



**Marion County Board of County Commissioners**  
**Procurement Services Department**  
**2631 SE Third St**  
**Ocala, FL 34471**  
(352) 671-8444 (main)  
(352) 671-8451 (fax)  
[Procurement@MarionFL.org](mailto:Procurement@MarionFL.org) (general e-mailbox)

**RFQ 23Q-005: Pressure Washing & Painting Contract Services**

**TERM:** Three (3) years with the option to renew for one (1) additional year.

Marion County Procurement Services will continue to conduct all formal bid openings and Selection Committee Meetings via videoconference on WebEx, and most Pre-Bid/Pre-Award Meetings via teleconference, until further notice. **\*\*Please note that this information may change at any time and with very little notice.**

For questions relating to this solicitation, contact: Jodi Shoemaker | [Jodi.shoemaker@marionfl.org](mailto:Jodi.shoemaker@marionfl.org)

**LAST DAY FOR QUESTIONS:** October 5, 2022, 12:00PM

**\*\*\*SUBMITTALS WILL ONLY BE ACCEPTED ELECTRONICALLY THROUGH THE DEMANDSTAR SYSTEM. ALL OTHER SUBMITTALS WILL NOT BE OPENED\*\*\***  
**DUE DATE:** October 13, 2022, 3:00PM

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

**ADDENDA ACKNOWLEDGMENT:** Prior to submitting my offer, I have verified that all addenda issued to date are considered as part of my offer: Addenda received (list all) # \_\_\_\_\_

Company Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Primary E-mail address (required): \_\_\_\_\_

Secondary E-mail address (required): \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ FEIN: \_\_\_\_\_

Indicate whether your firm accepts Visa for payment award of this contract: (circle) **YES / NO**

My submittal contains pages which are considered proprietary or confidential: **YES / NO**

*By noting "yes," firm acknowledges its responsibility to identify pages as such on all sets. Information may be subject to public records request if the notation does not meet FL Statutes 119.07 definition; subject to County Procurement or Legal opinion.*

By signing this form, I acknowledge I have read and understand, and my firm complies with all General Conditions and requirements set forth herein:

**SIGNATURE OF AUTHORIZED REPRESENTATIVE** \_\_\_\_\_

**DATE SUBMITTED** \_\_\_\_\_

*This document must be completed and returned with your Submittal*

**RFQ 23Q-005**  
**Pressure Washing & Painting Contract Services**

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# **RFQ 23Q-005**

## **Pressure Washing & Painting Contract Services**

### **PART 1 - SCOPE OF WORK**

#### **BACKGROUND**

Marion County Florida is located about 35 miles northwest of Orlando. The population is approximately 354,353. Its county seat is Ocala. Marion County comprises the Ocala, Florida metropolitan statistical area. It includes parts of the Ocala National Forest, which also extends into three (3) other counties. Marion County is 1,663 square miles. Marion County Facilities Management maintains over 370 buildings, which is approximately 3,200,000 square feet under roof.

As a professional service, Marion County is seeking the best-qualified firm or firms to provide painting and pressure washing services to Marion County. Marion County reserves the right to award to multiple vendors for the services listed above if it is in the best interest of the County.

#### **DESCRIPTION**

Perform painting services on an as needed basis to Marion County owned and leased buildings. Contractor must be qualified by Sherwin Williams and PPG painting manufacturers for proper application of their respective products to provide full warranty and product compatibility for use on each project.

#### **PRESSURE WASHING:**

Protect surrounding area from overspray or damage from chemicals used.

Provide barriers to keep staff and citizens away from area being cleaned or perform work outside of normal business hours as required for the completion of projects. If working at night, provide adequate lighting to perform quality cleaning and final product.

Soft Washing system.

All materials used for this contract must be used according to manufacturer instructions. Detergents, degreasers and other chemicals used must be appropriate for the surface being cleaned. Contractor should provide a list of equipment owned and chemicals they plan to use for cleaning with their proposal. MSDS data sheets must also be included for all chemicals used in the cleaning process.

#### **SURFACES**

- All Painted Surfaces
- Brick Pavers/Masonry
- Steel/Aluminum
- Vinyl Siding
- Cellular PVC
- Stucco
- EIFS (Exterior Insulation and Finishing System)
- Natural Wood
- Rust Removal – as requested by Marion County Facilities
- Concrete

All surfaces must be cleaned with the appropriate pressure and water temperature per manufacturer/ material recommendations.

