



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 Q11-133

Pre-Demolition Asbestos Survey for Four (4) Unsafe Structures

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 Code Enforcement Department for a Pre-Demolition Asbestos Survey for Four (4) Unsafe Structures. Listed below is some pertinent information regarding this Invitation to Quote:

Due Date:	May 19, 2011, 4:00PM at the Marion County Procurement Services Dept, 2511 SE Third St, Ocala, Fl 34471
Last Date for Questions:	May 16, 2011, 12:00PM (noon)

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 quote 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”

Pre-Demolition Asbestos Survey for Four (4) Unsafe Structures Quote Q11-133

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Pre-Demolition Asbestos Survey for Four (4) Unsafe Structures Quote Q11-133

Part 1 – Invitation to Quote

1.1 SCOPE:

Conduct asbestos surveys for four (4) unsafe structures prior to demolition as required by the Department of Environmental Protection 40CFR, Chapter 61, Subpart M of the National Emission Standard for Hazardous Air Pollutants (NESHAP). This includes the collecting and analyzing of samples from areas suspect of containing asbestos materials. A complete written report of the findings survey will be required.

The consultant will perform the actual sample collection based on observations made during walk through. Bulk samples will be obtained from building materials, which are suspected to contain asbestos based on the experience of the EPA accredited inspector.

The Consultant will analyze the bulk samples collected from building materials for asbestos type and percentage of asbestos content using Polarized Light Microscopy to specifically identify the crystalline forms of asbestos minerals such as chrysotile, amosite, crocidolite, anthophyllite, tremolite and actinolite.

The consultant will evaluate the areas that have been determined to contain the asbestos materials. This should be accomplished by reviewing the observations and field notes made of the areas and samples taken with specific characteristics such as its condition and location and interpret and discuss with conclusions and recommendations portion of the final report and based on the past experience of the EPA accredited inspector.

The final written report must include structure descriptions, suspected Asbestos Containing Materials, Polarized Light Microscopy Results, Hazard Assessment and Evaluation, and Conclusions and Recommendations.

The consultant must provide a total cost for site inspection and final written report for each residential property and a cost for bulk samples. Marion County should only be billed for the exact number of samples required to be analyzed in order to comply with regulations.

All final reports must completed within sixty (60) after receipt of purchase order.

1.2 AWARD:

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:

1. The ability, capacity and skill of the vendor to perform under the terms of the quote documents.
2. Whether the vendor can perform the contract or provide the materials or 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 the vendor with laws and ordinances relating to the contract, or the providing of materials or services.
6. The sufficiency of the financial resources and ability of the vendor to perform the contract or provide the materials or 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.

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.

1.3 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 09-20**).
- *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.

1.4 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.

1.5 LICENSE REQUIREMENTS:

The contractor and all subcontractors must be licensed and registered in Marion County, the City of Ocala, and the State of Florida (as applicable), to perform the work required by this Project, and must be in good standing with Marion County, **Marion County Code Enforcement Department**, and the Marion County Procurement Services Department. For Construction work of any kind, the Contractor shall show proof of registration with the Marion County Building Department with the quote.

Business/Professional/Other License(s): as required by the **State of Florida**. It will be the vendor's responsibility to determine which type of applicable additional licensure is required by Marion County, the City of Ocala, and/or the State of Florida. If required, a copy must be submitted with the quote.

Other License(s): It is the vendor's responsibility to determine which type of additional licensure is required for this project. Contractor shall currently hold or be able to acquire within five (5) business days after notification of recommendation of award, and shall supply a copy to Marion County Procurement prior to final award or payment.

1.6 PERMIT REQUIREMENTS:

Permits may be required for this Project and shall be the responsibility of the CONTRACTOR. **All permits and related fees are the responsibility of the Contractor.** Contractor must meet local codes and licensing requirements. Marion County is the local authority and jurisdiction of this project. The contractor and all subcontractors must be licensed and registered as applicable in Marion County and/or the City of Ocala to perform the work required by this Project, and must be in good standing with the **Marion County Code Enforcement Department**, and the Marion County Procurement Services Department.

