



Marion County
Board of County Commissioners

Procurement Services

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

**Request for Proposal for:
After-Event Cleaning Services for the Marion Oaks Community Center
RFP 11P-046**

Dear Vendor;

Thank you for your interest in doing business with the Marion County Board of County Commissioners. Currently, we are requesting Proposals to provide support for the County's MSTU/Assessments Department. Listed below is pertinent information regarding this Request for Proposals:

Due Date: **January 11, 2011 – at 4:00PM**
Marion County Procurement Services Department
2511 SE Third St, Ocala, FL 34471

Pre-Proposal (Non-Mandatory) Date: January 5, 2011 – 10:30AM at the
Marion Oaks Community Center
294 Marion Oaks Lane, Ocala, FL 34474
For directions **ONLY** call 352-438-2828

Last Date for Questions: January 6, 2011 –12:00PM (noon)

Contract Period (if applicable) Commencing upon the date of award, the selected firm(s) shall contract with Marion County MSTU/Assessments for one (1) year, with the option to renew for four (4) additional, one (1) year periods, pending mutual agreement and Marion County Board approval.

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 proposal rejected.

Please direct any questions regarding these documents to the Marion County Procurement Services Department in writing, faxed to (352) 671-8451. We look forward to working with you.

Sincerely,

Carrie Lyn Hyde
Procurement and Contract Analyst

“Meeting Needs by Exceeding Expectations”

After-Event Cleaning Services for the Marion Oaks Community Center RFP 11P-046

TABLE OF CONTENTS

Marion County Cover Sheet for Request for Proposals.....	Page 1
Table of Contents	Page 2
Part 1 - Intent and General Information.....	Pages 3-5
Part 2 - Scope of Services.....	Pages 6-7
Pricing Proposal Page.....	Page 8
Part 3 - Evaluation Process and Criteria	Page 9
Part 4 - Proposal Documents.....	Pages 10-18
Document Checklist.....	Page 10
Submittal Cover Page.....	Page 11
Request for Proposal Certification and Addenda Acknowledgment	Page 12
Disclosure of Subcontractors and Suppliers.....	Page 13
Drug Free Workplace Certificate.....	Page 14
Sample Agreement Between Owner and Firm....	Pages 15-16
General Conditions.....	Pages 17-18

After-Event Cleaning Services for the Marion Oaks Community Center RFP 11P-046

PART 1 INTENT AND GENERAL INFORMATION

1.1 REQUEST FOR PROPOSAL:

The Marion County Procurement Services Department on behalf of the Board of County Commissioners is soliciting letters of interest and statements of proposal to provide **After-Event Cleaning Services for the Marion Oaks Community Center**. The County of Marion expects that interested individuals and firms will make every effort to provide a proposal which offers the required commodity or service. Marion County believes that hiring done through this contract should, to the maximum extent, be offered to citizens within its boundaries that are unemployed or seeking work for the first time. To that extent, the firm awarded business under this contract will be contacted by the Workforce Connection, our regional workforce development board, to discuss hiring through its staff and services. Your participation with Workforce Connection is not required as a condition of award, but rather an opportunity for greater support for the community and your firm in hiring assistance.

1.2 HOW TO SUBMIT A REQUEST FOR PROPOSAL:

An **original** and **three (3)** copies (for a total of **four (4)** copies) of each hardcopy, and **one (1) electronic copy** of the entire proposal on a disc, including any samples, literature or other inclusions, with all required documents having authorized signatures; itemized and included herein, all must be received in a sealed package prominently marked on the outside with the **contact's name, phone number, fax number, e-mail address (if applicable), company name, address along with the project title:**

RFP 11P-046 - After-Event Cleaning Services for the Marion Oaks Community Center

DEADLINE for receipt of submittals in response to this Request for Proposal is listed on the Invitation's Cover Page. Submittals should be mailed or hand delivered to: **Marion County Procurement Services Department, 2511 SE Third St, Ocala, Florida 34471**. Submissions by fax or other electronic media will not be accepted *under any circumstances*. Late submissions will not be accepted, but will be returned to the sender, unopened, at the sender's expense.

A Selection Committee approved by Administration, and made up of County staff will evaluate and score the proposals according to the criteria outlined in the RFP.

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.

