

# ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

## INVITATION TO BID

**SPECIFICATION FOR:** Firm Fixed Bid Prices for **Purchase and Installation of a Manufactured Home for Cuscowilla** for the benefit of the Parks & Open Space Department on an as needed basis.

**BID NUMBER:** 22-301

**E-BID OPENING DATE:** 2:00 pm, Wednesday, September 22, 2021

### PART A – GENERAL TERMS AND CONDITIONS

#### 1.0 **SCOPE**

The instructions to bidders and general conditions described herein apply to transactions on material, supplies or services with an estimated aggregate cost of \$500.00 or more.

The herein included General Terms and Conditions ([PART A](#)), Specifications ([PART B](#)), and the Bidder's Check List ([PART C](#)), together with all attached documents herein identified, constitute the entire bid package. Specifications and supplementary documents are essential parts of the contract and requirements occurring in one are as binding as though occurring in all.

#### 2.0 **DEFINITIONS**

The term "Invitation to Bid" means a solicitation of formal sealed bids. The acronym "ITB" means "Invitation to Bid".

The term "bid" means the offer as a price by the bidder.

The term "bidder" means the offeror or contractor.

The term "County" means Alachua County Board of County Commissioners, Alachua County, Florida.

#### 3.0 **DISTRIBUTION OF INFORMATION**

The County posts and distributes information pertaining to its procurement solicitations on [DemandStar](#).

The County has transitioned from accepting hard (paper) copy submittals to accepting electronic submittals through "E-Bidding" on [DemandStar](#). In order to submit a bid response to this solicitation the bidder must be registered with [DemandStar](#).

#### 4.0 **PREPARATION OF BIDS**

Bidders are expected to examine the specifications, drawings, and all special and general conditions. Failure to do so will be at the bidder's risk.

Each bidder shall furnish the information required by the ITB. The bidder shall sign the ITB and print or type his name, address, email address and telephone number on the face page and on each continuation sheet thereof on which he makes an entry.

Unit price for each unit offered shall be shown, and such price shall include packing and shipping unless otherwise specified. A total shall be entered in the "Total" column for each item offered. In case of discrepancy between the unit price and extended price, the unit price will be presumed correct. All or None bids will not be considered unless specifically requested in the ITB.

The bidders must state a definite time for delivery of supplies or performance of services.

The bidder should retain a copy of all bid documents for future reference.

All bids must be signed with the firm name and by an officer or employee having authority to bind the company or firm by his signature.

## 5.0 **SUBMISSION OF BIDS**

Costs for the preparation and submittal of bids in response to this Invitation to Bid are entirely the obligation of the bidder and shall not be chargeable in any manner to Alachua County.

The bid response, containing all required documents, with authorized signatures, must be received by 2:00 p.m. on the due date indicated on the Bid Cover Page for this project. The bidder's complete submittal in pdf format must be uploaded into [DemandStar](#) prior to the 2:00 p.m. deadline.

**THIS PLATFORM WILL NOT ACCEPT LATE SUBMITTALS.**

**LATE SUBMITTALS WILL NOT BE ACCEPTED.**

Upload bid response as a pdf formatted document only, unless the solicitation states otherwise.

The pdf document should be titled with bidder's name, bid number, and, if the response is submitted in parts, include "Part # of x".

Modifications to or withdrawal of a bidder's submittal can be made up to the deadline date. Modifications and withdrawals must be documented in [DemandStar](#) in order to be recognized by the County. Any bid not withdrawn will constitute an irrevocable offer, for a period of one hundred and twenty (120) days, to provide the County adequate time to award the Contract for the services specified in this solicitation.

Blank spaces must be filled in as noted, in ink or typed, with the amounts extended and totaled. Any corrections necessarily made on the bid form [EXHIBIT A](#) should be made by crossing out the item in error and inserting the corrected item immediately above. Such corrections shall be initialed and dated by the person signing the bid. No bid containing correction by erasure will be accepted.

The response must be signed by an officer of the business who is legally authorized to enter into a contractual relationship in the name of the bidder. **An authorized representative who is not an officer may sign the proposal, but must attach a corporate resolution [EXHIBIT B](#) granting authorization to the representative to execute on behalf of the business.**

The submittal of a proposal by a bidder will be considered by the County as constituting an offer by the bidder to perform the required services at the stated fees.

## 6.0 **BID OPENING – ZOOM MEETING**

The scheduled bid opening will occur via Zoom; the information to join is provided below. Attendance (live viewing) of the bid opening is not required.

### **Join Zoom Meeting**

<https://zoom.us/j/93437702771?pwd=S2QxMVpUTG5xQUtBTEVMbkRxakNEZz09>

Meeting ID: 934 3770 2771

Passcode: 702897

One tap mobile

+13126266799,,93437702771# US (Chicago)

+19292056099,,93437702771# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Germantown)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 934 3770 2771

Find your local number: <https://zoom.us/u/adtsfJybhW>

If you have a disability and need an accommodation in order to participate in a County program, service or public meeting, please contact the Equal Opportunity Office at 352-374-5275 at least 10 business days prior to the event. TDD users, please call 711 (Florida Relay Service).

## 7.0 **ADDENDA**

Addenda issued by the County prior to the bid opening shall be binding as if written into the original solicitation document. Bidders shall acknowledge receipt of the same as indicated on the bid form.

## 8.0 **ELECTRONIC SIGNATURES**

The Parties agree that an electronic version of the submitted bid shall have the same legal effect and enforceability as a paper version. The Parties further agree that the Electronic Submittal, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute an Agreement with the awarded vendor and shall provide the awarded vendor with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

## 9.0 **PROPRIETARY INFORMATION**

Responses to this Request for Proposals upon receipt by the County become public records subject to the provisions of Chapter 119 F.S., Florida's Public Records Law. If you believe that any portion or all of your response is confidential or proprietary, or otherwise exempt from disclosure as a Public Record, you should clearly assert such exemption and state the specific legal authority for the asserted exemption. All material that is designated as exempt from Chapter 119 must be submitted in a separate electronic file, clearly identified as "PUBLIC RECORDS EXEMPT" in the title. Furthermore, you must complete **EXHIBIT C, PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION**.

Please be aware that the designation of an item as exempt from disclosure as a Public Record may be challenged in court by any person. By your designation of material in your proposal as "Public Records Exempt", you agree to defend and hold harmless the County from any claims, judgments, damages, costs, and attorney's fees and costs of the challenger and for costs and attorney's fees incurred by the County by reason of any legal action challenging your designation.

## 10.0 **INQUIRIES / QUESTIONS**

No interpretation of the meaning of the Specifications and/or Scope of Services or contract documents will be made to any interested bidder orally. Every request for such interpretation shall be made in writing, via email with reference to the appropriate **BID number and Bid Title** in the subject line of the email to **Theodore White** at [twhite@alachuacounty.us](mailto:twhite@alachuacounty.us) no later than ten (10) days prior to the deadline set for receipt of bids. Any and all such interpretations and any supplemental instructions will be in the form of a written addendum; duly issued, and a copy of such addendum will be posted to **DemandStar**. Oral answers will not be authoritative. All addenda so issued shall become part of the bid documents.

