

INVITATION TO NEGOTIATE

for

DESIGN AND INSTALLATION OF
ELECTRICAL POWER PRODUCTION
AT LEON COUNTY SOLID WASTE
MANAGEMENT FACILITY

ITN Number BC-07-28-10-36

BOARD OF COUNTY COMMISSIONERS

LEON COUNTY, FLORIDA

ITN Title: Invitation To Negotiate for Design and Installation of Electrical Power Production at Leon County Solid Waste Management Facility
Proposal Number: BC-07-28-10-36
Opening Date: Wednesday, July 28, 2010 ay 2:00 PM

INVITATION

Leon County, Florida (hereinafter referred to as the "County") is soliciting written replies from qualified vendors interested in participating in competitive negotiations to establish a contract to provide design and installation of electrical power production at its solid waste management facility located at 7550 Apalachee Parkway, Tallahassee, Florida, 32311.

The County intends to execute a contract with the responsive and responsible Vendor whose proposal is recommended by the Evaluation Committee and determined by the Board fo County Commissioners to provide the best value to the County.

CONTRACT

A successful conclusion of negotiations will result in an Agreement between Leon County and the developer, detailing the terms and conditions of the project.

SCOPE OF SERVICES

Details of the desired services, information and items to be furnished by the Vendor are described in Exhibit A, Scope of Services, attached hereto and made a part hereof.

ITN QUESTIONS & ANSWERS

Any technical questions arising from this Invitation to Negotiate must be forwarded, in writing, to the purchasing agent identified below. In order for technical questions to be answered in a timely fashion, technical questions must be received no later than 5:00 PM on Wednesday, July 14, 2010. There is no deadline for contract or administrative questions.

The County's written response to written inquiries submitted timely by interested Vendors will be posted on the Leon County Purchasing Division website, as an addendum under this ITN number. It is the responsibility of all interested vendors to monitor this site for any changing information prior to submitting their reply.

Only written inquiries from interested vendors, which are signed by persons authorized to contractually bind the vendors, will be recognized by the County as duly authorized expressions on behalf of the vendors.

WRITTEN TECHNICAL QUESTIONS should be submitted to:

Wendi Sellers, Contract Manager
2284 Miccosukee Road, Tallahassee, Florida 32308
E-mail: sellersw@leoncountyfl.gov
Telephone number: 850 606-1600
Fax number: 850 606-1601

PROHIBITED COMMUNICATIONS

Any Form of communication, except for written correspondence, shall be prohibited regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

1. Any person or person's representative seeking an award from such competitive solicitation; and
2. Any County Commissioner or Commissioner's staff, or any county employee authorized to act on behalf of the Commission to award a particular contract.

For the purpose of this section, a person's representative shall include, but not be limited to, the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

The prohibited communication shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation.

The provisions of this section shall not apply to oral communications at any public proceeding, including

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pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meetings, presentations made to the Board, and protest hearings. Further, the provisions of this section shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with any employee, County Commissioner, or decision-making board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The provisions of this section shall terminate at the time the Board, or a County department authorized to act on behalf of the Board, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

The penalties for an intentional violation of this article shall be those specified in §125.69(1), Florida Statutes, as amended, and shall be deemed supplemental to the penalties set forth in Section 1-9 of the Code of Laws, Leon County, Florida.

RESERVATIONS

The County reserves the right to reject any and all replies received pursuant to this Invitation to Negotiate, if the County determines such action is in the best interest of the County. The County reserves the right to waive minor irregularities in submitted replies.

PLANHOLDERS

As a convenience to vendors, Leon County has made available via the internet lists of all registered planholders for each bid or request for proposals. The information is available on-line at <http://www.leoncountyfl.gov/Purchasing/Bid.asp> by simply clicking the planholder link to the right of the respective solicitation. A listing of the registered vendors with their telephone and fax numbers is designed to assist vendors in preparation of their responses.