If a Pre-Proposal Conference has been scheduled, the location and date and time are listed on the Invitation's Cover Page. If mandatory, any contractors wanting to submit a proposal for this project will be required to sign in; sub-contractors and suppliers are not required to attend or sign in, but may. Attending the Pre-Proposal Conference is strongly recommended as the project's scope of work, procedures and specifications will be discussed at this time.

All questions received by the date indicated on the Invitation's Cover Page, will be considered. Questions will

not be answered over the phone; they must be submitted in writing and faxed to (352) 671-8451, attention: Carrie Lyn Hyde.

1.3 **DOCUMENTS REQUIRED:**

§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 offer or alternate offer submitted. Items marked with an asterisk (*) are included with this package. A submittal 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.

Cover Page – This is to be used as the first page of the RFQ. This form must be fully completed and signed by an authorized officer of the firm submitting.

Table of Contents – The Table of Contents should outline in sequential order the major areas of the submittal. All pages, including enclosures, must be clearly and consecutively labeled and/or numbered and correspond to the Table of Contents.

Executive Summary – Provide a brief summary describing the firm's ability to perform work requested in this Solicitation. This summary should be brief and concise to apprise the County of the basic services offered, experience and qualifications of the firms, staff, subcontractors, subconsultants, and/or suppliers.

Contents of Statements of Qualification – Submittal must provide documentation that demonstrates the ability of the firm to satisfy all of the minimum qualifications requirements. Firms which do not meet the minimum qualification requirements or which fail to provide supporting documentation and/or affidavits as specified herein will be deemed non-responsive. Each submittal shall contain a Statement of Qualifications and shall include the information below.

- **Experience, Past Performance, Financial Capabilities, and Litigations** - State the number of years that the firm has been in business, the number of years in business operation under the firm's current business name. Any business owner who previously operated a business under another name must include a description of the previous business. Failure to include such information may be deemed by the County as intentional misrepresentation, and may render the submittal non-responsive.
 - Describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Firm, any of its employees, subcontractors, or subconsultants is or has been involved within the last three (3) years.
 - Provide an organizational chart showing all individuals, including their titles, who will perform any work on the project. This chart must clearly identify the Firm's employees and those of the subcontractors, if any.
 - Describe the experience, qualifications, and other vital information, including relevant experience on similar contracts, of all key individuals and subcontractors or subconsultants who will perform work on the Contract. This information shall include functions to be performed by the key individuals and the subcontractors or subconsultants.
 - Provide résumés with job descriptions and other detailed qualification information on all key personnel who will be assigned to the project, including any subcontractors or subconsultants.

All key personnel includes (but is not limited to) all partners, managers, Project team members and other professional or technical staff that will perform work on the Contract.

Request for Proposals Certification and Addenda Acknowledgment – must be signed.

Disclosure of Subcontractors and Suppliers Submittals 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.

Drug Free Workplace Certificate – A sworn, notarized Drug Free Workplace Certificate must accompany each offer or alternate offer.

Document Checklist - Must be signed by a member of the firm, responsible for the submittal.

Proof of Insurability - as noted in Section 1.5. Insurance Certificate noting Marion County as Additional Insured is REQUIRED within ten (10) days of notification of award, and prior to contract execution.

1.4 PROPOSAL SPECIFICATIONS:

- **One (1) Original Document** – shall have original signatures and be clearly noted as **ORIGINAL** on the outer cover.
- **Plus three (3) Complete Copies of Original Document** – (copies of original submittal including any additional materials/enclosures provided) clearly noted **COPY** on the cover.
- **Plus one (1) Complete Electronic Copy of Original Document** – **one (1) CD (or thumb/jump drive)** shall be provided which includes any samples, literature or other inclusions, with all required documents **having authorized signatures**, but shall ***exclude any P&L/financial information*** if applicable to this project. When required, financial information must be sent separately in a sealed envelope and marked “NOT PUBLIC RECORD.” ***The entire proposal shall be in a single document, in a .pdf (portable document format) file type.*** The CD shall be labeled with the firm name, solicitation number, and packaged in a paper or vinyl sleeve ONLY.
- **Page Limit** – None, if not otherwise specified herein this document.
- **Page Size** – 8 ½ x 11; oversized or pullout pages must be folded down to meet this size.
- **Binding** – shall be neat and professional, and appropriate for the document’s thickness.
NO THREE RING BINDERS.

