



Marion County Procurement Services

Invitation to Quote: **After-Event Cleaning Services for Marion Oaks Community Center**

QUOTE Q16-068

Last Date for Questions:
January 13, 2016 - 12:00PM (noon)

Due Date:
January 20, 2016- 3:00PM at:
Marion County Procurement Services Department
2631 SE Third St
Ocala, FL 34471

Questions Regarding this solicitation shall be directed to
Name: Carrie Lyn Hyde
Phone: 352-671-8444
Fax: 352-671-8451
Email: Procurement@Marioncountyfl.org

*This is an Informal Quote; Submittal Documents may be
Emailed, Faxed, Hand Delivered, or Mailed.*

After-Event Cleaning Services for Marion Oaks Community Center Quote Q16-068

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ONLY RETURN DOCUMENTS LISTED IN BOLD

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PART 1 – Invitation to Quote

1.1 SCOPE:

Marion County is requesting qualified, responsible, and professional contractors return proposals so that it may select a single contractor to provide cleaning services at the Marion Oaks Community Center following events by the residents or public. The Contract term shall be effective upon execution of contract, and shall continue for one (1) year, with an optional four (4) renewal terms of one (1) year each; renewals are pending satisfactory annual evaluation(s), mutual agreement, and County approval. The contract shall not run longer than five (5) years. To request a site visit, contact Procurement no later than the Last Day for Questions; arrangements will be made with the facility coordinator for a single on-site walk-through. *Contractors are discouraged from pop-in visits as there may be meetings or other private events going on throughout the day.*

All interested contractors shall be made of the following provisions with regard to this project:

1. Annual budget for cleaning service in the current location is approximately \$16,000.
2. Quantity of events at the Center varies; there is no guaranteed minimum or maximum number of events.
3. Every effort will be made to provide the contractor 48 hours' notice, however in some instances, same day service may be required. Vendor must provide how long it will take them to respond if called to clean up after an event, and provide any additional "short-notice" fee (less than 8 hours).
4. Cleanup must be completed at the end of all scheduled events. Events may be scheduled to end as late as 1:00AM Cleanup must be performed immediately following the scheduled end time of the event. Rooms must be ready for events scheduled beginning as soon as 8:00AM the next morning.
5. Vendor will issue an invoice at end of the month for all cleanup services performed.
6. Any discrepancies on cleanup charges must be called in by the next business day following an event. If staff doesn't receive a call by the following business day, it will be assumed that the cleanup called in is correct.
7. Proposer must provide a minimum of five (5) similar verifiable commercial references with whom work of this same type of service has been successfully completed (may be current contracts/work). To be deemed appropriate for this response, Letters of References **must** include, name of business, contact person, telephone number (and email address if available). References shall be no more than four (4) years old.
8. Vendor must be in good standing with Marion County MSTU/Assessment, Marion Oaks Community Center, and Marion County Procurement Departments.

AREA #1 - ARTS & CRAFTS ROOM OR MEETING ROOM

Room size measures approximately 24 ft. x 38 ft. Floor composition is porcelain tile. There are 32 linear feet of countertops with two stainless steel sinks. Maximum room capacity is for 48 persons.

Set up for this room includes:

- Six (6) Eight foot resin tables
- 48 stackable cloth chairs

- One (1) 50 gallon trash receptacle for garbage.

Cleanup needs for this room are as follows:

- 1.) Wipe down all tables and counter area with cleaners provided.
- 2.) Dust and wet mop floor with supplies and cleaners provided.
- 3.) Reset all tables and chairs.
- 4.) Empty trash receptacle into garbage container located outside of the building area.

AREA #2 - KITCHEN

Room size measures approximately 24ft. x 26ft. Floor composition is 6 x 6 ceramic tile.

There are 21 linear feet of laminate countertop area

Cleaning needs for this room are as follows:

- One (1) 3 bay stainless steel sink
- One (1) stainless steel hand sink
- One (1) stainless steel 1 bay dish rinse station
- One (1) 10 burner double oven
- One (1) 5 burner stainless steel food warmer
- One (1) stainless steel counter top microwave
- Two (2) 6ft.x 3ft. stainless steel counter tables
- One (1) stainless steel freezer
- One (1) stainless steel refrigerator
- Two 50 gallon trash receptacles.

