



Marion County
Board of County Commissioners

Procurement Services

2511 SE Third St.
Ocala, FL 34471
Phone: 352-671-8444
Fax: 352-671-8451

INVITATION FOR INFORMAL QUOTE

Abatement of Junk, Litter and Unserviceable Vehicles (where applicable) Quote Q11-112

Thank you for your interest in doing business with the Marion County Board of County Commissioners. Currently, we are soliciting quotes on behalf of the Marion County Code Enforcement Department for Abatement of Junk, Litter and Unserviceable Vehicles (where applicable). Listed below is some pertinent information regarding this Invitation to Quote:

Due Date:	March 31, 2011 – 4:00PM, at the Marion County Procurement Services Dept., 2511 SE 3rd Street, Ocala, Fl 34471
Pre-Quote (MANDATORY):	March 24, 2011 – 8:30 AM, at the Marion County Procurement Services Dept., 2511 SE 3rd Street, Ocala, Fl 34471
Site Visits/Inspections (MANDATORY): **AT ADDRESS OF FIRST SITE**	March 24, 2011 – AFTER 8:30 AM
Last Date for Questions:	March 28, 2011 – 12:00 PM

Direct any questions, in writing, via fax at 352-671-8451, attention Kelly Zisa. We look forward to working with you.

It is the responsibility of contractors who receive this Solicitation from sources other than Marion County or DemandStar to contact the Procurement Services Department prior to the due date to ensure any updates/addenda are received in order to submit a responsible and responsive offer. Not submitting a complete and accurate document may deem the offer non-responsive and have your bid rejected.

NOTE:

Quotes are informal and may be returned by faxed, mail, or hand-delivery by the DUE DATE listed above. **There is no formal, public opening**, but a tabulation will be available on DemandStar within two (2) working days.

“Meeting Needs by Exceeding Expectations”

INVITATION TO QUOTE
Quote Q11-112
Abatement of Junk, Litter and Unserviceable Vehicles (where applicable)

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PART I – INVITATION TO QUOTE
Abatement of Junk, Litter and Unserviceable Vehicles (where applicable)
Quote Q11-112

1.1 INVITATION TO QUOTE:

Marion County Marion County Procurement Services is requesting quotes for five (6), Abatement of Junk, Litter and Unserviceable Vehicles (where applicable) project(s). When applicable, the County reserves the right to award these projects to one or more vendors. All questions must be submitted in writing by 12:00 PM, on March 28, 2011 to Kelly Zisa, Marion County Procurement Services at fax (352)671-8451. You may mail or hand deliver quotes back to the Marion County Procurement Services Office, 2511 SE 3rd Street, Ocala, FL 34471; or fax quotes to (352)671-8451; all quotes must be received by 4:00PM on March 31, 2011.

A Mandatory Pre-Quote Informational Meeting has been scheduled; the location and date and time are listed on the Invitation's Cover Page. This is a mandatory meeting as pertinent information regarding site(s) may be provided by County Staff during this meeting. The County will not delay the site inspections for vendors therefore; vendors must sign in at each location listed within this document, including the Department, if indicated. Staff will not leave Procurement before 8:30 AM for the first site.

Mandatory site inspections are scheduled to establish an understanding of the work to be performed and to provide an opportunity for Vendors to inspect the actual work site(s). If vendor desires to quote on any site-Vendor must attend both, the Mandatory meeting at Procurement Services and the Mandatory Pre-Quote Private Property site inspection for each site vendor desires to submit quote. Vendor must arrive and sign in at each Private Property Site Inspection(s). Vendor quote(s) will not be accepted, if vendor did not sign in at both mandatory meeting at Procurement Services and at the Mandatory Pre-Quote Private Property Site Inspections(s).

If Vendor chooses not to follow the county staff and take a different route to the site(s), the County will not be held responsible for lost vendors/ incorrect information, etc. It will be the Vendor's responsibility to verify site address and route information. The County will not be held responsible for lost and/or late Vendors under any circumstance.

1.2 REQUIRED QUOTE FORMS AND DOCUMENTS

§119.01, F.S., the Public Records Law. Florida law provides that municipal records shall at all times be open for personal inspection by any person. Information and materials received by the County in connection with any solicitation response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or ten (10) days after opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in §119.01, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The County's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the County and the County's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the County's treatment of records as public records.

