

SUBMIT TO:

**COUNTY OF VOLUSIA
PURCHASING & CONTRACTS
123 W. INDIANA AVE., RM. 302
DELAND, FL 32720-4608**

AN EQUAL OPPORTUNITY EMPLOYER



INVITATION TO BID

www.volusia.org/purchasing

CONTACT PERSON:

Lacey Lassiter..... 386-822-5772
Email:..... llassiter@volusia.org

DELAND: 386-736-5935
DAYTONA BEACH: 386-257-6000
NEW SMYRNA BEACH:..... 386-423-3300

TITLE:

**Fire Protection Sprinkler System, Inspection,
Repairs and Parts**

NUMBER:

20-B-158LL

SUBMITTAL DEADLINE:

**Thursday, October 22,
2020,
at 3:00 p.m., EST**

SEE SECTION 2.5, DELIVERY OF BIDS FOR SUBMITTAL REQUIREMENTS

PRE BID DATE, TIME AND LOCATION:

There will be no pre-bid conference for this solicitation

*SUBMITTALS RECEIVED AFTER
ABOVE DATE AND TIME WILL NOT
BE CONSIDERED*

FIRM'S NAME:

MAILING ADDRESS:

CITY – STATE – ZIP:

E-MAIL ADDRESS:

PHONE NUMBER:

FAX NUMBER:

**The vendor acknowledges that information provided in
this Bid is true and correct and agree to all terms and
conditions contained in this Bid and related Exhibits.**

x _____
Authorized Signature Date

Printed Name

Title

FEDERAL I.D. or SOCIAL SECURITY NUMBER:

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE

CONTENT OF INVITATION/RESPONSE: The contents of this ITB, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested in this invitation to bid shall supersede the requirements of Exhibit I "GENERAL CONDITIONS AND INSTRUCTIONS."

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The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed Bids to furnish **Fire Protection Sprinkler System, Inspection, Repairs and Parts** for the County of Volusia, Florida.

1.0 SCOPE OF WORK

The County of Volusia is seeking a qualified firm to perform quarterly, plus an annual test/inspection of building Fire Protection Sprinkler System (FPSS), per applicable National Fire Protection Association (NFPA) standards, specifically per NFPA 25 as a minimum. The requirements of the local authority having jurisdiction where the FPSS is located shall also apply, as well as, FPSS equipment manufacture's requirements. The inspection shall include the five year obstruction testing as required.

The County currently has 39 facilities (multi systems at some locations) requiring the above-mentioned testing. They are detailed on Attachment A. The County reserves the right to add or delete sites as needed. The bid shall be for an annual price to include the quarterly plus annual test/inspections and five year obstruction test as specified above but shall not include backflow testing.

During FPSS inspection/testing, if any deficiencies are found on the FPSS the Contractor shall immediately report the condition to the building manager or designee and establish a prompt action plan for correcting the condition. If a designated person is not available for reporting the deficiency, the Contractor shall call the Central Services Division at 386-248-1760. The Rules of the Florida State Fire Marshall are applicable to this condition, specifically Rule 69A-46.041.

1.1 Additional Services

In addition to quarterly and annual inspections, the systems may also require repairs on an as-needed basis. Repairs shall not include new installations and/or modifications of existing FPSS systems or other types of fire prevention systems. The vendor shall bid an hourly rate for repair services. This rate shall be inclusive of labor, travel time, and equipment to perform repairs. The vendor shall bid a discount off the list price for replacement parts. This discount shall be clearly stated on the invoice. Vendors shall respond within 2 hours for emergency service calls and within one (1) business day for standard service call.

Vendor is required to call and email the applicable FPSS Project Manager within one business day of any FPSS inspection that does not pass and as five business days to submit a proposal to correct the FPSS violation.

1.2 Backflow Testing

Awarded vendor shall perform backflow testing on fire sprinkler equipment **only**, as required by NFPA codes and authority having jurisdiction (AHJ) at said location(s). Awarded vendor shall be responsible to submit the inspection report to the applicable Project Manager and/or the AHJ, as applicable per code. Backflow testing shall be bid as a separate price from the quarterly and annual inspection price.

Hydrant flow testing shall be performed as required by NFPA codes to include painting of hydrants, as requested by the County at facilities with privately owned hydrants.

1.3 Background Checks

Background checks of Contractor's employees are not required for service at Volusia County. At the Volusia County Corrections facility or the Volusia County Branch Jail, Contractor's employee names shall be provided prior to arrival, driver's license shall be presented at the Control area, and employees will be escorted as "Visitors" throughout the inspection or service call. Escorts will also be provided for services in secure areas of the Daytona Beach International Airport.

