



## REQUEST FOR BID

### *External Security Cameras Furnish and Install Services*

#### CONTACT INFORMATION:

Freddy Suarez, MPA, CPPB

Purchasing Director

EMAIL: [fsuarez@clermontfl.org](mailto:fsuarez@clermontfl.org)

Phone: (352) 241-7350

RFB No. **20-017**

ISSUED DATE: *January 27, 2020*

**RESPONSE DUE DATE:** **February 27, 2020 at 2:00 P.M. (EST)**

**PRE-BID CONFERENCE:** **February 11, 2020 at 10:00 A.M.**

DEADLINE FOR WRITTEN QUESTIONS: **February 19, 2020 at 3:00 P.M.** and must be submitted through BidSync.

**SOLICITATION RESPONSE:** Sealed responses will be received until the response due date specified above or as otherwise amended. No late responses will be accepted.

Responses may be submitted electronically through [www.bidsync.com](http://www.bidsync.com) or may be delivered to:  
City of Clermont Purchasing Department, 685 West Montrose Street, 2<sup>nd</sup> Floor, Clermont, FL 34711.

**OFFER PERIOD:** All responses shall remain firm for a period of **Ninety (90)** calendar days from the response due date specified above or as otherwise amended.

The following documents, if indicated below, must be completed and submitted with response.

	SECTION A Response Procedures		SECTION B Statement of Work	<b>X</b>	SECTION C Price Schedule
	SECTION D Evaluation Process		SECTION E Terms and Conditions	<b>X</b>	SECTION F Conflict of Interest
<b>X</b>	SECTION G Drug-Free Workplace	<b>X</b>	SECTION H Public Entity Crimes	<b>X</b>	SECTION I Supplemental Questionnaire
<b>X</b>	SECTION J Work References	<b>X</b>	SECTION K Subcontractor Listing		SECTION L Intentionally Omitted
	SECTION M Intentionally Omitted		SECTION N Intentionally Omitted		SECTION O Intentionally Omitted

COMPANY NAME:

PHONE:

MAILING ADDRESS:

NAME OF AUTHORIZED REPRESENTATIVE:

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## **SECTION – A**

### **RESPONSE PROCEDURES**

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#### **1 – PURPOSE**

The purpose of this solicitation is to establish a term contract with a qualified to furnish and install external network security cameras on an as-need basis in accordance with the terms, conditions, and specifications contained herein.

The City of Clermont uses BidSync, a central notification system which provides bid notification services to interested vendors. BidSync allows for vendors to register online and receive notification of new solicitations, addendum and awards. There is no charge to vendors/contractors to register and participate in the solicitation, nor will any fees be charged to the awarded vendor. Vendors with internet access should review the registration options at the following website: <https://prod.bidsync.com/the-city-of-clermont>. If no internet access is available, please contact BidSync vendor support group at 800-990-9339.

#### **2 – PRE-BID CONFERENCE**

**Wednesday, February 11, 2020 at 10:00 A.M.**

All potential respondents are encouraged to attend this non-mandatory pre-bid conference. The meeting will present an opportunity to ask questions and/or seek clarification regarding any and all aspects of this solicitation. The City will provide written responses in the form of addenda to formal and material questions received during this meeting.

Any verbal discussions at the meeting shall not be considered part of the solicitation unless incorporated into the solicitation through the formal written addenda process. Questions asked at the meeting that cannot be adequately answered during the meeting may be deferred until issuance of the addenda. A copy of the questions and the responses will be available to all potential respondents in the form of addenda.

Potential respondents are requested to bring this solicitation document to the pre-bid conference as additional copies may not be available.

#### **Meeting Location:**

City Hall Council Chambers (1<sup>st</sup> Floor)

685 West Montrose Street, Clermont, Florida

Meeting will begin promptly at the time specified above.

#### **3 – QUESTIONS DEADLINE**

To ensure that all prospective respondents have accurately and completely understood the requirements, the City of Clermont – Purchasing Department will accept written

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## SECTION – A RESPONSE PROCEDURES

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questions up until 3:00 P.M. on Wednesday, February 19, 2020. Verbal inquiries will not be accepted and potential respondents are instructed to only seek additional information or clarification or to communicate in writing with the Purchasing Director.

The City of Clermont requires **all** questions relating to this solicitation be entered through the “**Create New Question**” option available on the BidSync website. Responses to questions will be provided online at <https://prod.bidsync.com/the-city-of-clermont>.

- **ALL QUESTIONS MUST BE SUBMITTED PRIOR TO THE DEADLINE.**
- **QUESTIONS WILL NOT BE ANSWERED VIA TELEPHONE OR FAX.**

### **4 – SUBMISSION OF RESPONSE**

#### **(a) Electronic Responses**

Electronic responses may be received through a secure mailbox at BidSync.com until the date and time as indicated in this solicitation. All proposals will be recorded publicly at City Hall, 685 W. Montrose Street, 2<sup>nd</sup> floor conference room number 232, after the due date and time specified in this solicitation or as otherwise amended. It is the sole responsibility of the respondent that the proposal is submitted and received before the deadline as specified in this document. The City of Clermont is not responsible for delays in transmittal or delays caused by any other occurrence. Please allow sufficient time to upload the proposal into BidSync.