## 11.0 **Alachua County Government Minimum Wage (GMW)**

11.1.1 Services solicited through this Invitation to Bid are considered covered services under Chapter 22, Article 12, of the Alachua County Procurement Code of Ordinances ("Alachua County Government Minimum Wage") which establishes a government minimum wage for certain consultants and subcontractors providing selected services to Alachua County government. Proposers should consider the cost of compliance, if any, when submitting bids.

11.1.2 The consultant shall certify via **EXHIBIT D** it will pay each of its covered employees the GMW, and ensure that it will require that of its subcontractors. Upon execution of the awarded contract, the certification shall become an obligation to the vendor.

## 12.0 **U.S. Department of Homeland Security E-Verify System**

The Contractor/Professional shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor/Professional during the term of the Invitation to Bid (ITB). The E-Verify system is located at <https://www.uscis.gov/E-Verify>.

The Contractor/Professional shall expressly require any subcontractors performing work or providing services pursuant to the County's Invitation to Bid (ITB) to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the solicitation. The E-Verify system is located at <https://www.uscis.gov/E-Verify>.

13.0 **ACCEPTANCE / REJECTION OF BIDS**

Alachua County reserves the right to reject any bid which may be considered irregular, show serious omission, unauthorized alteration of form, unauthorized alternate bids, incomplete or unbalanced bids or irregularities of any kind. Further, the County reserves the right to accept or reject any and all bids in whole or in part and to waive any technicalities or informalities in any bid.

Bid forms may be considered irregular and subject to rejection if they show serious omission, unauthorized alteration of form, unauthorized alternate bids, incomplete or unbalanced bids or irregularities of any kind.

The signed bid shall be considered an offer on the part of the bidder; such offer shall be deemed acceptable upon completion of all steps in the procurement process and issuance of a Purchase Order or execution of a Contract by the County.

14.0 **WITHDRAWAL OF BIDS**

Modifications to or withdrawal of a bid can be made up to the deadline date. Modifications and withdrawals must be documented in DemandStar.com in order to be recognized by the County.

15.0 **FIRM PRICES**

The bidder warrants that prices, terms and conditions quoted in his bid will be firm from the bid opening date through the agreed upon performance period as specified in the ITB.

16.0 **TERM OF CONTRACT/RENEWAL**

The Agreement shall be effective for the period beginning on the date of the fully executed purchase order and extending through the agreed upon performance period.

Negotiation of terms and conditions should be completed ninety (90) days prior to each contract period.

It is the intent of the County to issue a purchase order.

17.0 **CONSIDERATION OF BIDS AND AWARD OF CONTRACT**

The award of the contract, if it is awarded will be to the lowest responsive and responsible bidder whose bid, conforming to the specifications and/or instructions to bidder, will be most advantageous to the County, price and other factors considered. No award will be made until the County has concluded such investigations as he deems necessary to establish the responsibility, qualifications and financial ability of the bidders to do the work in accordance with the contract documents to the satisfaction of the County within the time prescribed.

The County reserves the right to accept or reject any or all bids in part or in whole with or without cause, to waive irregularities and technicalities, and to request rebids on the material described in the ITB.

The County also reserves the right to award the contract on such material as the County deems will best serve its interest.

The County reserves the right to award the contract to more than one bidder, as determined to be in the best interest of the County.

The County reserves the right to award the contract on a split-order basis, lump-sum or individual-item basis, or such combination as shall best serve the interest of the unless otherwise specified.

If this ITB is for an estimated quantity of supplies, etc., versus purchase of a specific quantity of articles or service, consideration in awarding bid for yearly contracts will be given:

**First** to bidder offering firm prices for full contract period and, **Second** to bidder offering firm prices subject to market price reduction.

18.0 **PERFORMANCE TIME**

All material and parts shall be bid F.O.B. destination, at the job site. The performance time may be a factor in the evaluation of the bid. It is to be emphasized that the meeting of specified performance schedules is a significant part of ability to perform and that failure to meet such schedule may result in termination of the contract and will surely be considered in the evaluation of future bids.

19.0 **INDEMNIFICATION**

The Purchaser agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof.

Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The Purchaser further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Purchaser agrees that indemnification of the County shall extend to any and all work performed by the Purchaser, its subcontractors, employees, agents, servants or assigns.

This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Purchaser's insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Purchaser.

Nothing contained herein shall constitute a waiver by the County of its sovereign immunity, the limits of liability or the provisions of §768.28, Florida Statutes.

20.0 **WARRANTY**

In addition to any warranty implied by law or fact, and any other express warranties, bidder expressly warrants all items to be free from defects in design, workmanship and materials; to conform strictly to applicable specifications and to be fit and sufficient for the purpose intended to be merchantable. All warranties shall survive inspection, test, acceptance of and payment by the County.

21.0 **CONFLICT OF INTEREST**

The bidder, by signing his bid, certifies that to the best of his knowledge or belief, no elected/appointed official or employee of the County is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order.

22.0 **COLLUSION**

The bidder, by affixing his signature to the bid form, declares that the bid is made without any previous understanding, agreement, or connections with any persons, firms or corporations making a bid on the same items and that it is in all respects, fair, and in good faith without any outside control, collusion, or fraud.

The bidder, by affixing his signature to the bid form, declares that no County Commissioner, other County officer, or County employee, directly or indirectly owns more than five (5) percent of the total assets or capital stock of the bidding entity, nor will directly or indirectly benefit by more than five (5) percent from the profits or emoluments of this contract.

23.0 **TAXES**

The County is exempt from any taxes imposed by the State and/or Federal Government. Exemption Certificate will be provided upon request.

24.0 **MANUFACTURER'S CERTIFICATION**

The County reserves the right to request from bidders a separate manufacturer certification of all statements made in the bid. Failure to provide such certification may result in rejection of bid or default termination of contract for which the bidder must bear full liability.

25.0 **COMPLIANCE WITH LAWS AND REGULATIONS**

Bidder agrees to will comply with all federal, state, and local laws and regulations applicable to the productions, sale and delivery of the goods or the furnishing of any labor or services called for by this order, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference. Noncompliance may be considered grounds for termination of contract(s).

Bidder, by responding to this solicitation, hereby agrees to abide by and conduct its programs and provide its services in compliance with the provisions of the Civil Rights Act of 1866, Civil Rights Act of 1871, Equal Pay Act of 1963, Civil Rights Act of 1964, Age Discrimination and Employment Acts of 1967, Rehabilitation Act of 1973, 1990 Americans with Disabilities Act, 1991 Federal Civil Rights Act, 1992 Florida Civil Rights Act, and all other applicable ordinances, statutes, laws and amendments thereto.