1.4 Exhibits

- A. Exhibit I General Conditions**
- B. Exhibit II Insurance**

1.5 Attachments

- A. Attachment A – Price sheet

2.0 SPECIAL CONDITIONS

2.1 Bid Closing Date

Bids must be received by the Volusia County Purchasing and Contracts Office, Room 302, Third Floor, 123 West Indiana Avenue, DeLand, FL, 32720-4608, no later than 3:00 p.m., EST, on **Error! Reference source not found..** Bids received after this time will not be considered.

2.2 Proposed Schedule

9/22/2020Invitation to Bid Available
10/6/2020Last Day to Receive Written Questions
10/20/2020Bid Closing Date

2.3 Point of Contact

All inquiries regarding this solicitation shall be directed to the procurement analyst in charge of this project as listed below:

Lacey Lassiter, Procurement Analyst
Telephone: 386-822-5772
Fax: 386-736-5972
E-mail: *llassiter@volusia.org*

2.4 Questions, Exceptions, and Addenda

It is incumbent upon each Bidder to carefully examine this solicitation's specifications, scope of work/service, terms, and conditions. Questions and exceptions concerning any Section of this Bid shall be directed by letter, facsimile transmission or by e-mail to the Procurement Analyst named above in section 2.3 who shall be the official point of contact for this Bid.

Questions and exceptions shall be submitted no later than fourteen (14) days before the closing date. Thereafter, no further questions or exceptions will be accepted or reviewed by the County and Bidders' right to submit questions or exceptions will terminate and any questions or exceptions not previously made shall be deemed waived. The issuance of a written addendum is the only official method by which interpretation, clarification, or additional information can be given and oral representations will not be binding on the County.

If it becomes necessary for the County to revise any part of this ITB, an addendum will be posted on the County's web site. It is each Bidder's responsibility to check the Volusia County web site for any addenda at www.volusia.org/bidlist. Each Bidder should ensure that they have received all addenda to this ITB before submitting their proposal. In their proposals, Bidders must provide proof of receipt of each addendum by signing and returning each addendum to the County. Failure to provide this proof may cause Bidder's proposal to be rendered non-responsive. Each addendum issued by the County shall become a material part of this solicitation.

2.5 Delivery of Bids

The County is in the process of transitioning to a new e-Bid/RFx software powered by Negometrix, which is a completely free service for all respondents. Bids may be submitted electronically through this online platform, or responses may still be delivered to the County. By using Negometrix, prospective Bidders will be provided with all information regarding this solicitation including addendums and any changes to the project requirements.

Registration with Negometrix is free and is required prior to submitting a bid response electronically. You will be required to register once you click the PARTICIPATE BUTTON in the solicitation file. It is suggested your company register no later than 24 hours in advance of the Bid submission deadline to ensure proper registration. Should your company need assistance with registering, please contact the Negometrix Service Desk by calling (724) 888-5294 or by emailing servicedesk.us@negometrix.com

Once your company is registered with Negometrix, you will be able to submit your bid securely, anytime before the bid deadline, at <https://app.negometrix.com/buyer/970> by clicking the PARTICIPATE BUTTON under the solicitation. Bids submitted on Negometrix will remain locked and inaccessible by County purchasing staff until the current bid deadline.

To be notified of future solicitations, register your company at app.negometrix.com.

If Bids are not being submitted via Negometrix, they shall be sealed and delivered or mailed to (faxes/e-mails will *not* be accepted):

County of Volusia, Florida
Purchasing and Contracts Office, Room 302
123 West Indiana Avenue, 3rd floor
DeLand, Florida 32720-4608

Mark package(s) "**Bid #20-B-158LL, Fire Protection Sprinkler System, Inspection, Repairs and Parts**"

Note: Please ensure that if a third party carrier (Federal Express, UPS, etc.) is used, that the third party is properly instructed to deliver the Bid Submittal **only** to Room 302, in the Purchasing and Contracts Office on the third (3rd) floor at the above address.

Bids mailed to 123 West Indiana Avenue via the United States Postal Service (USPS) are delivered to the Post Office, not to the physical address and, therefore, may not meet the requirements of Section 2.1. To be considered, a Bid must be received and accepted in the Purchasing and Contracts Office before the Bid closing date and time.

2.6 Pre-bid Conference

- A. There will be no pre-bid conference for this solicitation.
- B. In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the County's ADA Coordinator at 386-248-1760 for assistance, at least two (2) business days before any meeting date.

Assisted listening system receivers are available for the hearing impaired, and can be obtained from the Deputy Clerk by contacting the County's ADA Coordinator at 386-248-1760.

Read the full ADA Notice under The American with Disabilities Act (Title II), at www.volusia.org/core/fileparse.php/4175/urlt/ADANotice.pdf.

Read the [County of Volusia Grievance Procedure](#) under The Americans with Disabilities Act (Title II).