## **PAINTING:**

### **SURFACE PREPARATION**

1. All surfaces are to be prepared and cleaned in accordance with the paint manufacturer's instructions and as herein specified for each substrate condition. Mechanical fasteners, staples, tacks, tape or any other object which is no longer in use shall be removed and appropriate repairs completed before painting begins.
2. All surfaces shall be scraped to remove all loose or peeling paint to a point of solid fixed substrate. Remove all deposits which may affect the adhesion of the new paint or show through, such as dirt, grease, scale, and loose or peeling paint. Where loose or peeling paint has been removed, feather edges so that edges will not show through.
3. Marion County only accepts low VOC paint used in all interior applications.
4. Sand, fill voids and prime all surfaces.

### **NEW WORK**

- Apply minimum of two top coats or as specified by project documents and manufacturers requirements
- Perform complete cleanup of all areas of project scope to include pathways to and from work area.
- Provide County with minimum of 1 gallon of each product or 5% of total project as attic stock
- The Contractor is responsible to supply any ladders, scaffold, or other equipment as required to complete the project. All equipment must be in proper working condition and utilized as outlined by the manufacturer's directions.
- Finish work shall be uniform, of color, and free from defective brushing, spraying or rolling
- Attend final acceptance walk of project prior to final payment.

### **REPAIR/REMODEL**

- Apply minimum of two top coats or as specified by project documents and manufacturers requirements
- Drop cloths must be used to cover floors, base molding, stair treads, windows, appliances; drips and spills must be cleaned up. Sinks and countertops will be left as found prior to work.
- The Contractor shall protect the equipment, floors, furniture and any other property which could be affected by the work specified in the project.
- The Contractor shall provide "Wet Paint" signs and any other safety precautions as required by law and protect newly painted surfaces with signs or other devices.
- The Contractor is responsible to properly ventilate the work area. This can be done by opening windows, doors, using fans or air moving devices to reduce the off-gas exposure to Marion County clients and personnel. Facilities Management shall provide and review the proper security measures required for project specific ventilation methodology.
- The Contractor is responsible to supply any ladders, scaffold, or other equipment as required to complete the project. All equipment must be in proper working condition and utilized as outlined by the manufacturer's directions.
- Perform complete cleanup of all areas of project scope to include pathways to and from work area.
- Provide County with minimum of 1 gallon of each product or 5% of total project as attic stock
- Finish work shall be uniform, of color, and free from defective brushing, spraying or rolling
- Attend final acceptance walk of project prior to final payment

## **QUALIFICATIONS**

1. Contractor must provide proof of current State of Florida Contractor License. Said license shall be in the Contractor's name. Upon notification, Contractor shall provide copies of all applicable licenses.

2. Contractor shall provide a list of employees available to perform the services. The list must contain for each trade: employee's name, copy of certification, work history, length of time in current position, and length of time with current employer. Must provide Marion County Facilities Management a primary contact.

3. Contractor shall provide a list of references for work performed from at least five (5) customers within the last five (5) years, which comparable in size and complexity to the scope of work in this project. These references should be from customers for which the proposed contractor has performed painting trade work for – i.e. commercial and industrial type work. The customer should also have been contracted with the proposed contractor for a minimum of one year. Each reference shall include brief description of work provided, length of time under contract, contact person, telephone number, and email address. Must provide three (3) reference letters for the primary contact.

## **SPECIFICATIONS**

Work proposals will be approved once an email is sent to the contractor from a Facilities Management representative accepting the work and cost in the proposal before any work can commence. The proposal shall include a "not to exceed" price for material cost plus 10%. The final bill should only include actual hours worked and receipts for equipment/materials purchased/rented with the 10% markup.

If the scope of work changes during the accepted proposed work, a new proposal shall be submitted by the firm and once again approved by the Facilities Management representative.

The successful firms shall bill hourly rates which are dependent on the time the work commences. Should services be requested during the normal schedule business work day, the regular rate shall be used. However, should the work continue beyond the regularly scheduled work day, only the hours worked after 5:30 p.m. shall be billed at the overtime rate (1.5-hour standard rate). For example, should a work request be issued for services to begin at 2:00 pm and the work continues until 7:00 pm, the invoice shall reflect a standard rate for the service from 2:00 pm until 5:30 pm and an overtime rate for the services from 5:30 p.m. to 7:00 p.m. Should a work request be issued after regularly scheduled work hours, the overtime rate will prevail until 7:00 a.m. of the next normal work day and will then revert to straight time rates. Time cards shall be submitted with all bills and must match hours and rate being billed along with the employee's name.