ADDENDA TO SPECIFICATIONS

If any addenda are issued after the initial specifications are released, the County will post the addenda on the Leon County website at <http://www.leoncountyfl.gov/Purchasing/>. For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Division will make a good faith effort to ensure that all registered bidders (those vendors who have been registered as receiving a bid package) receive the documents. It is the responsibility of the vendor prior to submission of any bid to check the above website or contact the Leon County Purchasing Division at (850) 606-1600 to verify any addenda issued. The receipt of all addenda must be acknowledged on the bid response sheet.

HOLD HARMLESS

The Contractor agrees to indemnify and hold harmless the County from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

SUBMISSION OF SEALED REPLY: (DO NOT FAX)

Replies must be submitted in a sealed envelope/package that should be labeled with the number and the opening date and time. Sealed replies will be received until 2:00 PM, local time, on Wednesday, July 28, 2010. Replies received after that time and date will not be considered. Responses to the proposal should be submitted in a sealed envelope/package addressed in the following manner:

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Purchasing Division
2284 Miccosukee Road
Tallahassee, FL 32308

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An **ORIGINAL** and five (5) copies of the Response must be furnished on or before the deadline. Responses will be retained as property of the County. **The ORIGINAL of your reply must be clearly marked "Original" on its face and must contain an original, manual signature of an authorized representative of the responding firm or individual, all other copies may be photocopies.**

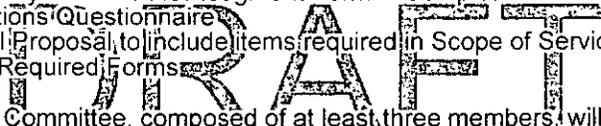
OPENING OF SEALED REPLIES

The sealed replies will be opened by the County's Purchasing Office personnel at 2:01PM, Wednesday, July 28, 2010, in the Purchasing Bid Room, 2284 Miccosukee Road, Tallahassee, Florida. All reply openings are open to the public.

PROPOSED NEGOTIATION PROCESS

The County reserves the right to negotiate concurrently or separately with competing vendors, as set out below. The participating vendors should be cognizant of the fact that the County reserves the right to finalize the negotiation process at any time in the proposed process that the County determines such selection would be in the best interest of the County. Replies should be prepared to provide a straight-forward, concise description of the vendor's ability to meet the requirements and to allow the County to properly evaluate the vendor's reply.

- STEP 1 Interested vendors must submit the following to the "Purchasing Agent" identified on the cover page by the opening date and time referenced above.
1. Leon County "ITN Acknowledgment Form" - Completed and signed
 2. Qualifications Questionnaire
 3. Technical Proposal, to include items required in Scope of Services
 4. All other Required Forms



- STEP 2 The Evaluation Committee, composed of at least three members, will evaluate the replies received timely, with the intention of selecting the most qualified vendors to proceed.

If the County is capable of **ranking** the vendors based on the information received:

- STEP 3 The Evaluation Committee will rank the vendors, in order of preference, and publicly post the ranking, stating the County's intent to negotiate and award a contract to the highest ranked vendor that reaches an acceptable agreement with the County.
- STEP 4 Once public posting of the rankings is accomplished, the Evaluation Committee will undertake negotiations with the first-ranked vendor until an acceptable contract is agreed upon, or it is determined an acceptable agreement cannot be reached with such vendor. If negotiations fail with the first-ranked vendor, negotiations may begin with the second ranked vendor, and so on until there is an agreement on an acceptable contract. The County reserves the option to resume negotiations that were previously suspended. The acceptable negotiated contract will be presented to the Board of County Commissioners for approval and execution.