The following documents and forms must accompany each quote or alternate quote submitted. Items marked with an asterisk (*) are included with this quote package. A copy of these required documents must be presented to Marion County Procurement Services Department with vendor's quote. A quote package returned without these documents may deem the offer non-responsive. Marion County reserves the right to request additional information from any vendor prior to award:

- *Invitation To Quote Certification and Addenda Acknowledgment – must be signed, together with all applicable documents attached hereto:

- *Drug Free Workplace Certificate – A sworn, notarized Drug Free Workplace Certificate must accompany each offer or alternate offer. (**Inability or refusal to sign this document will deem your offer non-responsive per County Ordinance 03-21**).
- *Disclosure of Subcontractors and Supplier - Quotes must include a list of sub-contractors to be utilized for this project. The County reserves the right to accept or reject any sub-contractor based on past performance, location, or any other grounds that may conflict with the best interests of Marion County Board of County Commissioners.
- *References - A minimum of three (3) references for similar projects shall be included. References must include, contact name, agency or firm name, name of project, phone and fax number and address of project location. Award of quote will be based in part on the outcome of the reference check. Marion County reserves the right to award in the best interest of the County.
- Proof of registration with the Marion County Building Department – *for projects which will require County permitting only.*
- **Certificate of Insurability:** The (Other Party) shall provide a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least B+, showing the "Marion County Board of County Commissioners" as an Additional Insured. The Procurement Services Director should be shown as the Certificate Holder, and the Certificate should provide for 30 day cancellation notice to that address, and the County shall be notified if any of the policy limits has eroded below one half its annual aggregate. ***The submittal shall contain proof of insurability for the required insurance(s) including, but not limited to:***
 - Workers Compensation Insurance** for all employees of the vendor as required by Florida Statute 440, and Employer's Liability limits of not less than \$1,000,000.00 per accident.
 - Commercial General Liability Insurance** on a comprehensive basis in an amount not less than \$1,000,000.00 per occurrence, and \$2,000,000.00 annual aggregate, the County of Marion must be shown as an additional insured.
 - Business Auto Liability** shall be provided by the CONSULTANT with combined single limits of not less than \$1,000,000 per occurrence and is to include bodily injury and property damage liability arising out of operation, maintenance or use of any auto, including owned, non-owned and hired automobiles.

Questions with regard to reduction in limits or exemption for these limits must be submitted to Procurement Services, on or before the Last Day for Questions as indicated on the Solicitation's Cover Page. Such requests must be justified, with suggested limits addressed for each insurance type. Requests will be reviewed, and are subject to approval in accordance with Marion County's Risk and Benefit Services policies and guidelines. Any modifications to the above stated limits will automatically reduce the contract term to one (1) year, with any remaining possible renewal options reviewed on an annual basis, and subject to the Risk and Benefit Services Manager, County Administrator or Board of County Commission Chairman, and County Attorney's approval.

1.3 LICENSES:

The contractor and all subcontractors must be licensed and registered as applicable in Marion County, the City of Ocala, and the State of Florida, to perform the work required by this Project, and must be in good standing with Marion County Code Enforcement, Marion County Building Department, and the Marion County Procurement Services Department

- **Professional License(s):** as required by Marion County, the City of Ocala, and/or the State of Florida (Florida Department of Business and Professional Regulation: (850) 487-1395) – if required, a copy must be submitted with quote documents.
- **Other License(s):** It will also be the vendor's responsibility to determine which type of additional license(s) is required, if applicable. Upon recommendation of award, the successful vendor will be required to obtain any additional license as required by the State of Florida, Marion County and/or the City of Ocala and present a copy of such license to the Marion County Procurement Services Department. It will be the vendor's responsibility to determine through these organizations, which type of additional license(s) may be required.

PART II – SCOPE OF SERVICES / SPECIFICATIONS
Abatement of Junk, Litter and Unserviceable Vehicles (where applicable)
Quote Q11-112