#### **(b) Uploading Electronic Documents**

Once the “Place Offer” button has been selected in BidSync, a screen will appear allowing the vendor to enter their response information. There will be an “Upload Attachment” link next to the “Attachments” which is located below the Unit Price box. To upload the attachment, select the “Upload Attachment” link. In the new window that will appear, select the “Browse” button, locate the desired document on hard drive, highlight the document, and select “Open”. In the pop-up Upload Attachment window, the document heading will be shown. Select the “Submit” button to save the uploaded document. The screen will then refresh and the document heading will be shown next to the “Attachments” heading on the Submit Offer page. Once all information is uploaded, click the “Review Response” button at the bottom of the page. A confirmation page will appear where the vendor can review the attachment that have been added to the offer. At the bottom of the confirmation page, vendors can type in their password and click “Confirm & Submit Response”. The offer is then sealed and cannot be viewed by anyone until after the response due date and time.

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## SECTION – A RESPONSE PROCEDURES

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(c) Hardcopy Responses:

Respondents submitting a hardcopy must provide one (1) original response. Responses must be completed in pen (preferably in blue ink) or typewritten. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above and initial. Any illegible entries, penciled or corrections not initialed, will not be tabulated. Responses must be signed in ink or it will not be considered for award.

### **5 – DELIVERY OF RESPONSE**

All hardcopy responses must be received in a sealed envelope or box with the solicitation number, title and company name clearly marked:

**“SOLICITATION NUMBER, SOLICITATION TITLE AND COMPANY NAME”**

Responses will not be accepted by facsimile transmission or electronic mail. Responses submitted early may be withdrawn prior to the deadline by the responder. All responses must remain valid for at least ninety (90) calendar days, and will remain the property of the City.

It is the sole responsibility of the respondent to ensure the timely delivery of the response. The City will not be responsible for the failure of service on the part of the U.S. Postal Service, courier companies, or any other form of delivery chosen by the respondent.

All documents must be delivered or mailed to the following location prior to **2:00 P.M. (EST) on Thursday, February 27, 2020.**

City of Clermont Purchasing Department P.O. Box 120219 Clermont, FL 34712-0219	City of Clermont Purchasing Department 685 W. Montrose Street Clermont, FL 34711-2119
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### **6 – SOLICITATION DEADLINE**

Responses will be publicly opened and read in Conference Room 232, 2<sup>nd</sup> Floor, by the Purchasing Department, 685 W. Montrose Street, Clermont on Thursday, February 27, 2020 at 2:00 P.M. (EST).

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## SECTION – A RESPONSE PROCEDURES

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### **7 – RESPONSE INFORMATION AS PUBLIC DOCUMENTS**

Any and all materials initially submitted or subsequently submitted as part of this solicitation process shall become property of the City and shall be treated as City documents subject to typical practice and/or applicable laws for public records. Otherwise, the City will not distinguish or treat any material received as confidential, proprietary, and/or a trade secret, unless specifically designated as such by the respondent. Furthermore, by submitting a response, the respondent agrees to hold the City harmless for any public use or dissemination of all information submitted through this process.

### **8 – TIMETABLE**

The following dates are set forth for information and planning purposes; however the City reserves the right to change the dates as needed. Respondents are advised to closely monitor any potential date changes through the City's web based partner BidSync at [www.bidsync.com](http://www.bidsync.com). (Please note that there is no charge or fee involved for respondents to register and utilize BidSync).

Task	Date
Solicitation Issued Date	January 27, 2020
Newspaper Advertisement	January 30, 2020
Pre-Bid Conference	February 11, 2020 at 10:00 A.M.
Questions Deadline	February 19, 2020 at 3:00 P.M.
Release of Addenda	T.B.D.
<b>Response Due Date (Deadline)</b>	February 27, 2020 at 2:00 P.M. (EST)

### **9 – RESTRICTION OF COMMUNICATION**

Respondents are strongly cautioned that inappropriate efforts to lobby or influence individuals or organizations involved in this selection process may result in dismissal from further consideration.

### **10 – RESERVATION OF RIGHTS TO THE CITY**

The issuance of this solicitation and the acceptance of responses do not constitute an agreement by the City that it will enter into a contract with a respondent for this project.

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## SECTION – A

### RESPONSE PROCEDURES

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The City reserves the right to extend the response due date, request additional information from any and all respondents, reject any and all responses, cancel the project, and/or re-advertise the solicitation. The City reserves the right to disqualify any respondent at the sole discretion of the City.

By submitting a response and subsequent information, the respondents waive the right to object to the exercise of the City's right to disqualify a respondent and/or a response, either now or in the future.

#### **11 – RESPONSE EXPENSES**

All costs associated with the preparation to this response shall be the sole responsibility of the respondent, including but not limited to document preparation, and any and all travel expenses.

#### **12 – INSURANCE REQUIREMENTS**

The selected respondent(s) shall be required to provide proof of insurance within five (5) business days of request, in the amounts indicated below.

All suppliers performing work on City property or public right-of-way shall provide the City a certificate of insurance evidencing the coverage and coverage provisions identified herein. Respondents shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion may require a certified copy of the policy.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

<b>XX</b>	1. General Liability with limits of liability \$1,000,000 per occurrence for bodily injury property damage to include Premises/ Operations; Products, Completed Operations and Contractual Liability. <b>Contractual Liability</b> and Contractual Indemnity (Hold harmless endorsement as written in Section-E, Terms and Conditions, No. 35).
<b>XX</b>	2. Automobile Liability - \$1,000,000 each occurrence – owned/non-owned/hired automobiles included.
<b>XX</b>	3. Workers' Compensation and Employer's Liability per the statutory limits of the State of Florida (\$100,000 each accident and \$100,000 each employee with \$500,000 policy limit for disease).
	4. Excess Liability - \$_____. 00 per occurrence to follow the primary coverage.

