOR

DRAWING LIST

SHEET E-1 ELECTRICAL SPECIFICATIONS, ABBREVIATIONS, SYMBOLS AND RISER DIAGRAM
SHEET E-2 SCSO - ELECTRICAL PLAN AND RISER DIAGRAM
SHEET E-3 BOCC VOIP - ELECTRICAL PLAN AND RISER DIAGRAM

PROJECT SPECIFICATIONS DATED, MARCH 23, 2011

SPECIFICATIONS

DIVISION 16 - GENERAL REQUIREMENTS

16010 GENERAL PROVISIONS
16011 ELECTRICAL SCOPE
16102 BASIC DEVICES
16110 RACEWAYS - METAL
16111 RACEWAYS – NON-METALLIC
16120 CONDUCTORS
16130 OUTLET BOXES, JUNCTION BOXES & GUTTERS (WIREWAYS)
16490 AUTOMATIC TRANSFER SWITCH
16650 ENGINE GENERATORS

PART 6
EXHIBITS
Exhibit A
Proposal Form

To: Bradley Arnold, County Administrator
7375 Powell Road, Wildwood, FL 34785
Telephone: (352) 689-4435
Fax: (352) 689-4401

Re: **RFP # 007-0-2011/AT Sumter County Sheriff's Office & VOIP Generators**

Dear Mr. Arnold:

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

   _____ Dollars ($_____)

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

Date: _____

_____
Contractor
By: _____
Title: _____
Telephone: _____
Address: _____
_____
_____

SUMTER COUNTY BOCC
PROJECT - SHERIFF'S GENERATOR SCHEDULE OF VALUES
EXHIBIT B - FORM 311
PREPARED BY

DIV #	ACCOUNT DESCRIPTION	QTY	UNIT RATE	BID AMOUNT
1000	GENERAL CONDITIONS			
1040	PROJECT COORDINATION			
1045	CUTTING AND PATCHING			
1310	PERMITS – STATE			
1311	BONDS			
1312	INSURANCE			
1313	OVERHEAD AND PROFIT			
1700	CONTRACT CLOSEOUT			
1710	FINAL CLEANING			
1740	WARRANTIES			
16000	OTHER ELECTRICAL COMPONENTS			
16490	AUTOMATIC TRANSFER SWITCH			
16650	ENGINE GENERATORS			
	SUB -TOTAL PROJECT COST			
	CONTINGENCY @ %			
	TOTAL BID AMOUNT			

SUMTER COUNTY BOCC
PROJECT - BOCC VoIP GENERATOR SCHEDULE OF VALUES
EXHIBIT B - FORM 311
PREPARED BY

DIV #	ACCOUNT DESCRIPTION	QTY	UNIT RATE	BID AMOUNT
1000	GENERAL CONDITIONS			
1040	PROJECT COORDINATION			
1045	CUTTING AND PATCHING			
1310	PERMITS – STATE			
1311	BONDS			
1312	INSURANCE			
1313	OVERHEAD AND PROFIT			
1700	CONTRACT CLOSEOUT			
1710	FINAL CLEANING			
1740	WARRANTIES			
16000	OTHER ELECTRICAL COMPONENTS			
16490	AUTOMATIC TRANSFER SWITCH			
16650	ENGINE GENERATORS			
	SUB -TOTAL PROJECT COST			
	CONTINGENCY @ %			
	TOTAL BID AMOUNT			

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 Consultant.)

THIS AGREEMENT is made this _____ day of _____, 2011, 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 "Consultant"), whose address is .

RECITALS

WHEREAS, the Board has need of professional services for Sumter County Sheriff's Office and VoIP Generators; and

WHEREAS, the parties desire to enter into a written agreement outlining the duties, responsibilities and compensation of Consultant, based on the Consultant's response to RFP # 007-0-2011/AT – Request for Proposals for Sumter County Sheriff's Office and VoIP Generators;

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

1. The relationship of the Consultant to the Board will be that of a professional consultant and the Consultant will provide the professional and technical services required under this agreement in accordance with acceptable professional practices and ethical standards applicable to Consultant's profession, and Consultant will endeavor to provide to the Board prompt and efficient consulting services to the best of its ability.

2. Consultant is hereby retained and employed as the Sumter County Sheriff's Office and VoIP Generators, and will work with the Board to provide said services in accordance with the scope of work outlined in RFP # 007-0-2011/AT.

3. Consultant 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. Consultant 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 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 Consultant 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, Consultant shall be authorized to receive payment for all work performed up to the date of termination.