If the County elects to **short list** the most qualified vendors and conduct concurrent negotiations with all of the short listed vendors:

- STEP 3 The Evaluation Committee will short list the vendors and provide notice to all interested individuals.
- STEP 4 All short listed vendors will each be asked to provide an oral presentation of their firm's capabilities and participate in a question/answer session on the requested services. These meetings will be used to share information, exchange innovative ideas, clarify concepts, and improve understanding about the County's needs, expectations, and the capabilities of each vendor. The Evaluation Committee will participate in all presentations.
- STEP 5 Following presentations by all short listed vendors, the Evaluation Committee will revise the Scope of Services, as necessary, to eliminate unnecessary requirements and incorporate innovative ideas and approaches that the committee believes would benefit the County. All participating vendors will be sent a revised Scope of Services and will be asked to submit a preliminary price proposal.
- STEP 6 Each vendor will be scheduled to meet with the Evaluation Committee to negotiate both the

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vendor's technical and price proposals and discuss any issues or problems.

- STEP 7 The Evaluation Committee will complete a written summary evaluation of each vendor's technical approach, capabilities, and price proposal.
- STEP 8 The Evaluation Committee will review the summary evaluations and price to make a final recommendation or repeat steps 5 through 7 as necessary.
- STEP 9 The Evaluation Committee's recommendation of an acceptable negotiated contract will be presented to the Board of County Commissioners for approval and execution.

EVALUATION CRITERIA

Technical proposals will be evaluated and scored by the members of the Evaluation Committee on the basis of the following considerations:

CRITERIA	MAXIMUM RATING
Proposed Project and Conceptual Design	45
Firm's Experience	25
Firm's Financial Ability to Capitalize Project	25
Local Preference	5
D R A F T TOTAL	100

POSTING

The recommendation of award and contract will be posted as an agenda item on the County website (listed above) on the Thursday preceding the Tuesday meeting of the Board of County Commissioners.

PROTEST

Any bid award recommendation may be challenged on the grounds of irregularities in the specifications, bid procedure, or the evaluation of the bid. Such notice of intent of bid challenge shall be made in writing to the Purchasing Director within 72 hours (excluding weekends and holidays) after receipt of the intended recommendation of award. Challenger shall file a formal written bid challenge within 10 days after the date in which the notice of intent of bid challenge has been submitted. Failure to file a notice of intent of bid challenge or failure to file a formal written bid challenge shall constitute a waiver of all rights granted under this section. The vendor shall be responsible for inquiring as to any and all award recommendation/postings.

Should concerns or discrepancies arise during the bid process, vendors are encouraged to contact the Purchasing Division prior to the scheduled bid opening. Such matters will addressed and/or remedied prior to a bid opening or award whenever practically possible. Vendors are not to contact departments/divisions regarding the vendor complaint.

At the time fixed for the opening of bids, the contents of the Bid Form will be made public for the information of vendors and other interested parties, who may be present either in person or by representatives.

QUALIFICATIONS

Interested vendors must complete and submit the "Qualifications Questionnaire" and provide the Dun & Bradstreet/Open Ratings Report requested in Exhibit C, to show that they have the necessary qualifications and experience in providing design and installation of electrical power production, as specified in the Scope of Services. The replies to the "Qualifications Questionnaire", the information provided in the Dun & Bradstreet/Open Ratings report, and by the vendors in their submittals, will be reviewed and evaluated to determine the best qualified vendors to short-list and proceed to Step 3 of the Proposed Negotiation process.

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AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA

Foreign corporations and foreign limited partnerships must be authorized to do business the State of Florida. Such authorization should be obtained by the sealed reply due date and time, but in any case, must be obtained prior to posting of the intended award of the contract. For authorization, contact:

Florida Department of State
Tallahassee, Florida 32399
(850) 245-6051

LICENSED TO CONDUCT BUSINESS IN THE STATE OF FLORIDA

If the business being provided requires that individuals be licensed by the County of Business and Professional Regulation, such licenses should be obtained by the sealed reply due date and time, but in any case, must be obtained prior to posting of the intended award of the contract. For licensing, contact:

Florida Department of Business and Professional Regulation
Tallahassee, Florida 32399-0797
(850) 487-1395