**SECTION – A**  
**RESPONSE PROCEDURES**

<b>XX</b>	5. The City of Clermont must be named as an Additional Insured with regards to General Liability policies; and it <b>must</b> be stated on the certificate.	
	6. Other insurance as indicated:	
	___ Builders Risk Completed Value	\$_____ .00
	___ Garage Keeper Liability	\$_____ .00
	___ Garage Liability	\$_____ .00
	___ Liquor Liability	\$_____ .00
	___ Fire Legal Liability	\$_____ .00
	___ Pollution Liability	\$_____ .00
	___ Protection and Indemnity	\$_____ .00
	___ Employee Dishonesty Bond	\$_____ .00
	___ Professional Liability / Errors & Omissions	\$_____ .00
	___ Other	\$_____ .00
<b>XX</b>	7. Thirty (30) days written cancellation notice required.	
<b>XX</b>	8. Best's guide rating B+:VI or better, latest edition or as otherwise acceptable to the City.	
<b>XX</b>	9. The certificate must state the solicitation number and title.	

**13 – CONTRACT PERIOD**

This contract shall commence on the first calendar day of the month succeeding approval of the contract by City Council or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the City's Purchasing Department; and shall be contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall remain in effect for thirty-six (36) months, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

Estimated quantities, if stated, are for respondent guidance only and no guarantee is given or implied as to quantities that will be used during the contract period. Estimated quantities are based upon previous needs. Said estimated quantities may be used by the City for the purpose of evaluating the low response meeting the specifications.

**14 – OPTION TO RENEW**

Prior to, or upon completion, of the initial term of this contract, the City shall have the option to renew this contract for three (3) additional twelve (12) month period(s). Prior to

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## **SECTION – A**

### **RESPONSE PROCEDURES**

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completion of each exercised contract term, the City may consider an adjustment to price based on changes on the U.S. Bureau of Statistics, Consumer Price Index (CPI) for the most recent twelve (12) month period (see [http://www.bls.gov/cpi/cpi\\_dr.htm](http://www.bls.gov/cpi/cpi_dr.htm) Current Edition). It is the contractor's responsibility to request in writing any price adjustment under this provision. The contractor's written request for adjustment should be submitted sixty (60) days prior to the anniversary date of the contract. The contractor adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant price index change. If no adjustment request is received from the contractor, the City will assume that the contractor has agreed that the optional term may be exercised without price adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

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

#### **15 – SITE VISIT**

It will be the sole responsibility of the prospective respondent to inspect the City's location(s) prior to submitting a response. Submission of a response will be considered evidence that the respondent is familiar with the existing site conditions, the nature and extent of the work, equipment, materials, and labor required to accomplish the work. No variation in price or conditions shall be permitted based on lack of knowledge of these conditions.

#### **16 – PERMITS AND REGULATIONS**

The respondent shall obtain and pay for all licenses, permits and inspection fees required for this project. Respondent shall comply with all laws, ordinances, regulations, and building code requirements applicable to the work contemplated herein. Successful respondents have the option to apply for permits online. For a complete list of permit types, please visit [www.clermontfl.gov](http://www.clermontfl.gov) and click on Online Permitting on the top, right-hand corner.

#### **17 – TIE RESPONSES**

Should there be a tie between one or more respondents, the tie may be broken and the successful respondent selected by the following criteria presented in order of importance, as determined by the Purchasing Director, shall be awarded the contract or purchase:



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## **SECTION – A RESPONSE PROCEDURES**

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- (1) Quality of the items or services provided if such quality is ascertainable.
- (2) Delivery time if provided in the response by the respondents.
- (3) Preference of businesses with drug-free workplace programs as defined in Section 287.087, Florida Statutes.
- (4) The vendor closest to the City of Clermont City Hall located at 685 Montrose Street, as determined by the Purchasing Director.
- (5) If items 1-4 are not applicable, the tie breaker will be decided by flipping a coin.

### **18 – BID BOND**

Not applicable to this solicitation.

### **19 – PERFORMANCE AND PAYMENT BONDS**

Not applicable to this solicitation.

### **20 – PROTECTION OF PROPERTY**

All existing structures, utilities, services, roads, sidewalks, trees, shrubbery, and property in which the City has an interest shall be protected against damage or interrupted services at all times by the successful respondent during the term of the work. The successful respondent shall be held responsible for repairing or replacing property to the satisfaction of the City which is damaged by the respondent's operation on the property. In the event the successful respondent fails to comply with these requirements, the City reserves the right to secure the required services and charge the costs of such services back to the successful respondent.

### **21 – CLEAN UP**

The successful respondent shall at all times keep the work area, including storage areas, free from accumulation of waste materials. Before completing the work, the contractor shall remove from the premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the City. Upon completing the work, the respondent shall leave the work area in a clean, neat and orderly condition satisfactory to the City.

### **22 – CONDITIONS AFFECTING THE WORK AREA**

The respondent acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to:

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**SECTION – A**  
**RESPONSE PROCEDURES**

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- (a) conditions bearing upon transportation, disposal, handling, and storage of materials;
- (b) the availability of labor, water, electric power, and roads;
- (c) uncertainties of weather or similar physical conditions at the site;
- (d) the conformation and conditions of the ground; and
- (e) the character of equipment and facilities needed preliminary to and during work performance. Any failure of the respondent to take the actions described and acknowledged in this paragraph will not relieve the successful respondent from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the City.

**END OF SECTION – A**

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## **SECTION – B**

### **STATEMENT OF WORK**

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The purpose of this solicitation is to establish a term contract with a qualified company to furnish and install external network security cameras on an as-needed basis. Proposed cameras should have an IP-based enterprise system and operate on a scaled system of installation per camera basis and become operative to an intelligent monitoring system. Fixed positioned cameras are recommended for video surveillance capability of City property.