2. ACTIONS REQUIRED:

- 2.1 In order to submit a quote on a project(s), Vendor must attend both the mandatory meeting at Procurement and the mandatory pre-quote private property site inspection(s) at the actual site address, for each project Vendor intends to submit a quote.
 - 2.1.a. Vendor shall follow County Staff to the site(s) from the scheduled, mandatory, pre-quote meeting at Marion County Procurement Services Department, 2511 SE 3rd Street, Ocala, FL 34471 – and from Procurement, Staff and convoy will proceed to the first mandatory pre-quote private property site inspection. Staff will not depart FROM Procurement before 8:30 AM. This advertised solicitation provides the cases for this project – see paragraph 2.13.
 - 2.1.b. If Vendor chooses not to follow Staff to site(s), it will be Vendor’s responsibility to find the site(s) and be “present” and ready to sign in, prior to the completion of the property inspection. The County will not be responsible for, nor will the County delay the inspection process for lost and/or late arriving vendors.
 - 2.1.c. At Marion County Procurement Services and at each mandatory pre-quote private property site inspection, Vendors are required to sign in. Only Vendor(s) at the site prior to the completion of the property inspection will be allowed to sign in. Once the inspection is completed – no additional vendors will be added to the site “present” checklist and allowed to sign in.
- 2.2. Upon award and once Vendor receives Purchase Order (Notice to Proceed) from the COUNTY, Vendor is ready to initiate the start process. Vendor must first contact Marion County Code Enforcement at (352) 671-8900 for a review of Vendor required actions. However, all project work must be completed within thirty (30) calendar days of receipt of the Purchase Order notwithstanding any delays accepted by the COUNTY. Failure to comply may result in a delay or refusal of payment by the COUNTY.
- 2.3. During the on-site private property inspection, Vendor is to obtain all available information. For any information required on permit application(s) Vendor wasn’t able to obtain, Vendor may propose when submitting application and report the actual information when/as the work is completed. It is Vendor’s responsibility to determine if additional permitting is required, and to apply for and obtain proper permit(s) prior to commencing project work.
- 2.4. Vendor contact Marion County Code Enforcement at (352) 671-8900, giving advance notice of a minimum of 24 business hours, which provides the time the department needs to arrange for a COUNTY Representative from Code Enforcement to be on-site and present prior to the start of the actual project work.
- 2.5. Vendor must remove all junk, litter and all vehicles identified by County Staff as unserviceable, when applicable – Vendor shall have exclusive salvage rights. Contractor can also charge the owner for the vehicle storage, mileage, Etc.
- 2.6. All work must be performed in accordance with specifications submitted and must comply with all Federal, State, Local and Water Management District, codes, laws, ordinances, statutes, etc. – including the proper process for disposing of unserviceable vehicles according to Florida State Statute. Failure to comply may result in a delay or refusal of payment by the COUNTY. Failure to adhere as instructed could ultimately result in loss of award, disqualification as a vendor on COUNTY projects, suspension, and/or debarment – Vendor would also be responsible for and subject to any resulting fines, penalties, etc. imposed by any governing State, Federal, Local and/or Water Management District, code, law, ordinance, statute, etc.
- 2.7. Once Vendor perceives completion of the work, Vendor must immediately contact Jeff Ball/Marion County Code Enforcement at (352) 671-8901 so a representative of Code Enforcement can inspect the site. If the condition of the site is unsatisfactory, the Code Enforcement Representative will contact the Vendor to arrange a meeting at the site. If the site is satisfactory, the Code Enforcement Representative will contact the Vendor informing them that they can submit their invoice for payment to Code Enforcement. Vendor will not be paid until the COUNTY REPRESENTATIVE validates completion of the work.

2.8. Additional Charges: Vendors are responsible for submitting estimates that truly reflect the work to be performed. Requests for change orders are subject to denial by the County unless justifiable unforeseen conditions exist. Vendors may charge the County up to \$200.00 per hour delay of job fee for any project that is delayed due to negligence on the part of the County or delays due to the property owner or representative. No delay of job fee will be paid for scheduling conflicts, weather, civil unrest or other conditions beyond the County's control.

2.9. Contract: The quote specifications, any instructions provided at on-site inspection(s), quote documents and the subsequent Purchase Order shall constitute a contract for this particular job(s). Once you receive a Purchase Order from the County you may follow the procedure outlined above to initiate the start process. You must contact Marion County Code Enforcement as outlined above in "Actions Required". A COUNTY REPRESENTATIVE from Code Enforcement must be on-site and present prior to the start of the abatement of junk and litter and removal of unserviceable vehicles. It is the Vendor's responsibility to make the arrangements for the representative to be at the site prior to starting the actual demolition. All projects awarded are to be completed within thirty (30) calendar days of the receipt of the purchase order notwithstanding any delay stated above or if otherwise stated within this document. Failure to do either or both of these requirements may result in a delay or refusal of payment by the County.

Vendors accepting payment by the County's p-card (Visa) may not require the County (Cardholder) to pay a separate or additional convenience fee, surcharge or any part of any contemporaneous finance charge in connection with a Transaction. Such charges are allowable, however must be included in the total cost of the quote/bid.

Upon notice of recommendation of award, vendor will be required to submit a W-9 form prior to recommendation of award to the Board of County Commissioners.

2.10. Damage: All items damaged, as a result of the Contractor's or his subcontractors' operations, such as sidewalks, seating, bleachers, curbs, pipes, drains, water mains, pavement, items of landscaping, etc. shall be either repaired or replaced by the contractor, at his expense, in a manner prescribed by the County's representative.

2.11 Marion County Procurement Services is requesting quotes for the following Abatement of Junk, Litter and Unserviceable Vehicles (where applicable) projects. Case list:

2.11.1.