REVIEW OF FACILITIES AND QUALIFICATIONS

After the sealed reply due date and prior to contract execution, the County reserves the right to perform or have performed, an on-site review of the vendor's facilities and qualifications. This review will serve to verify data and representations submitted by the vendor, and may be used to determine whether the vendor has an adequate, qualified, and experienced staff, and can provide overall management facilities. The review may also serve to verify whether the vendor has financial capability adequate to meet the contract requirements. Should the County determine that the reply has material misrepresentations or that the size or nature of the vendor's facilities or the number of experienced personnel (including technical staff) are not adequate to ensure satisfactory contract performance, the County has the right to reject the reply.

COPYRIGHTED MATERIAL

Copyrighted material will be accepted as part of a sealed reply only if accompanied by a waiver that will allow the County to make paper and electronic copies necessary for the use of County staff and agents. It is noted that copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Therefore, such material will be subject to viewing by the public, but copies of the material will not be provided to the public.

CONFIDENTIAL MATERIAL

The vendor must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "Attachment to Invitation to Negotiate, Number BC-07-28-10-36 - Confidential Material". The vendor must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the vendor asserts to be exempt from public disclosure and placed elsewhere in the reply will be considered waived by the vendor upon submission, effective after opening.

LOCAL PREFERENCE IN PURCHASING AND CONTRACTING

1. Preference in requests for proposals. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures for which a request for proposals is developed with evaluation criteria, a local preference of the total score may be assigned for a local preference, as follows:
 - a) Individuals or firms which have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of five percent.
 - b) Individuals or firms which do not have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of three percent.

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2. Local business definition. For purposes of this section, "local business" shall mean a business which:
 - a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
 - b) Holds any business license required by Leon County, and, if applicable, the City of Tallahassee; and
 - c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.
3. Certification. Any vendor claiming to be a local business as defined, shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements of above. The Local Vendor Certification Form is enclosed. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a "local business."

MINORITY BUSINESS ENTERPRISE PARTICIPATION

The purpose of the Minority and Women-Owned Business Enterprise (MWBE) Program is to effectively communicate Leon County procurement and contracting opportunities; through enhanced business relationships, to end disparity; and to increase participation opportunities for certified minority and women-owned business enterprises in a competitive environment. This program shall:

1. Eliminate any policies and/or procedural barriers that inhibit MBE and WBE participation in our procurement process.
2. Establish targets designed to increase MBE and WBE utilization proportionate to documented under utilization.
3. Provide increased levels of information and assistance available to MBE's and WBEs.
4. Implement mechanisms and procedures for monitoring MBE and WBE compliance by prime contractors.

There are no MBE or WBE targets established for this ITN at this time. The County reserves the right to negotiate minority and women-owned business enterprise participation, as applicable, at any time during the negotiation process.

Each Respondent is strongly encouraged to secure MBE and WBE participation through purchase(s) of those goods or services to be provided by others. Firms responding to this bid are hereby made aware of the County's targets for MBE and WBE utilization. Respondents that require assistance or guidance with these MBE or WBE requirements should contact: Iranetta Burnett, Leon County Minority, Women, and Small Business Enterprise Director, by telephone at (850) 606-1650; fax (850) 606-1651 or by e-mail burnetti@leoncountyfl.gov.

B. Equal Opportunity/Affirmative Action Requirements

The contractors and all subcontractors shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

For federally funded projects, in addition to the above, the contractor shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

In addition to completing the Equal Opportunity Statement, the Respondent shall include a copy of

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any affirmative action or equal opportunity policies in effect at the time of submission.

CONTRACTUAL OBLIGATIONS

The Vendor will be required to ensure that each individual, partnership, firm or corporation that is part of the Vendor team, by subcontract, will be subject to, and comply with, the following contractual requirements:

A. Public Entity Crimes

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 Section 287.017, Florida Statutes, for Category Two (currently \$25,000) for a period of 36 months following the date of being placed on the convicted vendor list. A Public Entity Crimes Statement is enclosed for completion and submission as part of your response.