26.0 **MODIFICATIONS OR CHANGES**

No agreement or understanding to modify this ITB and resultant purchase orders or contracts shall be binding upon the County unless made in writing by the Procurement Manager or authorized representative of the County.

27.0 **DEFAULT AND TERMINATION**

The County reserves the right to terminate a contract by giving thirty (30) days' notice, in writing, of the intention to terminate if at any time the contractor fails to abide by or fulfill any of the terms and conditions of the contract. The County also reserves the right to terminate this contract for the convenience of the County, and/or with or without cause.

The failure of either party to comply with any provision of this agreement shall place that party in default. Prior to terminating this agreement, the non-defaulting party shall notify the defaulting party in writing. Notification shall make specific reference to the provision which gave rise to the default.

The defaulting party shall be given seven (7) days in which to cure the default. Department Director is authorized to provide written notice of termination on behalf of the County, and if the default situation is not corrected within the allotted time, the Department is authorized to provide final termination notice on behalf of the County to the Contractor.

In case of default by the bidder, the County may procure the items or services from other sources and hold the bidder responsible for any excess cost occasioned or incurred thereby.

The County may terminate this agreement without cause by first providing at least thirty (30) days written notice to the Contractor prior to the termination date. The Department Director is authorized to provide written notice of termination on behalf of the County.

If the contractor is adjudged bankrupt, either voluntary or involuntary, the County may terminate the contract effective on the day and at the time the bankruptcy petition is filed and may proceed to provide service as previously outlined.

In the event funds to finance this contract become unavailable, the County may terminate the contract with no less than twenty-four hours' notice in writing to the Contractor. The County shall be the final authority as to the availability of funds. Fiscal Non-Funding: In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the vendor of such occurrence, and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the County.

**28.0 NON WAIVER**

The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or noncompliance.

**29.0 ASSIGNMENT OF INTEREST**

The parties recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the vendor hereby assigns to the County any and all claims for such overcharges as to goods, material or services purchased in connection with the Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.

**30.0 SUCCESSORS AND ASSIGNS**

The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this agreement, and any assignment or transfer by the Contractor of its interest in this agreement without the written consent of the County shall be void. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County or Contractor, nor shall it be construed as giving any right or benefit hereunder to anyone other than the County or the Contractor.

**31.0 MISCELLANEOUS**

These terms and conditions are in addition to and not intended as a limitation on any other terms and conditions agreed to between the parties.



32.0 **SWORN STATEMENT**

A person or affiliate who has been placed on the convicted vendor list following a conviction of 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

33.0 **BOOKS AND RECORDS**

The county shall have the right to audit, review, examine and transcribe any pertinent records or documents relating to any contract resulting from this solicitation held by the Contractor. The Contractor will retain all documents applicable to the contracts for a period of not less than three years after final payment is made.

34.0 **ACCIDENT PREVENTION**

Precaution shall be exercised at all times for the protection of employees, other persons and property.

Contractor's employees shall report to their superintendent any hazardous conditions or items in need of repair noted during the performance of work. Said superintendent shall thereupon notify the responsible agent or his designee of such conditions.

35.0 **COLLUSION**

The bidder, by affixing his signature to the bid form, declares that the bid is made without any previous understanding, agreement, or connections with any persons, firms or corporations making a bid on the same items and that it is in all respects, fair, and in good faith without any outside control, collusion, or fraud.

The bidder, by affixing his signature to the [bid form](#), declares that no County Commissioner, other County officer, or County employee, directly or indirectly owns more than five (5) percent of the total assets or capital stock of the bidding entity, nor will directly or indirectly benefit by more than five (5) percent from the profits or emoluments of this contract.

36.0 **WORKPLACE VIOLENCE**

Employees of bidders are prohibited from committing any act of workplace violence. Violation may be grounds for termination. Workplace violence means the commission of any of the following acts by a bidder's employee.

Battery: intentional offensive touching or application of force or violence to another.

Stalking: willfully, maliciously and repeatedly following or harassing another person

37.0 **DRUG FREE WORKPLACE**

Florida Statute, Section 287.087 states that whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. A vendor certifying a drug-free workplace shall complete [EXHIBIT E](#).

38.0 **SMALL BUSINESS ENTERPRISE (SBE) PROGRAM PARTICIPATION - NOT APPLICABLE**

39.0 **VENDOR COMPLAINTS OR GRIEVANCES; RIGHT TO PROTEST**

Unless otherwise governed by state or Federal law, this Part shall govern the protest and appeal of Procurement decisions by the County. The term “Bidder” includes any Person that responds to any type of Solicitation issued by the County (e.g., ITB, RFP, ITN), and is not limited solely to a Person that submits a bid in response to an Invitation to Bid (ITB).

39.1 **Notice of Solicitations and Awards**

The County Shall provide notice of all Solicitations and Awards by Electronic posting in accordance with the Procedures, unless a different method is required by the Florida Statutes, in which case the County Shall provide notice in accordance with the requirement of the Florida Statutes.

39.2 **Solicitation Protest**

Any prospective Bidder may file a Solicitation Protest concerning a Solicitation.

37.2.1 Basis of the Solicitation Protest: The alleged basis for a Solicitation Protest shall be limited to the following:

39.2.1.1 The Solicitation is inconsistent with this Code or the requirements of applicable Florida Statutes;

39.2.1.2 The terms, conditions or Specifications of the Solicitation are in violation of, or are inconsistent with, applicable laws, Regulations, Procedures, policies or other legal authorities governing the Solicitation, including but not limited to the method of evaluating, ranking or awarding of the Solicitation, reserving rights of further negotiations, or modifying or amending any resulting Contract; and

39.2.1.3 The Solicitation instructions are unclear or contradictory.

39.2.2 **Timing and Content of the Solicitation Protest**

The Solicitation protest must be in writing and provide all content in accordance with the Alachua County Code, Chapter 22 “Procurement”, Article 9 “Legal and Contractual Remedies” and must be received by the Procurement Manager by no later than 3:00 PM on the fourth business day after the solicitation was posted by the County. Failure to timely file a solicitation protest shall constitute a total and complete waiver of the bidder’s right to protest or appeal any solicitation defects, and shall bar the bidder from subsequently raising such solicitation defects in any subsequent Award protest, if any, or any other administrative or legal proceeding.

39.3 **Award Protest**

Any Bidder who is not the intended awardee and who claims to be the rightful awardee may file an Award Protest. However, an Award Protest is not valid and shall be rejected for lack of standing if it does not demonstrate that the protesting party would be awarded the Solicitation if its protest is upheld.

39.3.1 **Basis of the Award Protest**

The alleged basis for an Award Protest shall be limited to the following:

- 39.3.1.1 The protesting party was incorrectly deemed non-responsive due to an incorrect assessment of fact or law;
- 39.3.1.2 The County failed to substantively follow the Procedures or requirements specified in the Solicitation documents, except for minor irregularities that were waived by the County in accordance with this Code, which resulted in a competitive disadvantage to the protesting party; and
- 39.3.1.3 The County made an identifiable mathematical or other errors in evaluating the responses to the Solicitation, resulting in an incorrect score and not protesting party not being selected for award.