Code Enforcement Case#: 552120JB **ABATEMENT OF JUNK, LITTER & UNSERVICEABLE VEHICLES**
Project Estimated Cost: \$3,500.00 **Parcel Identification Number:** 1000-012-022
Property Owner of Record: Wilson Aldajuste
Property Address: NE 143rd Court, Fort McCoy, FL 32134 **Marion County, FL**
Directions: East on Hwy 40, turn left on Hwy 315, East on Hwy 316, turn left on NE 142nd Court, turn right on NE 157th Pl, turn left on NE 143rd Ct, property on right hand side

2.11.2.

Code Enforcement Case#: 555849JB **ABATEMENT OF JUNK, LITTER & UNSERVICEABLE VEHICLES**
Project Estimated Cost: \$900.00 **Parcel Identification Number:** 1743-001-012
Property Owner of Record: Dortha Hollinger
Property Address: 17601 SW 40th St., Dunnellon, FL 34432 **Marion County, FL**
Directions: Hwy 40 west, turn right on SW 181st Ct., turn right on SW 43rd Pl., turn left on SW 177th Ct., turn right on SW 40th St., address on left hand side.

2.11.3.

Code Enforcement Case#: 549954JB **ABATEMENT OF JUNK, LITTER & UNSERVICEABLE VEHICLES**
Project Estimated Cost: \$500.00 **Parcel Identification Number:** 4491-008-003
Property Owner of Record: Douglas Merkel
Property Address: 1610 SE 178th St., Ocala, FL 34481 **Marion County, FL**
Directions: West on 484 from Belleview turn left on 475, turn left on SE 178th St, property on right hand side.

2.11.4.

Code Enforcement Case#: 549422JB ABATEMENT OF JUNK, LITTER & UNSERVICEABLE VEHICLES
Project Estimated Cost: \$1,000.00 **Parcel Identification Number:** 4551-016-067
Property Owner of Record: Joseph Mundy
Property Address: 10340 SE 131st Ln., Ocklawaha, FL 32179 **Marion County, FL**
Directions: C25 east from Belleview, turn right on SE 100th Ave, turn left on SE 132nd Pl., turn left on SE 105th Ct., turn left on SE 131st Ln., address on left hand side.

2.11.5.

Code Enforcement Case#: 556533JB ABATEMENT OF JUNK, LITTER & UNSERVICEABLE VEHICLES
Project Estimated Cost: \$850.00 **Parcel Identification Number:** 16560-049-00
Property Owner of Record: Ronald Decker C/O Kilce Mullins
Property Address: 16620 NE 57th Pl., Silver Springs, FL 34488 **Marion County, FL**
Directions: Hwy 40 east, turn left on 314A, turn right on NE 165th Terr., follow to left, then turn right on NE 57th Pl., property on right hand side almost to end of street

MARION COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, reserves the right to reject any and/or all quotes/bids, reserves the right to waive any informalities or irregularities in the quote/bid or examination process, reserves the right to select low quote per item and reserves the right to award quotes/bids and/or contracts to one or more vendors and in the best interest of the County.

