



LAKE COUNTY  
FLORIDA

**REQUEST FOR PROPOSAL (RFP)**

Fire Door Inspection and Maintenance Services

<b>RFP Number:</b>	<u>16-0434</u>	<b>Contracting Officer:</b>	<u>Sandra Rogers</u>
<b>Proposal Due Date:</b>	<u>July 13, 2016</u>	<b>Pre-Proposal Conference Date:</b>	<u>Not applicable</u>
<b>Proposal Due Time:</b>	<u>3:00 PM</u>	<b>RFP Issue Date:</b>	<u>June 21, 2016</u>

<b>TABLE OF CONTENTS</b>	
SECTION 1: Special Terms and Conditions	Page 2
SECTION 2: Statement of Work	Page 14
SECTION 3: General Terms and Conditions	Page 16
SECTION 4: Pricing/Certifications/Signatures	Page 20
SECTION 5: Attachments	Page 23

<b>SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:</b>	
Proposal and/or Performance Bond:	Not applicable to this solicitation
Certificate of Competency/License:	See Section 1.17
Indemnification/Insurance:	See Section 1.7
Pre-Proposal Conference/Walk-Thru:	Not applicable

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

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

**NO-RESPONSE REPLY**

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

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

**VENDOR IDENTIFICATION**

**Company Name:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_ **Contact Person:** \_\_\_\_\_

**Section 1.1: Purpose**

The purpose of this solicitation is to select a qualified Vendor to provide inventory inspections, testing, maintenance, and repairs to all Lake County doors. This Vendor shall complete these tasks as stated under the National Fire Protection Association 80 Guidelines, (NFPA), Standard for Fire Doors and Other Opening Protectives, 2016 or the latest edition thereof.

Any reference to specifications, codes or regulations stated in this solicitation shall mean the latest and most current revision of such specifications, codes or regulations.

Vendors are advised that this procurement action will be formalized by an agreement. A sample agreement is provided in Attachment 5 of this Request for Proposal.

**Section 1.2: Designated Procurement Representative**

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

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

Phone : 352.343.9839 Fax : 352.343.9473  
E-mail: srogers@lakecountyfl.gov

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

**Section 1.3: Method of Award – Considering Qualifications and Pricing**

Award will be made to the vendor who submits the overall proposal that is judged to provide the best value to the County. The vendor shall have, at a minimum, five (5) years of verifiable experience in performing the inspections and repairs of fire doors and a current certificate associated with NFPA 80, Standard for Fire Doors and Other Opening Protectives, to inspect, maintain and repair Fire Doors. Proposals will be evaluated based upon the following criteria, which are listed in order of descending importance:

1. Qualifications of proposed personnel.
2. Proposed materials and plans to accomplish task.
3. Proposed costs / fee schedule.
4. Reports from direct and indirect references.

5. Responsiveness and completeness of the written proposal to these instructions with regard to the Scope of Services.
6. Other relevant criteria.

#### **Section 1.4: Pre-Proposal Conference**

Not applicable.

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

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

#### **Section 1.6: Option to Renew for Four (4) Additional One (1) Year Period(s) (With Price Adjustment)**

Prior to, or upon completion, of the initial term of this contract, the County shall have the option to renew this contract for Four (4) additional one (1) year period(s). Prior to completion of each exercised contract term, the County may consider an adjustment to price based on changes in the following pricing index: CPI. It is the vendor's responsibility to request any pricing adjustment in writing under this provision. The vendor's written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

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

#### **Section 1.6.1: Price Redetermination - Fuel**

If the below-identified price index for fuel (gas and/or diesel as applicable to the vendor's operation) increases by ten percent (10%) or more from the base index as defined below, the vendor may petition the Procurement Services Manager in writing for an appropriate increase in

the contract price(s). Any increase in the contract price(s) will be applied considering the relation of fuel cost to the contractor's total cost for the contracted product or service.

Any price re-determination will be solely based upon the percentage change between the base index and the current month index as documented by the:

State of Florida Department of Management Services

[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/state\\_contracts\\_agreements\\_and\\_price\\_lists/state\\_term\\_contracts/bulk\\_fuel\\_gasoline and diesel](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/state_term_contracts/bulk_fuel_gasoline_and_diesel) for unleaded gas, Florida PAD 1, Orlando

The base index will be the index number for the month prior to the due date of the solicitation. The current month index will be the last month's index published before the request for a price re-determination is made.