**39.3.2 Timing and Content of the Award Protest**

The Award Protest must be in writing and provide all content in accordance with the Alachua County Code, Chapter 22 “Procurement”, Article 9 “Legal and Contractual Remedies” and must be received by the Procurement Manager at [lsapp@alachuacounty.us](mailto:lsapp@alachuacounty.us) no later than 3:00 PM on the fourth Business day after this Proposed Award Decision was posted by the County. Failure to timely file an Award Protest shall constitute a total and complete waiver of the Bidder’s right to protest or appeal the County’s proposed Award decision in any administrative or legal proceeding.

**39.4 Burden of Proof**

Unless otherwise provided by Florida law, the burden of proof shall rest with the protesting party.

**39.5 Stay of Procurement during Protests**

In the event of a timely protest, the County shall not proceed further with the Solicitation or with the award of the Contract until the County Manager, after consultation with the head of the Using Agency, makes a written determination that the award of the Solicitation without delay is:

- 39.5.1 necessary to avoid an immediate and serious danger to the public health, safety, or welfare;
- 39.5.2 necessary to avoid or substantially reduce significant damage to County property;
- 39.5.3 necessary to avoid or substantially reduce interruption of essential County Services; or;
- 39.5.4 otherwise in the best interest of the public.

**40.0 CONTRACTOR'S INSURANCE**

The contractor shall provide and maintain during the life of the contract, coverages and amounts stated in, [EXHIBIT F](#).

Failure to maintain such insurance may be deemed as a cause of termination of this agreement

## **PART B - SPECIFICATIONS**

### **1.0 GENERAL**

Alachua County Board of County Commissioners is seeking prospective Bidders to furnish and install one (1) 3 bedroom/2 bath manufactured home, FOB Destination Cuscowilla, 210 SE 134 Avenue, Micanopy, Florida, 32667, in strict accordance with the following terms, conditions, and specifications (see also Attachment A – Building Schematics with Specifications and Attachment B and B 1 – Manufactured Home Location).

### **2.0 SCOPE OF SERVICES**

The purpose of this Bid is to establish a firm fixed-price agreement with a qualified company to provide turnkey installation of a manufactured home (hereinafter “Home”). Services include, but are not limited to, the following:

- 2.1 Furnish one (1) new manufactured home that meets or exceeds the minimum requirements set forth in Attachment A. Each Bidder must submit the Manufactured Home Specification/Detail Tech Sheet with each bid and provide it with their Bid Form.
- 2.2 Deliver new manufactured home to Cuscowilla, Micanopy, Florida.
- 2.3 Install new manufactured home, including set-up, skirting, utilities (A/C, electrical, plumbing, and septic), and two sets of 4x4 steps (one for each exterior door).
- 2.4 Oversight and supervision of all delivery and installation subcontractors.
- 2.5 Manufacturing, delivery, and installation services shall comply with all local, state, and federal codes, rules, regulations, and statutes, including all applicable building codes.
- 2.6 Bidder shall provide all technical expertise, supervision, qualified labor, service vehicles, customary tools and equipment, transportation and other services that are necessary for the proper execution and completion of the required work. Bidder shall have the ability to provide timely expert consultations in association with work. Due to safety and accessibility concerns, work may be performed after normal facility operating hours, including weekday evenings and weekends. Bidder shall devote, and cause its personnel to devote, such time, attention, best skill and judgment, knowledge and professional ability as is necessary to perform all services in a manner that is safe, effective, efficient, environmentally acceptable, and compliant with all regulatory requirements.

### **3.0 MANUFACTURED HOME**

- 3.1 **Wall Studs**  
Exterior wall studs are 16 inches on center of 2x4's utilizing high grade lumber.
- 3.2 **Roof Trusses**  
Double roof trusses - three feet from each roof end. Upgrades in spacing for Zone III construction.
- 3.3 **Floor Joists**  
Sturdy 2x6 inch floor joists are crafted into every home for additional load requirements.
- 3.4 **Exterior Wall Sheathing**  
Structural wall sheathing is 3/8-inch-thick rated 'sheathing' or equivalent, increasing both strength and acoustical properties.

- 3.5 **Window Headers**  
Headers above windows and passage doors insure solid construction.
- 3.6 **Multiple Studs**  
Multiple studs at windows and doors accommodate the attachment of storm covers.
- 3.7 **Sliding Door Headers**  
Headers above sliding glass doors add to the structural strength of your home, as does this multiple header and stud treatment.
- 3.8 **Roof Sheathing**  
7/16-inch-thick rated sheathing fastened every 4 or 6 inches on center, depending on where it is located on the roof.
- 3.9 **Shingle Underlayment**  
Lap joints and the entire perimeter of the roof are cemented.
- 3.10 **Fiberglass Shingles**  
Three-tab fiberglass roof shingles are used for long-lasting beauty - and include a 20-year shingle manufacturer limited warranty.
- 3.11 **Attic Insulation**  
Blown Insulation throughout the entire attic makes cooling and heating less expensive.
- 3.12 **Wall Insulation**  
Keep fuel bills low with money-saving wall insulation on every side.
- 3.13 **Column Uplift Straps**  
The center of the home has been strengthened 50% - 100% against uplift forces by adding more piers and anchoring devices.
- 3.14 **Lag Bolts for Strength**  
Flooring to frame strength is secured with more lag bolts, and the number of anchor straps have significantly increased.
- 3.15 **Attachment A**  
Measurements, packages, construction, roof, exterior, exterior doors, windows, plumbing/heating, floor covering, electrical, drywall, interior doors, interior, appliances, kitchen, master bath, hall bath, utility room, and miscellaneous details.
- 3.16 **Attachment B**  
Site information including locations.

#### 4.0 **BIDDER QUALIFICATIONS**

Alachua County has established minimum Bidder qualifications and, at its sole discretion, may request that the apparent low Bidder provide evidence demonstrating that they have the experience and capacity to comply with the provisions of the agreement. In order to be considered for award, each prospective Bidder shall meet the following criteria:

- 4.1 **Established Business**  
Bidder shall be an established firm whose sole or primary business includes manufacturing and/or distributing and installing manufactured homes. Bidder shall have been continuously engaged in the specified services as the same legal entity within the State of Florida for a minimum of five (05) consecutive years. Demonstration of past successful experience within the State of Florida is required. Project experience shall be verifiable. Negative references, in the opinion of the County, may be cause for disqualification of Bidder. If not the manufacturer,

Bidder shall be a current authorized dealer of the manufacturer and shall provide evidence that it is authorized to sell the manufactured home and that it is in good standing with the manufacturer;

4.2 **Service**

Bidder shall have at time of Bid due date, adequate organization, technical expertise, equipment, facilities, supervisory capability, qualified personnel, and technical tools of the trade to ensure competent, prompt, and efficient installation services in support of this agreement. Specific qualification criteria as appropriate to personnel, service, and equipment is further delineated herein;

4.3 **Financial Capacity**

Bidder shall be in sound financial condition and have the financing necessary to adequately maintain the organization, facilities, equipment, and personnel required in the performance of agreement.