2.7 Bid Submittal Form

- A. See *Submittal Requirements* for complete details.
- B. Each Bidder shall submit one (1) COMPLETE electronic copy on a CD or USB drive in PDF format (Excel spreadsheets shall not be recorded in PDF). The electronic copy of the Bid Submittal shall include all submittal requirements as detailed in Section 4.0. Electronic copies shall NOT be password protected. **If submitting via Negometrix, a CD or USB is not required.**

Note the solicitation number and name of company on the CD or USB drive.
Do not send confidential information, proprietary information, or trade secrets.

The Invitation to Bid page and the Bid Submittal Form must be signed by an official authorized to legally bind the Bidder to all Bid provisions. The Bid Submittal Form (Section 5.0) shall be signed by an authorized agent of the firm with documentation, such as a Memorandum of Authority, that the individual is authorized to commit the firm to a contract.

2.8 Definition of Responsive and Responsible for this Bid

Each Bid submittal shall be evaluated for conformance as responsive and responsible using the following criteria:

- A. Proper submittal of ALL documentation as required by this Bid. (Responsive)
- B. The greatest benefits to Volusia County as it pertains to: (Responsible)
 - 1. Total Cost;
 - 2. Delivery;
 - 3. Past Performance. In order to evaluate past performance, all Bidders are required to submit a list of three (3) references / relevant projects completed within the last three (3) years that are the same or similar in magnitude to this ITB. The County of Volusia shall not be listed as a reference;
 - 4. All technical specifications associated with this Bid;
 - 5. Financial Stability: A Dun and Bradstreet report may be used by the County to evaluate Respondent's financial stability. All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.

Bidders are reminded that award may not necessarily be made to the lowest Bid. Rather, award will be made to the lowest responsive, responsible, Bidder whose Bid represents the best overall value to the County when considering all evaluation factors.

2.9 Local Preference Availability

This project is not funded by monies that prohibit the local preference provision and local preference does apply per Exhibit I, General Conditions and Instructions section 10. Local Preference.

2.10 Payment Terms

- A. The County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of Agreement) of the invoice(s) or receipt of all products or services ordered.
- B. Pursuant to Chapter 218, Florida Statutes, the County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date.
- C. The County has the capability of Electronic Funds Transfer (EFT). List any discounts for prompt payment and/or willingness to accept Electronic Funds Transfer (EFT) and the discount to be applied to such payments. Contractors offering prompt payment discounts, for example 1% - net 10, the discount shall be taken if the check issue date is within specified time period from date of invoice.

By submitting a Bid (offer) to the County of Volusia, Florida, the Contractor expressly agrees that, if awarded an Agreement, the County may withhold from any payment monies owed by the Contractor to the County for any legal obligation between the Bidder and the County including, but not limited to, real property taxes, personal property taxes, fees, and commissions.

2.11 Award Term

The County is looking to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the successful Contractor(s) shall be awarded an Agreement for an initial three (3) year term with the option for two (2) subsequent one (1) year renewals. All renewals will be contingent upon mutual written agreement and, when applicable, approval of County Council.

2.12 Price Redeterminations

Once each year during the term of the Contract, including any extension or renewal periods thereof, the Contractor may, but is not obligated to, petition the Director of Purchasing and Contracts for one or more price redeterminations where such price redetermination(s) is/are necessitated by documented increases in the cost of wages, fuel, or materials. Petitions for price redeterminations shall be made within thirty (30) days of the anniversary date of the Contract (i.e., the calendar day and month when the Contract became effective) and only after the Contract has been in effect for at least one year. Any such petition shall be made pursuant to the provisions of this Section 2.12 and only for those price redetermination categories specified herein. Unless otherwise expressly set forth in this Agreement, no other price redeterminations shall be allowed. All price redeterminations, once issued, shall be prospective from the date of approval unless otherwise approved by a duly executed amendment to this Agreement.

- A. *Basis for Price Redeterminations.* The Contractor may petition the Director of Purchasing and Contracts for price redetermination based on the increased costs of wages, fuel, or materials. Price redeterminations will be based solely upon changes in pricing or costs documented by either the Employment Cost Index (ECI) or Producer Price Index (PPI), whichever is applicable, as published by the Bureau of Labor Statistics. The base index number for the ECI will be for the quarter in which the ITB opens. The base index number for the PPI will be for the month the ITB opens. Any subsequent price redeterminations will use the last price redetermination approved for that price redetermination category as the "base index number." The County shall have the right to audit the Contractor's records, including, but not limited to, payroll, materials, and fuel cost records, to verify or otherwise investigate the validity of any price redetermination request.
- B. *Wage Price Redetermination.* When requesting a price redetermination based upon an increase in wage costs, the Contractor shall refer to and utilize the Employment Cost Index, Total Compensation, Private Industry, Index Number and Occupational Group as prepared by the Bureau of Labor Statistics in the U.S. Department of Labor <https://stats.bls.gov/data/>. The base figure will be tied to Installation, maintenance and repair occupations under the heading Service Providing Industries. Wage price redetermination increases shall be granted only

by reason of wage increases associated with the Contractor's employees or subcontractors performing work or services pursuant to the Agreement.