The vendor shall provide (in writing) a cost analysis as described below for each contract price for which the vendor is requesting adjustment. This analysis must include the percentage increase calculation between the base and current month indices; a clear and detailed representation of the fuel cost component of any contract price for which an adjustment is requested; and a calculation showing the original contract price, the requested adjustment, and the proposed revised price. As an example: if the fuel index increases by twelve percent (12%) and the fuel cost accounts for ten percent (10%) of the cost of the product or service, then the contract price may be increased by 1.2 %  $(0.12 * 0.10)$ . The vendor may submit additional clarifying or justifying information for the County's consideration. Failure to provide sufficient detail in the manner described above shall result in rejection of the vendor's request for pricing adjustment.

If the Procurement Services Manager grants any increase in any contract price based upon this clause, the increased price(s) may be adjusted downward on a unilateral basis by the County if the fuel index(es) used to support any previous increase then decrease by ten percent (10%) or more. Any such decrease will be based on the calculations submitted by the vendor pertaining to any previous price increase.

This clause may be used in addition to any other price redetermination clause in this invitation/contract.

### **Section 1.7: Insurance (Purchases Over \$25,000)**

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

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the

Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

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

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

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

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

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

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

Employers Liability insurance with the following minimum limits and coverage:

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

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

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

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

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

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

If it is not possible for the Vendor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Vendor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF  
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.  
P.O. BOX 7800  
TAVARES, FL 32778-7800

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

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor’s requirements.

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

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such

deductible or self-insured retention shall be the sole responsibility of the vendor and/or sub contractor providing such insurance.

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

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

**Section 1.8: Bonding Requirements**

Not applicable to this solicitation

**Section 1.9: Completion/Delivery**

As specified in Attachment 5, Sample Agreement.

**Section 1.10: Acceptance of Goods or Services**

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

In the event that the service does not conform to the specifications, the County reserves the right to terminate the contract and will not be responsible to pay for any such services.

**Section 1.10.1: Deficiencies in Work to be Corrected by the Vendor**

As specified in Attachment 5, Sample Agreement.

**Section 1.11: Warranty**

As specified in Attachment 5, Sample Agreement.

**Section 1.12: Materials Shall be New and Warranted Against Defects**

As specified in Attachment 5x Sample Agreement.

**Section 1.13: Delivery and Completion of Solicitation Response****Section 1.13.1: Delivery of Solicitation Response**

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

prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

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

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

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

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

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

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

LAKE COUNTY PROCUREMENT SERVICES  
MAIL RECEIVING CENTER  
32400 COUNTY ROAD 473  
LEESBURG, FL 34788

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

**Section 1.13.2: Completion Requirements for Request For Proposal (RFP)**

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

**A. Economy of Presentation**

Each proposal shall be prepared simply and economically, providing a straightforward, concise

description of the proposer’s capabilities to satisfy the conditions and requirements of this RFP. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each proposal must be on completeness and clarity of content. The County emphasizes that the proposer concentrate on accuracy, completeness, and clarity of content.

## **B. Proposal Guidelines**

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

Page Size and Format - Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. The text size shall be 11 point or larger. Use at least one (1) inch margins on the top and bottom and three-quarter (3/4) inch side margins. Pages shall be numbered sequentially by section.

Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed eleven (11) by seventeen (17) inches in size. Foldout pages shall fold entirely within the section, and may only be used for large tables, charts, graphs, diagrams, and schematics.

Binding and Labeling - All Sections of the proposal should be identified by section tabs, A cover sheet should be bound in each separate proposal copy, clearly marked as to RFP title, solicitation number, copy number, and the Proposer's name.

## **C. Proposal Sections:**

Proposals shall be organized into the following major sections.

### **Tab 1 - Proposer Profile & Required Information**

- A. Statement of Interest & Understanding of Project
- B. Firm Profile / Firm History
- C. Program Manager: List the name, business address, telephone number and e-mail address of the individual that will act as the program manager for the project. Provide a resume of the individual’s background and skills in managing similar projects. List the following information:
  - Years of experience within the area of specialty.
  - Length of and type of service with firm.
  - Education and formal training, including certifications.

- D. Provide Vendor Profile form utilizing Attachment 2.
- E. Provide Similar Projects Form utilizing Attachment 3.
- F. Any required licenses, certifications or permits.

**Tab 2 - Proposed Solution Description(s)**

- A. Provide a concise description of the approach and process the vendor will employ to successfully complete the work to be performed to include any specific staffing or equipment resources that will be employed by the vendor.
- B. Supply a copy of current inspection form(s) being used.
- C. Exceptions – clearly describe any exceptions the vendor may have in regards to any requirements stated in the RFP document or associated addendums.

**Tab 3 - Proof of Insurability**

Provide either a completed Accord form or a signed letter from your insurance agency on its letterhead stating that you have or can get the required insurance coverage.

