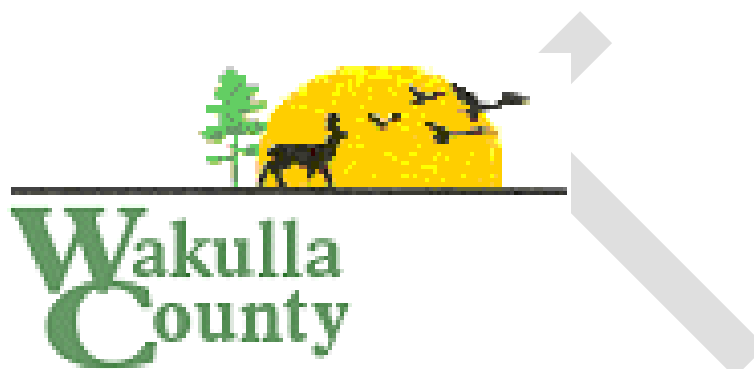


WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS



GENERAL CONTRACTING SERVICES FOR REPAIRS TO THE WAKULLA COUNTY WELCOME CENTER

Invitation to Bid Number: 2010-04

RESPONSES ARE DUE BY: April xx, 2010 at 2:00 p.m.

MAIL OR DELIVER RESPONSES TO:

Wakulla County Board of County Commissioners
Purchasing Office
3093 Crawfordville Highway
PO Box 309
Crawfordville, FL 32326

Contact: Deborah DuBose at 850.926.9500 or via e-mail at ddubose@mywakulla.com
850.926.9006 FAX

OVERVIEW

Wakulla County, Florida, is accepting sealed written bids from qualified and interested firms that wish to provide General Contracting Services for the repair of the Wakulla County Welcome Center located in Panacea, FL. The successful party will provide the professional services described herein in support of the County. A firm may respond both as a joint venture and independently as a single respondent. If a joint venture response is rejected, no firm which has participated in the joint response can be considered to provide services unless it has separately submitted a response. All work will be contracted within the terms, conditions, scope of work and other applicable requirements set forth in this document.

Parties interested in preparing a response to this Invitation to Bid must complete the requirements set forth in the attached documents. Under the proposal process of Wakulla County, the conditions set forth herein are binding on the proposer as confirmed by the signature of an officer on the cover letter.

Wakulla County welcomes your response. The County reserves the right to reject any response found to be non-responsive, vague, or non-conforming. The County also reserves the right at any time to withdraw all or part of this request in order to protect its best interests. The County is not liable for any costs incurred by the party in preparing its response, nor is a response an offer to contract with the County. Pursuant to Chapter 119, Florida Statutes, all responses are subject to Florida's public records laws.

CALENDAR OF EVENTS

All times listed in the Calendar of Events are Eastern Standard Time.

Release of Invitation to Bid	TBD
Technical Questions due from prospective Respondents (Fax and e-mail acceptable)	TBD
MANDATORY Pre-Proposal Conference	TBD
Responses to questions due from the BoCC	TBD
Replies due and opened (FAX NOT ACCEPTABLE)	TBD
Posting of Rankings	TBD
Board Consideration of Intended Vendor Award	TBD
Anticipated beginning of work	TBD

GENERAL INSTRUCTIONS TO RESPONDENTS:

Invitation to Bid (ITB) General Instructions:

1. Items listed on the checklist in this form and all other items required within this ITB must be executed and/or submitted in a sealed envelope. The outside of the envelope must clearly indicate the ITB number, the time and date specified for receipt (April xx, 2010 @ 2:00 P.M.) and the name and address of the Respondent. Address your sealed envelope as follows:

ITB #2010-04 – General Contracting Services for Repairs to the Wakulla County Welcome Center
Wakulla County
Wakulla County Board of County Commissioners
(Commissioners Complex)

Hand Delivered--3093 Crawfordville Highway, Crawfordville, FL 32327
Mailed --Post Office Box 309, Crawfordville, Florida 32326

2. Proposals must be typed in ink. No changes in or corrections will be allowed after the proposals are opened.
3. Proposals must contain one original, manual signature of an authorized representative of the company and two additional copies. Original must be marked as such.
4. Submittals which are received after the closing date will be returned unopened to the submitting firm.
5. Firms responding to this ITB are expected to examine the specifications, all general and special conditions of the ITB prior to submission.
6. Any questions concerning the Invitation to Bid process, required submittals and selection process should be directed to Debbie DuBose at (850) 926-9500; FAX (850) 926-9006; or e-mail at ddubose@mywakulla.com.
7. All prospective Offerors are hereby instructed not to contact any member of the Board of County Commissioners, County Administrator, or Wakulla County staff member other than the contact persons listed above regarding this solicitation or their submittal at any time prior to the final evaluation and recommended ranking by County staff for this project. Any such contact shall be cause for rejection of your submittal.

NOTE: ANY AND ALL CONDITIONS OR REQUIREMENTS ATTACHED HERETO, WHICH VARY FROM THE GENERAL INSTRUCTIONS FOR THIS ITB WILL TAKE PRECEDENT.