Successful respondent shall be responsible for all wiring, conduit, pole and pole mounts, electrical box adaptors, power supply, labor, equipment and any other components necessary for complete installation and tie-in to existing monitoring system. Respondent will be responsible for all measurements when determining how much wire, cable, conduit, etc. may be required for the installation of cameras.

All proposed cameras shall be design as vandal resistant, infrared illumination, day/night cameras, for indoor/outdoor use. Infrared hotspots or image blooming should not occur. Cameras shall offer a superior nighttime image rendering of both foreground and background.

Once all cameras have been installed and are operational, it will be the responsibility of the successful respondent to position/focus the cameras to the satisfaction of the City Project Manager to record only images intended for that specific camera to capture. Within forty-five (45) days of installation, if City's Project Manager requires adjustments, the successful respondent shall provide one trip to each location for said adjustments at no additional cost to the City.

#### **1 – TECHNICAL REQUIREMENTS**

- 1.1 The preferred network surveillance cameras are Sony SNC-EM632R and Sony SNC-XM632 or AXIS brand equivalent.
- 1.2 The cameras shall be capable of HD or megapixel resolution with motion detection. Compression technology must include the option to use H.264, MPEG, and JPEG.
- 1.3 Power – The preferred power source shall be Power over Ethernet (PoE system).
- 1.4 Day/Night Visibility – All cameras shall have day/night capability. The main target shall be viewable at all times during the day within 80-feet when at night.
- 1.5 Resolution – The resolution (HD or megapixel) must meet forensic review level quality.

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**SECTION – B**  
**STATEMENT OF WORK**

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- 1.6 Network Protocols – The camera(s) shall incorporate the use of Simple Network Management Protocol) SNMP and any other protocol necessary for connection.

**2 – COMPANY EXPERIENCE**

Indicate the company's number of years of experience in providing the above mentioned services. List similar projects undertaken in the past five (5) years, describe the scope of each project, cost, dates of service and responsibilities.

Project Manager shall have a minimum of five (5) years' experience working on projects of similar scope. The Project Manager must be an employee of the respondent for the last two (2) years.

The information above may be included in a separate page.

**END OF SECTION – B**

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**SECTION – C**  
**PRICE SCHEDULE**

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Provide all license fees, discounts, cost for proposed cameras, peripherals, installation and equipment necessary to perform the work as stated in Section B. All costs associated with on-going maintenance and support (if any) must be identified. All cost should be broken down. Brochures and camera specifications may be inserted in this section

By signing this form, the respondent fully acknowledges that there will be no additional compensation (no overhead, no anticipated profits, etc.) other than the unit price of the items times the number of items authorized, ordered, placed, and accepted by the City.

L.N.	Description	Qty. / Unit	Hourly Rate	Total Price
1	Labor Rate for IP Surveillance Camera Installation	20 / Hour		
2	Labor Rate for IP Camera Repair	20 / Hour		
Total Combined Price				

MSRP Minus \_\_\_\_\_ % when MSRP is available on parts.

City will pay cost plus \_\_\_\_\_ % on camera software licenses.

Include on a separate page the manufacturer, model number, camera description, and unit price of cameras being offered.

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**SECTION – C**  
**PRICE SCHEDULE**

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By signing below, the respondent agrees to all terms, conditions, and specifications as stated in this solicitation, and is acting in an authorized capacity to execute this response. The respondent also certifies that it can and will provide and make available, at a minimum, the items set forth in this solicitation.

Respondent Information and Signature	
Company Name (print): _____	
Street Address: _____	
Mailing Address (if different): _____	
Telephone: _____	Fax: _____
Email: _____	Payment Terms: _____ % _____ days, net _____
FEIN: _____ - _____	Professional. License No.: _____
Signature: _____	Date: _____
Print Name: _____	Title: _____
Does the respondent accept payment using the City's MASTERCARD? <input type="checkbox"/> Yes <input type="checkbox"/> No	

**END OF SECTION – C**

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## **SECTION – D EVALUATION PROCESS**

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### **1 – AWARD**

Award will be made to the selected respondent who submits the lowest total combined price. The City will make an award to a single respondent. In determining where a respondent is responsive and/or awarding the contract, in addition to price, the following shall be considered:

1. The ability, capacity and skill of the respondent to perform the work, including but not limited to, any issue related to performance on prior contracts between the respondent and the City.
2. Company experience (as provided in Section B) and efficiency of the respondent.
3. Whether the respondent can perform the work within the time specified, without delay or interference.
4. The quality of performance of previous contracts.

**END OF SECTION – D**

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## **SECTION – E**

### **TERMS AND CONDITIONS**

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#### **1 – MODIFICATIONS / WITHDRAWALS OF SUBMITTALS**

Prior to the solicitation due date, a respondent may change its response by submitting a new response with a modification letter replacing the original response. The modification letter must be on the company's letter head and signed by an authorized agent of the company. Modifications received after the response due date and time will not be considered. A solicitation may be withdrawn at any time prior to the solicitation due date by issuing a written notice. The written notice must be addressed to and received by the Purchasing Director, prior to the solicitation due date. A solicitation may also be withdrawn after the solicitation due date but before recommendation of award, by submitting a withdrawal letter to the Purchasing Director. The withdrawal letter must be on a company letterhead, signed by an authorized agent of the company, and address the reason(s) for the withdrawal after the solicitation due date. The City may, at its sole discretion, accept or deny any modification or withdrawal request.

#### **2 – RESPONSE POSTPONEMENT / CANCELLATION / REJECTION**

The City may, at its sole discretion, reject any and all, or parts of any and all, responses; re-advertise this solicitation; postpone or cancel, at any time, this response process; or waive any irregularities in the solicitation or in any responses received as a result of this solicitation.