**Tab 4 - References**

Provide at least three (3) recent references where the proposed product /service has been used within the past 3 years. Please use Attachment 1.

**Tab 5 - Litigation**

Provide information on the nature, magnitude, and outcome of all litigation and proceedings for the previous three (3) years where you or your organization has been involved in any matter related to you or your organization's professional activities.

**Tab 6 - Subcontractors / Joint Ventures**

Provide a list of any proposed sub-contractors or joint venture arrangements that may be used on the project. Provide the same information required in the Pricing Proposal Tab 3 for each sub-contractor or joint venture participant.

**Tab 7 - Completed solicitation**

Include a copy of a fully completed and signed RFP.

**Tab 8 - Completed Pricing Back-up Section**

Provide supporting documentation for the prices proposed sufficient to evaluate and determine price realism.

**Tab 9 - Financial Stability**

Upon request, the proposer shall certify and provide a statement that it is financially stable and have the necessary resources, human and financial, to provide the services at the level required by the County. Each proposer shall be prepared to supply a financial statement upon request, preferably a certified audit, but a third party prepared financial statement and the latest D & B report will be accepted. The County reserves the right to use a third-party company to verify financial information provided in each proposal. If a subcontractor or joint venture arrangement is being proposed, provide similar information for those participants in the proposal.

**Section 1.14: Additional Facilities May be Added**

As specified in Attachment 5, Sample Agreement.

**Section 1.15: Background Check**

As specified in Attachment 5, Sample Agreement.

**Section 1.16: Business Hours of Operations**

As specified in Attachment 5, Sample Agreement.

**Section 1.17: Certificate of Competency/Licensure, Permits, and Fees**

Any person, firm, corporation or joint venture that submits an offer in response to a County solicitation shall, at the time of such offer, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed. If work for other trades is required in conjunction with this solicitation and will be performed by a sub-contractor(s) or vendor(s) hired by the prime/responding vendor, an applicable Certificate of Competency/license issued to the sub-contractor(s)/hired vendor(s) shall be submitted with the prime/responding vendor's offer; provided, however, that the County may at its option and in its best interest allow the prime/responding vendor to supply the sub contractor(s)/hired vendor(s) certificate/license to the County during the offer evaluation period.

**Section 1.18: Clean-Up**

As specified in Attachment 5, Sample Agreement.

**Section 1.19: Competency of Vendors and Associated Subcontractors**

The County may elect to conduct a pre-award inspection of the vendor's facility during the offer evaluation process. Offers will be considered only from firms which are regularly engaged in the

business of providing or distributing the goods and/or performing the services as described in the solicitation, and who can produce evidence that they have a consistent satisfactory record of performance. Vendors must demonstrate that they have sufficient financial support and organization to ensure that they can satisfactorily execute the contract if awarded under the terms and conditions herein stated. In the event that the vendor intends to sub-contract any part of its work to another vendor, or will obtain the goods specifically offered under this contract from another source of supply; the vendor may be required to verify the competency of its sub-contractor or supplier. The County reserves the right, before awarding the contract, to require a vendor to submit such evidence of its qualifications and the qualifications of its sub-contractor as it may deem necessary. The County may consider any evidence available to it of the financial, technical and other qualifications and abilities of any vendor responding hereunder, including past performance with the County, in determining vendor responsibility for the purposes of selecting a vendor for contract award.

**Section 1.20: Compliance with Federal Standards**

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

**Section 1.21: Furnish and Install Requirements**

As specified in Attachment 5, Sample Agreement.

**Section 1.22: Key Contractor Personnel**

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

**Section 1.23: Omission from the Specifications**

The apparent silence of this specification and any addendum regarding any details, or the omission from the specification of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

**Section 1.24: Purchase of Other Items Not Listed Within this Solicitation Based on Price Quotes**

As specified in Attachment 5, Sample Agreement.

**Section 1.25: Special Notice to Vendors Regarding Federal and/or State Requirements**

Upon award of a contract resulting from this solicitation, the vendor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

- 1) All persons employed by the vendor during the term of the contract to perform employment duties within Lake County; and
- 2) All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.