- C. *Minimum Wage Price Redetermination.* If the minimum wage increases during the term of the Agreement, including any renewal or extension period thereunder, the Contractor may petition the Director of Purchasing and Contracts for price redetermination for those job categories where the pay to the Contractor's employee(s) is the current minimum wage. Upon verification of the information provided, the County will grant an increase of exactly the amount of the minimum wage increase (not the percentage increase). The Contractor must increase the pay to the employee(s) by the amount the Contractor has requested, which shall not exceed the amount of the minimum wage increase. The amount paid to the Contractor will be the increase plus any written and documented increase in FICA, Medicare, and Workers' Compensation insurance. The Contractor must supply written documentation of any other increase that is beyond the scope and control of the Contractor. All written documentation must satisfy the reasonable expectations of the Director of Purchasing and Contracts and Internal Auditor.
1. *Example:* Minimum wage increases from \$7.31 to \$7.56 per hour. The Contractor may petition for an increase of \$0.25 per hour to be paid to the affected employee(s) and shall provide written and documented cost increases for FICA, Medicare and Workers' Compensation. The resulting increase in costs shall be incorporated into fees/rates billed to the County.

If the Contractor bills the County at a higher price according to any price redetermination granted by the County, and the Contractor fails to increase the hourly rate paid to the employee for the same period, the Contractor will be considered in Agreement default and the Agreement will be immediately terminated.

- D. *Fuel Price Redetermination.* If/when the price of fuel increases by a minimum of ten (10%) percent, the Contractor may petition the Director of Purchasing and Contracts for a fuel price redetermination. As a condition of petitioning for a fuel price increase, the Contractor shall be required to petition for a fuel price redetermination decrease if/when the price of fuel decreases by a minimum of ten (10%) percent. Failure to make such petition may be grounds for Agreement termination and shall entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior fuel price redetermination increase(s). Fuel price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodities "*Unleaded Gasoline - WPU057104*" or "*#2 diesel fuel - WPU057303*," as such may be applicable to the Contractor's operations in connection with the Contractor's performance of the Agreement.
- E. *Price Redetermination Calculation.* All Price Redeterminations shall be calculated as follows:

Example: Contractor indicated on the Submittal Form that thirty percent (30%) of the cost to provide the product/service is directly attributed to the redetermination category (wages, fuel, or materials).

| | | | |
|------------------------|---|-------|-------------------|
| Current applicable PPI | = | | \$200.50 |
| Base index PPI | = | | - <u>\$179.20</u> |
| PPI increase dollars | = | | \$21.30 |

PPI increase percentage ($\$21.30 \div \$179.20 = .1189$).....11.9%

| | | | |
|--|-------|----------|--------|
| Unit cost of the service is | | \$100.00 | |
| 30% of \$100.00 is directly attributed to the redetermination category | | \$30.00 | |
| $\$30.00 \times 11.9\%$ | = | | \$3.57 |
| New unit price for the product/service is ($\$100 + \3.57) | | \$103.57 | |

- F. *Expiration Upon Failure to Agree to Price Redetermination.* If the County and the Contractor cannot agree to a price redetermination pursuant to the terms and conditions of this Section 2.12, then the Agreement will automatically expire without penalty or further expense to either party after a period of six (6) months following the Contractor's initial request for such price redetermination. Requests for price redeterminations not made in accordance with the provisions of this Section 2.12 shall be deemed null and void and shall not be a valid reason or pretext for expiration or termination of the Agreement. If the Agreement expires pursuant to the terms and conditions of this Section 2.12, the County reserves the right, at no expense, penalty, or consequence to the County, to award any remaining tasks thereunder to the next available most responsive and responsible Contractor.

2.13 Termination

- A. County may terminate this Agreement upon at least thirty (30) days prior written notice to Contractor.
- B. Contractor may terminate this Agreement upon at least thirty (30) days prior written notice to County.
- C. Upon receipt of notice of termination by the County from Contractor or upon delivery of notice of termination from the County to Contractor, Contractor shall:
1. Stop work under the Agreement on the date and to the extent specified in County's Notice of Termination;
 2. Inform County of the extent to which performance is completed;
 3. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the Work or Services under the Agreement as is not terminated and with the prior approval of the County; and,
 4. Assign to the County, in the manner, at the times, and to the extent directed by the County, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated.
- D. For all undisputed outstanding invoices submitted to the County prior to the effective date of the termination and subject to Section 2.11 - Award Term, Section

2.10 - Payment Terms and this Section 2.13 - Termination, the County shall cause payments to be made to Contractor within forty five (45) days of receipt of invoice. Contractor shall invoice the County for any sums Contractor claims to be owed by County under this Agreement for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment and County shall pay any undisputed amount within forty five (45) days.