4.4 Alachua County reserves the right to inspect and approve the organization, financing, operation, equipment, and facility(s) of apparent low Bidder, and to make sole and final determination as to Bidder's compliance and capability in meeting the requirements of Bid. It shall be the responsibility of Bidder to provide any further evidence and support documentation as deemed appropriate by the County within three (03) business days of request. Should the County determine, in its opinion, that Bidder does not meet any of the Bid qualification requirements or have the ability or capacity to provide the services as required in this agreement, the County may reject the Bid and evaluate next apparent lowest Bidder.

5.0 **WARRANTY**

The manufactured home shall come with the manufacturer's standard warranty. Installation labor shall be warrantied for one (1) year following installation and acceptance of the manufactured home by the County.

6.0 **TITLE**

Bidder shall, at no expense to the County, transfer title to the new manufactured home to the County upon acceptance of the work by the County and payment in full to Bidder.

7.0 **SCHEDULE**

Time is of the essence. Bidder shall provide the following schedule milestones in Attachment A. Milestones shall be measured in terms of date after receipt of the Purchase Order by the successful Bidder: a) manufacturing lead time; b) Pre-inspection Date; c) Delivery to Cuscowilla; d) Installation. They must have all the work completed and installed in either of the time options below for 120/180 days scheduled times.

8.0 **PRE-DELIVERY INSPECTION**

Alachua County reserves the right to inspect the new manufactured home prior to delivery to Cuscowilla. Any deviations from the Bid specifications discovered during this inspection shall be immediately corrected by successful Bidder at no cost to the County.

## 9.0 **GENERAL INSTALLATION GUIDELINES**

### 9.1 **General Supervision**

Bidder shall be responsible for all methods, techniques, sequences and procedures and for coordinating all portions of the work under this agreement. It shall be the sole responsibility of Bidder to ensure that services are being accomplished correctly and safely in conformance to specifications and all regulatory codes, and that progress is being made sufficient to meet each project's schedule. Bidder shall work jointly and cooperatively with County Representative to resolve any performance issues and scheduling problems. The failure of the County to immediately reject any unsatisfactory work or to notify Bidder of such deficiencies shall not relieve the Bidder of any responsibilities specified herein.

### 9.2 **Site Access**

It shall be the responsibility of Bidder to coordinate site access directly with the County Representative or with the appropriate authority. Upon arrival at worksite, personnel shall comply with customary check-in procedures and all security standards. Personnel shall only access designated work areas; all other areas shall be off limits.

### 9.3 **Site Examination**

Prior to performance of work, Bidder shall visit worksite, become familiar with the conditions under which the work is to be performed, and correlate personal observations with the job requirements as communicated by the County Representative. Bidder shall inform the County Representative of any concerns or issues regarding project work at time of site examination.

### 9.4 **Time of Completion**

The commencement of work by Bidder shall be construed to mean acceptance of all conditions at worksite. Bidder acknowledges that time is of the essence in completing the work as specified for this project. Bidder agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof, within the time specified for each project.

### 9.5 **Correction of Work**

Bidder shall promptly correct all work rejected by District Representative as faulty, defective, or failing to conform to the Bid, whether observed before or after substantial completion of the work, and whether or not completed. Deficiencies noted shall be documented and remedy effected within four (04) business days of notification.

### 9.6 **Final Acceptance of Work**

Upon completion of work, Bidder shall contact the County Representative and make request for final inspection. The County Representative shall inspect work within a reasonable time and notify Bidder of any deficiencies. Bidder shall correct all noted deficiencies within the time specified herein.

### 9.7 **Protection**

Bidder shall take all necessary, ordinary and extraordinary precautions to ensure that County property is protected from Bidder's activities. Bidder shall be responsible for the protection of all County facilities and other improvements (i.e., vegetation, pavements, etc.) against operations that may be hazardous and/or damaging to said property. It shall be the responsibility of Bidder to notify the County Representative of any unavoidable damage to County property that may occur prior to commencement of work. Such notification may relieve Bidder of all or part of responsibility for unavoidable damage or loss of property.

9.8 **Utilities**

Bidder shall be cognizant of, and operate with due care in the vicinity of all existing surface and underground utilities. Damaged power and/or telephone lines shall be the responsibility of the Bidder.

9.9 **Property Damage**

Bidder shall be liable for all damages to County occasioned in any way by its actions or neglect or that of their agents or employees. All such damage or loss of property incurred as the result of Bidder operations, whether through negligence or the lack of proper care, storage, or handling, shall be the responsibility of Bidder to immediately restore or replace at own expense. Should any public property be damaged or destroyed, the Bidder at its expense, shall repair or make restoration as is practical and acceptable to the County of destroyed or damaged property, within five (05) business days of discovery unless a time extension is otherwise approved by the County. In the event Bidder fails to repair damages within specified time, the County may arrange for repairs from other source and appropriately charge Bidder repair cost.

9.10 **Cleaning-up/Debris Disposal**

Bidder shall be responsible for proper disposal of all debris as a result of operations. The worksite shall be left in a safe and orderly fashion at the end of each workday. Accumulated debris shall not be allowed to create a safety hazard. Debris shall not be burned, buried, left for a collector, or placed in a County solid waste dumpster at worksite. All disposal of debris shall be performed in a legal manner in accordance with existing State, County and City regulations. The County shall reimburse Bidder, upon submittal of paid receipt, for any waste disposal fees paid in association with such activities at a legal sanctioned private or municipal landfill. A construction dumper shall be provided for extensive project work at District's expense subject to District Representative's approval. At completion of work, Bidder shall remove all work materials, tools, equipment, and surplus materials and shall leave worksite in ready to use condition.

9.11 **Permits**

Bidder shall be responsible for DOT road use permit, escorts, and State Highway and City moving permits.