PART III – SUBMITTAL DOCUMENTS

SUBMIT TO: Marion County BCC Procurement Services Department 2511 SE 3rd Street, Ocala, Fl 34471 (352) 671-8444		MARION COUNTY INVITATION TO QUOTE (ITQ) CERTIFICATION and ADDENDA ACKNOWLEDGMENT		
DUE DATE: March 31, 2011	DUE TIME: 4:00PM	QUOTE #: Q11-112		
TITLE: Abatement of Junk, Litter and Unserviceable Vehicles (where applicable)				
VENDOR NAME		PHONE NUMBER		
VENDOR MAILING ADDRESS		FAX NUMBER		
CITY-STATE-ZIP		E-MAIL ADDRESS		
<p><u>PAYMENT TERMS:</u> <i>PLEASE READ NEW INFORMATION</i></p> <p>If payment terms are not indicated, terms of NET 30 DAYS shall be applied by the County. Payment terms to apply after receipt of invoice or final acceptance of the product/service, whichever is later. Payment terms offering less than 20 days for payment will not be considered. <i>However</i> the County has implemented a <i>Visa</i> credit card program. As a card-accepting vendor, some of the benefits of the program are: payment received within 72 hours of receipt and acceptance of goods, reduced paperwork, issue receipts instead of generating invoices, resulting in fewer invoice problems, deal directly with the cardholder (in most cases).</p> <p>Indicate whether you will accept Visa credit card payment(s) for award of this contract: YES _____ NO _____</p> <p>“I, the undersigned, certify that I have reviewed all General Conditions listed herein, and additionally received the addenda listed below (list all addenda received to date). I understand that timely commencement may be considered in award of this quote, and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for assessment of liquidated damages claims. I further certify that the services will meet or exceed the quote requirements. I, the undersigned, declare that I have carefully examined the quote, specifications, terms and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed or compared this quote with any other Offeror and have not colluded with any Offerors or parties to an quote whatsoever for any fraudulent purpose.”</p>				
_____ Addendum#1	_____ Addendum#2	_____ Addendum#3	_____ Addendum#4	_____ Addendum#5
<p>Awards of contracts and/or purchases shall be to the lowest most responsible vendor. In determining the lowest responsible vendor and that purchase or contract that will best serve the interests of the city, the Commission, County Administrator, and Procurement Services Director, as appropriate, shall consider, but shall not be limited to, in addition to price, the following:</p> <ol style="list-style-type: none"> 1. The ability, capacity and skill of the vendor to perform under the terms of the quote documents. 2. Whether vendor can perform the contract or provide the materials/service promptly or within the time specified without delay or interference. 3. The character, integrity, reputation, judgment, experience and efficiency of the vendor. 4. The quality of performance of previous contracts and the providing of materials and/or services. 5. The previous and existing compliance by vendor with laws and ordinances relating to the contract, or the providing of materials/services. 6. The sufficiency of the financial resources and ability of the vendor to perform the contract or provide the materials/services. 7. The quality, availability and adaptability of the supplies, equipment, or contractual services to the particular use required. 8. The ability of the vendor to provide future maintenance and service for the use of the subject of the contract. 9. The number and scope of conditions attached to the quote. 				
<p>I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an quote for the same material, supplies, equipment or services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this quote and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the quote, including but not limited to, certification requirements. In conducting offers with an agency for Marion County Board of County Commissioners, respondent agrees that if this quote is accepted, the respondent will convey, sell, assign, or transfer to Marion County Board of County Commissioners 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 Marion County for price fixing relating to the particular commodities or services purchased or acquired by Marion County. At Marion County’s discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent. Additionally, I, the undersigned, agree that if I am awarded a contract as a result of this solicitation and my response to it, contracts will be required to be notarized and executed and all applicable bonds recorded, within fourteen (14) calendar days from the date of the Notice of Award. If bonds are not available from the bonding agency when contracts are returned, a letter from the bonding agent must be attached stating that they are in the process of preparing bonds.</p> <p align="center"><i>By signing this Form, all General Conditions at the end of this solicitation are acknowledged.</i></p>				
_____ AUTHORIZED AGENT, TITLE (PRINT)		_____ AUTHORIZED SIGNATURE		_____ DATE

PART III – SUBMITTAL DOCUMENTS
Abatement of Junk, Litter and Unserviceable Vehicles (where applicable)
Quote Q11-112

Name of Person Submitting Quote _____
(Printed or Typed)

Name of Firm Submitting Quote _____
(Printed or Typed)

Signature of Person Submitting Quote _____
(Signature)

QUOTE FORM

1.

Code Enforcement Case#: **552120JB** **ABATEMENT OF JUNK, LITTER & UNSERVICEABLE VEHICLES**
Total Cost of Abatement (Clean-up Cost) Excluding Removal of Unserviceable Vehicle(s): \$ _____
Vehicle unit price \$ _____ **multiply Number** _____ **= Total Vehicle(s) Cost:** \$ _____
Parcel Identification Number: 1000-012-022 **Total Price Quote:** \$ _____
Quote price written in words: _____

2.

Code Enforcement Case#: **555849JB** **ABATEMENT OF JUNK, LITTER & UNSERVICEABLE VEHICLES**
Total Cost of Abatement (Clean-up Cost) Excluding Removal of Unserviceable Vehicle(s): \$ _____
Vehicle unit price \$ _____ **multiply Number** _____ **= Total Vehicle(s) Cost:** \$ _____
Parcel Identification Number: 1743-001-012 **Total Price Quote:** \$ _____
Quote price written in words: _____

3.

Code Enforcement Case#: **549954JB** **ABATEMENT OF JUNK, LITTER & UNSERVICEABLE VEHICLES**
Total Cost of Abatement (Clean-up Cost) Excluding Removal of Unserviceable Vehicle(s): \$ _____
Vehicle unit price \$ _____ **multiply Number** _____ **= Total Vehicle(s) Cost:** \$ _____
Parcel Identification Number: 4491-008-003 **Total Price Quote:** \$ _____
Quote price written in words: _____

4.

Code Enforcement Case#: **549422JB** **ABATEMENT OF JUNK, LITTER & UNSERVICEABLE VEHICLES**
Total Cost of Abatement (Clean-up Cost) Excluding Removal of Unserviceable Vehicle(s): \$ _____
Vehicle unit price \$ _____ **multiply Number** _____ **= Total Vehicle(s) Cost:** \$ _____
Parcel Identification Number: 4551-016-067 **Total Price Quote:** \$ _____
Quote price written in words: _____

5.