## SCOPE OF SERVICES

### INITIAL INVENTORY INSPECTION

Within 90 days after contract is awarded, the Vendor shall perform an initial inspection of *all* doors in all Lake County facilities. A list of the County buildings is provided with this RFP scope of work. This initial inspection shall include at a minimum those items listed in the Annual Maintenance Inspection plan for this scope of work. For the initial inspection, the Vendor shall prepare a detailed quote, of all items needing repaired or replaced on doors at all facilities to meet the NFPA 80 standard. The pricing for these repairs shall be based on the costs provided by the Vendor in this RFP under the “As Needed” repairs. Initial Inspection shall consist of;

1. Visiting each facility listed on County Owned Facilities Locations list.
2. Inspecting each facility to determine which doors are fire rated.
3. Provide the County with a detailed inventory of *all* doors by building, showing the following information:
  - a. Building identification, location, quantity of all non-fire rated and fire rated doors.
  - b. A detailed inventory spreadsheet of each door by room and door number, annotating type of door, material make up of door, whether or not the door is fire rated, fire rating if a fire door, size, swing, presence of light, door closure.
  - c. The vendor shall assign each door an inventory number. The Vendor shall place a unique identifying sticker on frame. A sample of the sticker the Vendor intends to use shall be at the approval of the County.
4. A detailed report of any repairs that are needed. This report shall show the estimated cost of the repair.

### ANNUAL FIRE DOOR MAINTENANCE INSPECTION

The County shall issue a Notice to Proceed for desired repairs identified in the Annual Inspection Report. The Vendor shall maintain and provide records for all work completed. Each inspection shall have all the information/results recorded in a neat, organized written report that is provided to the County in an electronic pdf format by the Vendor. The format and information contained on the inspection report/form shall be approved by the county. This form will be attached to report given to the County. No payment for services will be issued until receipt of a qualified report, without exception.

The Vendor shall verify that the following inspection is performed at a minimum:

Inspect the following as a minimum listed as Acceptance Testing in NFPA 80, section 5.2.3, Acceptance Testing;

1. Labels are clearly visible and legible.
2. No open holes or breaks exist in surfaces of either the door or frame.

3. Glazing, vision light frames, and glazing beads are intact and securely fastened in place, if so equipped.
4. The door, frame, hinges, hardware, and non-combustible threshold are secured, aligned, and in working order, with no visible signs of damage.
5. No parts are missing or broken.
6. Door clearances at the door edge to the frame, on the pull side of the door, do not exceed clearances listed in the NFPA 80, sections 4.8.4, Supporting Construction Clearances and 6.3.1.7, Door Frames Clearances.
7. The self-closing device is operational; that is, the active door completely closes when operated from the full open position.
8. If a coordinator is installed, the inactive leaf closes before the active leaf.
9. Latching hardware operates and secures the door when it is in the closed position.
10. Auxiliary hardware items that interfere or prohibit operation are not installed on the door or frame.
11. No field modifications to the door assembly have been performed that void the label.
12. Meeting edge protection, gasketing and edge seals, where required, are inspected to verify their presence and integrity.
13. Signage affixed to a door meets the requirements listed in NFPA 80, section 4.1.4, Signage.

**3.1 DEFINITIONS**

**Addenda:** A written change to a solicitation.

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

**Contractor:** The vendor to whom award has been made.

**County:** Shall refer to Lake County, Florida.

**Modification:** A written change to a contract.

**Proposal:** Shall refer to any offer(s) submitted in response to a Request for Proposal.

**Proposer:** Shall refer to anyone submitting an offer in response to a Request for Proposal.

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

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

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

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

**3.2 INSTRUCTIONS TO PROPOSERS****A. Proposer Qualification**

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

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

**B. Public Entity Crimes**

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

**C. Request for Additional Information**

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the proposal due date. Such inquiries or request for information shall be submitted to the procurement representative in writing and shall contain the requester’s name, address, and telephone number. The Procurement Services office may issue an addendum in response to

any inquiry received, which changes or clarifies the terms, provisions, or requirements of the solicitation. The proposer should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the proposer’s responsibility to ensure receipt of all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the proposal from being considered for award.

**D. Contents of Solicitation and Proposers’ Responsibilities**

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

**E. Restricted Discussions**

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

**F. Change or Withdrawal of Proposals**

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

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

**G. Conflicts within the Solicitation**

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

**H. Prompt Payment Terms**

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

**3.3 PREPARATION OF PROPOSALS**

- A. The Pricing Section of this solicitation defines requirements of items to be purchased, and must be completed and submitted with the proposal. Use of any other form or alteration of the form may result in rejection of the proposal
- B. The proposal submitted must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- C. An authorized agent of the proposers firm must sign the

proposal. **FAILURE TO SIGN THE PROPOSAL MAY BE CAUSE TO REJECT THE PROPOSAL.**

- D. The proposer may submit alternate proposal(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate proposal must meet or exceed the minimum requirements and be submitted as a separate proposal marked “Alternate Proposal”.
- E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- F. Any proposal received after the designated receipt date through no fault or error of the County will be considered late, and, except under the most exceptional circumstances, may not be considered for award

### 3.4 COLLUSION

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

### 3.5 PROHIBITION AGAINST CONTINGENT FEES

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

### 3.6 CONTRACTING WITH COUNTY EMPLOYEES

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

### 3.7 INCURRED EXPENSES

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

### 3.8 COUNTY IS TAX-EXEMPT

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

### 3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of a proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the “Public Record Act”). The proposer should not submit any information in response to this RFP which the proposer considers proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver from

release of the submitted information unless such information is exempt or confidential under the Public Records Act.