# Specification Worksheet

Cash

Model Center:					
Model:				Date	5/26/2021
Base Price:		28x48	3 Beds	2 Bath	
Customer:	ALACHUA COUNTY		Customer:		
Salesperson:			General Manager:		
Section	Code	Option	Price	Qty	Details
Exterior	Siding	Vinyl lap siding- White			
Exterior	Shutters & Lineals	Shutters Door side(PKG)			Green
Exterior	Dormer	No dormer			
Exterior	Shingles	Architectural 24-28' x 48' Weather Wood			
Exterior	Exterior Lights	Standard Exterior Lights			
Exterior	Frontdoor-MISC	LH-Six Panel 38x80 Door with Storm			
Exterior	Backdoor	RH-Cottage Door with deadbolt			
Exterior	Misc. door	Sliding Glass Door			Dining Room
Exterior	OSB Wrap	3/8" OSB Wrap 48' foot home			
Exterior	Windows	Standard Insulated windows			
Insulation	Floor insulation	R-11-Standard Insulation			
Insulation	Ceiling insulation	R-30 Insulation- for 28x48			
Insulation	Wall Insulation	R-11-Standard Insulation			
Interior	Walls-Master Bedroom	Unfinished Drywall			
Interior	Walls-Bedroom#2	HIAWATHA-STD-NOT AVAILABLE			
Interior	Walls-Bedroom#3	HIAWATHA-STD-NOT AVAILABLE			
Interior	Walls-Living Room	Unfinished Drywall			
Interior	Walls-Hall	Unfinished Drywall			
Interior	Walls-Dinning Room	Unfinished Drywall			
Interior	Walls-Utility Room	Bella Dove-STD			
Interior	Walls-Masterbath	Bella Dove-STD			
Interior	Walls-Bath Room #2	Bella Dove-STD			
Interior	Walls-Kitchen	Bella Dove-STD			
Interior	Cabinets-Utility Room	Wire Shelf above W/D- No Cabinets			
Interior	Interior Lights-Kitchen	LED Can light PKG-w/2 pendant lights			
Interior	Interior Lights-Kitchen-MISC	11" Ceiling light Above Sink			
Interior	Interior Lights-Master Bed Room	Wired for ceiling fan w/switch (PKG)			
Interior	Interior Lights-Bed Room #2	Wired for ceiling fan w/switch			
Interior	Interior Lights-Bed Room #3	Wired for ceiling fan w/switch			
Interior	Interior Lights-Living Room	Wired for ceiling fan w/switch (PKG)			
Interior	Interior Lights-Dinning Room	11" Ceiling Light (PKG)			
Interior	Interior Lights-Utility Room	11" Ceiling light (PKG)			
Interior	Interior Lights-Master Bath	3-ARM LIGHT (PKG)			
Interior	Interior Lights-BathRoom #2	2- ARM Light (PKG)			
Interior	Interior Lights-Package	Upgrade interior light package			
Interior	Rafters	Standard-24" O.C. Rafters ALL			
Interior	Flooring	Standard-OSB Flooring			
Interior	Floor Joists	24" OC Floor Joist-Standard			
Interior	Window sills	Deluxe window sill-(package)			
Interior	Doors-Interior	Opt door to bath, Unility, Etc.			Utility
Interior	Blinds & Plantations	mini blinds -STD			
Interior	Drape Packages	Level 3- 48' long			
Interior	Deluxe Base molding (not Painted)	Deluxe 3 1/4 Base molding 48'			
Interior	Custom Crown Molding(Painted)	Custom Crown for-28x48			
Masterbath	Linen Cabinet/Closet-Mbath	3 door linen cabinet			
Masterbath	Masterbath Lav.	Double Lav w/bank of drawers			
Masterbath	Formica Top-Masterbath	SPICEWOOD-NO LONGER AVAILABLE			
Masterbath	Faucet-Mbath.	Single lever Tub & Shower (PKG)			
Masterbath	Tub-Masterbath	Island Corner Tub			
Masterbath	Shower-Masterbath	54" 1 PC F/G shower- w/Sliding door (Enclosed)W/Seat			
Masterbath	Commodes-Masterbath	Handicap Commode			
Masterbath	Backsplash-Masterbath	BLACK OXIDE-ONE ROW ON LAV & TUB-			
Bathroom #2	Formica Top Bath#2	SPICEWOOD-NO LONGER AVAILABLE			
Bathroom #2	Faucet-2nd bath.	Single lever Tub (STD)			
Bathroom #2	Tub-Bath#2	1 PC tub/shower-(w/curtain)			
Bathroom #2	2nd bath Lav.	Single Lav-Standard			
Bathroom #2	Commodes-Bathrm#2	Handicap Commode			
Bathroom #2	Backsplash-Bathrm#2	BLACK OXIDE-ONE ROW ON LAV-			
Bathroom #2	Bathroom #2-Misc	Linen Cabinet Hall (PKG)			
Bathroom #2	Bathroom #2-Misc.	Linen Cabinet Above Commode			
Kitchen	Formica Top-Kitchen	SPICEWOOD-NO LONGER AVAILABLE			
Kitchen	Faucet-Kitchen	Standard			
Kitchen	Sinks-Kitchen	Deep Sink			
Kitchen	Dishwasher	Deluxe Dishwasher(Package) Stainless			
Kitchen	Microwave	Stainless Micro(Package)			