- E. With the approval of the County and to the extent required by the County, the Contractor shall, upon termination, settle all outstanding liabilities and all claims arising out of such termination. County's approval of such settlements shall be final for all the purposes of a termination under this Section 2.13- Termination. In addition, Contractor shall transfer title and deliver to the County, in the manner, at the times, and to the extent, if any, directed by the County, Deliverables, work-in-progress, reports, models, studies, and other materials produced as a part of, or acquired in connection with the performance of the Work or Services terminated.
- F. If Contractor fails to cure a breach within ten (10) calendar days after receipt of notice from the County of said breach, the County may take over the Work or Services and complete the Work or Services, and the Contractor shall be liable to the County for any increased cost of the Project reasonably incurred by the County to complete the Contractor's unfinished Work or Services. As such, the County may apply unpaid Compensation due and owing to the Contractor prior to the default as a set off against the costs incurred by the County for taking over such Work or Services.
- G. The right of termination provided to the County and the Contractor herein shall be cumulative of all other remedies available at law.
- H. All provisions of this Agreement which impose or contemplate continuing obligations on a party will survive the expiration or termination of this Agreement.

2.14 New Material

Unless otherwise provided for in this specification, the Contractor represents and warrants that the goods, materials, supplies, or components offered to the County under this Agreement are new, not used or reconditioned, and are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer. If the Contractor believes that furnishing used or reconditioned goods, materials, supplies, or components will be in the County's interest, the Contractor shall so notify the County Procurement Analyst in writing no later than ten (10) working days prior to the date set for opening of Bids in accordance with section 2.42. The notice shall include the reasons for the request and any benefits that may accrue if the County authorizes the bidding of used or reconditioned goods, materials, supplies, or components.

2.15 Damages

Due to the nature of the services to be provided and the potential impact to the County for loss, the Contractor cannot disclaim consequential or special damages related to the performance of this Agreement. The Contractor shall be responsible and accountable for

any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or Subcontractors. There are no limitations to this liability.

3.0 DEFINITIONS

As used in this Bid, the following terms shall have the meanings set forth below:

Agreement: Result from this solicitation between the County and the Contractor, which is this Bid, along with any written addenda and other written documents, which are expressly incorporated by reference.

Agreement Administrator: The Director of Purchasing and Contracts or designee shall serve as Agreement Administrator. The Agreement Administrator shall be responsible for addressing any concerns within the scope of the Agreement. Any changes to the resulting Agreement shall be made in writing and authorized by the Director of Purchasing and Contracts.

Bid: A Contractor's offer to the County in response to an invitation to bid (ITB) issued by a purchasing authority.

Bidder: One who submits a response to an invitation to bid (ITB).

Contractor: The person or entity duly authorized, upon award of an invitation to bid (ITB), to have an Agreement with the County to provide the product and/or services set forth herein and incurring liability for the same.

Contractor's Project Manager: The Project Manager has responsibility for administering this Agreement for the successful Bidder(s) and will be designated prior to the issue of the resulting Master Agreement or Purchase Order.

County: Shall mean the County of Volusia (a body corporate and politic and a subdivision of the State of Florida) including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.

County's Project Manager(s): The Project Manager(s) have responsibility for the day-to-day administration of the resulting Agreement for the County and will be designated prior to award of the resulting Master Agreement or Purchase Order.

Day: The word "day" means each calendar day or accumulation of calendar days.

Director: The Director of Purchasing and Contracts for the County of Volusia, Florida.

Master Agreement: The payment vehicle through with the successful Bidder(s) shall be compensated. This Agreement will be issued in accordance with the specifications, terms, and conditions of this Bid document and shall be valid for a specified period of time with a specific dollar value, which shall not be exceeded annually.

Person or Persons: An individual, firm, partnership, corporation, association, executor, administrator, trustee, or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

Preference: The method of the reducing the proposed Bid or quote price by a designated percentage for the sole purpose of determining the lowest price when compared to other prices submitted during a competitive solicitation.

Protest: See process at www.volusia.org/purchasing.

Purchase Order: The County's written document to the Contractor formalizing the proposed transaction, such as a description of item(s)/services, delivery location, payment terms, invoice address and transportation. If there are any conflicts between the Purchase Order and the resulted awarded ITB the terms of the ITB shall prevail.

Subcontractor: A person other than a materialman or laborer who enters into a contract with a Contractor for the performance of any part of the Agreement documents.