1.5 INSURANCE REQUIRED:

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 AM 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.

1.6 AWARD

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.

After-Event Cleaning Services for the Marion Oaks Community Center RFP 11P-046

PART 2 SCOPE OF SERVICE

Marion County is requesting that qualified, responsible, and professional contractors return proposals so that it may select for Contract a single contractor to provide cleaning services at the current Marion Oaks Community Center following public and private event usage. It is the County's expectation that the contractor selected will have its contract amended to include the new facility, upon completion of construction (estimated June, 2011), however is not a guarantee of additional work. The Contract term shall be effective upon the date of the Marion County Board of County Commissioners' award, 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) of the contractor, mutual agreement, and Board approval. The contract shall not run longer than five (5) years.

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

1. Budget for cleaning service in the current location is approximately \$11,000 annually.
2. The number of events or functions at the Marion Oaks Community Center varies; there is no guaranteed minimum or maximum number of events guaranteed monthly.
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 12:00AM. 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). References **must be complete** and include, name of business, contact person, telephone number and email address if available.
8. Vendor must be in good standing with Marion County MSTU/Assessment Department, Marion Oaks Community Center, and Marion County Procurement Department.

AREA #1 - ARTS & CRAFTS ROOM

Room size measures approximately 24 ft. x 38 ft. Floor composition is vinyl 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 also 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.

After-Event Cleaning Services for the Marion Oaks Community Center RFP 11P-046

PART 3 EVALUATION PROCESS AND CRITERIA

A selection committee appointed and approved in accordance with the Marion County Procurement Code will review all submittals and make a recommendation to the Board of County Commissioners based upon the established evaluation criteria. A selected group of Contractors may be required to make an oral presentation to the Selection Committee. Such a presentation will provide an opportunity for the Contractors to clarify the information provided in their proposal. The Selection Committee will present its recommendations to the Board of County Commissioners, which has the authority to make the final determination and award contracts. Submittals will be evaluated on a **WEIGHTED BASIS**. The County reserves the right to make selections based on the submittals only or to request presentations before determining the final ranking. The criteria listed on the following page will be used in the evaluation process to determine the successful respondent.

- A. COMPANY/CONTRACTOR QUALIFICATIONS AND CAPABILITIES** - The ability and capability of contractor to perform services of this type. Weight for this category is 10.
- B. QUALIFICATIONS AND ABILITIES OF PROFESSIONAL PERSONNEL** - To include organization profile and proposed staff/team; specific names and functions of personnel assigned to the project; resumes of personnel assigned to the project. Weight for this category is 6.
- C. CLIENT REFERENCES (FOR SIMILAR COMMERCIAL CLEANING APPLICATIONS)** - To include number of references included. Weight for this category is 5.
- D. COMPLETENESS OF PROPOSAL** – To include that all information is complete, and included as specified in this RFP (all items on the Document Checklist are included), in the format specified. Weight for this category is 5.
- E. EXPERIENCE ON SIMILAR PROJECTS** - Each similar project description must include a list of the proposed team who worked on the project (**MUST BE COMMERCIAL APPLICATIONS**). Weight for this category is 5.
- F. CONTRACTOR LOCATION** - To include if the contractor has a Marion County, Florida office or has subcontractors located in Marion County, Florida. Weight for this category is 7.
- G. ABILITY TO RESPOND TO SCHEDULE TIMELY** – To indicate whether the contractor can respond timely to the department's request for services, and also that a schedule has been provided outlining the amount of time necessary to complete the identified tasks. Weight for this category is 10.
- H. FEE SCHEDULE/COST PROPOSAL** – To include the total cost of service, and that cost is within the budget allowance and appropriate for the services provided. Weight for this category is 7.

Negotiations for projects will be held with the most qualified contractor for compensation which the County determines is fair, competitive, and reasonable. The County shall require the contractor receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Should the the County be unable to negotiate a satisfactory contract with the contractor considered to be the most qualified at a price the County determines to be fair, competitive, and reasonable, negotiations with that contractor will be formally terminated. The County reserves the right to either continue negotiations with the second ranked contractor and so forth accordingly, or to terminate the negotiation process.