Code Enforcement Case#: **556533JB** **ABATEMENT OF JUNK, LITTER & UNSERVICEABLE VEHICLES**
Total Cost of Abatement (Clean-up Cost) Excluding Removal of Unserviceable Vehicle(s): \$ _____
Vehicle unit price \$ _____ **multiply Number** _____ **= Total Vehicle(s) Cost:** \$ _____
Parcel Identification Number: 16560-049-00 **Total Price Quote:** \$ _____
Quote price written in words: _____

Name of Firm: _____

Organization Structure:

Check one: Corporation Partnership Proprietorship

(Specify Sole Officer – If Applicable)

Joint Venture Other (explain) _____

Fed Employer ID Number: _____ **OR** SSN: _____

Contact Person: _____

Signature: _____

Phone Number: _____ Fax Number: _____

Address: _____

E-mail Address: _____

Date of Quote: _____

Quoted price shall remain firm for 60 days from date of quote

This form must be completed and returned with your Submittal

PART III – SUBMITTAL DOCUMENTS
Abatement of Junk, Litter and Unserviceable Vehicles (where applicable)
Quote Q11-112

Acceptance of the terms and conditions is a mandatory aspect of being considered responsive. Vendors wanting to challenge any of the Terms and Conditions or question alternatives to Specifications as listed herein must do so during the period before the Last Day for Questions. If the County does not authorize a change prior to bid closing via addendum, the Terms and Conditions or Specifications stand; any counter-proposal on Terms and Conditions, or Specifications will be rejected, as will the bid.

Name of Firm Submitting Quote _____
(Printed or Typed)

Name of Person Submitting Quote _____
(Printed or Typed)

Signature _____

Please list all Subcontractors, Sub-consultants, and Suppliers to be used in connection with performance of the Contract.
(Use additional pages, if necessary):

Company Name: _____

Address: _____

Company Name: _____

Address: _____

Company Name: _____

Address: _____

Company Name: _____

Address: _____

Company Name: _____

Address: _____

This form must be completed and returned with your Submittal

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that:

(print or type name of firm)

publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under quote or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under quote or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires 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.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.
- "As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

Authorized Signature

Date Signed

State of: _____

County of: _____

Sworn to and subscribed before me this _____ day of _____, 20_____

Personally known _____ or Produced Identification _____
(Specify Type of Identification)

Signature of Notary

My Commission Expires: _____

This form must be completed and returned with your Submittal

Inability or refusal to sign this document will deem your offer non-responsive per County Ordinance.

General Conditions

PUBLIC ENTITY CRIME: 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 on a contract to provide any goods or services to a public entity, for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

INDEMNIFICATION : The Contractor agrees to indemnify and hold harmless Marion County and its elected officials, employees and volunteers from and against all claims, losses and expenses, including legal costs, arising out of or resulting from, the performance of this contract, provided that any such claims, damage, loss of expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the firm.

PROHIBITION OF LOBBYING: Except as expressly set forth in subsection 2-245(11) of the Procurement Manual, during the blackout period which is, the period between the time the authorization for invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, are received at the county Procurement Services department, or given verbally by director of the board or administration, and the time the board awards the contract. No proposer, no lobbyist, principal, or other person may lobby, on behalf of a competing party in a particular procurement matter, either any member of the board, or any county employee other than the Procurement Services department staff. Violation of this provision may result in disqualification of violating party.

ANTI TRUST LAWS: By submission of a signed Bid, the successful Vendor acknowledges compliance with all antitrust laws of the United States and the State of Florida, in order to protect the public from restraint of trade, which illegally increases prices.

CONFLICT OF INTEREST: The award of the contract hereunder is subject to the provisions of Chapter 112 of the Florida Statutes. Vendors shall disclose the name of any Officer, Director, Partner, Associate, or Agent who is also an Officer, Appointee, or Employee of the Marion County Board of County Commissioners at the time of the Bid, or at the time of occurrence of the Conflict of Interest thereafter.

INTERPRETATION, CLARIFICATIONS AND ADDENDA: No oral interpretations will be made to any vendor as to the meaning of the Bid Contract Documents. Any inquiry or request for interpretation received by the Marion County Procurement Services Department before the date listed herein will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Bid Conference, mailed or sent by available or electronic means to all attending prospective Submitters prior to the established Bid opening date. Each Vendor shall acknowledge receipt of such addenda in the space provided. In case any Bidder fails to acknowledge receipt of such addenda or addendum, his bid will nevertheless be construed as though it had been received and acknowledged and the submission of his bid will constitute acknowledgment of the receipt of same. All addenda are a part of the BID FORMS and each Bidder will be bound by such addenda, whether or not received by him. It is the responsibility of each bidder to verify that he has received all addenda issued before bids are opened.