MANDATORY REQUIREMENTS:

The Board of County Commissioners has established certain mandatory requirements which must be included as part of any response. The use of the terms “shall”, “must” or “will” (except to indicate simple futurity) in this Invitation to Bid (ITB) indicate a mandatory requirement or condition. The words “should” or “may” in this ITB indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omissions of, such as a desirable feature will not by itself cause rejection of a proposal.

Replies which do not meet all material requirements of this ITB or which fail to provide all required information, documents, or materials will be rejected as non-responsive. Material requirements of the ITB are those set forth as mandatory, or without which an adequate analysis and comparison of replies is impossible, or those which affect the competitiveness of replies or the cost to the Board. Respondents whose replies, past performance or current status do not reflect the capability, integrity or reliability to perform fully and in good faith the requirements of the contract may be rejected as non-responsible.

The Board reserves the right to determine which replies meet the material requirements of the ITB, and which Respondents are responsible and/or responsive.

DRAFT

SCOPE OF SERVICES:

Wakulla County, Florida invites qualified firms or individuals to submit their proposals for consideration to repair the Wakulla County Welcome Center located in Panacea, FL. The repairs are as follows:

STRUCTURAL REPAIRS

Structural Overview

Some of the existing pile supports at the Welcome Center have sustained erosion damage, in some instances this erosion is severe. The proposed structural solution is to shore up the building, cut the existing piles below the damaged area, pour a continuous, reinforced concrete footer, and replace the exposed portion of the damaged piling. X-Bracing will also be employed to improve structural integrity.

Structural Scope of Services

- Damaged piles will be marked in the field. Contractor is to implement the proposed structural solution outlined in the attached drawings and notes.

The following is an overview of the proposed structural solution, and should not be assumed to be the complete repair:

- Existing structure is to be shored up.
- Existing concrete slab under the building is to be cut and removed to a minimum width of 24 inches.
- Area for the proposed footer is to be excavated.
- Damaged Piles are to be cut approx. 24" below the eroded areas (typically at grade) and the top portion of the piles removed and disposed of properly.
- Install rebar per plans.
- Form-up and pour concrete footer.
- Install 8-inch steel pipe.
- Custom weld bearing plate on top of proposed pile for connection and support of existing structure.
- Install cross bracing on new piles.
- Pour a concrete collar around other marked, existing piles.

ELECTRICAL REPAIRS

Electrical Overview

Due to years of exposure to the elements, the existing conduit and junction boxes housing the electrical wiring has deteriorated significantly. The intent of the proposed improvements will safely provide electrical service and protect the services from natural elements.

Electrical Scope of Services

- Contractor shall replace existing wiring and conduit under the existing structure.
- Wiring serving the existing lift station should also be re-routed underground per current code standards.
- There are no drawings for the proposed improvements; proposed conduit should match existing layout.

PLUMBING REPAIRS

Plumbing Overview

During the extreme low temperatures late last year and earlier this year, the existing water piping serving the building sustained extreme damage, springing multiple leaks. Proposed repairs are to restore service to the building, and protect against future failures.

Plumbing Scope of Services

- Contractor is to replace the existing water service exterior piping, fittings, and fixtures. Pipe is to be insulated to protect against exposure to natural elements.
- At this time, it appears the sanitary service is functioning satisfactorily, and no improvements are required.
- There are no drawings for the proposed improvements; proposed piping should match existing layout.

HVAC REPAIRS

HVAC Overview

Similar to the other repair items listed, the HVAC system is deteriorated. The intent of the proposed improvements is to re-establish service to the building, and protect service infrastructure from the elements.

HVAC Scope of Services

- Contractor is to replace existing air ducts from units to point of connection inside building. Contractor to include a cost for the cleaning of the interior duct work in bid. Contractor also should include costs for two (2)-five (5) ton A/C units to serve the existing structure. Contractor should also include an alternate line item (not included in total bid) for an optional A/C set up that may be more economically feasible and meet the needs of the existing building (ex: 7.5 ton unit for main floor; 1.5 ton unit for upstairs in lieu of the two five ton units. Or relocate units to top of building, etc.).
- No Drawings currently exist for the existing HVAC system.

MISC. REPAIRS

1. Contractor shall install insulation to the bottom of the structure (either underpinned or sprayed).
2. Contractor shall frame in bottom of structure to guard plumbing, electrical and HVAC improvements from exposure to elements. Finish will include sealant/materials necessary to retard water/salt air intrusion. Access to junction boxes, valves, etc. will have to be accommodated for future maintenance.
3. Contractor shall repair exterior of building to retard pests from inhabiting within the structure's walls.
4. Contractor shall install and maintain silt fencing along perimeter of disturbed areas in an attempt to keep sedimentation out of the marsh areas.
5. Contractor shall re-grade existing grading under the structure to facilitate positive drainage, and minimize standing water onsite after storm events.
6. Existing cooler facility shall be demolished and removed. Materials shall be discarded in accordance with governing federal, state, and local laws.