After-Event Cleaning Services for the Marion Oaks Community Center RFP 11P-046

PART 4 SUBMITTAL DOCUMENTS

DOCUMENT CHECKLIST:

The items included, but not necessarily limited to those in this checklist are required as part of the submittal package for this project. Complete and updated documents will enable your submittal to receive the highest score possible. Items which are incomplete, unclear, incorrect, or non-responsive may subject your proposal to an evaluation score of “zero” for that category which the documentation is required. Refer to the required documents (Section 1.3) and Evaluation Criteria (Part 3) to ensure all required documents are included; this checklist is only a guide, and the responsibility of including all required documents lies with the vendor.

GENERAL SOLICITATION REQUIREMENTS:

- ____ Completed Submittal Cover Page
- ____ Table of Contents
- ____ Executive Summary
- ____ Statement of Qualifications
- ____ References (minimum of **5 COMMERCIAL**)
- ____ Pricing Proposal Page
- ____ Completed Request for Proposals Certification and Addenda Acknowledgment
- ____ Disclosure of Subcontractors and Suppliers
- ____ Completed Drug-Free Workplace Certificate
- ____ Certificate of Insurability – including minimum grade and limits, including NAIC#s
- ____ Appropriate number of hard-copy submittals (original & copies marked as such)
- ____ Electronic copy (CD or thumb/jump drive) of proposal in a single .pdf document

EVALUATION CRITERIA REQUIREMENTS:

Items in the list below, which also appear on the General list (above) shall only be scored once. A non-responsive category or lack of information may subject the submittal to a score of “0”; maximum point value is “5” - that point value is multiplied by the weight noted for each requirement for a total score.

- ____ Company/contractor qualifications and capabilities
- ____ Qualifications and abilities of personnel
- ____ Contractor office and/or responding staff location

The following checklist has been verified by me as complete, and I acknowledge any missing/incomplete documents are subject to the appropriate evaluation score:

Printed name of representative

Signature

Date

This document must be completed and returned with your Submittal

SUBMITTAL COVER PAGE

Company Information

Legal Name of Contractor: _____

Federal Employer Identification Number: _____ OR Social Security Number: _____

State of Florida Applicable License Number: _____

Check one: Corporation* Partnership Proprietorship Joint Venture

Sole Corporation _____ Other (explain) _____

*If Corporation Date of Incorporation: _____ State of Incorporation: _____
States registered in as foreign Corporation: _____

Point of Contact for all Communication Relating to this Submittal

Print Name: _____ Title: _____

E-mail address: _____

Mailing Address: _____
(including City, State, ZIP)

Street Address (if different): _____
(including City, State, ZIP)

Telephone: _(_____) _____ Fax: _(_____) _____

Authorized Representative (if different)

A sample copy of the Contract "Agreement Between Owner and Firm" is included in this solicitation for your review. Submitting a proposal accepts all terms and conditions in the Contract, and the following people shall be authorized to sign on behalf of the Company:

Print Name: _____ Title: _____

Print Name: _____ Title: _____

If *Corporate Officer*, list title (Sec, Treas, VP, Pres).

If *Sole Officer*, so indicate.

Persons not Officers must provide proof of the authority to sign for the Company WITH THE SUBMITTAL.

This document must be completed and returned with your Submittal

SUBMIT TO: Marion County BCC Procurement Services Department 2511 SE Third St Ocala, FL 34471 (352) 671-8444	MARION COUNTY REQUEST FOR PROPOSAL CERTIFICATION and ADDENDA ACKNOWLEDGMENT
TITLE: After-Event Cleaning Services for the Marion Oaks Community Center	RFP NO. 11P-046
VENDOR NAME	PHONE NUMBER

PAYMENT TERMS:

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 *Visa* 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, the undersigned, certify I have reviewed all General Conditions listed herein, and additionally received the addenda listed below (list all addenda received to date). I understand timely commencement may be considered in award of this Request for Proposals (RFP), and cancellation of award will be considered if commencement time is not met, and untimely commencement may be cause for assessment of liquidated damages claims. I further certify the services will meet or exceed the RFP requirements. I, the undersigned, declare I have carefully examined the RFP, 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 further declare I have not divulged, discussed or compared this RFP with any other Offeror and have not colluded with any Offerors or parties to an RFP whatsoever for any fraudulent purpose.”

_____ Addendum# _____ Addendum# _____ Addendum# _____ Addendum# _____ Addendum#

I certify this RFP is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an RFP 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 RFP and certify I am authorized to sign this response and the offer is in compliance with all requirements of the RFP, including but not limited to, certification requirements. In conducting offers with an agency for Marion County Board of County Commissioners, respondent agrees if this RFP 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 they are in the process of preparing bonds.