#### **3 – CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders must be approved in writing by the City prior to the work commencing unless the delay in receiving City approval causes threat to the public health, safety or welfare or will result in significant additional cost to the City due to delay. Under any circumstance, work to be performed under the change order shall not begin until all written approvals have been received. Any work completed by the contractor without required written approvals will be the sole responsibility of the contractor, not the City.

#### **4 – ADDENDA**

Any interpretations, corrections, or changes to this solicitation will be made by addenda. Sole issuing authority shall be vested in the City of Clermont Purchasing Department. Addenda will be sent to all who are known to have received a copy of this solicitation. If the addenda contain changes to the specification or solicitation form, prospective respondents shall acknowledge receipt of all addenda or they will be declared non-responsive.

#### **5 – CONFLICTS WITHIN THE SOLICITATION**

Where there appears to be a conflict between documents, the order of precedence shall be as follows:

1. Any agreement or contract resulting from the award of this solicitation (if applicable).
2. Addenda released for this solicitation, with the latest addendum taking precedence.
3. The solicitation.
4. The awardees' response.

It is incumbent upon the vendor to identify such conflicts to the designated purchasing representative prior to the response due date.

#### **6 – MISTAKES**

Respondents are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions, and all other special conditions pertaining to the solicitation. Failure of the respondent to examine all pertinent documents shall not entitle them to any relief from the conditions imposed in the contract. In case of mistakes in extension, the unit price shall govern. Multiplication or addition errors are deemed clerical errors and shall be corrected by the City.

#### **7 – TIE RESPONSES**

The award on tie responses will be decided by the Purchasing Director in accordance with the provisions of the Purchasing Procedures. Please be advised that in accordance with Chapter 287.087, Florida Statutes, regarding tie responses, preference will be given to respondents certifying that they have implemented a drug-free workplace program.



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## **SECTION – E**

### **TERMS AND CONDITIONS**

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#### **8 – PAYMENT TERMS AND DISCOUNT**

Payment will be made by the City after commodities/services have been received, accepted and properly invoiced as indicated in contract and/or purchase order. Invoices must bear the purchase order, contract number, or both when available, and shall be submitted to the ordering department. Payment terms will be considered to be Net-30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified. If a contractor offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice at the office specified.

#### **9 – DELIVERY**

Delivery time shall be calculated in calendar days from the issuance date of purchase order. Unless otherwise stipulated in the contract, delivery time shall be between 9:00 a.m. and 4:00 p.m. Eastern Standard Time, Monday through Friday except City Holidays. However, goods' required for daily consumption, or where the delivery is an emergency, or is overdue, the convenience of the City shall govern. If, in calculating the number of calendar days from the purchase order date, the delivery falls on a Saturday, Sunday, or City Holiday, delivery shall be made no later than the next business day. Unless otherwise specified in the solicitation, all prices shall be F.O.B. Destination. Freight shall be included in the price. Substitution of shipments of any kind will not be accepted. Respondents are expected to furnish the brand quoted in their response once awarded. Any substitute shipment will be returned at the respondent's expense.

#### **10 – INSPECTION & ACCEPTANCE OF TITLE**

Inspection and acceptance will be at destination unless otherwise provided in this solicitation. Title to/or risk of loss, or damage to all items, shall be the responsibility of the successful respondent until acceptance by the buyer/department.

#### **11 – PACKAGING**

Unless otherwise stated in the Special Provisions, Pricing Section or Addenda, deliveries must consist only of new and unused goods and shall be the current standard production model available at the time of the response due date. The goods must be suitably packaged for shipment by common carrier. Each container or multiple units or items shall bear a label, imprint, or other legible markings stating the name of the manufacturer or supplier, purchase order number, and any other markings required by the specifications.

#### **12 – SAMPLES**

Samples or inspection of product, may be requested to determine suitability after the solicitation due date and should be received within seven (7) working days of request. Samples of items, when required, must be furnished free of expense to the City. Samples, if not destroyed, will be returned upon request at the respondent's expense. Respondents will be responsible for the removal of all samples furnished within thirty (30) days after solicitation due date. All samples will be disposed of after thirty (30) days.

#### **13 – QUALITY**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this solicitation shall be new. The items must be new, latest model, of the best quality, and highest grade workmanship.

#### **14 – NON-CONFORMANCE**

Items may be tested for compliance with specifications. Item delivered, not conforming to specifications may be rejected and returned at respondent's expense. These items and items not delivered, as per delivery date in response or purchase order, may be purchased on the open market. Any increase in cost may be charged against the respondent. Any violation may result in respondent's name being removed from the vendor registration list and/or departments being advised not to do business with the respondent.

#### **15 – TAXES**

The City of Clermont is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Successful respondent shall pay all applicable sales, consumer, land use, or other similar taxes required by law. The respondent is responsible for reviewing the pertinent Florida Statutes involving the sales tax and complying with all requirements.

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## **SECTION – E**

### **TERMS AND CONDITIONS**

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#### **16 – CONTINGENCY FEES**

By submitting a response to this solicitation, the respondent certifies that no contingency fees (sometimes known as finder's fee) has been paid to any person or organization other than bona-fide employee working solely for the respondent to secure a contract pursuant to this solicitation. Violation of this policy may result in termination of any resultant contract and/or possible debarment.

#### **17 – OTHER GOVERNMENTAL ENTITIES**

With the consent of the respondent, other governmental entities may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein. Prices shall be F.O.B. delivered to the requesting government entity.