GENERAL ITEMS

1. Contractors bidding on repairs shall hold applicable state and local licenses/certifications.
2. All work shall be performed in conformance with the 2007 Florida Building Code.
3. Contractor shall compile detailed as-built drawings for the improvements.
4. Partial or conditional proposals will not be accepted. Bids must encompass all repairs listed above.
5. Winning bid will enter into contract negotiations with Wakulla County. The County will provide all direction on the project.

The County will consider the qualifications of each firm with regard to the services required by the County, and so may choose one firm according to which firm best fits the needs of the County.

Attached, for vendor review, are the proposal qualifications required for Wakulla County's consideration. Should you require clarification regarding any of these qualifications, please contact Debbie DuBose, (850) 926-9500, facsimile: (850) 926-9006, email: ddubose@mywakulla.com.

METHOD OF PAYMENT

Payment for each entity's pay request will be made upon the Project Manager's determination that the tasks as described in the pay request have been satisfactorily completed. Should the BOCC not accept a deliverable/task, the Project Manager will notify the contractor(s) in writing of such rejection and provide the reason(s) for rejecting the deliverable/task.

CONTRACTOR RESPONSIBILITIES

The contractor shall provide the improvements as stated in the Scope of Services and Specifications in a timely manner in accordance with the contract period represented in this document. Contractors must meet all State and Federal permit requirements.

COMPLETION OF DELIVERABLES

As described in this ITB, Timelines and Deliverables, the Contractor shall provide a timely completion of the deliverables listed as outlined under the terms and conditions of this bid. The Contractor must report all extenuating circumstances and request exceptions in writing to the Project Manager for consideration immediately upon discovering that the terms of services will not be met in a particular area. Any exceptions not submitted and approved in writing, as specified herein, will be assessed the applicable liquidated damages as described in this ITB.

SUB-CONTRACTS

The Contractor will be the prime service provider and shall be responsible for all work performed and contract deliverables. The Contractor shall not enter into any subcontracts for the delivery of any services described in this contract without the prior written approval of the Project Manager. Proposed use of subcontracts should be included in the Respondent's bid. Requests for use of subcontracts received subsequent to the ITB process are subject to review and approval by the BoCC based on the terms described herein.

Task	Subcontractor
Structural Repair	
Electrical Repair	
Plumbing Repair	
HVAC Repair/Replacement	

**WAKULLA COUNTY
BOARD OF COUNTY COMMISSIONERS RESPONSIBILITIES**

The Wakulla County BOCC shall provide the contractor with all available permitting (excluding NPDES), geotechnical reports, geotechnical documents, construction documents and specifications.

HOW TO RESPOND TO THIS ITB

Copies of the specification documents can be obtained at 3093 Crawfordville Hwy, Crawfordville, FL 32327 or by calling 850.926.9500 to request a copy.

BID RESPONSE FORMAT

In responding to this ITB, each Respondent should review and account for all the requirements contained within this ITB.

The Respondent's bid response will consist of the following and follow the format listed:

Tab 1 - Title Page

The title page must include, at a minimum:

- The title and number of the ITB;
- The Respondent's name (person, organization and firm);
- The name of the organization to which the bid is submitted (Wakulla County Board of County Commissioners);
- The name, title, phone number and address of the person who can respond to inquiries regarding the bid; and
- The signature of the Respondent's authorized signatory.

Tab 2 - Attachments

Bid responses must include the following documents and certifications:

- **Response Transmittal Form (Attachment 1):** Respondents are required to complete, sign, and return the "Response Transmittal Form" with their response submittal. This form must be completed and signed by a representative who is authorized to contractually bind the Respondent.
- **Bidder's Qualification Statement (Attachment 2).** A representative who is authorized to contractually bind the Respondent must complete, sign and attach this form.
- **Reference Form (Attachment 3).** A representative who is authorized to contractually bind the Respondent must complete, sign and attach this form.
- **Public Entity Crimes (Attachment 4).** Completed, signed and attached by authorized individual for Respondent.
- **Bid Cost Sheet (Attachment 5).** Completed, signed, and attached by authorized individual for Respondent.
- **Equal Employment Opportunity (Attachment 6).** Completed, signed, and attached by authorized individual for Respondent.
- **Non-Collusion Affidavit (Attachment 7).** Completed, signed and attached.
- **Certification Regarding Debarment, Suspension (Attachment 8).** Completed, signed and attached.
- **Local Contractor Certification (Attachment 9)** Completed, signed and attached.
- **Drug Free Workplace Certification (Attachment 10)** Completed, signed and attached.
- **Disclosure Statement (Attachment 11)** Completed, signed and attached.
- **Identical Tie Bids (Attachment 12)** Completed, signed and attached.
- **Insurance Coverage Document (Attachment 13)** Completed, signed and attached.
- **Bid Bond (Attachment 14)** Completed, signed and attached.

Bid Submission

All bids must be submitted in a sealed envelope and shall be clearly marked on the outside with the solicitation number, date and time of bid opening for which the bid is intended. The BoCC is not responsible for the opening of any envelope which is not properly marked.

