



Board of County Commissioners Request for Quotation

THIS IS NOT AN ORDER

Date: 7/27/06

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RFQ#2006000366

Charlotte County Purchasing Department
18500 Murdock Circle, Room 344
Port Charlotte, Florida 33948-1094

Contact Person: Alisa L. True, CPPB,
Contract Specialist
Contact Phone: 941-743-1549

FAX: 941-743-1384

Reply No Later Than: August 3, 2006 @ 3:00 p.m. (EST)

Scope of Services

LOT MOWING OF LOTS IN CODE VIOLATION

PURPOSE: It is the intent of Charlotte County to obtain an annual contract for the Lot Mowing of Lots in Code Violation with two (2) firms for each of the following locations: Punta Gorda, Port Charlotte and Englewood. Firms must be licensed and qualified to do business in Charlotte County.

QUOTE PRICES/TERMS OF CONTRACT: Completion time is outlined in the Scope of Services. The price quoted shall include Contractor's cost in full for all transportation, labor, materials and equipment used in performing the services herein. The term of this Contract shall be from October 1, 2006 through and including September 30, 2007, with an option to renew for two (2) additional one (1) year terms, by mutual consent, at the same prices, terms and conditions.

PRE-QUOTE CONFERENCE: A pre-quote conference will be held on July 31, 2006, 9:00 a.m.(EST) to answer questions and discuss the requirements of the County, in the Charlotte County Purchasing Department Conference Room, 18500 Murdock Circle, Room 344, Port Charlotte, Florida. Attendance of this meeting is not mandatory; however, interested quoters are encouraged to attend.

EXAMINATION OF DOCUMENTS / SITE: Prior to the submission of a Quote Form, Quoter shall examine the documents, visit the site of the work, and fully inform themselves as to all existing conditions and limitations that affect the work to be performed under this contract. Failure to familiarize himself/herself with conditions will in no way relieve the successful quoter from the necessity of furnishing any materials or performing any work that may be required.

NOTICE TO PROCEED: A Notice to Proceed, or Purchase Order, shall be issued bearing the agreed-upon commencement date. No work under the Contract shall begin until after the Notice to Proceed/Purchase Order has been issued.

RESERVED RIGHTS: The County reserves the right to accept or reject any and/or all quotes, to waive irregularities and technicalities, and to request resubmission of quotes. Also, the County reserves the right to accept all or any part of the quote and to increase or decrease quantities to meet additional or reduced requirements of the County. Any sole response received the first submission date may be rejected by the County depending on available competition and timely needs of the County.

FORM OF CONTRACT: The submitted Quote Form signed by the Quoter, together with the complete quote package furnished by the County, shall constitute a binding contract. The Quoter shall be required to perform according to the Quoter's submitted Quote Form and the County's quote package.

CANCELLATION: The County shall have the right to unilaterally cancel, terminate or suspend this Contract, in whole or in part, by providing the Contractor thirty (30) days written notice by certified mail.

EQUAL EMPLOYMENT OPPORTUNITY: Charlotte County, Florida, in accordance with the provisions of Title VI of The Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all quoters that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit quotes in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

All quoters are hereby notified that the successful quoter (Contractor) must and shall comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Florida Civil Rights Act, all as amended. Specifically, Contractor agrees that:

- No person shall, on the grounds of race, color, sex, religion, age, disability, national origin or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through this Contract.
- Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin or marital status. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- Contractor will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin or marital status.
- County may require Contractor to submit reports as may be necessary to indicate non-discrimination. County officials will be permitted access to Contractor's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws.

It is expressly understood that County shall have the right to terminate this Contract upon receipt of evidence of discrimination.

SCOPE OF SERVICES:

1. Awarded Contractor(s) shall be required to have mowing completed within forty-eight (48) hours after initial contact by the County Code Compliance Division.
2. Equipment must be sufficient to cut grass/weeds in excess of twelve (12") inches down to a height of no more than three (3") inches. No trimming is required. Sidewalks and paved surfaces must be cleared of grass and vines, and shall not be disbursed onto the roadway, into drainage ponds, landscaped beds, sidewalks, curb and gutter area, or adjacent parking areas. All such clippings shall be removed and legally disposed of by the Contractor(s) immediately after mowing.
3. Contractor(s) shall remove litter from the property prior to mowing. This will include the removal and legal disposal of any litter that could become a projectile, or softer material that could be shredded and scattered by the mower.
4. The majority of the above described work will be performed on residential lots, size 80' x 125', and shall be quoted accordingly. There may be occasions where smaller or larger lots will need to be mowed in accordance with this Request for Quotation. In those instances, payment will be adjusted, using percentages, so that the payment will be proportionate to size of the lot.
5. Two (2) firms will be selected for each location; Port Charlotte, Punta Gorda and Englewood.
6. Within 24 hours of completion, awarded Contractor(s) must notify the Code Compliance Division that mowing has in fact been completed.

TAXES: Charlotte County is exempt from Federal Excise and State Sales Taxes. The Contractor shall assume liability for Local, State, or Federal Tax that is applicable to the work.

PERMITS AND REGULATIONS: Permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor, unless otherwise specified. (A list of permit fees is attached.) The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the specifications and drawings are at variance therewith, he shall promptly notify the County in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the County, he shall bear all costs arising therefrom.