#### **18 – PUBLIC RECORDS**

Florida law provides that municipal records shall at all times be open for personal inspection by any person. Respondents are hereby notified that all information submitted as part of a response to this solicitation will be subject for public inspection upon award in compliance with Chapter 119.01, Florida Statutes. The respondent should not submit any information in response to this solicitation which the respondent considers proprietary or confidential. The submission of any information to the City, in connection with this solicitation, shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt, or confidential, under Chapter 119.01, Florida Statutes.

#### **19 – APPEALS PROCEDURES**

Any prospective respondent may only appeal any determination, decision or recommendation of the Purchasing Director, in accordance herewith. All appeals must be in writing and sent via certified mail or delivered in person to the City Manager within three (3) business days of issuance of such determination, decision or recommendation. The City Manager shall administer the appeal and shall render a decision within seven (7) business days of receiving the appeal. All appeals must set forth the specific reason and facts concerning the dispute. Any appeal based exclusively on disagreement with the technical judgment of evaluators is subject to summary rejection unless there is clear and convincing evidence of arbitrary or capricious action in that regard. In the event of a timely appeal, the City shall not proceed further with the solicitation or with the award of bid/contract unless the City Manager, after consultation with the Director of the using department(s) or division(s), forwards to the City Council a written request to award the bid/contract without delay in order to protect the public health, safety or general welfare and City Council approves said request.

#### **20 – RULES, REGULATION, LICENSING REQUIREMENTS**

Respondents are expected to be familiar with and comply with all Federal, State and local laws, ordinances, codes, and regulations that may in any way affect the services offered. Ignorance on the part of the respondent will in no way relieve it from responsibility for compliance.

#### **21 – DEFAULT**

Failure or refusal of a respondent to execute a contract upon award by the City Council, or untimely withdrawal of a response before such award is made and approved, may result in forfeiture of that portion of any surety required as liquidated damages to the City; where surety is not required, such failure may result in a claim for damages by the City and may be grounds for removing the respondent from the City's vendor list.

#### **22 – CONFLICT OF INTEREST**

No contract will be awarded to a respondent who has City officials, officers or employees affiliated with it, unless the respondent has fully complied with current Florida Statutes and City Ordinances related to this issue. All respondents must disclose with their response the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, child) who is also an employee of the City. Further, all respondents must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the respondent or any of its affiliates. Failure to disclose any such affiliation will result in disqualification of the response and prohibition of engaging in any future business with the City.

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## **SECTION – E**

### **TERMS AND CONDITIONS**

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#### **23 – RESPONSIBILITY**

Before submitting responses, each prospective respondent shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will not relieve the successful respondent from any obligation to comply with every detail, provisions, and requirements of the solicitation and resulting contract documents. In addition, failure to make such investigations and examinations will not be accepted as a basis for any claims whatsoever, or any monetary consideration on the part of the respondent.

#### **24 – RELATION OF CITY**

It is the intent of the parties hereto that the successful respondent be legally considered to be an independent respondent and that neither the respondent nor the respondent's employees and agents shall, under any circumstances, be considered employees or agents of the City.

#### **25 – PRIME CONTRACTOR**

The respondent awarded a contract shall act as the prime contractor for all required items and services and shall assume all responsibility for the procurement of such items or services. The contractor shall be considered the sole point of charges and meeting all requirements of this solicitation. All subcontractors will be subject to advance review by the City in regards to competency and security concerns. After the award of the contract, no change in subcontractors will be made without the consent of the City. The contractor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the City may require the contractor to provide any insurance certificates required by the work to be performed.

#### **26 – COLLUSION**

Where two (2) or more related parties each submit a response for the same solicitation, such response shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such responses. Related parties shall mean respondents or the principals thereof which have a direct or indirect ownership interest in another respondent for the same contract or in which a parent company or the principals thereof of one (1) respondent have a direct or indirect ownership interest in another respondent for the same solicitation. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a response for the same materials, supplies, services, or equipment, shall also be presumed to be collusive. Responses found to be collusive shall be rejected. Respondents which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusion may be terminated for default.

#### **27 – PUBLIC ENTITY CRIMES**

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes 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 public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 of the Florida Statutes, for CATEGORY TWO (\$25,000.00) for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a response to this solicitation, the respondent is certifying that it is eligible for award under this solicitation pursuant to Chapter 287.132 and 287.133 Florida Statutes.

#### **28 – ASSIGNMENT**

Successful respondent shall not enter into any sub contract, retain consultants, or assign, transfer, convey, sublet, or otherwise dispose of this contract, or of any or all of its right, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the City. Any unauthorized assignment may constitute a default by the successful respondent.

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## **SECTION – E**

### **TERMS AND CONDITIONS**

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#### **29 – INDEMNIFICATION**

The successful respondent shall be required to agree to indemnify and hold harmless the City and its council, employees, and agents, from and against any and all actions, claims, liabilities, losses and expenses, including but not limited to attorney fees, for personal, economic or bodily injury, wrongful death, loss of or damage to property, in law or in equity, which may arise or be alleged to have arisen from the negligent acts or omissions or other wrongful conduct of the successful consultant, its employees, or agents in connection with the performance of service pursuant to the resultant contract. The successful respondent shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs expended by the City in the defense of such claims and losses, including appeals.

#### **30 – TERMINATION FOR DEFAULT**

If through any cause, the successful respondent fails to fulfill in a timely manner or otherwise violate any of the covenants, agreements, or stipulations material to the contract, the City shall have the right to terminate the services remaining to be performed by giving written notice to the successful respondent of such termination. Termination for default shall become effective upon the date specified in the written notice. In that event, the City shall compensate the successful respondent in accordance with the contract for all services performed by the respondent prior to the termination date, net of any costs incurred by the City as a consequence of the default. The successful respondent shall not be relieved of liability to the City for damages sustained by the City by breach of contract by the respondent. The City may reasonably withhold payments to the successful respondent for the purposes of set off until such time as the exact amount of damages due the City from the successful respondent is determined.