Turnkey Solution: A complete solution that is supplied, installed, or purchased in a condition ready for immediate use, occupation, or operation within a specified time frame.

4.0 SUBMITTAL REQUIREMENTS (*Submit in the following order*)

It is not necessary to return every page of this document with the Proposal; return *only* the pages that require signatures or information requested below.

- Completed Invitation to Bid Cover Page** signed by an authorized agent of the firm, as listed on the Florida Department of State, Division of Corporations' Sunbiz report available at www.sunbiz.org (Sunbiz), shall be required. If anyone other than the officers listed on the Sunbiz website will be signing this ITB, a memorandum of authority signed by an officer of the firm allocating authorization shall be required. The memorandum of authority shall be on the firm's letterhead and shall clearly state the name, title and contact information for the individual designated by the firm.
- Required Copies and Electronic Copy on CD or USB drive if not submitting via Negometrix.** (see Section 2.7)
- Provide a Florida Department of State, Division of Corporations' Sunbiz report** available at www.sunbiz.org. If firm is not currently registered to do business within the State of Florida (Sunbiz), proof of registration shall be submitted prior to award.
- Completed Bid Submittal Form** (use attached form Section 5.0).
- References** - List at least three (3) recent references where the proposed services has been provided within the past three (3) years. Use of the attached form (Section 6.0) will aid in evaluation. Unless specifically asked by the County, the County of Volusia shall not be listed as a reference.
- Business Tax Receipt (BTR)**

To be responsive to this solicitation, each Bidder who is currently required to have a Business Tax Receipt (BTR) at the time of submittal shall provide a copy of their current BTR in their response to this solicitation.

There are two exceptions to this Bid submission requirement:

1. If Bidder's business does not have a physical location in Lake, Orange, Osceola, Seminole, or Volusia County, no submission is required, *OR*
2. If Bidder's business type is exempt, submit with proposal a *Proof of Exemption* approved by the Volusia County Revenue Director (see Section 14.0).

For more information and to access *Ch. 114, Article I, Sect. 114-1* of the Volusia County Code of Ordinances, see

https://library.municode.com/fl/volusia_county/codes/code_of_ordinances?nodeId=PTIICOOR_CH114TA_ARTIINGE

- Insurance** - (See Exhibit II) Evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Final forms must contain the correct solicitation and/or project number and Volusia County contact person. Contractor shall provide the required insurance detailed in Exhibit II for the entire Term of the agreement. Regardless of anything submitted as proof of insurance, Contractor shall comply with all requirements of Exhibit II.

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the proposal.

Incorporated and unincorporated firms that qualify for an exemption under the Florida Workers' Compensation law in Chapter 440, Florida Statutes, shall submit an executed *Hold Harmless Agreement* (see Section 16.0) relieving the County of liability in the event they and/or their employees are injured while providing goods and/or services to the County.

- Conflict of Interest Form** (use attached form Section 7.0) All Bidders shall properly complete, have notarized, and include with their Bid Submittal the attached statement disclosing any potential conflict of interest that the Bidder may have due to ownership, other clients, contracts, or interests associated with this project.
- Addenda** issued subsequent to the release of this solicitation must be signed and returned with the firm's Bid. Failure to return signed addenda may be cause for the Bid to be considered non-responsive.
- W-9** Include a completed W-9 form. If the firm is not registered with Volusia County, on-line registration is available at www.volusia.org/purchasing under Vendor Self Service, which links to the registration site and the W-9 form can be accessed through this site as well.
- Certification Affidavit by Local Business (use attached forms 11.0 and 12.0)** All Bidders shall complete, have notarized, and include with their Bid Submittal the attached statement(s) confirming Local Preference Eligibility.
- Drug-Free Work Place form** (use attached form Section 8.0).
- Certification Regarding Debarment – Prime** (use attached form Section 9.0).
- Certification Regarding Debarment – Sub** *if applicable* (use attached form Section 10.0).
- CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES** (use attached form in Section 15.0)

All Bidders shall be prepared to supply a financial statement upon request, preferably a certified audit, but a third party prepared financial statement and the latest D & B report will be accepted.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

5.0 BID SUBMITTAL FORM

TO: County of Volusia, Florida
Office of Director of Purchasing and Contracts
123 W. Indiana Avenue, Room 302
DeLand, FL 32720-4608

The undersigned hereby declare(s) that [firm name] _____
_____ has carefully examined the specifications to furnish Fire Protection **Sprinkler System, Inspection, Repairs and Parts**, for which Bid Submittals were advertised to be received **no later than 3:00 p.m., EST, on Error! Reference source not found.**, and further declares that the firm will furnish the Fire Protection **Sprinkler System, Inspection, Repairs and Parts** according to specifications.