# Specification Worksheet

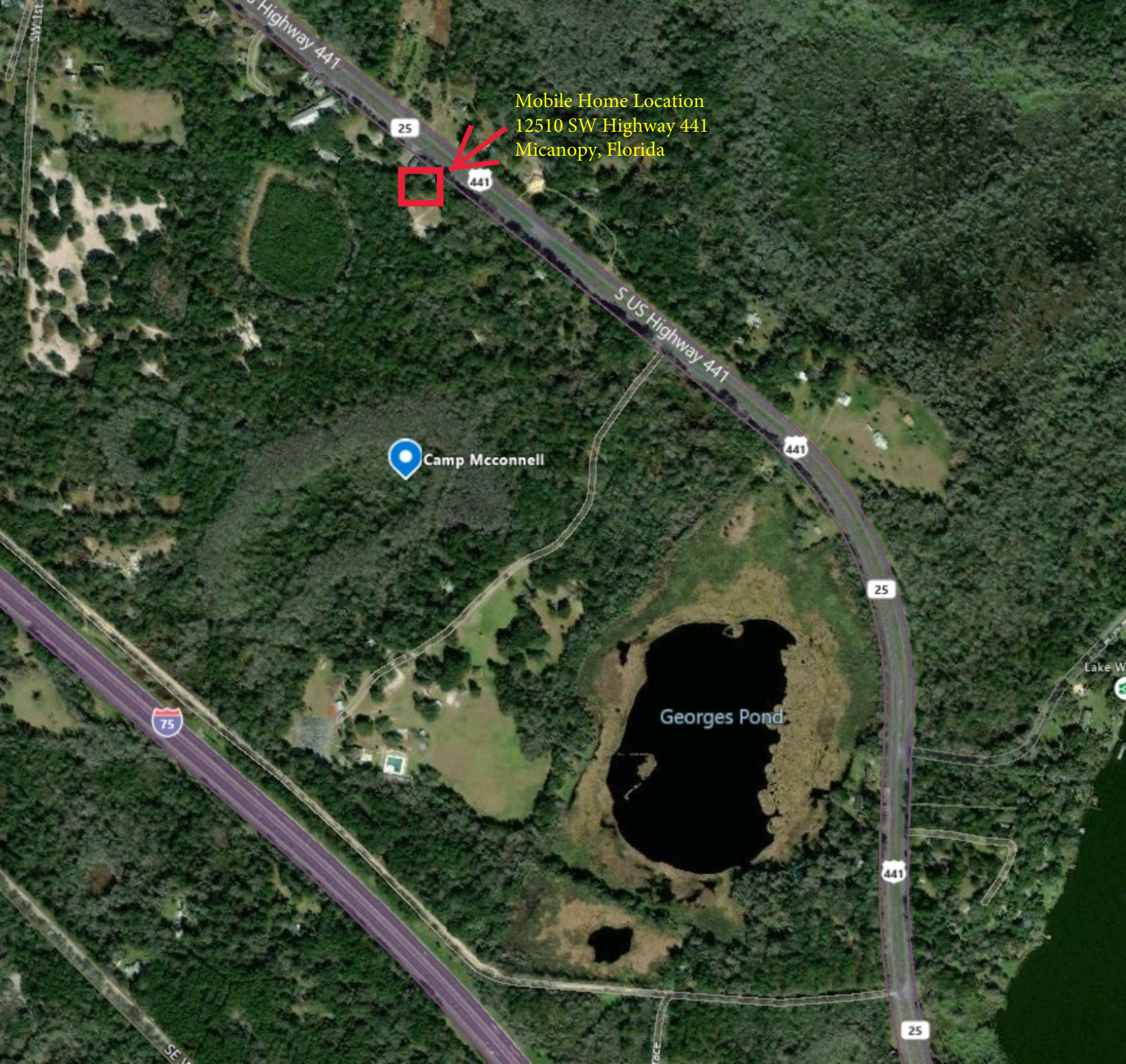
Cash

Model Center:					Date	5/26/2021
Model:						
Base Price:	28x48		3 Beds	2 Bath		
Customer:	ALACHUA COUNTY		Customer:			
Salesperson:			General Manager:			

Section	Code	Option	Price	Qty	Details
Kitchen	Range-Kitchen	Elec. Smooth top stainless(PKG)	-		
Kitchen	Refrigerator	22 stainless(package)	-		
Kitchen	Backsplash-Kitchen	BLACK OXIDE-ONE ROW ON TOP & STOVE-			
Kitchen	Appliance Package	Custom upgrade PKG-I- (Stainless Steel)			
Kitchen	MISC-Kitchen.	Island W/Raised Snack Bar & Black Bead Board On Base			
Kitchen	MISC-Kitchen..	Option Kitchen			
Kitchen	MISC-Kitchen...	Décor Glass Pantry Door			
Utility Room	Water Heater	30 gal- STD			
AMPS	AMP Service	200 amps			
Foyer Entry	Vinyl Foyer Entry	Vinyl Foyer entryway(PKG)			
Hose Bibs	Hose bibs	Hose bibs \$63 each (ON SIDE WALLS ONLY)		1	
Cabinets	Cabinet-(All Home)	Cherry-I			
Floor covering	Vinyl-Total-Lineal ft	DF-9661-Vinyl Lino		33	
Floor covering	Vinyl Flat bar-per 7 ft stick	Lino Bar (\$44. per 7 ft sticks)		3	
Wind Zone	Wind Zones	Standard zone II			
Tape & Texture	MISC. 3rd Party T & T	Living Room, D/R, Master			
Package	Packages				
Miscellaneous	MISC.				
Miscellaneous	MISC..	Ship Ceiling Beams In Close Up			
		Total Options			

Base Price:	
Total Options:	
Total Price	





Mobile Home Location  
12510 SW Highway 441  
Micanopy, Florida

Camp McConnell

Georges Pond

Lake W





Mobile Home Site  
12510 SW Highway 441  
Micanopy, FL



## PART C – BIDDERS CHECK LIST

Bidders may use the boxes to the left to check off items when completed.

The checklist is intended as a reminder for certain important items and is not necessarily a complete list of what must be included in your BID submission.

- ☐ EXHIBIT A, [Bid Form](#) (Remember to fill this form out completely) THIS FORM MUST BE SIGNED. **Bidder must submit the Manufactured Home Specification/Detail Tech Sheet with each bid and provide it with their Bid Form.**
- ☐ Acknowledge all Addendum(s) issued with this solicitation. A place to check off acknowledgement is on the bid form.
- ☐ Fill out all of the exhibits as required. Submission of the specification for Manufactured Home.
- ☐ [EXHIBIT F](#), Include any insurance requirements.
- ☐ Include any bonds that may be applicable.
- ☐ Remember to post your Bid on [DemandStar](#) prior to the submittal deadline.

If you have questions concerning these items or other, sections of the bid solicitation please contact Procurement for clarification prior to submitting your bid.

## **EXHIBIT A**

### **BID FORM**

BID NUMBER: **22-301 Purchase and Installation of a Manufactured Home for Cuscowilla**

BID OPENING DATE: **2:00 pm, Wednesday, September 22, 2021**

TO: The County Commissioners, County of Alachua:

The undersigned, as Contractor, hereby declares that he has carefully read and examined the specifications and with full knowledge of all conditions, under which the equipment and services herein contemplated must be furnished, hereby proposes and agrees to furnish the equipment and services according to the requirements as set out in the specifications for said equipment and service:

DESCRIPTION	BID AMOUNT
Furnish/Install One (1) Manufactured Home (120 days to completion)	\$
Furnish/Install One (1) Manufactured Home (180 days to completion)	\$

Acknowledge Submission of the specification for Manufactured Home: YES NO

Acknowledge Receipt of Addendum(s) (if applicable circle):

#1 Yes No #2 Yes No #3 Yes No #4 Yes No

Bidder: \_\_\_\_\_ Company: \_\_\_\_\_

Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Clearly Print Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Date: \_\_\_\_\_

Email Address: \_\_\_\_\_

## EXHIBIT A Continued

### BIDDER QUESTIONNAIRE

#### Business Information:

Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

#### Designated Account Representative:

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Cell#: \_\_\_\_\_  
Fax #: \_\_\_\_\_ Email: \_\_\_\_\_

#### Experience

- Years in business under present name: \_\_\_\_\_
- Years of sale and installation of manufactured homes in State of Florida: \_\_\_\_\_ Alachua County: \_\_\_\_\_

#### Business Operations

- Does your firm have the ability and experience to perform all services as described herein? ☐ Yes ☐ No
- Is it your firm's intent to use a subcontractor for any part of this agreement? ☐ Yes ☐ No
- If "yes," please list the subcontractor here:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- Does your firm currently possess all customary trade equipment as necessary to perform services? ☐ Yes ☐ No
- Please attach a copy of the manufactured home's standard warranty.

#### Installation Schedule (120 Days) (After Purchase Order Issuance)

- Manufacturer's Lead Time (home construction): \_\_\_\_\_ Weeks After Order
- Pre-Inspection: \_\_\_\_\_ Weeks After Order
- Delivery: \_\_\_\_\_ Weeks After Order
- Installation Complete: \_\_\_\_\_ Weeks After Order

#### Installation Schedule (180 Days) (After Purchase Order Issuance)

- Manufacturer's Lead Time (home construction): \_\_\_\_\_ Weeks After Order
- Pre-Inspection: \_\_\_\_\_ Weeks After Order
- Delivery: \_\_\_\_\_ Weeks After Order
- Installation Complete: \_\_\_\_\_ Weeks After Order

## **References**

Provide three (03) references within the State of Florida specific to the primary scope of this agreement that your firm has provided services within the past two (02) years. Commercial or Public Agency accounts are preferred.