Respondents shall submit all data in the formats specified in this ITB. The forms furnished must be used when submitting the bid. Forms are to be filled out in pen and ink or typewritten with alterations, with changes or amendments initialed. All forms must be signed and dated.

BIDS MUST BE RECEIVED AT OR BEFORE THE TIME AND DATE reflected on the timeline in the Calendar of Events of this ITB.

It is the Respondent's responsibility to assure their bid submittal is delivered at the proper place and time as required in this ITB. **The official date and time of receipt is the date and time the bid is stamped by the Wakulla County Board of County Commissioners.** Late replies will not be accepted.

Respondent's bids must state that their bid constitutes an offer that remains valid for at least 60 days after receipt of the bid. Bids must be sent by U.S. Mail, Courier, or Hand Delivered to the location indicated below:

Wakulla County Board of County Commissioners
Attn: Debbie DuBose
3093 Crawfordville Highway
Post Office Box 309
Crawfordville, FL 32327

The face of the envelope shall clearly state the solicitation number and title and also reflect the bid opening date and time. (If a courier service is used, the bid document must be in a sealed marked envelope inside the shipping envelope.) It is suggested that the bid is hand delivered or sent "Certified Mail", to ensure receipt by the date and time indicated.

Inquiries

Questions related to this ITB must be received in writing by the contact person listed below by the time indicated in the Calendar of Events. The questions may be sent US mail, courier, e-mail, fax, or hand-delivered to the sole point of contact, listed below. No telephone calls will be accepted. Inquiries submitted after the period specified in the Calendar of Events will not be addressed. Answers to written questions received by the time and date listed in the Calendar of Events will be posted on the county's website at: www.mywakulla.com

NOTE – Submit questions in writing to:

Wakulla County Purchasing Office
Attention: Debbie DuBose
3093 Crawfordville Highway
Crawfordville, Florida 32327
FAX 850.926.9006
Email: ddubose@mywakulla.com

It is the responsibility of all potential Respondents to monitor this site for any changing information prior to submitting a response.

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the BoCC posting the notice of intended award, any employee or Board Member concerning any aspect of this solicitation, except in writing to the procurement officer as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

AWARD

This solicitation will be awarded on an **all or none basis to the responsive, responsible respondent providing the lowest total overall cost and meeting the project time table for the original contract period.** The final contract price will be the original response price, if an award is made. The Board reserves the right to make all awards pursuant to the Invitation to Bid.

Responses that do not meet the requirements specified in this ITB will be considered non-responsive or not responsible as applicable. In the best interest of Wakulla County, the Board reserves the right to reject any and all responses or waive any minor irregularity or technicality in responses received. Respondents are cautioned to make no assumptions unless their response has been deemed responsive.

A printed copy of the Response tabulation will be posted at the Board's Administrative Offices and on the county's website (www.mywakulla.com). A copy will also be available upon written request to the Purchasing Office. Each written request must contain a self-addressed, stamped envelope and must reference the solicitation title and number.

IDENTICAL TIE BIDS

In accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with drug-free workplace programs. If two or more responses which are equal with respect to price, quality and service are received for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Vendor/Contractors must complete the Drug Free Workplace form provided and return it with their response.

In the event that all tied vendors submitted the Drug Free Workplace Certification, award shall be determined by using the number of valid vendor complaints on file or by lot; except that the response that relates to commodities manufactured within this State shall be given preference.

EXECUTING A CONTRACT

The construction, interpretation, and performance of this solicitation, and all transactions under it shall be governed by the laws of the State of Florida and Wakulla County. The contract documents shall include all terms and conditions of this solicitation, any addenda, response, and the BoCC's contract issued as a result of this solicitation.

The successful bidder will be required to obtain both a performance and payment bond prior to the signing of a contract and issuance of the Notice to Proceed.

CONTRACT PERIOD

The original contract period will begin upon notice of proceed (NTP). Within 60 days project will be substantially complete and original contract period will end 90 days after issuance of the Notice to Proceed.

CONTRACT RENEWAL

Any contract that may result from award of this solicitation will not be renewed.

LICENSES, PERMITS AND TAXES

The vendor awarded a contract pursuant to this ITB shall pay for all licenses, permits, taxes, inspection and or architectural fees required for this project. Also, the Contractor shall comply with all federal, state and local codes, laws, ordinances, regulations and other requirements applicable to the work specified at no additional cost to the BoCC.

CONTRACTOR'S RESPONSIBILITIES UPON TERMINATION

After receipt of a Notice of Termination, and except as otherwise specified by the BoCC, Contractor shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice.
2. Complete performance of such part of the work as shall not have been terminated by the BoCC.
3. Take such action as may be necessary, or as the BoCC may specify, to protect and preserve any property related to any contract that results from this ITB which is in the possession of the Contractor and in which the BoCC has or may acquire an interest.
4. Upon the effective date of termination of the contract, the Contractor shall transfer, assign, and make available to the BoCC all property and materials belonging to the BoCC. No extra compensation will be paid to the Contractor for its services in connection with such transfer or assignment.

LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE ON TIME

1. In as much as failure to complete the project within the time established in this ITB herein will result in substantial injury to the BoCC, and as damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if the project is not completed, within such further time, if any, as in accordance with the provision of the Contract Documents shall be allowed for such substantial completion, the Contractor shall pay to the BoCC as liquidated damages for such delay, and not as a penalty \$1,000.00 dollars for each and every calendar day elapsing between the date fixed for substantial completion of any stage of the project and the date such completion shall be fully accomplished. It is also hereby agreed that if this project is not finally complete, in accordance with the requirements of the Contract Documents the contractor shall pay to the BoCC as liquidated damages for such delay, and not as a penalty, one-fourth of the rate indicated above. Said liquidated damages shall be payable in addition to any excess expenses or costs payable by the Contractor to the BoCC under this provision shall not exclude the recovery of damages by provisions of the Contract Documents, except for Contractor's delays.
2. This provision for liquidated damages for delay shall in no manner affect the BoCC's right to terminate the Contract as provided elsewhere in the Contract Documents. The BoCC's exercise of the right to terminate shall not release the Contractor from his obligation to pay said liquidated damages in the amount stated in this document.
3. It is further agreed that the BoCC may deduct from the balance retained by the BoCC under the provisions provided for or such portion thereof as the said retained balance will cover.

LIQUIDATED DAMAGES WHEN BOCC TERMINATES CONTRACT

The Board is entitled to completion of the project within the time fixed stated in this document hereof. In the event of termination of the Contract by the Board prior to completion as provided in the contract, the Contractor shall be liable to the Board for the expenses for additional managerial and administrative services provided to complete the project, and for the per diem liquidated damages provided for.

OTHER IMPORTANT INFORMATION

SPECIAL ACCOMODATIONS

Any person requiring special accommodations at the BoCC because of a disability should call the Board Purchasing Office at least five (5) working days prior to any pre-response conference, response opening, or meeting. If you are hearing or speech impaired, please contact the Board's Purchasing Office by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

RESPONDENT'S RESPONSIBILITY

It is understood and the Respondent hereby agrees to be solely responsible for obtaining all materials and determining the best methods that will be utilized to meet the intent of the specifications of this solicitation.

Any failure by the Contractor to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing the work.

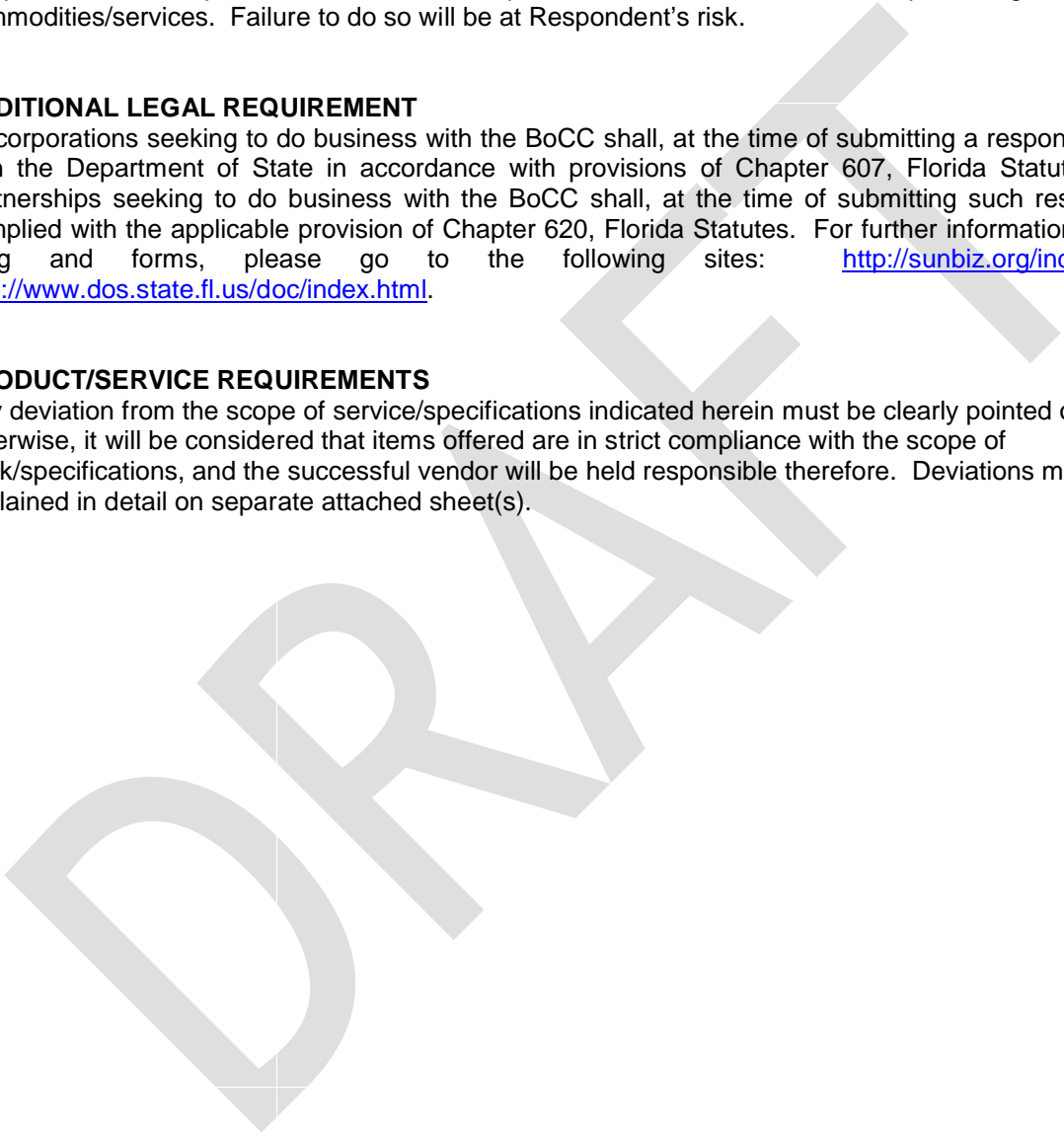
Respondents are expected to examine the specifications and all instructions pertaining to the required commodities/services. Failure to do so will be at Respondent's risk.