Complete Pricing on Attachment A

The County reserves the right to negotiate with the awarded vendor for additional services similar in nature not known at the time of Bid closing.

Sole Proprietor **Yes** **No** **Total number employees** _____

F.O.B. Destination, freight allowed

The following information is required in order to be granted a price redetermination.

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances and other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is **directly** attributed to the cost of fuel? _____%

Which does the firm use: **Diesel fuel** or **Gasoline?**

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is **directly** attributed to the cost of wages? _____%

Prompt payment discount, if applicable: _____ %, _____ Days; Net 45 Days

Do you accept electronic funds transfer (EFT)? YES NO

Do you offer a discount for electronic funds transfer (EFT)? YES, ____ % NO

The County of Volusia reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as may be deemed to be in the best interest of the County.

I hereby certify that I have read and understand the requirements and terms and conditions of this Invitation to Bid No. 20-B-158LL, "**Fire Protection Sprinkler System, Inspection, Repairs and Parts**", including all exhibits and attachments (as amended) and that I, as the Bidder, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any Agreement(s) and/or other transactions required by award of this ITB.

Further, as attested to by below signature, I will provide the required insurance, per Exhibit II, Insurance, upon notification of recommendation of award.

The vendor acknowledges that information provided in this Bid is true and correct:

x

Authorized Signature

Printed Name

Title

Date

Company Name

Full Address

Telephone

Fax

E-mail Address

Dun & Bradstreet #

Federal I.D. #

6.0 REFERENCES

| | |
|--------------------|--------|
| Agency #1 | |
| Address | |
| City, State, ZIP | |
| Contact Person | |
| E-mail | Phone: |
| Date(s) of Service | |
| Type of Service | |
| Comments: | |
| Agency #2 | |
| Address | |
| City, State, ZIP | |
| Contact Person | |
| E-mail | Phone: |
| Date(s) of Service | |
| Type of Service | |
| Comments: | |
| Agency #3 | |
| Address | |
| City, State, ZIP | |
| Contact Person | |
| E-mail | Phone: |
| Date(s) of Service | |
| Type of Service | |
| Comments: | |

7.0 CONFLICT OF INTEREST FORM

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 Bid Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS to items above (List): _____

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

8.0 DRUG-FREE WORK PLACE

The undersigned firm, in accordance with Florida statute 287.087, hereby certifies that

_____ does:

(Name of Firm)

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 proposed 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 proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Name and Title

Date

Signature

Firm

Street address

City, State, Zip

9.0 CERTIFICATION REGARDING DEBARMENT

**Certification Regarding
Debarment, Suspension,
And Other Responsibility Matters
Primary Covered Transactions
TO BE COMPLETED BY CONTRACTOR**

- A. The prospective primary participant (contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a three (3) year period preceding this bid proposal 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.
 3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (A) (2) of this certification; and
 4. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. 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 bid proposal.

Name and Title

Date

Signature

Firm

Street address

City, State, Zip

10.0 CERTIFICATION REGARDING DEBARMENT (SUB)

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion
TO BE COMPLETED BY ALL SUB-CONTRACTORS**

- A. The prospective participant (sub-contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a three (3) year period preceding this bid proposal 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.
 3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (A) (2) of this certification; and
 4. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

Name and Title

Date

Signature

Firm

Street address

City, State, Zip

11.0 CERTIFICATION AFFIDAVIT BY CONTRACTOR AS LOCAL BUSINESS

This form must be signed and sworn to in the presence of a notary public or other official authorized to administer oaths.

A. This sworn statement is submitted to County of Volusia, FL, Purchasing and Contracts;

By: _____
(Authorized individuals name and title)

For: _____
(Name of Company/Individual submitting sworn statement)

B. Local Preference Eligibility

- 1. Vendor has been in business for a minimum of six (6) months prior to the date of Bids or quote Yes No
- 2. Vendor has proof of local business in the form of a business tax receipt from a local jurisdiction per Volusia County Local Preference ordinance Yes No

I understand that the submission of this form to the contracting officer for Volusia County, Florida, is valid through the end of term of the awarded Agreement. I also understand that failure to notify the County of Volusia of a change in address out of the local area may result in breach of Agreement.

(Signature)

12.0 CERTIFICATION AFFIDAVIT BY SUB CONTRACTOR AS LOCAL BUSINESS

This form must be signed and sworn to in the presence of a notary public or other official authorized to administer oaths.

A. This sworn statement is submitted to County of Volusia, FL, Purchasing and Contracts;

By: _____
(Authorized individuals name and title)

For: _____
(Name of Company/Individual submitting sworn statement)

B. Local Preference Eligibility

- 1. Vendor has been in business for a minimum of six (6) months prior to the date of Bids or quote Yes No
- 2. Vendor has proof of local business in the form of a business tax receipt from a local jurisdiction per Volusia County Local Preference ordinance Yes No

I understand that the submission of this form to the contracting officer for Volusia County, Florida, is valid through the end of term of the awarded Agreement. I also understand that failure to notify the County of Volusia of a change in address out of the local area may result in breach of Agreement.