It shall be the responsibility of the Contractor to assure compliance with any FDOT specifications, OSHA, EPA, and/or other Federal, State or County law(s), code(s) and ordinance(s), as each may apply.

PAYMENT: All invoices will be paid in accordance with the Florida Prompt Payment Act (F.S. 218.74).

INSURANCE REQUIREMENTS:

Workers' Compensation - Insurance covering all employees meeting Statutory Limits in compliance with the applicable state, federal laws. The coverage must include Employers' Liability with a minimum limit of \$100,000 for each accident.

Comprehensive General Liability - Coverage shall have minimum limits of \$300,000 Per Occurrence, combined Single Limit or Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.

Business Auto Liability - Coverage shall have minimum limits of \$300,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership.

Special Requirements - 1) Charlotte County, a political subdivision of the State of Florida, its officers, agents, employees, and volunteers, are to be included as an Insured on both the Comprehensive General Liability and Business Auto Liability Policies; 2) An appropriate Hold Harmless Clause shall be included; 3) Current valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the named project. Renewal certificates shall be sent to the County 30 days prior to any expiration date. There shall also be a 30-day notification to the County in the event of cancellation or modification of any stipulated insurance coverage; 4) It shall be the responsibility of the Contractor to insure that all subcontractors comply with the same insurance requirements that he is required to meet; and, 5) Certificates of Insurance meeting the required insurance provisions shall be forwarded to the Purchasing Department after notification of award, prior to commencement. **For the purpose of identification, when submitting insurance, the quote name and number must be included on the certificate.**

CRITERIA FOR AWARD: This quote, a multi-award quote, will be awarded to the lowest and 2nd lowest responsive, responsible quoter(s) in each category in ascending order, meeting or exceeding the requirements of the specifications and provisions set forth herein. The County reserves the right to award this quote in whole or in part, whichever it deems to be in its best interest.

The County reserves the right to reject the quote of any quoter who has previously failed to perform properly, or on time, contracts of similar nature; or who is not in a position to satisfactorily perform the contract. If, after the due date and time, the lowest quoter is deemed non-responsible by the County, such quoter shall receive written notice from the County of this determination. The quoter shall have five (5) business days from the date of this notice to dispute the determination and to provide to the County any additional information it deems relevant regarding the quoter's responsibility. The County shall make a final determination regarding the quoter's responsibility at the time of award of the contract.

QUOTE PRICES FOR LOT MOWING OF LOTS IN CODE VIOLATION:

PORT CHARLOTTE LOCATION: \$ _____ per 80' x 125' lot

PUNTA GORDA LOCATION: \$ _____ per 80' x 125' lot

ENGLEWOOD LOCATION: \$ _____ per 80' x 125' lot

If notified of the acceptance of this quote form, the undersigned agrees to execute a Contract for the stated compensation in the form as prescribed by the County.

The signature below is a guarantee that the Quoter will not withdraw his/her quote for a period of thirty (30) days after the scheduled quote due date.

HOLD HARMLESS AGREEMENT: The quoting firm as indicated below, it's officers and members shall, through the signing of this document by any authorized party or agent, indemnify, hold harmless and, at Charlotte County's option, defend Charlotte County, a political subdivision of the State of Florida, its officers, agents, employees, and volunteers from all suits and actions, including attorney's fees and all costs of litigation and judgment brought against the County as a result of loss, damage or injury to person or property by reason of any act or failure to act by the quoting firm, its agents, servants or employees.

Type of Organization (Please Check One): Individual Ownership _____ Joint Venture _____
Partnership _____ Corporation _____

Name of Quoting Firm: _____

Mailing Address: _____

Location Address: _____

City & State: _____ **Zip:** _____

Telephone: _____ **Fax Number:** _____

Name/Title of person authorized to bind the Company: _____

Signature of person authorized to bind the Company: _____

Date: _____

DUE DATE: Please fax quote to the Purchasing Department at 941-743-1384, addressing it to the attention of:
Alisa L. True, CPPB, Contract Specialist
Quote must be received no later than 3:00 p.m. (EST), August 3, 2006

QUOTE RESULTS: Generally, a quote tabulation sheet is available by close of business on the quote due date. If you wish to obtain the quote results, you may do so by either contacting the Purchasing Department's Automated FaxBack System at (941) 623-1034, and request Current Solicitations, Document Number 063664, or by visiting our Website at www.charlottecountyfl.com/purchasing. No information regarding the submittal will be divulged over the telephone.

SOURCE OF SUPPLY AND SUBCONTRACTORS

The following sources of supply and subcontractors shall be used for **LOT MOWING OF LOTS IN CODE VIOLATION**. (If quoter does not have a source of supply or subcontractor, insert "to be determined". When source or subcontractor is determined, selection will be subject to County approval. If not applicable, please state N/A).

| <u>Source of Supply</u> | <u>Subcontractor(s)</u> |
|-------------------------|-------------------------|
| 1. _____ | 1. _____ |
| 2. _____ | 2. _____ |
| 3. _____ | 3. _____ |
| 4. _____ | 4. _____ |
| 5. _____ | 5. _____ |
| 6. _____ | 6. _____ |

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ (name of business) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require 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.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature _____

Dated _____

QUOTERS NAME _____

(This page to be returned)