B. Unauthorized Aliens

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

C. Discrimination

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

D. Insurance

Bidders' attention is directed to the insurance requirements below. Bidders should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. The Insurance Certification Form attached hereto is to be completed and submitted as part of your bid response. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

1. Minimum Limits of Insurance. Contractor shall maintain limits no less than:
 - a. General Liability: \$1,000,000 Combined Single Limit for bodily injury and property damage per occurrence with a \$2,000,000 annual aggregate. Completed operations coverage will be provided for a period of three (3) years beyond termination and/or completion of the project. Coverage must include bodily injury and property damage, including Premise/Operations: a per location aggregate, Broad Form Contractual liability; Broad Form Property Damage; Fire Legal liability; Independent Contractors coverage; Cross Liability & Severability of Interest Clauses; and Personal Injury (deleting employee and contractual exclusions), and coverage for explosion, collapse, and underground (X,C,U).
 - b. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).

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- c. Workers' Compensation and Employers Liability: Workers' Compensation insurance covering all employees and meeting statutory requirements in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.
2. Deductibles and Self-Insured Retentions
Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
3. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:
 - a. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).
 1. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
 2. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
 4. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.
 - b. All Coverages
Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.
4. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
5. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time. Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of the work. These policies described above, and any certificates shall specifically name the County as an additional Insured

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and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the County.

Cancellation clauses for each policy should read as follows: *Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.*

6. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

E. Performance Bond

A Performance Bond in the amount of 100% of the estimated project cost shall be supplied by the successful Contractor at the time of contract execution. Also, a payment and material bond for the contract amount shall be supplied by the Contractor at the same time. **Failure to provide the required Bond(s) within the aforementioned time frame will void the Vendor's proposal and the County will proceed in contracting with the next highest ranked vendor.**

"Performance and Payment and Material Bonds shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida. The performance bond **must** contain a clause stating the following:

In the event of non-performance on the part of the contractor this performance / payment and materials bond can be presented for honor and acceptance at: _____ (address) _____, which is located in Tallahassee, Florida.

Vendors must submit, with their completed, Qualification Questionnaire/Sealed Reply a current letter from a Surety company or Bonding agent authorized to do business in the State of Florida and written on company letterhead, to document the vendor's present ability to obtain a Performance Bond in the amount required above. **Failure by the vendor to provide this letter with their sealed reply will constitute a non-responsive determination for their reply.** Replies found to be non-responsive will not be considered.

F. Audits, Records, And Records Retention

The Contractor agrees:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1& 2 above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

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6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

G. Monitoring

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this contract, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the County; and (3) the termination of this contract for cause.

COSTS INCURRED IN RESPONDING

This Invitation to Negotiate does not commit the County or any other public agency to pay any costs incurred by an individual firm, partnership, or corporation in the submission of a reply or to make necessary studies or designs for the preparation thereof, nor to procure or contract for any articles or services.

AWARD OF THE CONTRACT

The County will execute a written agreement with the awarded Vendor, which will include the final negotiated terms, conditions, specifications, and prices.

ETHICAL BUSINESS PRACTICES

- A. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.
- B. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- C. The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

ATTACHMENTS

- a) Exhibit A, Scope of Services
b) Exhibit B, Topographic Map
c) Exhibit C, Dun & Bradstreet/Open Ratings Report

REQUIRED FORMS

- a) Leon County "Invitation to Negotiate Acknowledgment Form"
b) Qualifications Questionnaire

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- c) Public Entity Crimes Statement
- d) Drug Free Workplace Statement
- e) Certification regarding Debarment and Other Responsibility Matters
- f) Insurance Certification Form

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EXHIBIT A
SCOPE OF SERVICES

Purpose

Leon County is interested in negotiating with a firm or multiple firms for the production of electrical power at its solid waste management facility located at 7550 Apalachee Parkway, Tallahassee, FL 32311. The County owns and operates a landfill at the facility. There are areas of the landfill that are closed and possibly suitable for this project.