(Signature)

13.0 NOTIFICATION REGARDING PUBLIC ENTITY CRIME & DISCRIMINATORY VENDOR LIST REQUIREMENTS & DISQUALIFICATION PROVISION

A. Pursuant to Florida Statutory requirements, potential Bidders are notified:

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

287.133(2)(b) A public entity may not accept any Bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any Bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

287.134(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a Bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

287.134(2)(b) A public entity may not accept any Bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any Bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

B. By submitting a proposal, the Bidder represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005).

C. In addition to the foregoing, the Bidder represents and warrants that Bidder, Bidder's subcontractors and Bidder's implementer, if any, is not under investigation for violation of such statutes.

D. Bidder should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

14.0 PROOF OF EXEMPTION



BUSINESS SERVICES REVENUE DIVISION

123 W. INDIANA AVE. • ROOM 103 • DELAND, FL 32720-4602

PHONE: 386-736-5938 • FAX: 386-822-5729

www.volusia.org/revenue

I certify that the business known as (*business name*) _____,
providing _____ services, which is located at (*street address*) _____
_____, (*city*) _____, falls under the business tax exemption described in:

- Florida Statute 205.054
- Florida Statute 205.055
- Florida Statute 205.063
- Florida Statute 205.064
- Florida Statute 205.065
- Florida Statute 205.066

- Florida Statute 205.067
- Florida Statute 205.162
- Florida Statute 205.191
- Florida Statute 205.192
- Florida Statute 205.193
- Florida Statute 205.196

(Authorized Signature)

(Printed Name)

A business that falls under one of the exempt classifications listed above is not required to have a Volusia County Business Tax Receipt.

Revenue Director/Designee
Not valid without signature

15.0 CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority- owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s.215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Respondent: _____

By: _____

(Authorized Signature)

Title: _____

Date: _____

16.0 HOLD HARMLESS AGREEMENT

I, _____, (*print owner's name*), am the owner of _____ (*print company name*), an incorporated / unincorporated business operating in the State of Florida. As such, I am bound by all laws of the state of Florida, including but not limited to those regarding the workers' compensation law.

I hereby affirm that I or [the above-named business] employs fewer than four employees, all of whom are listed below, including myself, and therefore, the business is exempt from the statutory requirement for workers' compensation insurance for its employees. I certify that I will provide the County of Volusia with the name of each new employee together with all required waivers and releases for each prior to any employee being allowed to work to provide services under the contract set forth below. If any such employee is allowed to work without a signed waiver and release, such action will be a material breach of this Agreement. All signed waivers and releases shall be furnished before the commencement of any work by an employee or the undersigned to the County Project Manager or designated county representative.

On _____, 20____, the County of Volusia and I or [the above-named business] entered into a contract for _____ (*please insert name of contract*), (hereinafter "Agreement") which is incorporated by reference herein.

On behalf of myself, my business, and the employees listed below, I and they hereby agree to waive and release any and all workers' compensation claims or liens under Chapter 440, Florida Statutes, against the County of Volusia and its agents, officials and employees, arising from any work or services provided under the Agreement whether or not it shall be alleged or determined that the act was caused by intention, or through negligence or omission of the County of Volusia or its agents, officials and employees or subcontractors.

In the event that a workers' compensation claim or lien is made against the County of Volusia and/or its agents, officials or employees by myself or my employees or agents as a result of any work or services performed under the Agreement, I agree to indemnify, keep and hold harmless the County of Volusia, Florida, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals) arising out of the Agreement with the County of Volusia, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of the County of Volusia or its employees, agents, or subcontractors. I or the above-named business shall pay all charges of attorneys and all costs and other expenses incurred in connection

with the indemnity provided herein, and if any judgment shall be rendered against the County of Volusia in any action indemnified hereby, I or the above-named business shall, at my or its own expense, satisfy and discharge the same. The foregoing is not intended nor should it be construed as, a waiver of sovereign immunity of the COUNTY OF VOLUSIA under Section 768.28, Florida Statutes.

Owner: _____ (print name) _____ (signature)
Employee 1: _____ (print name) _____ (signature)
Employee 2: _____ (print name) _____ (signature)
Employee 3: _____ (print name) _____ (signature)

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me by means of physical presence or online notarization this _____ day of _____, 20____, by _____, who is/are personally known to me **or** who has/have produced _____ as identification.

NOTARY PUBLIC – STATE OF

Type or print name:

Commission No.: _____

Commission Expires: _____

(Seal)