All work under this contract shall be performed by the contractor's regular employees. Subcontracting of work is not allowed without consent from Marion County Facilities Division. All employees performing any services under this contract will be required to pass a level 1 background check performed by the Marion County Sheriff's Office and sent to Facilities Management prior to award.

Hourly rates shall include administration, vehicle and any associated costs for each employee.

Any equipment or material required to perform work requested by the County shall be billed at cost plus 10% markup. Receipts shall be submitted with final bill to match any equipment or material being billed.

Facilities Management reserves the right to request lump sum when it is in the best interest of the County. The successful contractor will be expected to be available to provide services immediately upon issuance of a Notice to Proceed or email.

The Contractor must comply with all local and State and Federal laws, rules and regulations for their trade and possess the applicable valid State of Florida License. It shall be the responsibility of the Contractor to supply all necessary tools and equipment to perform the work as requested to the extent supplies, materials, and parts are required to perform the work. The Contractor shall be responsible for obtaining such supplies, materials and parts if not provided by the County. Such supplies, materials and parts shall be of new quality and the cost of such shall be billed as reflected in the proposal from the Contractor.

- Marion County Facilities Management reserves the right to direct purchase equipment.

### **WARRANTY**

Unless otherwise specified, the Contractor agrees that the services furnished under this contract shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this solicitation. A minimum of 1-year labor and 5 years material warranty is required on all services rendered to the county.

# FEE SCHEDULE

## Service Work Hourly Rate Painter

Group	Description	Unit	Regular Working Hours	Overtime/Emergency Hours
1	Master Painter	Hrs.	\$	\$
2	Journeyman	Hrs.	\$	\$
3	Apprentice	Hrs.	\$	\$
4	Pressure Washer Operator	Hrs.	\$	\$

This document must be completed and returned with your Submittal

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Contractor Name/Representative

# RFQ 23Q-005 Pressure Washing & Painting Contract Services

## RESUMES OF KEY INDIVIDUALS

***Use one page per individual - use additional pages as necessary***

Name of Individual: \_\_\_\_\_

Title and/or Position: \_\_\_\_\_

Indicate if individual is authorized to sign contracts on behalf of the Firm: \_\_\_\_\_

Name of Company	Office Location	City of Residence	Years of Experience in Field	Years with this Firm

**Education / Certifications / Registration**

Describe Related Experience Within the Last 5 Years and your SPECIFIC ROLE  This Firm  Previous Firm

Project Descriptions –

Project Descriptions –

Project Descriptions –

**Description of Equipment/Hardware Software Familiarity and Significant Accomplishments**

***This document must be completed and returned with your Submittal***

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**DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS**

**\*\*\*USE ADDITIONAL PAGES, IF NECESSARY\*\*\***

**Name of Firm** \_\_\_\_\_

Please list all subcontractors and suppliers to be used in connection with your performance of the Contract. The County reserves the right to accept or reject any subcontractor based on past performance, location, or any other grounds that may conflict with the best interests of Marion County Board of County Commissioners.

Sub Name: \_\_\_\_\_

Point of Contact: \_\_\_\_\_ Phone Number \_\_\_\_\_

Physical Office Address: \_\_\_\_\_

Email Address \_\_\_\_\_

County in which business is registered as an entity: \_\_\_\_\_

Firm's % of Workload/Responsibility under this project \_\_\_\_\_

Firm is a  Joint Venturer (partner in this project)  Subcontractor\* FEID #: \_\_\_\_\_

\*If above is a Subcontractor, the Prime intends to use the proposed firm for the following task(s):

Sub Name: \_\_\_\_\_

Point of Contact: \_\_\_\_\_ Phone Number \_\_\_\_\_

Physical Office Address: \_\_\_\_\_

Email Address \_\_\_\_\_

County in which business is registered as an entity: \_\_\_\_\_

Firm's % of Workload/Responsibility under this project \_\_\_\_\_

Firm is a  Joint Venturer (partner in this project)  Subcontractor\* FEID #: \_\_\_\_\_

\*If above is a Subcontractor, the Prime intends to use the proposed firm for the following task(s):

Sub Name: \_\_\_\_\_

Point of Contact: \_\_\_\_\_ Phone Number \_\_\_\_\_

Physical Office Address: \_\_\_\_\_

Email Address \_\_\_\_\_

County in which business is registered as an entity: \_\_\_\_\_

Firm's % of Workload/Responsibility under this project \_\_\_\_\_

Firm is a  Joint Venturer (partner in this project)  Subcontractor\* FEID #: \_\_\_\_\_

\*If above is a Subcontractor, the Prime intends to use the proposed firm for the following task(s):

\*Use additional pages in necessary to list ALL Subcontractors and Suppliers

***This document must be completed and returned with your Submittal***

**SIMILAR WORK DETAIL**

Provide at least three (3) unique references **for similar work** that your company has completed.