6. With regard to compensation paid to Consultant, Consultant shall furnish to the Board on a monthly basis an itemized invoice detailing all of Consultants 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 (Exhibit "A"). Consultant shall compute the total amount due for the preceding month and all amounts due Consultant shall be paid on a monthly basis pursuant to the provisions of the Local Government Prompt Payment Act, F.S. 218. Consultant 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 Consultant 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 Consultant shall be made available to the Board upon request and shall be considered public records.
   c. Consultant 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-consultants (if any).
   d. Consultant 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. Consultant shall, at all times, carry Professional Liability, General Liability, Automobile and Worker's Compensation Insurance pursuant to the insurance requirements in RFP # 007-0-2011/AT, naming Board as an additional insured in each such policy.
   f. Upon Consultant's written request, the Board will furnish, or cause to be furnished, such reports, studies, instruments, documents, and other information as Consultant and Board mutually deem necessary, and Consultant may rely upon same in performing the services required under this agreement.
   g. The Board and Consultant 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 Consultant 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 Consultant may be required to provide additional services to the Board on challenges, public protests, administrative hearings or

similar matters. The consultant 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 Consultant and which are further incorporated herein by reference, consist of the following:

a. Request for Proposals (RFP)
b. Instructions, Terms, and Conditions
c. RFP Forms
d. Vendor's Certification
e. General Terms and Conditions
f. Drug Free Workplace Certificate
g. References
h. Agreement for Services
i. Permits / Licenses
j. All Proposals Addenda Issued Prior to RFP Opening Date
k. All Modifications and Change Orders Issued

10. Consultant 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. Consultant, 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. Consultant is hereby designated as an independent contractor to the Board and none of the employees, agents or servants of the Consultant 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 it's rights hereunder, whether litigation be instituted or not, at the trial court and appellate court level.

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

17. Consultant 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.

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

19. 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 CONSULTANT
Name:	Name:
Address:	Address:
Title:	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:

Consultant

By: _____

_____

By: _____

Date Signed: _____

NOTICE TO PROCEED

To: _____ Date: _____

_____

_____

Project: **RFP #007-0-2011/AT Sumter County Sheriff's Office & VoIP Generators**

You are hereby notified to commence WORK in accordance with the Agreement dated _____, on or before _____, and you are to complete the WORK within ___ consecutive calendar days thereafter. The date of completion of all WORK is therefore _____.

Please acknowledge the NOTICE TO PROCEED and return to:

Mr. Don Burgess, Chairman
Sumter County Board of County Commissioners
7375 Powell Road, Suite 200
Wildwood, FL 34785

Dated this _____ day of _____, 20__

By: _____

Title: Chairman

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

_____, this _____day of _____, 20__

By: _____ Title: _____

RFP 007-0-2011/AT Sumter County Sheriff's Office & VoIP Generators – Bid Opening Meeting Minutes from May 27, 2011.

The bid opening took place at 10:05am on May 27, 2011 in Room 102 located within The Villages Sumter County Service Center, 7375 Powell Road, Wildwood, FL 34785.

Amanda Taylor and Art Bisner were present to represent county staff.

Amanda stated the Selection Committee will meet on June 1, 2011 at 10:00am in Room 102. They have the option to hold vendor presentations. If they do so, vendor presentations will be held on June 3, 2011 starting at 10:00am in Room 102. The Selection Committee's recommendation to the Sumter County Board of County Commissioners will be made on June 14, 2011. Amanda stated until award was made the primary contact for this RFP will be her.

Amanda stated two addendums were to be acknowledged, one original, four copies and one electronic version was required in each packet.

Amanda stated three bids were received on time and opened in no particular order as follows:

1. Hearts of Florida Electric, Inc. – all copies were included, both addendums were acknowledged, lump sum price of $132,700.00 listed; only one Form 311 was submitted and no schedule was submitted.

2. Brian's Electric – no electronic copy was submitted, copies of the entire proposal were not correctly submitted, both addendums were acknowledged, lump sum price of $135,845.00 listed, both Form 311 were submitted; no schedule was submitted.

3. Mid State Electric of Ocala, Inc. – all copies were included, both addendums were acknowledged, lump sum price of $223,500.00 listed, schedule was included; only one Form 311 was submitted.

The meeting adjourned at 10:16am.

RFP 007-0-2011/AT Sumter County Sheriff's Office & VoIP Generators – Selection Committee meeting held on June 1, 2011.

The meeting was held at 10:00am in Room 102 located within The Villages Sumter County Service Center, 7375 Powell Road, Wildwood, FL 34785.

Doug Conway, Construction Manager; Bob Kegan, Building Official; and Brian Hessinger, from Ingenuity Engineers, Inc. were present to represent the Selection Committee.

Amanda Taylor was present to represent county staff.

Amanda stated the Selection Committee had the option of holding Vendor Presentations. If Vendor Presentations were needed they would be held on June 3, 2011 beginning at 10:00am. The Selection Committee's recommendation will be taken to the Sumter County Board of County Commissioners on June 14, 2011. If contract negotiations were needed they would begin June 15, 2011.

Amanda then turned the meeting over to the Selection Committee.

Doug stated he was concerned about the discrepancies in the proposals received from all three companies. The committee agreed and discussed the three proposals. It was stated that Brian's Electric and Heart of FL Electric, Inc. did not provide a schedule of any type as required in the RFP, there were no cut sheets, and it appeared items regarding pricing might be missing on the Form 311 from both companies. It was stated that Mid State Electric of Ocala, Inc. did not provide the two Form 311's as required within the RFP so a clear price breakdown of the project was not evident. Also, Mid State Electric of Ocala, Inc. schedule was vague regarding the work to be performed at both locations. The Committee agreed that because of the 911 Communication Center being affected a detailed schedule was required.

Doug made a motion to reject all three bids and re-bid the entire project. Bob seconded the motion and the motion carried unanimously.

The meeting adjourned at 10:24am.