### 3.10 CANCELLATION OF SOLICITATION

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

### 3.11 AWARD

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

### 3.12 GENERAL CONTRACT CONDITIONS

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

### 3.13 OTHER AGENCIES

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

### 3.14 CONTRACT EXTENSION

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s). Exercise of the above options requires the prior approval of the Procurement Services Manager.

**3.15 WARRANTY**

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

**3.16 ESTIMATED QUANTITIES**

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

**3.17 NON-EXCLUSIVITY**

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

**3.18 CONTINUATION OF WORK**

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

**3.19 LAWS, RULES, REGULATIONS AND LICENSES**

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

**3.20 SUBCONTRACTING**

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

**3.21 ASSIGNMENT**

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

**3.22 RESPONSIBILITY AS EMPLOYER**

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

**3.23 INDEMNIFICATION**

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a

result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

**3.24 MODIFICATION OF CONTRACT**

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

**3.25 TERMINATION FOR CONVENIENCE**

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

**3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING**

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

**3.27 TERMINATION FOR DEFAULT**

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

**3.28 FRAUD AND MISREPRESENTATION**

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

**3.29 RIGHT TO AUDIT**

The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for a minimum of three (3) years, or as required by Florida law, whichever is longer, following expiration of the Agreement. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses

overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

### **3.30 PUBLIC RECORDS/ COPYRIGHTS**

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

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

### **3.31 GOVERNING LAWS**

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

### **3.32 STATE REGISTRATION REQUIREMENTS**

Any corporation submitting a bid in response to this RFP shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this RFP shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

### **3.33 PRIME CONTRACTOR**

The vendor awarded the contract shall act as the prime contractor

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

### **3.34 FORCE MAJEURE**

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

### **3.35 NO CLAIM FOR DAMAGES**

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

### **3.36 TRUTH IN NEGOTIATION CERTIFICATE**

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

### **3.37 GRANT FUNDING**

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

### **3.38 TOBACCO PRODUCTS**

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

**RFP TITLE: Fire Door Inspection and Maintenance Services**

NOTES:

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

**ACKNOWLEDGEMENT OF ADDENDA**

**INSTRUCTIONS:** Complete Part I or Part II, whichever applies

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

**Fire Door Inspection/Repair Pricing Sheet**

The Vendor shall submit pricing as stated below. The Vendor shall provide an hourly rate of labor and the percentage over the cost to the Vendor for parts and repairs which may be needed. The hours paid under this contract shall be only productive hours sat the job site and shall be a fixed hourly rate. Time spent for items such as, but not limited to, transportation of workers, materials acquisition, handling and delivery, or movement of Vendor owned or rented equipment is not chargeable directly, but shall be considered overhead and the cost shall be included in the fixed hourly rate. The hourly rate shall also be included items such as, but not limited to, direct labor, general administrative overhead, insurance, profit, and the cost of equipment that is normal and necessary tools of the trade.

Vendors shall list all replacement parts/hardware with costs on inspection/quote sheets. Parts used for replacement shall be the correct manufacturer replacement part. There will be no generic replacement parts used in any County facility.

Price per door for the INITIAL INSPECTION and INVENTORY of ALL doors within the Lake County Facilities	\$
Price per door for an INITIAL INSPECTION and INVENTORY of ALL doors for added buildings after the inception of the contract	\$
Price per door for the ANNUAL INSPECTION of FIRE doors only	\$

<b>ADDITIONAL COSTS FOR NEW OR REPLACEMENT UNITS AND MISC. ABUSE AND MISUSE REPAIR</b>	
Labor for regular business hours (8am-5pm) - Cost per hour	\$
Labor after regular business hours - Cost per hour	\$
Materials to be supplied at actual cost plus Contractor’s mark-up percentage	_____ %