Entity Name:	
How the scope of work applies to this RFQ:	
Entity Address:	
City, State, ZIP:	Phone Number:
Point of Contact:	E-mail:
<b>FOR COUNTY USE ONLY BELOW THIS LINE</b>	
Work completed on-time:	Work completed within contracted budget:
Work completed in accordance with SoW:	Work completed in a professional manner:

Entity Name:	
How the scope of work applies to this RFQ:	
Entity Address:	
City, State, ZIP:	Phone Number:
Point of Contact:	E-mail:
<b>FOR COUNTY USE ONLY BELOW THIS LINE</b>	
Work completed on-time:	Work completed within contracted budget:
Work completed in accordance with SoW:	Work completed in a professional manner:

Entity Name:	
How the scope of work applies to this RFQ:	
Entity Address:	
City, State, ZIP:	Phone Number:
Point of Contact:	E-mail:
<b>FOR COUNTY USE ONLY BELOW THIS LINE</b>	
Work completed on-time:	Work completed within contracted budget:
Work completed in accordance with SoW:	Work completed in a professional manner:

***This document must be completed and returned with your Submittal***

# CONFLICT OF INTEREST STATEMENT

Florida Statute §112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the County either directly or indirectly. Therefore, please indicate if the following applies:

## PART 1.

- I am an employee, public officer, or an advisory board member of the County (LIST).  
NAME: \_\_\_\_\_
- I am the spouse or child of an employee, public officer or advisory board member of the County.  
NAME: \_\_\_\_\_
- An employee, public officer, or advisory board member of the County, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of any business entity. For the purposes of FS §112.313, indirect ownership does not include ownership by a spouse or minor child.  
NAME: \_\_\_\_\_
- Respondent employs or contracts with an employee, public officer, or advisory board member of the County.  
NAME: \_\_\_\_\_
- Principal or Agent is former employee of MCBCC with less than one (1) year of inactive service.  
NAME \_\_\_\_\_
- NONE OF THE ABOVE

## PART 2.

Are you going to request an advisory board member waiver?

- I will request an advisory board member waiver under FS §112.313(12)
- I will NOT request an advisory board member waiver under FS §112.313(12)
- N/A

The County shall review any relationship which may be prohibited under the Florida Ethics Code and will disqualify any vendor whose conflicts are not waived or exempt.

COMPANY \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

*This document must be completed and returned with your Submittal*

**RFQ 23Q-005**  
**Pressure Washing & Painting Contract Services**  
**PART 2 - INTENT AND GENERAL INFORMATION**

Thank you for your interest in working with Marion County. We look forward to working with you. Pertinent information and required documents regarding this solicitation as part of a responsive submittal are listed below:

**2.1 REQUEST FOR QUALIFICATIONS:**

The Marion County Procurement Services Department on behalf of the Board of County Commissioners is soliciting letters of interest for statements of qualifications for this project. Marion County expects interested individuals and firms will make every effort to assemble a team with the requisite expertise and qualifications to supply the product or service.

**SELECTION COMMITTEE APPOINTMENT AND SUBMITTAL EVALUATION PROCESS:**

Proposals will be evaluated by an Administration-approved Selection Committee, or the using Director with concurrence from the Assistant County Administrator (ACA). In all cases, firms will be evaluated based on the criteria herein. In cases where there is only a single response, or the only responding firm(s) is the County's incumbent provider, the using Director and ACA may recommend some/all/none of the respondents qualified for the type of work.

**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.

**2.2 HOW TO SUBMIT A REQUEST FOR QUALIFICATIONS (RFQ):**

DEADLINE for receipt of submittals in response to this Request for Proposals is listed on the Invitation's Cover Page.

**Due to cybersecurity concerns, all submittals must be entered in electronically through [DemandStar](#)** (click on DemandStar text for direct link to Marion County Procurement Services current procurement opportunities). The DemandStar system will ensure all submittals will remained sealed in their system until the due date. Once the due date is reached, submittals will may be opened electronically. Any submittals not entered electronically through DemandStar will not be opened.

**2.3 SUBMITTAL OPENING PROCESS:**

Proposals will be opened on or as reasonably feasible after the Due Date, after which time a Respondents' List will be prepared and uploaded to DemandStar. A Selection Committee Meeting will be set when the Committee has had sufficient time to review all submittals. The Selection Committee Meeting will be noticed on DemandStar (only), and after the Committee makes its recommendation, all responding firms will be notified of intent.