By signing this Form, all General Conditions included with this solicitation are acknowledged.

_____ AUTHORIZED AGENT, TITLE (PRINT) _____ AUTHORIZED SIGNATURE _____ DATE

This document must be completed and returned with your Submittal

DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS

Name of Contractor Submitting Proposals

(Printed or Typed)

Name of Person Submitting Proposals

(Printed or Typed)

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: _____

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 bid 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 bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea 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

Print or Stamp Company Name

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 document 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.

SAMPLE AGREEMENT BETWEEN OWNER AND FIRM

This Agreement, made and entered into XXX, by and between Marion County, a political subdivision of the State of Florida, (hereinafter referred to as the "COUNTY") and XXX, located at XXX, XXX, possessing FEIN# XXX (hereinafter referred to as the "FIRM") under seal for the XXX, (hereinafter referred to as the "PROJECT"), and the COUNTY and the FIRM hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, the COUNTY and FIRM (the "PARTIES") hereto agree as follows:

Section 1 – Term. This Agreement shall commence upon XXX, with substantial completion within XXX days.

Section 2 – Scope of Services. As per specifications and requirements of project XXX, the FIRM shall complete the scope of services listed below according to the timeframe as noted herein.

Section 3 – Compensation. The COUNTY shall make payment to the FIRM in the amount of \$XXX upon completion of the services described in Section 2 of this agreement.

Section 4 – Laws, Permits, and Regulations. Prior to the performance of any work hereunder, the FIRM shall obtain and pay for all licenses and permits, as required to perform the services described in Section 2 of this Agreement. FIRM shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the services provided under this Agreement.

Section 5 – Assignment. The FIRM may not subcontract all or any part of this Agreement to without written approval by the COUNTY.

Section 6 – Notices. Except as otherwise provided herein, all notices and other communications provided for hereunder shall be in writing and sent by certified mail return receipt requested, or by hand deliver, and shall be deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid or if hand delivered, when personally handed to the Party to whom the notice or other communication is addressed, with signed proof of delivery. The COUNTY'S and the FIRM'S representatives for notice purposes are:

FIRM:
COUNTY:

A copy of all notices to the COUNTY hereunder shall also be sent to:

County Administrator
Procurement Director

Section 7 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 8 – Books and Records. The FIRM shall keep records of all transactions. The COUNTY shall have a right to review such records at the FIRM'S office during normal business hours.

Section 9 – Indemnification. The FIRM shall indemnify and hold harmless the COUNTY, its officers, employees and agents from all suits, claims, or actions of every name and description brought against the COUNTY based on personal injury, bodily injury (including death) or property damages received or claimed to be received or sustained by any person or persons arising from or in connection with any negligent act or omission of the FIRM or its employees, officers, or agents in performing the services set forth herein.

Section 10 – Insurance. During the period the services are rendered, insurance policies shall be with a company or companies authorized to do business in the State of Florida. The County shall be notified if any policy limit has eroded to one half its annual aggregate. The FIRM shall provide a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an AM Best Company rating of at least B+. All policies must show the "Marion County Board of County Commissioners" as an Additional Insured except for the workers compensation and professional liability policies. The Procurement Services Director should be shown as the Certificate Holder, and the Certificate should provide for 30 day cancellation notice to that address with policies for the following:

Business Auto Liability shall be provided by the FIRM 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, hired and non-owned automobiles.

Worker's Compensation shall be purchased and maintained by the FIRM with statutory limits and employers liability limits of at least \$1,000,000 each accident and \$1,000,000 each employee and \$1,000,000 policy limit for disease.

General Liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000.00 annual aggregate. The policy must be maintained by the FIRM for the duration of the project. If the policy is written on a claims-made basis, the FIRM must maintain the policy for a minimum of 5 years following the completion of the project. The County of Marion must be shown as an additional insured.

Section 11 – Independent FIRM. In the performance of this Agreement, the FIRM will be acting in the capacity of an "independent FIRM" and not as an agent, employee, partner, joint venturer, or associate of the COUNTY. The FIRM shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by the FIRM in the full performance of this Agreement.