<b>HOURLY RATES FOR 'AS NEEDED' REPAIRS</b>	
Lead worker - regular business hours (8am-5pm) - Cost per hour	\$
Helper - regular business hours (8am-5pm) - Cost per hour	\$
Lead worker - after regular business hours - Cost per hour	\$
Helper - after regular business hours - Cost per hour	\$
Materials to be supplied at actual cost plus Contractor's mark-up percentage	_____ %

**By Signing this Proposal the Proposer Attests and Certifies that:**

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

**Purchasing Agreements with Other Government Agencies**

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

**Certification Regarding Felony Conviction**

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

**Reciprocal Vendor Preference:**

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

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

**Conflict of Interest Disclosure Certification**

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

**DUNS Number** (Insert if this action involves a federal funded project): \_\_\_\_\_

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

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

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

**Vendor awarded as:**

<input type="checkbox"/> Sole vendor	<input type="checkbox"/> Pre-qualified pool vendor based on price
<input type="checkbox"/> Pre-qualified pool vendor (spot bid)	<input type="checkbox"/> Primary vendor for items: _____
<input type="checkbox"/> Secondary vendor for items: _____	<input type="checkbox"/> Other status: _____

Signature of authorized County official: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name: \_\_\_\_\_ Title: \_\_\_\_\_

**THE FOLLOWING DOCUMENTS ARE ATTACHED**

- Attachment 1: Work References**
- Attachment 2: Vendor Profile Form**
- Attachment 3: Similar Projects Form**
- Attachment 4: County Owned Facility Locations**
- Attachment 5: Sample Agreement**

**WORK REFERENCES**

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

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

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

**VENDOR PROFILE FORM**

<p>1. Bidder Name &amp; Address:</p>    	<p>1d. Licensed to do business in the State of Florida?</p> <p style="text-align: center;">_____ Yes _____ No</p>
<p>1a. FEIN #</p> <p>_____</p>	<p>1e. Name, Title &amp; Telephone Number of Principal to Contact</p>   
<p>1b. Year Firm was established _____</p> <p>1c. Are you a "Not for Profit" 501(c)(3) organization?</p> <p style="padding-left: 20px;">Yes _____ No _____</p> <p>If you answered yes, please provide proof.</p>	<p>1f. Address of office to perform work, if different from Item 1</p>   
<p>2. Please list the key personnel that your firm will commit to the County project and attach a copy of each key person's resume.</p>      	
<p>3. The foregoing is a statement of facts.</p> <p>Signature: _____ Date: _____</p> <p>_____</p> <p style="text-align: center;">(Typed or Printed Name) <span style="margin-left: 200px;">(Title)</span></p>	



## ATTACHMENT 4

<b>COUNTY OWNED FACILITIES LOCATIONS</b>					
<b>No.</b>	<b>Bldg #</b>	<b>Building Name</b>	<b>Square Ft</b>	<b>Street Address</b>	<b>City</b>
1	HB-61	320 W Main St	29,241	320 W Main St	Tavares
2	HB-59	323 N Sinclair Ave	3,128	323 N Sinclair Ave	Tavares
3	HB-23	350 N Sinclair Ave	5,300	350 N Sinclair Ave	Tavares
4	HB-52	418 Alfred St.	5,562	418 W. Alfred St	Tavares
5	AB-10	Adkins House (Astor Boat Ramp & Park)	1,000	55420 Front St	Astor
6	HB-32	Ag Center Greenhouses	3,536	30208 SR 19	Tavares
7	HB-31	Agricultural Center	12,884	1951 Woodlea Rd	Tavares
8	CP-01	American Legion	2,030	40924 SR 19	Umatilla
9	KB-12	Animal Control	15,900	28123 County Rd 561	Tavares
10	FB-05	Area I Road Maintenance	4,515	2310 W. Griffin Rd	Leesburg
11	MB-05	Area II Road Maintenance	2,880	609 Disston Ave.	Minneola
12	DB-01	Area III Road Maintenance	2,109	19720 5th St	Umatilla
13	AP-01	Astor Recreational Center	2,480	54835 Alco Rd	Astor
14	AB-03	Astor Residential Drop-Off	248	Astor Transfer Rd	Astor
15	GB-10	BCC Warehouse #1	30,000	32400 County Rd 473	Leesburg
16	GB-10	BCC/Clerk's Warehouse #2	13,000	32400 County Rd 473	Leesburg
17	HB-01	Central Energy Plant - 1975	400	315 W. Main St	Tavares
18	HB-13	Central Energy Plant - 1990	2,080	551 W. Main St	Tavares
19	HB-63	Central Energy Plant - 2009	10,451	435 W. Alfred St.	Tavares
20	HB-55	Communications Maintenance Facility	9,525	20415 Independence Blvd	Groveland
21	LB-03	Community Center - Ferndale	963	15307 Ferndale Comm. Rd	Ferndale
22	AB-08	Community Center - Forest Hills	2,800	31039 Lake Mack Rd	Deland
23	AB-13	Community Center - Paisley	3,200	24954 CR 42	Paisley
24	CB-05	Community Center - Umatilla	3,200	17107 Ball Park Rd	Umatilla
25	HB-02	County Administration Building (CAB)	84,162	315 W. Main St (Bldg A)	Tavares
26	HB-12	Detention Center	260,000	551 W. Main St	Tavares
27	AB-17	Ellis Acres	5,000	25302 CR 42	Paisley
28	HB-22	Emergency Operations Center (ECOC)	28,495	425 W. Alfred St.	Tavares
29	KB-04	Environmental Lab	4,128	13100 County	Tavares