Cleaning needs for this area are as follows:

- 1.) Wipe down all counter areas including the stainless steel tables with cleaners provided.
- 2.) Wash out all sinks with cleaners provided.
- 3.) Broom sweep floor and then proceed to mop floor with supplies and cleaners provided.
- 4.) Wipe down of all appliances with cleaners provided.
- 5.) Empty trash receptacle into garbage container located outside of building area.

AREA #3 - BUILDING A (AUDITORIUM)

Room size measures approximately 60ft x 60ft. There is a parquet wood floor area approximately 48ft. x 48ft. surrounded by a carpeted area and tiled area to make up the balance of the room. Maximum room capacity for this area is 250 persons with table and chair setup or 500 persons chair setup only. This room is used for a variety of functions. There are two (2) restrooms approximately 14ft. x 16ft. The ladies room has three (3) bathroom stalls. The men's room has three (3) bathroom stalls and two (2) urinals. Floor composition in the restrooms is ceramic tile.

Cleanup needs for this area is as follows:

- 1.) Dust mop and wet mop parquet floor area with cleaners provided.
- 2.) Vacuum carpet area with equipment provided
- 3.) Wipe down tables with cleaner provided and put back to original setup.
- 4.) Put away any excess equipment (tables, chairs) into storage area.
- 5.) Sweep tile area and wet mop with cleaners provided.
- 6.) Sweep out restrooms and mop floors with cleaner and equipment provided.
- 7.) Clean urinals, toilets, sinks and countertops with cleaner and equipment provided.
- 8.) Restock all paper goods (toilet paper, towels, hand sanitizer).
- 9.) Empty trash receptacles into garbage container located outside building.
- 10.) Lock and secure doors after completing cleaning with keys provided.

1.2 NOT APPLICABLE

1.3 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.

1.4 REQUIRED QUOTE FORMS AND DOCUMENTS:

§119.07 , 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 thirty (30) days after opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in §119.07 , 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.

§286.0113, F.S. Provides that meetings of persons appointed to evaluate bids or proposals and negotiate contracts shall be closed to the public during oral presentations made by a vendor, or where a vendor answers questions. Neither bidders, nor the public will be permitted to sit in on meetings wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings are subject to disclosure at the time of an intended award decision or within thirty (30) days of the bid or proposal opening, whichever is earlier. *FS 119.0701(2) was amended July, 2013 to require contractor(s) to comply with public records laws relating to solicitations as well as, and in the same manner as the public agency.*

The following documents and forms must accompany any 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 any offer. (**Inability or refusal to sign this document will deem your offer non-responsive per County Ordinance 11-52**).
- Vendor will be required to submit a completed W-9 form with the quote unless you have done work with Marion County and are in the payment system.
- Proof of insurability 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+ for the required insurance(s) listed in section 1.6 of this quote.
- Vendors shall provide at least three (3) commercial letters of references with their quote awarded **within the past 24 months**. References shall include name, dates, contact # or email. *(If you have done work for Marion County in the last two (2) years references are not required.)*

1.5 PROHIBITION OF LOBBYING:

PROHIBITION OF LOBBYING: To ensure fair consideration for all proposers, The County prohibits communication to or with any department, bureau or employee during the submission process, except as provided in this section. Additionally, the County prohibits communication initiated by a proposer to any County Official or employee evaluating or considering the proposals (up to and including the County Administrator or Board of County Commissioners) before the time an award decision has been made. Any communication between proposer and the County will be initiated by the Procurement Services staff in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Such communications initiated by a proposer may be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

1.6 INSURANCE(S) REQUIRED:

The submittal shall contain **proof of insurability** issued by a company authorized to do business in the State of Florida and with an AM Best Company rating of at least B+ for the insurance(s) listed below:

- 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

1.7 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.

1.8 NOT APPLICABLE

1.9 NOT APPLICABLE

1.10 USE OF OTHER CONTRACTS:

Marion County Board of County Commissioners reserves the right to utilize any County contract, State of Florida Contract, city or county governmental agencies, school board, community college/state university system cooperative bid agreement. Marion County Board of County Commissioners reserves the right to separately bid any single order or to purchase any item on this solicitation/contract if it is in the best interest of the County.