A topographic map of the facility, with potentially available space depicted are attached as Exhibit B for informational purposes. The space depicted on the map is available for long term lease. The County will also entertain proposals that would result in a public-private partnership.

Electrical power production may be accomplished by means of a photovoltaic array, mini-wind turbines, landfill gas to energy or other renewable energy alternatives. The electrical power produced could be used by the solid waste facility or sold directly to the electrical utility.

Another possible option might be to enter into a reverse metering arrangement with the electric utility provider. When the power demand of the solid waste management facility exceeds that provided by the project, the facility would purchase power as it does now. When surplus power is produced by the project, the utility would purchase the power at an agreed upon rate.

The electrical power utility in this area of Leon County is Seminole Electric via Talquin Electric Cooperative.

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Scope of Services

The scope of services shall include, but not be limited to, conceptual design at the beginning of negotiations, final design & construction documents once an Agreement has been reached. The developer will also be required to obtain all federal, state and local permits, financial pro forma, materials, labor, services and equipment to produce a fully operational power generating system.

A successful conclusion of negotiations will result in an Agreement between Leon County and the selected developer detailing the terms and conditions of the project.

Response to the Invitation to Negotiate (ITN)

Responses to the ITN shall at a minimum include:

1. A cover letter that states the level of interest in the project and which addresses the following:
 - a. Ownership of the system(s), land lease, etc.
 - b. Operation of the system(s)
 - c. Rights to selling renewable energy credits associated with the project
2. A description of the proposed project and conceptual design
 - a. System components and equipment details
 - b. Layout of installation
 - c. Projected performance of equipment
3. Integration of solar photovoltaic system with other components, if applicable
4. Electrical grid interconnection requirements

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5. The firm's principle employees and partnerships that demonstrate the technical expertise to design, permit and construct the project, including past experience in developing similar projects.

6. The firm's financial ability to capitalize the project.

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EXHIBIT C

DUN & BRADSTREET/OPEN RATINGS REPORT

The Department has chosen Open Ratings (a partner of Dun & Bradstreet) to assist with the evaluation process of this ITN through a report that Open Ratings will generate about your company when you provide them with requested information. The report is called "Past Performance Evaluation" (PPE), and will provide an overall rating on timeliness, problem responsiveness, quality of purchased products or services, total cost, technical support, deliveries/quantities, and attitude of vendor personnel. This report must be submitted with your "Qualifications Questionnaire".

The cost of the PPE report is \$185.

It is mandatory that you order and pay for this report and submit the results with your reply to the "Qualifications Questionnaire" in order to be considered for this contract.

Because this Report takes approximately 35 days to complete, interested vendors are encouraged to submit their request to Open Ratings in a timely fashion.

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Orders must be placed on-line at: <http://www.pperereports.com>

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REQUIRED FORMS SECTION

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INVITATION TO NEGOTIATE ACKNOWLEDGMENT FORM

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

Keith M. Roberts
Purchasing Director

Bob Rackleff
Chairman

I certify that this reply is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for this Invitation to Negotiate and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this negotiation and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the Invitation to Negotiate, including but limited to, certification and licensing requirements. In conducting negotiations with Leon County, respondent offers and agrees that if this negotiation is accepted, the respondent will convey, sell, assign, or transfer to Leon County, Florida all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Leon County. At the County's discretion, such assignment may be made and become effective at the time the County tenders final payment to the respondent.