#### **31 – TERMINATION FOR CONVENIENCE**

The City may, for its convenience, terminate the services then remaining to be performed at any time without cause by giving written notice to successful respondent of such termination, which shall become effective thirty (30) days following receipt by respondent of such notice. In that event, all finished or unfinished documents and other materials shall be properly delivered to the City. If the agreement is terminated by the City as provided in this section, the City shall compensate the successful respondent in accordance with the agreement for all services actually performed by the successful respondent and reasonable direct costs of successful respondent for assembling and delivering to City all documents. No compensation shall be due to the successful respondent for any profits that the successful respondent expected to earn on the balance of the agreement. Such payments shall be the total extent of the City's liability to the successful respondent upon a termination as provided for in this section.

#### **32 – TEMINATION FOR UNAPPROPRIATED FUNDS**

The obligation of the City for payment to a contractor is limited to the availability of funds appropriated in a current fiscal period. Continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

#### **33 – FORCE MAJEURE**

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

#### **34 – PAYMENT & PERFORMANCE BONDS**

If a Payment & Performance Bond is required in Section A, the contractor shall, within ten (10) calendar days from Notice of Award, furnish to the City a Payment & Performance Bond payable to the City of Clermont, Florida, in the face amount specified herein as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing bond. The Payment and Performance Bond must be executed by a surety company of recognized standing, licensed to do business in the State of Florida and having a resident agent.

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## **SECTION – E**

### **TERMS AND CONDITIONS**

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#### **35 – LIABILITY, INSURANCE, LICENSES, AND PERMITS**

Where the successful respondent is required to enter or go into City of Clermont property to deliver materials, perform work or services as a result of an award, the respondent will assume the duty, obligation, and expense of obtaining all necessary licenses, permits, and insurance. Successful respondent shall obtain, provide, and maintain during the term of the contract the types and amounts of insurance indicated in Section A “Insurance Requirements”. Insurance shall be maintained with insurers licensed to sell insurance in the State of Florida and have a B+, VI, or higher rating in the latest edition of A.M. Best’s insurance guide. Successful respondent(s) shall name the City of Clermont as an additional insured on all liability policies required as a result of an award. When naming the City of Clermont as an additional insured, the insurance company hereby agrees and endorses the policies, to state that the City will not be liable for the payment of any premiums or assessments. Successful respondent failure to procure or maintain required insurance program shall constitute a material breach of agreement under which City may immediately terminate the award or contract.

All work performed shall comply with applicable County and municipal code requirements, as well as the Florida Building Code. The successful respondent shall be liable for any damages or loss to the City, occasioned by negligence of the respondent, agent, or any person the respondent has designated in the completion of the contract as a result of this solicitation.

#### **36 – LAWS / ORDINANCES**

Respondents are expected to be familiar with and comply with all Federal, State, local and municipal laws, ordinances rules and regulations that may, in any way affect the services offered. Ignorance on the part of the respondent will in no way relieve it from responsibility for compliance.

#### **37 – LITIGATION VENUE**

The contractual parties waive the privilege of venue and agree that all litigation between them in the State courts shall take place in Lake County, Florida and that all litigation between them in the federal courts shall take place in Central Florida.

#### **38 – PATENTS AND ROYALTIES**

The contractor, without exception, shall indemnify, save harmless, and defend the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted or un-patented invention, process, or article manufactured or used in the performance of the contract. If the contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the response prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

#### **39 – RECYCLE CONTENT**

In addressing environmental concerns, the City of Clermont encourages responses containing items with recycled content. When submitting a response containing items with recycled content, the respondent shall provide documentation adequate for the City to verify the recycled content. The city prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the solicitation, the City may give preference to responses containing items manufactured with recycled material or packaging that is able to be recycled.

#### **40 – OSHA**

The respondent warrants that the product supplied to the City of Clermont shall conform in all aspects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended. The failure to comply with this condition will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the respondent.

**END OF SECTION E**

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**SECTION – F**  
**CONFLICT OF INTEREST DISCLOSURE**

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I HEREBY CERTIFY that:

1. I (*printed name*) \_\_\_\_\_ am the  
(*title*) \_\_\_\_\_ and the duly authorized  
representative of the firm of (*Firm Name*) \_\_\_\_\_ whose  
address is \_\_\_\_\_, and that  
I possess the legal authority to make this affidavit on behalf of myself and the firm for  
which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts  
of interest, real or apparent, due to ownership, other clients, contracts, or interests  
associated with this project; and,
3. This proposal is made without prior understanding, agreement, or connection with  
any corporation, firm, or person submitting a proposal for the same services, and is  
in all respects fair and without collusion or fraud.

EXCEPTIONS (List if any):

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

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

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**SECTION – G**  
**DRUG-FREE WORKPLACE**

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The undersigned respondent hereby acknowledges that:

1. \_\_\_\_\_ the respondent has a drug free workplace policy as identified in the company policy attached to this certification.

AND/OR

2. \_\_\_\_\_ the respondent has a drug free workplace policy that is in compliance with Chapter 287.087, Florida Statutes.