1) Company/Organization name: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Contact name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone #: (\_\_\_\_\_) \_\_\_\_\_ Under current agreement: ☐ Yes ☐ No

Date last project completed: \_\_\_\_\_ Agreement Amount: \$ \_\_\_\_\_

Description of services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2) Company/Organization name: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Contact name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone #: (\_\_\_\_\_) \_\_\_\_\_ Under current agreement: ☐ Yes ☐ No

Date last project completed: \_\_\_\_\_ Agreement Amount: \$ \_\_\_\_\_

Description of services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3) Company/Organization name: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Contact name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone #: (\_\_\_\_\_) \_\_\_\_\_ Under current agreement: ☐ Yes ☐ No

Date last project completed: \_\_\_\_\_ Agreement Amount: \$ \_\_\_\_\_

Description of services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## **EXHIBIT B**

\_\_\_\_\_  
(Insert Name of Corporation)

### **CORPORATE RESOLUTION**

#### **GRANTING SIGNING AUTHORITY AND AUTHORITY TO CONDUCT BUSINESS**

The Board of Directors (“Directors”) of \_\_\_\_\_, a

(insert name of company)

\_\_\_\_\_ corporation (the “Corporation”), at a duly and properly

(insert state of incorporation)

held meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, did hereby consent to, adopt,  
ratify, confirm and approve the following recitals and resolutions:

**WHEREAS**, the Corporation is a duly formed, validly existing corporation in good standing under the laws of  
the State of \_\_\_\_\_ and is authorized to do business in the State of Florida; and

**WHEREAS**, the Corporation desires to grant certain persons the authority to execute and enter into contracts and  
conduct business on behalf of the Corporation.

**NOW, THEREFORE, BE IT RESOLVED**, that any of the following officers and employees of the Corporation  
listed below are hereby authorized and empowered, acting along, to sign, execute and deliver any and all contracts  
and documents on behalf of the Corporation, and to do and take such other actions, including but not limited to  
the approval and execution of contracts, purchase orders, amendments, change orders, invoices, and applications  
for payment, as in his or her judgment may be necessary, appropriate or desirable, in connection with or related  
to any bids, proposals, or contracts to, for or with to Alachua County, a charter county and political subdivision  
of the State of Florida:

**NAME**

**TITLE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NAME**

---

**TITLE**

---

**BE IT RESOLVED THAT**, these resolutions shall continue in full force and effect, and may be relied upon by Alachua County, until express written notice of their rescission or modification has been received by the Procurement Manager of Alachua County. Any revocation, modification or replacement of these resolutions must be accompanied by documentation satisfactory to the Procurement Manager of Alachua County, establishing the authority for the changes.

**IN WITNESS WHEREOF**, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and do hereby certify that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors of the Corporation and that said meeting was held in accordance with state law and the Bylaws of the Corporation, and that the resolution is now in full force and effect without modification or rescission.

**(Corporate Seal) Secretary of the Corporation**

By: \_\_\_\_\_

\_\_\_\_\_  
(Print Secretary's Name)

## **EXHIBIT C**

### **PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION**

As a bidder or proposer, any document you submit to Alachua County may be a public record and be open for personal inspection or copying by any person. In Florida ‘public records’ are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011, F.S. A document is subject to personal inspection and copying unless it falls under one of the public records exemptions created under Florida law. Please designate what portion of your bid or proposal, if any, qualifies to be exempt from inspection and copying:

(Execute either section I. or II, but not both; bidder may not modify language)

#### **I. NO EXEMPTION FROM PUBLIC RECORDS LAW**

No part of the bid or proposal submitted is exempt from disclosure under the Florida public records law, Ch. 119, F.S.

Bidder’s Signature: \_\_\_\_\_

Date: \_\_\_\_\_

- - - OR - - -

#### **II. EXEMPTION FROM PUBLIC RECORDS LAW AND AGREEMENT TO INDEMNIFY AND DEFEND ALACHUA COUNTY**

The following parts of the bid or proposal submitted are exempt from disclosure under the Florida public records law because: (list exempt parts and legal justification. i.e. trade secret):

By claiming that all or part of the bid or proposal is exempt from the public records law, the undersigned bidder or proposer agrees to protect, defend, indemnify and hold the County, its officers, employees and agents free and harmless from and against any and all claims arising out of a request to inspect or copy the bid or proposal. The undersigned bidder or proposer agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent.

Bidder’s Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT D**

### **ALACHUA COUNTY GOVERNMENT MINIMUM WAGE (GMW) FORM**

#### **22-301 Purchase and Installation of a Manufactured Home for Cuscowilla**

The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this Bid/RFP are paid, and will continue to be paid, in accordance with Chapter 22, Article 12 of the Alachua County Code.

Please mark the appropriate box below that applies to how you pay your employees:

- ☐ Employees involved with Alachua County projects are paid a minimum of **\$15.00** hourly or the current prevailing wage and are provided health benefits?
- ☐ Employees involved with Alachua County projects are paid a minimum of **\$17.00** hourly or the current prevailing wage but are not provided health benefits?

Bidder: \_\_\_\_\_ Company: \_\_\_\_\_

Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Clearly Print Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Date: \_\_\_\_\_

Email Address: \_\_\_\_\_

## **EXHIBIT E**

### **DRUG FREE WORKPLACE**

In the evaluation of proposals, all factors in the process being equal, both as to dollar amount and ability to perform, priority will be given, first, to those vendors certifying a drug-free workplace, secondly, to certified Small Business Enterprise (SBE) bidders.

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

---

Name of Business

Does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require 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.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

---

Bidder's Signature

---

Date

## **EXHIBIT F**

### **TYPE “A” INSURANCE REQUIREMENTS “ARTISAN CONTRACTORS / SERVICE CONTACTS”**

**The Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.**

#### **COMMERCIAL GENERAL LIABILITY**

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

#### **AUTOMOBILE LIABILITY**

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

#### **WORKERS COMPENSATION AND EMPLOYER’S LIABILITY**

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer’s Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

#### **BUILDER’S RISK / INSTALLATION FLOATERS (when applicable)**

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the

National Flood Insurance Program.

#### **EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)**

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

#### **OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

**I Commercial General Liability and Automobile Liability Coverages**

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

**II All Coverages**

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

**SUBCONTRACTORS**

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

**CERTIFICATE HOLDER: Alachua County Board of County Commissioners**

**MAIL, EMAIL or FAX CERTIFICATES**

Department Contact:	Steve Wargo
Department:	Parks & Open Space
Dept. Contact Phone:	352-384-3190
Dept. Contact Email:	<a href="mailto:swargo@alachuacounty.us">swargo@alachuacounty.us</a>
BID:	22-301 Purchase and Installation of a Manufactured Home for Cuscowilla