ADDITIONAL LEGAL REQUIREMENT

All corporations seeking to do business with the BoCC shall, at the time of submitting a response, be on file with the Department of State in accordance with provisions of Chapter 607, Florida Statutes; similarly, partnerships seeking to do business with the BoCC shall, at the time of submitting such response, have complied with the applicable provision of Chapter 620, Florida Statutes. For further information on required filing and forms, please go to the following sites: <http://sunbiz.org/index.html> or <http://www.dos.state.fl.us/doc/index.html>.

PRODUCT/SERVICE REQUIREMENTS

Any deviation from the scope of service/specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with the scope of work/specifications, and the successful vendor will be held responsible therefore. Deviations must be explained in detail on separate attached sheet(s).



ITB CHECKLIST:

Please submit the items on the following list and any other items required by any section of this Invitation to Bid. The checklist is provided as a courtesy and may not be inclusive of all items required within this Invitation to Bid:

- _____ Completed ITB Response Sheet with Signature
- _____ Bidders Qualification Statement
- _____ Reference Form
- _____ Public Entity Crimes Statement
- _____ Bid Cost Sheet
- _____ Equal Opportunity/Affirmative Action Statement
- _____ Non-Collusion Affidavit
- _____ Certification Regarding Debarment, Suspension
- _____ Local Contractor Certification
- _____ Drug Free Workplace Certification
- _____ Disclosure Statement
- _____ Identical Tie Bids
- _____ Insurance Coverage Document
- _____ Bid Bond

ITB RESPONSE SHEET

The Board of County Commissioners, Wakulla County, reserves the right to accept or reject any and/or all proposals in the best interest of Wakulla County.

HOWARD KESSLER, M.D.
Chairman

This proposal is submitted by the below named firm/individual by the undersigned authorized representative.

(Firm Name)

BY :

(Authorized Representative)

(Printed or Typed Name)

ADDRESS : _____

TELEPHONE: _____

FAX: _____

ATTACHMENT 2

BIDDER'S QUALIFICATION STATEMENT

The undersigned guarantees the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary. Print in ink or type all answers.

General CONTRACTORS proposing to be qualified to perform the Work are advised that they must address each item of this sheet, giving full descriptions of the material and equipment that they propose to furnish. Any information omitted will be sufficient reason for refusal to qualify.

General CONTRACTOR's License No. _____ (attach copy).

Experience

1. How many years has your organization been in business as a general contractor?

2. Have you ever failed to complete the work awarded to you within the specified contract time in the last five (5) years? If so, where, when, and why? Attach sheet, if necessary.

3. Give names, addresses, and telephone numbers of three (3) individuals or corporations for which you have performed work and that can be contacted as a reference. Attach sheet, if necessary.

4. Complete the table below as fully as possible, describing projects similar in character and scope to the Work specified herein and which have been successfully completed during the past three (3) years.

Location and Type of Work	OWNER Name/City	Consulting Engineer	Year Completed	Contract Price

General

5. Describe your present workload. Do you have project underway which might interfere with the start of this Work and completion on schedule?

6. List all past litigations or arbitrations for the past five (5) years and final outcome. Fully describe the circumstances (use additional sheets if necessary).

7. Are you presently involved in any litigations or arbitration? If so, describe fully the circumstances and dollar amounts associated with litigation. Attach sheet, if necessary.