In the case of unit price items, the quantities of work to be done and materials to be furnished under this Bid Contract are to be considered as approximate only and are to be used solely for the comparison of bids received. The COUNTY and/or his CONSULTANT do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Vendor plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other bid/proposal Documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices bid.

GOVERNING LAWS AND REGULATIONS: The vendor is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

PROPRIETARY/CONFIDENTIAL INFORMATION: Vendors are hereby notified that all information submitted as part of, or in support of Bids,

will be available for public inspection ten days after opening of the Bids or until a short list is recommended whichever comes first, in compliance with Chapter 119, and 287 of the Florida Statutes. Any person wishing to view the Bids must make an appointment by calling the Marion County Procurement Services Department at (352) 671-8444. All Bids submitted in response to this solicitation become the property of the County. Unless information submitted is proprietary, copy written, trademarked, or patented, the County reserves the right to utilize any or all information, ideas, conceptions, or portions of any Bid, in its best interest.

TAXES: The Marion County Board of County Commissioners, Florida, is exempt from sales and excise taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request.

NON-COLLUSION DECLARATION: By signing this ITB, all Vendors shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the work for which their Bid has been submitted; or to refrain from Bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested in the proposed work.

BIDDER RESPONSIBILITY: Invitation by the County of Marion to vendors is based on the recipient's specific request and application to DemandStar by Onvia at www.DemandStar.com [(800) 711-1712] or as the result of response by the public to the legal advertisements required by State and County law. Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind.

OWNERSHIP OF SUBMITTALS: All responses, inquiries or correspondence relating to or in reference to this ITB, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the vendors will become the property of the Marion County Board of County Commissioners. Reference to literature submitted with a previous Bid will not relieve the Bidder from including any required documents with this Bid.

EXAMINATION OF BID DOCUMENTS: Each Bidder shall carefully examine the Bid Document to ensure all pages have been received, all drawings and/or Specifications and other applicable documents are included, and shall inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him of the obligations and responsibilities assumed under the Contract.

VENDOR RESPONSIBILITY: Vendors are fully and completely responsible for the labeling, identification and delivery of their submittals. The Procurement Services Department will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the U. S. Postal Service.

DRUG FREE WORKPLACE: All Bidders shall submit the enclosed, duly signed and notarized form entitled "Drug Free Workplace Certificate". The Drug Free Workplace Vendor shall have the burden of demonstrating that his program complies with Section 287.087 of the Florida Statutes, and any other applicable state law.

MARION COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, reserves the right to reject any and/or all submittals, reserves the right to waive any informalities or irregularities in the examination process, and reserves the right to award contracts and/or in the best interest of the County. Submittals not meeting stated minimum terms and qualifications may be rejected by the County as non-responsive. The County reserves the right to reject any or all submittals without cause. The County reserves the right to reject the submission of any Vendor in arrears or in default upon any debt or contract to the Board of County Commissioners of Marion County, or who has failed to perform faithfully any previous contract with the County or with other governmental agencies.

PUBLIC RECORDS LAW: Correspondence, materials and documents received pursuant to this ITB become public records subject to the provisions of Chapter 119, Florida Statutes.

VERIFICATION OF TIME: Atomic time is hereby established as the Official Time for Marion County Solicitations. All times stated in bids, quotes, RFPs, RFQs and any other solicitation generated by the Marion County Procurement Services Department will refer to atomic time.

General Conditions

PREPARATION OF BIDS:

Signature of the Bidder: The Bidder must sign the BID FORMS in the space provided for the signature. If the Bidder is an individual, the words "doing business as _____," must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words, "Member of the Firm" should be written beneath such signature. If the Bidder is a corporation, the title of the officer signing the Bid on behalf of the corporation must be stated and evidence of his authority to sign the Bid must be submitted. The Bidder shall state in the BID FORMS the name and address of each person interested therein.

Basis for Bidding: The price bid for each item shall be on a lump sum or unit price basis according to specifications on the BID FORM. The bid prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered, unless otherwise provided herein.

Total Bid Price/Total Contract Sum Bid: If applicable, the total price bid for the work shall be the aggregate of the lump sum prices bid and/or unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the BID FORM. In the event that there is a discrepancy on the BID FORM due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount.

TABULATION: Those wishing to receive an official tabulation of the results of the opening of this Bid are to submit a self-addressed, stamped business size (No. 10) envelope, prominently marked on the front lower left side, with the Bid identification. Bid tabulation requested by telephone, fax or electronic media will not be accepted.