Part 2 – Submittal Documents

SUBMIT TO: Marion County BCC Procurement Services Department 2511 SE 3 rd Street Ocala, FL 34471 (352) 671-8444		MARION COUNTY INVITATION TO QUOTE (ITQ) CERTIFICATION and ADDENDA ACKNOWLEDGMENT	
DUE DATE: May 19, 2011	DUE TIME: 4:00PM	QUOTE NUMBER: Q11-133	
TITLE: Pre-Demolition Asbestos Survey for Four (4) Unsafe Structures			
VENDOR NAME		PHONE NUMBER	
VENDOR MAILING ADDRESS		FAX NUMBER	
CITY-STATE-ZIP		E-MAIL ADDRESS	
Organization Structure: Check one: Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Sole Proprietorship _____ Other (explain) <input type="checkbox"/> (Specify Sole Officer)			
Fed Employer ID Number:		OR SSN:	
“I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement may be considered in award of this Invitation to Quote (ITQ), 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 ITQ requirements. I, the undersigned, declare that I have carefully examined the ITQ, 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 ITQ with any other Offeror and have not colluded with any Offerors or parties to an ITQ whatsoever for any fraudulent purpose.”			
_____ Addendum#	_____ Addendum#	_____ Addendum#	_____ Addendum#
<u>TOTAL QUOTE FOR ALL SITES:</u>			
<u>PAYMENT TERMS:</u> 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. However 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). 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. Indicate whether you will accept Visa credit card payment(s) for award of this contract: YES _____ NO _____			
I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a quote ITQ 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 ITQ and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the ITQ, 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 style="text-align: center;"><i>By signing this Form, all General Conditions included with this solicitation are acknowledged.</i></p>			
_____ AUTHORIZED AGENT NAME, TITLE (PRINT)		_____ AUTHORIZED SIGNATURE	_____ DATE

This form must be completed and returned with your Submittal

Pre-Demolition Asbestos Survey for Four (4) Unsafe Structures
Quote Q11-133
Quote Form

Site #1:
Address: 3494 SW 181st Court, Dunnellon, FL 34432
Approx. Sq. Ft. 1200 SF Doublewide Mobile Home
Total Cost Asbestos Survey, Samples & Final Written Report \$ _____
Estimated number of samples to be collected: _____

Site #2
Address: 3409 NE 15th Ave, Ocala, FL 34479
Approx. Sq. Ft. 1300 SF Concrete Block Home
Total Cost Asbestos Survey, Samples & Final Written Report \$ _____
Estimated number of samples to be collected: _____

Site #3
Address: 4475 NE 38th Terrace, Ocala, FL 34479
Approx. Sq. Ft. 1700 SF Doublewide Mobile Home
Total Cost Asbestos Survey, Samples & Final Written Report \$ _____
Estimated number of samples to be collected: _____

Site #4
Address: 15360 NE 237th Lane, Salt Springs, FL 32134
Approx. Sq. Ft. 900 SF Wood Frame Home
Total Cost Asbestos Survey, Samples & Final Written Report \$ _____
Estimated number of samples to be collected: _____

TOTAL QUOTE FOR ALL SITES \$ _____

PROVIDE COST PER SAMPLE \$ _____

AWARD WILL BE BASED ON TOTAL QUOTE

REFERENCES FOR SIMILAR PROJECTS

Company Name:		
Address:		
City:	State:	Zip Code:
Phone Number:	Fax Number:	
Point of Contact:		
E-mail:		
EXPLAIN HOW THIS REFERENCED WORK IS SIMILAR TO THIS QUOTE:		
Reference Response (To be completed by County Staff):		

Company Name:		
Address:		
City:	State:	Zip Code:
Phone Number:	Fax Number:	
Point of Contact:		
E-mail:		
EXPLAIN HOW THIS REFERENCED WORK IS SIMILAR TO THIS QUOTE:		
Reference Response (To be completed by County Staff):		

Company Name:		
Address:		
City:	State:	Zip Code:
Phone Number:	Fax Number:	
Point of Contact:		
E-mail:		
EXPLAIN HOW THIS REFERENCED WORK IS SIMILAR TO THIS QUOTE:		
Reference Response (To be completed by County Staff):		

This document must be completed and returned with your Submittal

DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS

Name of Firm Submitting Quote

(Printed or Typed)

Name of Person Submitting Quote

(Printed or Typed)

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

Company Name: _____

Address: _____

Company Name: _____

Address: _____

Company Name: _____

Address: _____

Company Name: _____

Address: _____

Company Name: _____

Address: _____

Company Name: _____

Address: _____

This document 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 my 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 Agent's Signature

Authorized Agent's Printed Name

Company Name

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 09-20.