AND/OR

3. \_\_\_\_\_ the respondent has a drug free workplace policy that is in compliance with the outline below:

- a) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the respondent's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- b) Establishing a continuing drug-free awareness program to inform its employees about:
  - i. The dangers of drug abuse in the workplace;
  - ii. The respondent's policy of maintaining a drug-free workplace;
  - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (a);
- d) Notifying all employees, in writing, of the statement required by subparagraph (a), that as a condition of employment on a covered contract, the employee shall:
  - i. Abide by the terms of the statement; and
  - ii. Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five (5) days after such conviction.
- e) Notifying the City of Clermont in writing within 10 calendar days after receiving notice under subdivision (d) (ii) above, from an employee or otherwise receiving

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**SECTION – G**  
**DRUG-FREE WORKPLACE**

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actual notice of such conviction. The notice shall include the position title of the employee;

- f) Within 30 calendar days after receiving notice under subparagraph (d) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
  - i. Taking appropriate personnel action against such employee, up to and including termination; or
  - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- g) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (a) through (f).

OR

4. \_\_\_\_\_ the respondent does not currently have a drug free workplace policy but is willing to comply with the requirements as specified in no. 3.

\_\_\_\_\_  
(Respondent's Name)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_



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**SECTION – H**  
**PUBLIC ENTITY CRIMES**

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**SWORN STATEMENT PURSUANT TO 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 \_\_\_\_\_  
(Print name of public entity)  
  
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, any lease for real property, or any contract for the construction or repair of a public building or public work, 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 changes brought by indictment or information after July 1, 1989, as a result of 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 any 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 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.

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**SECTION – H**  
**PUBLIC ENTITY CRIMES**

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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 the 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 the management of the entity, or 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 the 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 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 vendor 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 287.107, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Personally known \_\_\_\_\_

OR produced identification \_\_\_\_\_

Notary Public – State of \_\_\_\_\_

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

(Printed type or stamped Commissioned name of Notary Public)

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**SECTION – I**  
**SUPPLEMENTAL QUESTIONNAIRE**

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Respondent's Name: \_\_\_\_\_

Official Representative: \_\_\_\_\_

Principal Office Address: \_\_\_\_\_

Select one:    \_\_\_\_ Individual                      \_\_\_\_ Partnership                      \_\_\_\_ Corporation

**If a Corporation, answer this:**

When Incorporated: \_\_\_\_\_ In what State: \_\_\_\_\_

President's Name: \_\_\_\_\_ Vice-President's Name: \_\_\_\_\_

Treasurer's Name: \_\_\_\_\_

Members of Board of Directors

\_\_\_\_\_

**If a Partnership, answer this:**

Date of organization: \_\_\_\_\_

General or Limited Partnership\*: \_\_\_\_\_

Name and Address of Each Partner:

NAME / ADDRESS

\_\_\_\_\_ / \_\_\_\_\_

\_\_\_\_\_ / \_\_\_\_\_

\_\_\_\_\_ / \_\_\_\_\_

1. How many years has your organization been in business under the present business name? \_\_\_\_\_
2. Does your organization have current occupational licenses entitling it to do the work/service contemplated in this solicitation?  
Yes ( ) No ( ) If no, please explain:

\_\_\_\_\_

\_\_\_\_\_

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**SECTION – I**  
**SUPPLEMENTAL QUESTIONNAIRE**

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3. Please state license(s) type and number:

\_\_\_\_\_  
Include copies of above license and certificates with response.

4. Have you ever had a contract terminated due to failure to comply with contractual specifications?

Yes ( ) No ( ) If yes, state where and why:

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

5. Person or persons interested in this solicitation have \_\_\_\_ have not \_\_\_\_ been convicted by a Federal, State, County, or Municipal Court of any violation of law, other than traffic violations.

Explain any convictions:

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

6. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

A. List all pending lawsuits:

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

B. List all judgments from lawsuits in the last five (5) years:

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

C. List any criminal violations and/or convictions of the respondent and/or any of its principals:

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

7. **Conflicts of Interest.** The following relationships are the only potential, actual, or perceived conflicts of interest in connection with this proposal: (If none, state same.)

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

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**SECTION – I**  
**SUPPLEMENTAL QUESTIONNAIRE**

---

The respondent understands that information contained in this form will be relied upon by the City in making an award recommendation and such information is warranted by the respondent to be true. The undersigned respondent agrees to furnish such additional information, prior to award recommendation. The respondent further understands that the information contained in this form may be confirmed through a background investigation conducted by the City of Clermont Police Department. By submitting this questionnaire the respondent agrees to cooperate with this investigation, including but not necessarily limited to fingerprinting and providing information for credit check.

**IF INDIVIDUAL:**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**IF PARTNERSHIP:**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
General Partner

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**IF CORPORATION:**

\_\_\_\_\_  
Print Name of Corporation

\_\_\_\_\_  
Print Name of President

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Date

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**SECTION – J**  
**WORK REFERENCES**

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Respondents shall furnish the names, addresses, and telephone numbers of a minimum of four (4) companies or government organizations for which the respondent is currently furnishing or has furnished similar services.

Company Name: \_\_\_\_\_

Address, City, State, Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

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

Type of Service: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address, City, State, Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

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

Type of Service: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address, City, State, Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

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

Type of Service: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address, City, State, Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

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

Type of Service: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

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**SECTION – K**  
**SUBCONTRACTOR LISTING**

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List below the subcontractors to be used in conjunction with this solicitation.

What is the estimated percent of work that the Prime Contractor will self-perform? \_\_\_\_\_%

Company Name, Contact Name, Phone Number, License Number	Description of Work to be Performed or Commodity to be Supplied	Dollar Value of Subcontract
1	Sub/Supplier/In-house (Select One)	

2	Sub/Supplier/In-house (Select One)	

3	Sub/Supplier/In-house (Select One)	

4	Sub/Supplier/In-house (Select One)	

5	Sub/Supplier/In-house (Select One)	

6	Sub/Supplier/In-house (Select One)	

7	Sub/Supplier/In-house (Select One)	