OBLIGATION OF WINNING BIDDER: The contents of the Bid of the successful Bidder will become contractual obligations if acquisition action ensues. Failure of the successful Bidder to accept these obligations in a contract may result in cancellation of the award and such vendor may be removed from future participation.

AWARD OF BID: It is the County's intent to select a vendor within **sixty (60) calendar days** of the deadline for receipt of Bids. However, Bids must be firm and valid for award for at least **ninety (90) calendar days** after the deadline for receipt of Bids.

ADDITIONAL REQUIREMENTS: The firms shall furnish such additional information as Marion County may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The County reserves the right to make investigations of the qualifications of the firm as it deems appropriate.

PREPARATION COSTS: The County of Marion shall not be obligated or be liable for any costs incurred by Bidders prior to issuance of a contract. All costs to prepare and submit a response to this ITB shall be borne by the Bidder.

TIMELINESS: All work will commence upon authorization from the County's representative (Marion County Procurement Services Dept). All work will proceed in a timely manner without delays. The Contractor shall commence the work UPON RECEIPT OF NOTICE TO PROCEED and/or ORDER PLACED (PURCHASE ORDER PRESENTED), and shall deliver in accordance to the terms and conditions outlined and agreed upon herein.

DELIVERY: All prices shall be FOB Destination, Ocala, Florida, inside delivery unless otherwise specified.

PLANS, FORMS & SPECIFICATIONS: Bid Packages are available from the Marion County Procurement Services Department. These packages are available for pickup or email at no additional charge. NO BID FORMS will be faxed. If requested to mail, the Bidder must supply a courier account number (UPS, FedEx, etc). Bidders are required to use the official BID FORMS, and all attachments itemized herein, are to be submitted as a single document. Any variation from the minimum specifications must be clearly stated on the BID FORM and/or Exceptions/Deviations Sheet(s). Only one set of plans, forms, and specifications will be furnished each company or corporation interested in submitting a bid. BID FORM documents for this project are free of charge and are available on-line and are downloadable (vendor must pay any DemandStar fees or any shipping), unless otherwise noted.

MANUFACTURER'S NAME AND APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information and/or catalog

numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The Bidder may Bid any brand for which he is an authorized representative, which meets or exceeds the Bid specification for any item(s). If Bids are based on equivalent products, indicate on the BID FORM the manufacturer's product name and literature, and/or complete specifications. Reference to literature submitted with a previous Bid will not satisfy this provision. The Bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the BID FORM. The County's Procurement Services Department is to be notified, in writing, of any proposed changes in materials used, manufacturing process, or construction. However, changes shall not be binding upon the county unless evidenced by a Change Notice issued and signed by the Procurement Services Director, or designated representative.

QUANTITIES: The quantities as specified in this Bid are estimates only and are not to be construed as guaranteed minimums.

SAMPLES: Samples of items, when called for, shall be furnished free of expense, and if not destroyed may, upon request, be returned at the Bidder's expense. Each sample shall be labeled with the Bidder's name, manufacturer brand name and number, Bid number and item reference. Samples of successful Bidder's items may remain on file for the term of the contract. Request for return of samples shall be accompanied by instructions which include shipping authorization and must be received at time of opening. Samples not returned may be disposed of by the County within a reasonable time as deemed appropriate.

ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES ("PIGGY-BACK"): The Vendor by submitting a bid/proposal acknowledges that other Public Agencies may seek to "Piggy-Back" under the same terms and conditions, during the effective period of any resulting contract – services and/or purchases being proposed in this bid/proposal, for the same prices and/or terms proposed. Vendor has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before a Public Agency is allowed to Piggy-Back any contract, the Agency must first obtain the vendor's approval – without the vendor's approval, the seeking Agency cannot Piggy-Back.

DOCUMENT RE-CREATION: Vendor may choose to re-create any document(s) required for this solicitation, but must do so at his own risk. All required information in the original County format must be included in any re-created document. Submittals may be deemed non-responsive if required information is not included in any re-created document.

FUNDING: The obligation of the County for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

FOR FEDERAL AND/OR FDOT FUNDING – TITLE VI/ NONDISCRIMINATION POLICY STATEMENT – APPENDIX A:

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1) Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- (2) Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

General Conditions

- (1.) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- (2.) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (3.) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation*

Administration, and/or the Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.
- (4.) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**THE FOLLOWING CONDITIONS ARE
ACKNOWLEDGED BY YOUR SIGNATURE ON THE
INVITATION FOR QUOTE CERTIFICATION and
ADDENDA ACKNOWLEDGMENT**