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 Quote 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 Quotes 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 quote 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 Quote, 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 Quote, 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 Quote 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-Quote Conference, mailed or sent by available or electronic means to all attending prospective Submitters prior to the established Quote opening date. Each Vendor shall acknowledge receipt of such addenda in the space provided. In case any Vendor fails to acknowledge receipt of such addenda or addendum, his quote will nevertheless be construed as though it had been received and acknowledged and the submission of his quote will constitute acknowledgment of the receipt of same. All addenda are a part of the QUOTE FORMS and each Vendor

will be bound by such addenda, whether or not received by him. It is the responsibility of each vendor to verify that he has received all addenda issued before quotes are opened.

In the case of unit price items, the quantities of work to be done and materials to be furnished under this Quote Contract are to be considered as approximate only and are to be used solely for the comparison of quotes 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 quote/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 quote.

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 Quotes, will be available for public inspection ten days after opening of the Quotes 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 Quotes must make an appointment by calling the Marion County Procurement Services Department at (352) 671-8444. All Quotes 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 Quote, in its best interest.

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

NON-COLLUSION DECLARATION: By signing this ITQ, all Vendors shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Vendor, firm, or person to submit a collusive or sham Quote in connection with the work for which their Quote 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 Quote or of any other Vendor, or to fix any overhead, profit, or cost elements of the Quote price or the Quote price of any other Vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Vendor, or any person interested in the proposed work.

VENDOR 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 ITQ, 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 Quote will not relieve the Vendor from including any required documents with this Quote.

EXAMINATION OF QUOTE DOCUMENTS: Each Vendor shall carefully examine the Quote 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 Vendors 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 ITQ 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.

PREPARATION OF QUOTES:

Signature of the Vendor: The Vendor must sign the QUOTE FORMS in the space provided for the signature. If the Vendor 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 Vendor is a corporation, the title of the officer signing the Quote on behalf of the corporation must be stated and evidence of his authority to sign the Quote must be submitted. The Bidder shall state in the QUOTE FORMS the name and address of each person interested therein.

Basis for Bidding: The price quote for each item shall be on a lump sum or unit price basis according to specifications on the QUOTE FORM. The quote 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 Quote Price/Total Contract Sum Quote: If applicable, the total price quote for the work shall be the aggregate of the lump sum prices quote 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 quote amount.

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

OBLIGATION OF WINNING BIDDER: The contents of the Quote 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 QUOTE: It is the County's intent to select a vendor within **sixty (60) calendar days** of the deadline for receipt of Quotes. However, Quotes must be firm and valid for award for at least **ninety (90) calendar days** after the deadline for receipt of Quotes.

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 Vendors prior to issuance of a contract. All costs to prepare and submit a response to this ITQ shall be borne by the Vendor.

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: Quote Packages are available from the Marion County Procurement Services Department. These packages are available for pickup or email at no additional charge. NO QUOTE FORMS will be faxed. If requested to mail, the Vendor must supply a courier account number (UPS, FedEx, etc). Vendors are required to use the official QUOTE 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 QUOTE 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 quote. QUOTE 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 Vendor may Quote any brand for which he is an authorized representative, which meets or exceeds the Quote specification for any item(s). If Quotes are based on equivalent products, indicate on the QUOTE FORM the manufacturer's product name and literature, and/or complete specifications. Reference to literature submitted with a previous

Quote will not satisfy this provision. The Vendor shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Quotes which do not comply with these requirements are subject to rejection. Quotes 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 QUOTE 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 Quote 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 Vendor's expense. Each sample shall be labeled with the Vendor's name, manufacturer brand name and number, Quote number and item reference. Samples of successful Vendor'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 quote/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 quote/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.

(3.) **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.

(4.) **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.

(5.) **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.

(6.) **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