8. Use the following space to give a summary of the Financial Statement of your organization. (List assets and liabilities for the past five (5) years, and use additional sheet if necessary):

9. Has your corporation(s) been declared insolvent and/or had the bond pulled on a project?

10. State the true and exact, correct, and complete name under which you do business.
BIDDER
IS: _____

(Signature)

(Name)

(Title)

(Company)

(Date)

**ATTACHMENT 3
 REFERENCE FORM**

Respondent's Name: _____

Vendors are required to submit with their response three (3) references, with which they have provided similar services as requested in this solicitation. Vendors shall use this attachment to provide the required reference information. The BoCC reserves the right to contact any and all references in the course of this solicitation and make a responsibility determination, not subject to review or challenge.

FORMER CLIENTS-Provide Three (3)	
Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

Authorized Signature: _____

Title: _____

ATTACHMENT 4

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Wakulla County Board of County Commissioners

By _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is:

and (if applicable) its Federal Employer Identification Number (FEIN) is . _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement). _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime: or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision

of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However there has been a subsequent proceeding before a hearing a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted contractor list. [Attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to and subscribed before me this _____ day of, 200_ .

Personally known _____ OR Produced identification _____
(Type of identification)

NOTARY PUBLIC

Notary Public - State of _____

My commission expires: _____

Printed, typed, or stamped commissioned name of notary public

**ATTACHMENT 5
 BID COST SHEET**

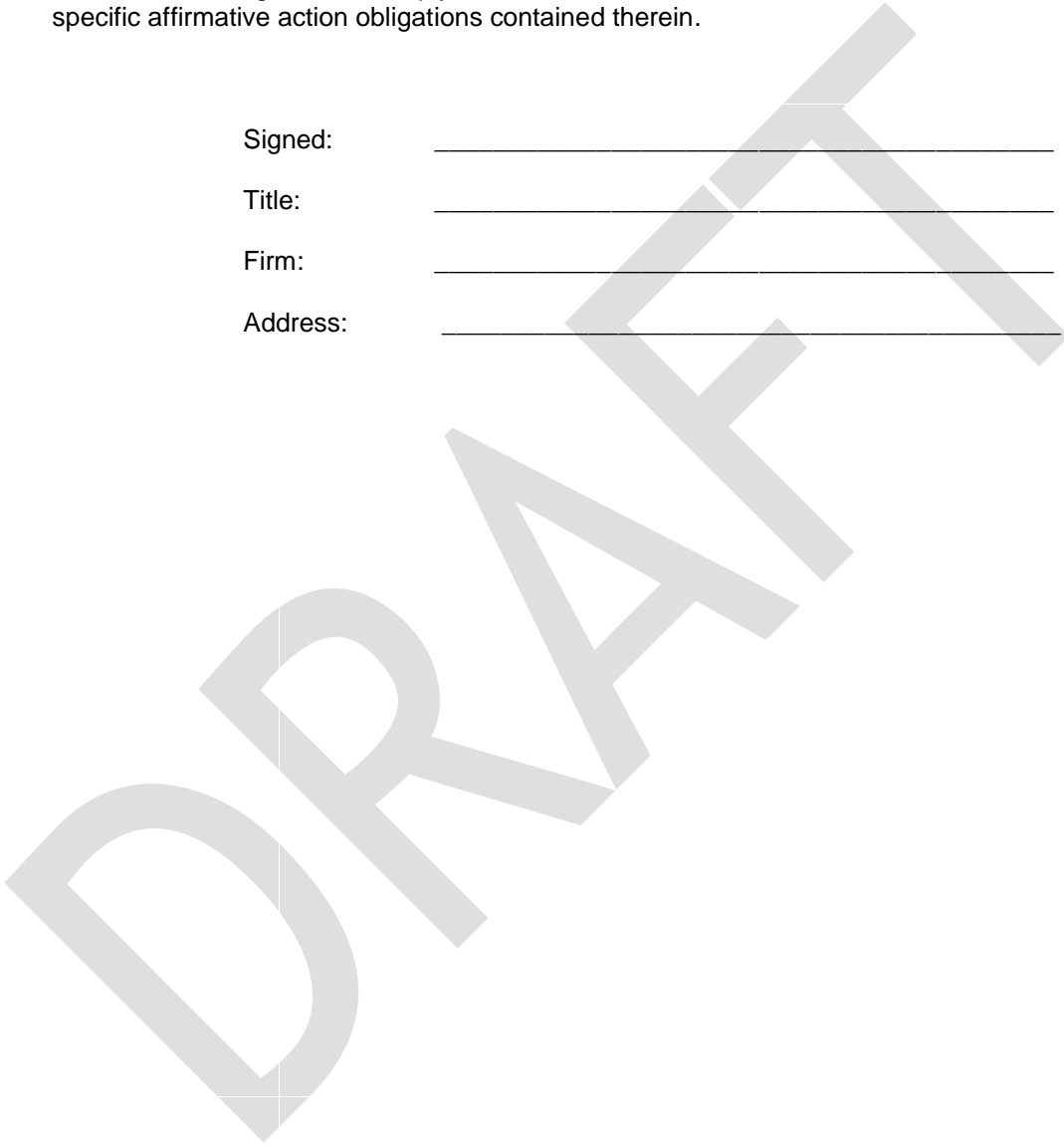
SERVICES	BID AMOUNT
Structural Repairs (includes damaged piles; install rebar; pour concrete footer; install 8-inch steel pipe; weld bearing plate on top of proposed pile for connection & support of existing structure; install cross bracing on new piles; pour a concrete collar around other marked, existing piles, etc.)	
Electrical Repairs (Replace existing wiring and conduit under the existing structure; re-route existing wiring serving the lift station; conduit match, etc.)	
Plumbing Repairs (Replace existing water service exterior piping, fittings, fittings and fixtures with insulation, etc.)	
HVAC Repairs (Re-establish service to the building and protect service infrastructure from the elements, etc.)	
Miscellaneous Repairs (Install insulation to the bottom of the structure; repair exterior of building to retard pests; remove existing cooler facility; re-grade existing grading under the structure; install & maintain silt fencing along perimeter, etc.)	
TOTAL BID AMOUNT	