**2.4 SUBMITTAL REQUIREMENTS AND EVALUATION OF PROPOSALS:**

Proposals will be reviewed, and evaluated by a Selection Committee based upon the criteria below, and as supported by the firm's documentation for the requirements within each tab. The Selection Committee or using Director will make recommendation to short-list, accept, and/or negotiate with any, all, or none of the firms, or a selected group of firms may be required to make presentations. Such presentations may provide opportunity for the firms to clarify the information provided in their proposal. If presentations are given, the final decision of the Selection Committee will be based on the tabulation from the presentations. The County reserves the right to make selections based on the submittals only or to request presentations before determining final ranking. Procurement will notify the firm(s) of recommendations, and will present to the Board of County Commissioners, or in some cases the County Administrator, both of whom have the authority to make the final determination and award contracts.

## SCORING GUIDELINES:

All submittals received in accordance with this solicitation will be evaluated using the following scoring guidelines (multiplied by weights when applicable) unless other scoring is specifically identified in the category:

- 0 *Non-Responsive* – Included no information on subject criteria; blank; unacceptable
- 0 *Poor* - Indicated responses, but indecipherable or incomplete for subject criteria; unacceptable
- 1 *Fair* – Contained adequate information, but information is less than required of subject criteria; unacceptable
- 2 *Average* – Included minimum information requested in subject criteria; acceptable
- 3 *Good* – Response was thorough and complete for subject criteria; acceptable
- 4 *Excellent* – Response exceeds requested criteria; exceptional resources, staff, materials, etc.; excellent

**A. COMPANY/FIRM AND PROFESSIONAL PERSONNEL QUALIFICATIONS, CAPABILITIES** - The firm demonstrated its ability and capability to perform services as described in this RFQ. That the firm included its organization profile & proposed project management including specific names, functions and resumes of personnel assigned to the project (to include years of experience & years with the submitting company) and specific knowledge with regards to services under this RFQ. **Weight for this category is 15 (Min 0, Max 75\*)**

**B. CLIENT REFERENCES AND EXPERIENCE FOR SIMILAR PROJECTS** – That the firm included a minimum of three (3) favorable, applicable, and comparable references, and they represent the type of work requested for the scope under this RFQ, and for an agency similar in size and type to Marion County. The firm shall identify each similar project description's list of the proposed team members who worked on the project(s). **Weight for this category is 10 (Min 0, Max 50\*)**

**C. LOCATION** – Firms with a physical office location within Marion County shall receive 5 points; firms with a physical office location in an immediately surrounding location (Sumter, Citrus, Alachua, Lake, Putnam, Levy, Volusia) shall receive 3 points; firms with a physical office location within Florida shall receive 2 points; firms with no Florida office shall receive 1 point. **Weight for this category is 5 (Min 0, Max 25\*)**

**D. COST PROPOSAL** – Fees for services(s) proposed are within budgeted amounts, appropriate for the services offered, and within acceptable range of comparable service providers. **Weight for this category is 15 (Min 0, Max 75\*)**

**E. COMPLETENESS OF RESPONSE** – Professional presentation, correct e-file in ordered layout as directed, and all documents as required. **Weight for this category is 5 (Min 0, Max 25\*)**

\*Scores are per Committee Member; to gain maximum points, verify each item above is supported by all necessary and required documentation listed in the tabs below.

## HOW TO ASSEMBLE YOUR PROPOSAL:

The following documents and forms must accompany any offer submitted **in the order identified**, and will be the basis for Selection Committee evaluation and scoring for the criteria listed in Section 1.4. 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.

**\*\*Documents are included with this RFQ**

## SUBMITTAL LAYOUT/ORDER OF DOCUMENTS

- A. Firm Qualifications Statement/Introduction Letter
  1. How is your firm qualified to provide the required functions of this RFQ?
  2. Describe the approach or provide an outline to simply identify organization management and the responsibilities of management and staff performing on the Project; describe method employed to ensure prompt service, customer satisfaction, prompt complaint resolution, effective employee performance and training, and timely initiation and completion of all work.
  3. 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 Sub-Consultants intended for this project is, or has been involved within the last three (3) years.
- B. Letter from a financial institution with which the firm has conducted business for at least the last 12 months stating the firm is in good standing (this should be generic enough to not be considered confidential).
- C. **\*\*Resumes of key individuals and personnel assigned to project**
- D. **\*\*Similar Work Detail**
- E. The submittal shall contain *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 A- for the required insurance(s) listed below. Self-Insured companies that cannot be rated, will also be considered.