Section 12 – Default/Termination. In the event the FIRM fails to comply with any of the provisions of this Agreement, the COUNTY may terminate this Agreement for cause by first notifying the FIRM in writing, specifying the nature of the default and providing the FIRM with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, the COUNTY thereafter may terminate this Agreement upon written notice to the FIRM without prejudice to the COUNTY in terms of any right or for cause; the COUNTY will be responsible for compensation to the FIRM only for the termination date. The COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to the FIRM. In the event of termination of this Agreement without cause, the COUNTY will compensate the FIRM for all services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. Notwithstanding any other provision of this Contract, this Contract may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. County shall have no further obligation to FIRM, other than to pay for services rendered prior to termination.

Section 13 – Timely Performance. All work will commence upon authorization from the County's representative. All work will proceed in a timely manner without delays.

Section 14 – Damage to Property. The FIRM shall be responsible for all material, equipment and supplies sold and delivered to the Owner under this Contract and until final inspection of the work and acceptance thereof by the Owner. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed prior to final inspection and acceptance, the FIRM shall replace the same without additional cost to the Owner.

Section 15 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. 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.

Section 16 – Miscellaneous. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein:

The remainder of this document is for signatures and has been removed for this sample

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 Proposal 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 Proposals 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 RFP, 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 RFP, 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 RFP 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-Proposal Conference, mailed or sent by available or electronic means to all attending prospective Submitters prior to the established RFP opening date. Each Vendor shall acknowledge receipt of such addenda in the space provided. In case any Proposer fails to acknowledge receipt of such addenda or addendum, his offer 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 RFP FORMS and each Proposer 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 RFPs are opened. In the case of unit price items, the quantities of work to be done and materials to be furnished under this RFP Contract are to be considered as approximate only and are to be used solely for the comparison of RFPs 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 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 RFPs, will be available for public inspection ten days after opening of the RFPs 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 RFPs must make an appointment by calling the Marion County Procurement Services Department at (352) 671-8444. All RFPs 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 RFP, 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 RFP, all Vendors shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the work for which their RFP 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 RFP or of any other Bidder, or to fix any overhead, profit, or cost elements of the RFP price or the RFP 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.

PROPOSER 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 RFP, 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 RFP will not relieve the Bidder from including any required documents with this RFP.

EXAMINATION OF BID DOCUMENTS: Each Bidder shall carefully examine the RFP 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 USPS.

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 RFP 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 PROPOSALS:

Signature of the Bidder: The Bidder must sign the RFP 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 RFP on behalf of the corporation must be stated and evidence of his authority to sign the RFP must be submitted. The Bidder shall state in the RFP FORMS the name and address of each person interested therein.

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

FORM. In the event that there is a discrepancy on the RFP FORM due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount.

OBLIGATION OF WINNING BIDDER: The contents of the RFP of the successful proposer 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 Proposals. However, Proposals must be firm and valid for award for at least **ninety (90) calendar days** after the deadline for receipt of the RFP.

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 Proposers prior to issuance of a contract. All costs to prepare and submit a response to this RFP shall be borne by the Proposer.

TIMELINESS: All work will commence upon authorization from the County's representative (Marion County Purchasing 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.

ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES ("PIGGY-BACK"):

The Vendor by submitting a Bid 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 offered in this Bid, 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.

PLANS, FORMS & SPECIFICATIONS: RFP Packages are available from the Marion County Procurement Services Department. These packages are available for pickup or by e-mail at no additional charge. RFP packages will not be faxed. If requested to mail, the Bidder must supply a courier account number (UPS, FedEx, etc). Bidders are required to use the official RFP 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. RFP 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 Proposer may offer any brand for which he is an authorized representative, which meets or exceeds the RFP specification for any item(s). If RFPs are based on equivalent products, indicate on the RFP FORM the manufacturer's product name and literature, and/or complete specifications. Reference to literature submitted with a previous RFP 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. RFPs which do not comply with these requirements are subject to rejection. RFPs 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 RFP 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 Purchasing Director, or designated representative.

QUANTITIES: Any quantity specified in this RFP is estimated 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, RFP 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.

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.

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.

THE FOLLOWING CONDITIONS ARE ACKNOWLEDGED BY YOUR SIGNATURE ON THE REQUEST FOR PROPOSALS CERTIFICATION and ADDENDA ACKNOWLEDGMENT