## SECTION 5 – ATTACHMENTS

RFP Number: 16-0434

				Landfill Rd	
30	KB-05	Environmental Services Administration	3,000	13130 County Landfill Rd	Tavares
31	CB-11	Fairgrounds - Arena Buildings	200	2101 County Rd 452	Eustis
32	CB-15	Fairgrounds - Ash Ford Bldg	7,000	2101 County Rd 452	Eustis
33	CB-13	Fairgrounds - Clements Bldg	7,560	2101 County Rd 452	Eustis
34	CB-16	Fairgrounds - Expo Bldg	17,814	2101 County Rd 452	Eustis
35	CB-12	Fairgrounds - Laroe Pavilion	12,250	2101 County Rd 452	Eustis
36	CB-14	Fairgrounds - Mayo Bldg	3,000	2101 County Rd 452	Eustis
37	AB-12	Fire Station 10 (was 12)	4,468	23023 SR 40	Astor
38	NB-03	Fire Station 109 (was 91)	3,600	11630 Lakeshore Dr	Clermont
39	AB-04	Fire Station 11 (was 46)	2,400	47544 SR 19	Altoona
40	NB-04	Fire Station 110 (was 93)	3,500	6234 County Rd 561	Clermont
41	NB-05	Fire Station 111 (was 98)	4,400	8805 Bay Lake Rd (CR 565)	Groveland
42	OB-02	Fire Station 112 (was 94)	3,956	16240 County Rd 474	Clermont
43	AB-18	Fire Station 13 (was 21)	7,439	25250 CR 42	Paisley
44	EB-02	Fire Station 15 (was 35)	3,080	40601 Palm Dr	Pine Lakes
45	CB-02	Fire Station 19 (was 47)	2,400	38816 Carroll St	Umatilla
46	CB-01	Fire Station 20 (was 43)	3,600	37711 SR 19	Umatilla
47	EB-01	Fire Station 21 (was 33)	3,600	25100 County Rd 44A	Eustis
48	IB-01	Fire Station 27 (was 42)	3,485	19212 SR 44	Eustis
49	IB-03	Fire Station 39 (was 31)	3,140	31431 Walton Health Ave.	Sorrento
50	BB-04	Fire Station 53 (was 62)	3,226	2505 Spring Lake Rd	Fruitland Pk
51	BB-05	Fire Station 54 (was 66)	3,600	6200 Lake Griffin Rd	Lady Lake
52	FB-01	Fire Station 59 (was 65)	3,610	1201 Lewis Rd	Leesburg
53	GB-01	Fire Station 70 (was 53)	3,503	531 Sunnyside Dr	Leesburg
54	GB-05	Fire Station 71 (was 51)	256	11305 Park Av	Leesburg
55	CB-17	Fire Station 72 (was 52)	3,500	12340 County Rd 44	Leesburg
56	JB-03	Fire Station 76 (was 81)	2,400	8819 County Rd 48	Yalaha
57	KB-13	Fire Station 77 (was 71)	3,650	13431 Ohio Street	Astatula
58	KB-18	Fire Station 78	2,400	16345 CR 448	Mt Dora
59	JB-02	Fire Station 82 (was 85)	2,400	24939 US Hwy 27	Leesburg
60	LB-04	Fire Station 83	2,400	15303 Ferndale Comm Rd	Ferndale
61	LB-05	Fleet Maintenance (New)	31,622	20423 Independence Blvd	Groveland
62	KB-01	Fuel Station Main Shed	128	12835 County Landfill Rd	Tavares