PROFESSIONAL LIABILITY INSURANCE - with limits of not less than \$1,000,000 per occurrence and \$2,000,000.00 annual aggregate. Higher limits may be required for projects valued in excess of \$5,000,000. Projects \$5,000,000 or more will need to be reviewed by COUNTY's Risk and Benefit Services Department to determine appropriate Professional Liability limits. The policy must be maintained by FIRM for the duration of the Project. If the policy is written on a claims-made basis, FIRM must maintain the policy for a minimum of 5 years following the completion of the Project.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.

- Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.
- The Contractor/Vendor, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- \$1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- \$2,000,000 each occurrence for Products and Completed Operations

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

- In the event the Contractor/Vendor does not own vehicles, the Contractor/Vendor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**NOTE!** If awarded a contract, vendor will be required to attain and provide a Certificate of Insurance that meets all requirements listed above, references the project number and shows Marion County named as additional insured.

- F. Proof of required license when applicable (firm is responsible to know which license is required for work under this RFQ)
- G. Proof of firm entity location (tangible tax listing, firm license or registration on [www.sunbiz.org](http://www.sunbiz.org), or other type of location documentation)
- H. Proof of firm's ability to do business in the State of Florida
- I. Proof of Firm's Registration with E-Verify
- J. W-9
- K. \*\*Conflict of Interest Statement
- L. \*\*Firm Certification Page/Addenda Acknowledgement/Cover Page
- M. \*\*Disclosure of Subcontractors and Sub-Consultants

**PROPOSAL SPECIFICATIONS, ASSEMBLY, AND SUBMITTAL:**

Proposal requirements

- **One (1) Original Document** – uploaded into DemandStar as a single .pdf file.
- **Page Limit** – None, if not otherwise specified herein this document.
- **Page Size** – 8 ½ x 11; oversized pages must be scanned to print out to appropriate page sizes, if necessary.

## Assembly requirements

- **Submitted in order of Submittal Layout as listed above** – documents should be scanned as PDF or similar format as one complete package.

## Submittal requirements

- **Complete package** – Complete package shall consist of all required information and documents as listed in Section 2.4 under Submittal Layout/Order of Documents.

## **2.5 DISCUSSIONS AND NEGOTIATIONS**

The County, in its sole discretion, may do any or all of the following:

1. Evaluate proposals and award a contract with or without discussions with any or all of the Proposers.
2. Discuss and negotiate anything and everything with any Proposer or Proposers at any time.
3. Request additional information from any or all Proposers.
4. Request one or more best and final offers from any or all Proposers.
5. Accept any Proposal in whole or in part.
6. Require a Proposer to make modifications to their initial Proposals.
7. Make a partial award to any or all Proposers.
8. Make a multiple award to any or all of Proposers.
9. Terminate this RFQ, and reissue an amended RFQ.

## **NEGOTIATIONS FOR PROJECTS:**

Will be held with the most qualified firm for compensation which the County determines is fair, competitive, and reasonable. Should the County be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the County determines to be fair, competitive, and reasonable, negotiations with that firm will be formally terminated. The County will then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the County will terminate negotiations. The County will then undertake negotiations with the third most qualified firm. Should the County be unable to negotiate a satisfactory contract with one of the top three firms, the County shall select additional firms in the order of their competence and qualification and continue negotiations until an agreement is reached.

## **2.6 PRIOR CONTRACT:**

The project's current or previous submittal and contract records are available as a Public Record; when requesting this information, reference #N/A.

## **2.7 BILLING COMPLIANCE:**

Firm should be able to provide a variety of options for invoice and statement formats to accommodate the specific needs of the County. Depending on the number of departments utilizing the contract, needs of the County can vary throughout the length of the contract. This may include the ability to separate County departments' or department divisions' billing to meet the needs of the County.

## **2.8 ACKNOWLEDGEMENT OF CONTRACTOR RESPONSIBILITIES:**

Contractor shall review and acknowledge all addenda issued to date on the Acknowledgement and Acceptance Form. I understand timely commencement may be considered in award of this Request for Qualifications (RFQ), and cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for assessment of liquidated damages claims. I further certify services will meet or exceed RFQ requirements. I, the undersigned, declare I have carefully examined the RFQ, specifications, terms and conditions as applicable, 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 RFQ with any other Offeror and have not colluded with any Offerors or parties to an RFQ whatsoever for any fraudulent purpose.