DRAFT

**ATTACHMENT 6
EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT**

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: _____
Title: _____
Firm: _____
Address: _____



ATTACHMENT 7

NON-COLLUSION AFFIDAVIT

The undersigned being first duly sworn as provided by law, deposes and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with the Board of County Commissioners, Wakulla County, Florida and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Proposal.
2. The undersigned is authorized to make this Affidavit on behalf of,

(Name of Corporation, Partnership, Individual, etc.)
a , _____ formed under the laws of _____
(Type of Business) (State or Province)
of which he is . _____
(Sole partner, president, etc.)
3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Wakulla County, Florida is directly interested therein.
4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

AFFIANT'S NAME

AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this ____ day of 20__.

Personally Known _____ or Produced Identification _____

Type of Identification _____

Notary Public

(Print, Type or Stamp Commissioned Name of Notary Public)

ATTACHMENT 8

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature

Title

Contractor/Firm

Address

**ATTACHMENT 9
 LOCAL CONTRACTOR CERTIFICATION**

The undersigned, as a duly authorized representative of the contractor listed herein, certifies to the best of his/her knowledge and belief, that the contractor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a) Has had a fixed office or distribution point located in and having a street address within Wakulla County for at least six (6) months immediately prior to the issuance of the request for competitive bids or Invitation to Bid by the County; and
- b) Holds any business license required by the County (please attach copies); and
- c) Employs at least one (1) full time employee, or two (2) part time employees whose primary residence is in Wakulla County, or, if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence is in Wakulla County.

Please complete the following in support of the self-certification and submit copies of your County business licenses.

Business Name:	Phone:
Current Local Address:	Fax:
If the above address has been for less than six months, please provide the prior address:	
Length of time at this address	
Number of Employees and hours worked per week by each:	
Name and Address of owners who reside in Wakulla County and who in total own at least 50% or more of the business. Attach additional sheets as necessary	Percentage of ownership
1.	
2.	

_____ Firm does not currently hold a local contractor certification license.

 Signature of Authorized Representative _____ Date

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__.

By _____, of _____,
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

a _____ corporation, on behalf of the corporation. He/she is personally
(State or place of incorporation)

known to me _____ or has produced _____ as
 identification. (type of identification)

 Notary Public
 (Print, Type or Stamp Commissioned Name of Notary Public)

ATTACHMENT 10

DRUG FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more response which are equal with respect to quality, and service are received by the County or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 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, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under this solicitation a copy of the statement specified in subsection (1) above.
- 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 this solicitation, the employee will abide by the terms of the statement and will notify the employee 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 work place 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.

VENDOR _____ TITLE _____

AUTHORIZED SIGNATURE _____ DATE _____

**ATTACHMENT 11
DISCLOSURE STATEMENT
CONFLICT OF INTEREST DISCLOSURE**

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their proposals whether any officer, director, employee or agent is also an officer or an employee of the Wakulla County Board of County Commissioners. All firms must disclose the name of any county officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of the Board, or other person, who has received or will receive compensation of any kind, or who has registered or is required to register under Section 112.3215, Florida Statutes, in seeking to influence the actions of the Board in Connection with this procurement.

Names of Officer, Director, Employee or Agent that is also an Officer or Employee of Wakulla County:

Name of an State Officer or Employee that owns 5% or more in Respondent's firm:

Name

Company

Date

ATTACHMENT 12

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to quality and service are received by the County or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied contractors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 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 employees 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 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 the following:

(Check one and sign in the space provided.)

_____ This firm complies fully with the above requirements.

_____ This firm does not have a drug free work place program at this time.

CONTRACTOR'S SIGNATURE

TITLE

**ATTACHMENT 14
QUOTE (or BID) BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, as Principal, and _____, as Surety, are hereby held and firmly bound unto the _____, as OWNER in the penal sum of _____ for the payment of which, will and truly be made, we hereby jointly and severally bind ourselves, successors and assigns. Signed this ____ day of _____, 2010. The Condition of the above obligation is such that whereas the principal has submitted to Wakulla County Board of County Commissioners, a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the construction of:

WAKULLA COUNTY WELCOME CENTER.

NOW THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal

Surety

By: _____

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.