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

BY

(Authorized Representative's Signature)

(Printed or Typed Name)

(Authorized Representative's Title Typed)

VENDOR NAME

ADDRESS

TELEPHONE

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FAX _____

EMAIL _____

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QUALIFICATIONS QUESTIONNAIRE

Vendor: _____

Submitted by: _____ Signed: _____ Date: _____
Name Printed Signature

1. Please provide the following information about your company:
 - a. Firm name or Joint Venture, business address, office location (if different), and the name and title of the Contact Person for this ITN including mailing address, express mail address (if different), telephone and fax numbers.
 - b. Federal Identification Tax Number or Social Security Number.
 - c. The age of the firm, a brief company history, and average number of employees over the past five years.
2. Describe any other value added services or programs you offer.
3. Submit a current letter from a Surety company or Bonding agent authorized to do business in the State of Florida and written on company letterhead, to document the company's present ability to obtain a Performance Bond in the amount required above. Failure by the vendor to provide this letter with sealed reply will constitute a non-responsive determination. Replies found to be non-responsive will not be considered.
4. Attach Dun & Bradstreet/Open Ratings Report, Exhibit C.

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DRUG FREE WORKPLACE STATEMENT

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

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

As the person authorized to sign the statement, I certify the following:

(Check one and sign in the space provided.)

_____ This firm complies fully with the above requirements.

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

VENDOR'S SIGNATURE

TITLE

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CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
And OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS

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

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Signature

Title

Contractor/Firm

Address

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LOCAL VENDOR CERTIFICATION

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

- a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
- b) Holds any business license required by the County, and, if applicable, the City of Tallahassee; and
- c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

Please complete the following in support of the self-certification and submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name:	Phone:
Current Local Address:	Fax:
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If the above address has been for less than six months, please provide the prior address.	
Length of time at this address	

Signature of Authorized Representative
Date

STATE OF _____

COUNTY OF _____

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

By _____, of _____

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

a _____ corporation, on behalf of the corporation. He/she is personally known to me

(State or place of incorporation)

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or has produced _____ as identification.
(type of identification)

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

Serial Number, if Any

Return Completed form with
supporting documents to:

Leon County Purchasing Division
2284 Miccosukee Road
Tallahassee, Florida 32308

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INSURANCE CERTIFICATION FORM

To indicate that Respondent understands and is able to comply with the required insurance, as stated in the solicitation document, Respondent shall submit this insurances sign-off form, signed by the company Risk Manager or authorized manager with risk authority.

A. Is/are the insurer(s) to be used for all required insurance (except Workers' Compensation) listed by Best with a rating of no less than A:VII?

YES NO

Commercial General Liability: Indicate Best Rating: _____
Indicate Best Financial Classification: _____

Business Auto: Indicate Best Rating: _____
Indicate Best Financial Classification: _____



1. Is the insurer to be used for Workers' Compensation insurance listed by Best with a rating of no less than A:VII?

YES NO

Indicate Best Rating: _____
Indicate Best Financial Classification: _____

If answer is NO, provide name and address of insurer:

2. Is the Respondent able to obtain insurance in the following limits (next page) as required for the services agreement?

YES NO

Insurance will be placed with Florida admitted insurers unless otherwise accepted by Leon County.

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Insurers will have A.M. Best ratings of no less than A:VII unless otherwise accepted by Leon County.

Required Coverage and Limits

The required types and limits of coverage for this bid/request for proposals are contained within the solicitation package. Be sure to carefully review and ascertain that bidder/proposer either has coverage or will place coverage at these or higher levels.

Required Policy Endorsements and Documentation

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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Endorsements to insurance policies will be provided as follows:

Additional insured (Leon County, Florida, its Officers, employees and volunteers) -
General Liability & Automobile Liability

Primary and not contributing coverage-
General Liability & Automobile Liability

Waiver of Subrogation (Leon County, Florida, its officers, employees and volunteers)- General Liability, Automobile Liability, Workers' Compensation and Employer's Liability

Thirty days advance written notice of cancellation to County - General Liability, Automobile Liability, Worker's Compensation & Employer's Liability.

Please mark the appropriate box:

Coverage is in place Coverage will be placed, without exception

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

Name _____
Typed or Printed

Signature _____

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Date _____ Title _____
(Company Risk Manager or Manager with Risk Authority)

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