## **2.9 PUBLIC RECORDS COMPLIANCE SERVICES/CONSTRUCTION IF NO AGREEMENT**

**FIRM'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES.** Pursuant to Section 119.0701, F.S., FIRM agrees to comply with all public records laws, specifically to:

1. Keep and maintain public records required by the County to perform the service.

- The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See <https://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).
  - Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the County. FIRM's records under this Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided for by law. If a FIRM does not comply with the County's request for records, the County shall enforce the provisions in accordance with the contract.
  3. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the FIRM does not transfer the records to County.
  4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the FIRM or keep and maintain public records required by the County to perform the service. If the FIRM transfers all public records to the County upon completion of the contract, the FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the FIRM keeps and maintains public records upon the completion of the contract, the FIRM shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

**IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT MARION COUNTY PROCUREMENT AT (352) 671-8444, BY MAIL AT 2631 SE 3<sup>rd</sup> ST, OCALA, FL 34471 OR BY EMAIL AT [PROCUREMENT@MARIONCOUNTYFL.ORG](mailto:PROCUREMENT@MARIONCOUNTYFL.ORG).**

A FIRM who fails to provide the public records to the County within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

# RFQ 23Q-005

## Pressure Washing & Painting Contract Services

### PART 3 - GENERAL CONDITIONS - Revised 1/11/21

**3.1 PUBLIC ENTITY CRIME:** A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide 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.

**3.2 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.

**3.3 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.

**3.4 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.

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

**3.6 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.

**3.7 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.

**3.8 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.

**3.9 TAXES:** 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.

**3.10 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.

**3.11 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](http://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.

**3.12 OWNERSHIP OF SUBMITTALS:** All correspondence relating to or in reference to this ITB, and all 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 required documents with this Bid.

**3.13 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.

**3.14 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.

**3.15 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.

**3.16 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.

**3.17 PUBLIC RECORDS LAW:** Correspondence, materials and documents received pursuant to this ITB become public records subject to the provisions of Chapter 119, Florida Statutes. **DETAIL OF SUBMITTALS/PUBLIC RECORDS EXEMPTION:** §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.

**3.18 VERIFICATION OF TIME:** Atomic time is hereby established as the Official Time for Marion County Solicitations. All times stated in solicitation generated by the Marion County Procurement Services Department will refer to atomic time.

**3.19 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.

**3.20 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.

**3.21 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.

**3.22 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.

**3.23 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.

**3.24 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.

**3.25 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.

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

**3.27 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. BID FORM documents for this project are free of charge and are available on-line and are downloadable (vendor must pay DemandStar fees or shipping), unless otherwise noted.

**3.28 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) and for a County-approved equivalent as specified in writing by addendum to the RFQ. Requests for equivalents shall be made prior to the Last Day for Questions, and shall include all materials necessary for the County or Engineer of Record to determine how the equivalent request meets or exceeds the minimum standard or product identified, and not be an exception thereto. Reference to literature submitted with a previous Bid will not satisfy this provision. 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.

**3.29 QUANTITIES:** Quantities specified in this Bid are estimates only and are not to be construed as guaranteed minimums.

**3.30 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.

**3.31 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.

**3.32 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. Merchant shall not process p-card payments until merchandise/service has been received by the County, in good condition.

**3.33 DRUG FREE WORKPLACE CERTIFICATION:** As part of my submittal for this project, and authorization on the Acknowledgement and Acceptance Form, and in accordance with Florida Statute 287.087, the person submitting for this RFQ attests this firm:

- Publishes a written statement notifying the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions will be taken against violations of such prohibition.
- Informs employees about 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 penalties may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services under bid or proposal, a copy of the statement specified above.
- Notifies the employees as a condition of working on the commodities or contractual services under bid 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.

**3.34 EMPLOYEE ELIGIBILITY VERIFICATION:** County hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below. Beginning January 1, 2021, Section 448.095, F.S., requires Firm to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits Firm from entering into this Contract unless it is in compliance therewith. Information provided by Firm is subject to review for the most current version of the State or Federal policies at the time of the award of this Contract.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Contract, Firm has agreed to perform in accordance with the requirements of this subsection and agrees:

- (a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
- (b) County shall immediately terminate Firm if County has a good faith belief that Firm has knowingly violated Section 448.09(1), F.S., that is, that Firm knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
- (c) If Firm enters into a contract with a subcontractor, Firm shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- (d) Firm shall maintain a copy of such affidavit for the duration of this Contract and provide it to County upon request.
- (e) Firm shall immediately terminate the subcontractor if Firm has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
- (f) If County has a good faith belief that Firm's subcontractor has knowingly violated Section 448.09(1), F.S., but that Firm has otherwise complied, County shall promptly order Firm to terminate the subcontractor. Firm agrees that upon such an order, Firm shall immediately terminate the subcontractor. Firm agrees that if it should fail to comply with such an order, County shall immediately terminate Firm.
- (g) If County terminates this Contract with Firm, Firm may not be awarded a public contract for a least one (1) year after the date of termination.
- (h) Firm is liable for any additional costs incurred by County as a result of a termination under this subsection.
- (i) Any such termination under this subsection is not a breach of this Contract and may not be considered as such.
- (j) Firm shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to County or other authorized governmental entity.
- (k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Contract and County may treat a failure to comply as a material breach of this Contract.

### **3.35 EVALUATION, ACCEPTANCE OR REJECTION OF PROPOSAL:**

The County may, at its sole and absolute discretion reject any and all, or part of any and all, responses; re-advertise this RFQ; postpone or cancel at any time this RFQ process; or waive any irregularities in this RFQ or in any responses received as a result of this RFQ. The Marion County Board of County Commissioners may reject a bid based on past performance of Contractor.

**3.36 OBJECTIVITY:** In order to ensure objective supplier performance and eliminate unfair competitive advantage, suppliers that develop or draft specifications, requirements, statements of work and invitations for bids or requests for proposals are excluded from competing for such procurements.

### **3.37 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:

- **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.
- **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.
- **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.
- **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.
- **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:
  - withholding of payments to the Contractor under the contract until the Contractor complies, and/or
  - 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).

- **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 subcontractor 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.

**3.38 Contractor Conduct:** These Guidelines cover any contractor, business, firm, company or individual (hereinafter “contractor”) doing work on Marion County property, as well as the contractor’s employees, agents, consultants, and others on County property in connection with the contractor’s work or at the contractor’s express or implied invitation.

**Courtesy and Respect:** Marion County is a diverse government institution and it is critical that all contractors and their employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.

**Language and Behavior:** Contractors and their employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on County property is not permitted under any circumstance.

**No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by any contractor or contractor’s employee is prohibited. Offenders will be removed from County property and/or reported to law enforcement.

**Smoking:** Contractors and their employees are not permitted to smoke in or near any of the County buildings.

**Fraternization:** Contractors and their employees may not fraternize or socialize with County staff.

**Appearance:** Contractors and their employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. Marion County has the right to decide if such clothing is inappropriate.

**Reporting:** The Contractor is required to report any matter involving a violation of these rules of conduct to Marion County Procurement. Any matter involving health or safety, including any altercations, should be reported to Marion County Procurement Services immediately.

The Contractor is responsible for his/her employees, agents, consultants and guests. If prohibited conduct does occur, the contractor will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from County property and prohibited actions could result in the immediate termination of any contract or agreement with Marion County.

### **3.39 Scrutinized Companies, pursuant to Section 287.135, F.S.:**

#### **A. Certification.**

1. If the Agreement is for One Million Dollars or more, Firm certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, Firm was not then and is not now:

- a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or

- b. Engaged in business operations in Cuba or Syria.
2. If the Agreement is for any amount, Firm certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, Firm was not then and is not now:
- a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
  - b. Engaged in a boycott of Israel.

**B. Termination, Threshold Amount.** County may, entirely at its option, terminate the Agreement if it is for One Million Dollars and Firm meets any of the following criteria.

- 1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and
- 2. Firm is found to have:
  - a. Submitted a false certification as provided under Section 287.135(5), F.S., or
  - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.

OR

- 3. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and
- 4. Firm is found to have:
  - a. Met either prohibition set forth in Section “3(B)(2)” above or
  - b. Been engaged in business operations in Cuba or Syria.

OR

- 5. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and
- 6. Firm is found to have:
  - a. Met any prohibition set forth in Section “3(B)(4)” above or
  - b. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

OR

- 7. Was entered into or renewed on or after July 1, 2018, and
- 8. Firm is found to have met any prohibition set forth in Section “3(B)(4)” above.

**C. Termination, Any Amount.** County may, entirely at its option, terminate the Agreement if it is for any amount and meets any of the following criteria.

- 1. Was entered into or renewed on or after July 1, 2018, and
- 2. Firm is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

**D. Comply; Inoperative.** The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

**THE CONDITIONS HEREIN ARE ACKNOWLEDGED BY YOUR SIGNATURE ON THE BIDDER COVER PAGE**