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PART 2 – General Conditions

2.1 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.

2.2 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.

2.3 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.

2.4 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.

2.5 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.

2.6 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.

2.7 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.

2.8 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.

2.9 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.

2.10 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.

2.11 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.

2.12 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.

2.13 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.

2.14 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.

2.15 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.

2.16 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.

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

2.18 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.

2.19 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.

2.20 TABULATION: Those wishing to receive an official tabulation of the results of the opening of this Bid shall request a copy of the tabulation in accordance with public records policy.

2.21 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.

2.22 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.

2.23 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.

2.24 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.

2.25 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.

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

2.27 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. 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.

2.28 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.

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

2.30 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.

2.31 ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES ("PIGGYBACK"): 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.

2.32 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, or is altered from its originally distributed format/content.

2.33 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.

2.34 LONG TERM CONTRACT AND ECONOMIC CHANGE: During the life of the contract, if circumstances (e.g.: fuel costs) arise beyond the Contractor's control creating a need for a price adjustment, the Contractor may submit a request for such adjustment. Requests may only be submitted once per calendar year and will be considered a temporary adjustment. Temporary shall mean price adjustments are monitored in association with market fluctuations. All price adjustments are subject to

Board approval. If approved, price adjustments would only be in effect until reasonable market stability has occurred. At that time, all pricing would revert to original contract pricing.

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

& E: 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.

Compliance with Nondiscrimination Statutes and Authorities:
Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.,

78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

- (6.) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (7) 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.

Revised 12/1/2015

THE CONDITIONS HEREIN ARE ACKNOWLEDGED BY YOUR SIGNATURE ON THE INVITATION TO BID CERTIFICATION and ADDENDA ACKNOWLEDGMENT

PART 3 – Submittal Documents

SUBMIT TO: Marion County BCC Procurement Services Department 2631 SE 3 rd Street, Ocala, FL 34471 (352) 671-8444		MARION COUNTY INVITATION TO QUOTE (ITQ) CERTIFICATION and ADDENDA ACKNOWLEDGMENT	
DUE DATE: January 20, 2016		DUE TIME: 3:00 PM	
QUOTE #: Q16-068			
TITLE: After-Event Cleaning Services for Marion Oaks Community Center			
VENDOR NAME		PHONE NUMBER	
VENDOR MAILING ADDRESS		FAX NUMBER	
CITY-STATE-ZIP		E-MAIL ADDRESS	
Fed Employer ID Number:			
<p>"I, the undersigned, certify I have reviewed the addenda below (list all addenda received to date). I understand timely commencement may be considered in award of this Invitation to Quote (ITQ), and cancellation will be considered if commencement time is not met. I further certify the services will meet or exceed the ITQ requirements. I, the undersigned, declare I have carefully examined the ITQ, specifications, terms and conditions as applicable for this Request, and I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I declare 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."</p> <p>Addendum# _____</p>			
TOTAL QUOTE:			
Item	Description	Est Need	Per Service
1	Area #1 – Arts & Crafts Room or Meeting Room	85	\$
2	Area #2 – Kitchen	30	\$
3	Area #3 – Auditorium Cleanup	2	\$
4	Return to Auditorium Setup	2	\$
4a	1 – 99 People	45	\$
4b	100 - 149 People	35	\$
4c	150 - 199 People	20	\$
4d	Over 200 People	8	\$
5	Additional Fee for less than 8 hours' notice	2	\$
Total Quote for Services (quantities subject to change/not a guaranteed minimum or maximum)			\$
<p><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. <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). 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 Offer. Merchant shall not process p-card payments until merchandise/service has been received by the County, in good condition.</p> <p>Indicate whether you will accept Visa credit card payment(s) for award of this contract: YES _____ NO _____</p> <p>For POs, list a PERMANENT email address for delivery: _____</p> <p>I certify 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 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 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 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 style="text-align: center;"><i>By signing this Form, all General Conditions Included with this solicitation are acknowledged.</i></p>			
AUTHORIZED AGENT NAME, _____		DATE _____	
TITLE (PRINT) _____		AUTHORIZED SIGNATURE _____	

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 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 or pleas of 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 15-12