## SECTION 5 – ATTACHMENTS

RFP Number: 16-0434

63	KB-02	Fuel Station Office	352	12835 County Landfill Rd	Tavares
64	KB-08	Haz-Mat Storage	198	13100 County Landfill Rd	Tavares
65	KB-07	Haz-Mat Trailer	1,344	13100 County Landfill Rd	Tavares
66	MB-04	Health Clinic - Clermont	1,646	560 W. Desoto St	Clermont
67	FB-04	Health Clinic - Leesburg	4,992	2113 W. Griffin Rd	Leesburg
68	MB-03	Health Clinic - South Lake	5,000	875 Oakley Seaver Dr.	Clermont
69	CB-04	Health Clinic - Umatilla	15,695	249 Collins Av	Umatilla
70	HB-04	Historic Courthouse (HCH)	38,347	317 W. Main St	Tavares
71	HB-64	Horticultural Center	2,294	1952 Woodlea Rd	Tavares
72	HB-11	Judicial Center (JC)	289,580	550 W. Main St	Tavares
73	BB-03	Lady Lake Residential Drop-Off	144	1200 Jackson St	Lady Lake
74	AB-09	Library - Astor	4,464	54905 Alco Rd	Astor
75	OB-03	Library - Cagan Crossings	18,000	16729 Cagan Oaks	Clermont
76	MB-02	Library - M. Baysinger	4,500	756 W. Broad St	Groveland
77	AB-11	Library - Paisley	4,464	24954 CR 42	Paisley
78	GB-07	Library Services	5,900	2401 Woodlea Rd	Tavares
79	NB-02	Loghouse Residential Drop-Off	169	Loghouse Landfill Rd.	Clermont
80	AB-14	McTureous House	1,569	42100 SR 19	Altoona
81	AP-08	McTureous House Restrooms	200	42100 SR 19	Altoona
82	KB-09	MIS Storage (2 Bldg)	168	13100 County Landfill Rd	Tavares
83	HB-17	Mosquito Control Chemical Storage	317	401 S. Bloxham Av	Tavares
84	HB-16	Mosquito Control Paint/Service	9,512	401 S. Bloxham Av	Tavares
85	AB-06	Paisley Residential Drop-Off	144	44225 Spring Creek Rd	Paisley
86	CB-19	Park - North Lake (Maintenance)	1,000	40430 Roger Giles Rd	Umatilla
87	DB-05	Park - North Lake (Baseball Concession)	1,000	40400 Roger Giles Rd	Umatilla
88	DB-05	Park - North Lake (Playground Restroom)	900	40430 Roger Giles Rd	Umatilla
89	DB-05	Park - North Lake (Soccer Concession)	1,000	40420 Roger Giles Rd	Umatilla
90	GP-04	Park - Twin Lakes Restroom	200	35309 CR 473	Bassville Pk
91	HB-60	Parking Garage	536,000	200 N Sinclair	Tavares

## SECTION 5 – ATTACHMENTS

RFP Number: 16-0434

92	EB-04	Pine Lakes Residential Drop-Off	90	32520 SR 44	Pine Lakes
93	HB-14	Prelude	34,750	551 W. Main St	Tavares
94	HB-20	Probation Building	2,841	518 W. Main St.	Tavares
95	HB-15	Property Records Storage	10,080	313 S. Bloxham Av	Tavares
96	HB-07	Public Defender	15,400	123 N. Sinclair Av	Tavares
97	HB-19	Public Records Center	14,908	122 E. Main St	Tavares
98	FB-15	Public Transportation	2,942	2440 Hwy 441/27	Fruitland Pk
99	KB-14	Recycle Facility	5,000	13130 County Landfill Rd	Tavares
100	KB-19	Road Operations Center	9,280	12901 County Landfill Rd	Tavares
101	KB-06	Scalehouse	2,200	13130 County Landfill Rd	Tavares
102	MB-11	Sheriff Empire Church Rd Warehouse	4,500	12345 Dry Fork Road	Groveland
103	HB-03	Sheriff's Administration Building (SAB)	37,500	360 W. Ruby St	Tavares
104	MB-25	Sheriff's South Lake Substation	15,729	15855 SR 50	Clermont
105	HB-42	Sheriff's Vehicle Maintenance	10,425	1925 McDonald Av	Eustis
106	KB-10	Sheriff's Work Farm	1,200	13003 County Landfill Rd	Tavares
107	MB-06	South Battalion Chief	3,491	609 S. Disston Ave.	Minneola
108	KB-11	Traffic Operations	6,847	28127 CR 561	Tavares
109	LB-01	Welcome Center	4,770	20763 US HWY 27	Groveland
110	KB-17	WMFO	3,017	12835 County Landfill Rd	Tavares
<b>Total Facilities : 110</b>		<b>Total Sq Ft.</b>	<b>1,844,873</b>		