



LAKE COUNTY

FLORIDA

REQUEST FOR INFORMATION (RFI) 16-0210

COLLECT, AND PROPERLY DISPOSE OF, ROADSIDE LITTER

RFI Number: 16-0219 **Contracting Officer:** B. Schwartzman
Issue Date: April 25, 2016 **Response Date/Time:** May 18, 2016; 3:00 PM

I. Request for Information (RFI)

This specific RFI is intended to identify and select an initial pool of qualified vendors for inclusion in the spot-bidding process for various general maintenance services associated with operations at Lake County parks and related properties such as boat ramps, paved and unpaved trails, environmentally sensitive properties, blueway trails, and cemeteries.

II. Designated Procurement Representative

Responses to, and questions concerning any portion of, this RFI shall be directed in writing to Barnett Schwartzman as follows:

Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 441
PO Box 7800
Tavares, FL 32778-7800

Phone: 352.343.9424 Fax: 352.343.9473 E-mail: bschwartzman@lakecountyfl.gov

III. RFI Purpose and Process

The purpose of this RFI is as stated in Section I above. The County intends to initially select, and consistently maintain, at least (5) active vendors to serve as a qualified bidding group for collection and proper disposal of roadside litter within Lake County on an on-call basis. The initial selection of vendors will be based on County evaluation of the following factors:

- a. Range of stated and evidenced capabilities
- b. Type and range of similar related public sector experience
- c. Past performance record and regulatory compliance
- d. Proximity to potential work sites

It is specifically noted that evaluation factor “a” above is considered the highest priority evaluation factor as the County intends to award to firms that state, and show evidence of, successful performance of all or a high proportion of the various tasks listed in this RFI. If required to limit the number of selected vendors to a reasonable level, County staff reserves the right to place an award-determining emphasis on evaluation factor “d” above. The County also reserves the right to conduct one or more additional qualifying process(es) if needed to support an initial selection, or subsequent maintenance, of the numbers of vendors desired within the competitive bidding group.

Attachment A describes the basic technical qualifying input that must be provided by any responding vendor to be considered for inclusion in the qualified bidding group. Vendors may provide additional qualifying information within Attachment A.

Attachment B is the draft of the general Agreement that each selected vendor will be required to execute in order to be included in the qualified bidding group. All vendors are advised that the County intends no significant modification of the terms and conditions currently included in the draft Agreement. Any comments regarding the content of the draft Agreement must be provided as a part of the vendor’s initial response.

Please return either one electronic or three hard copies of the completed response to the RFI, each with a completed Attachment A and any comments in regards to Attachment B, to the location stated in Section II above.

Response by the designated date and time will ensure full consideration of your response.

IV. Overview of the Requirement

The essential function of the contractor shall be as follows:

- Trash/litter removal from road right of way and adjoining public property.
- Proper pick up, collection, and disposal of items such as, but not limited to: bottles, cans, cups, paper, trash, newspapers, cigarette refuse, detritus, magazines, tires, food containers, most items generally larger than 3 inches in diameter.
- Proof of proper disposal shall be required, including source of debris, date of collection, and weight.
- Response time of 48-72 hours from time of contact to start of work.
- County wide response capability.
- Contractor will be responsible for obtaining any FDOT permits, if applicable.

Competition amongst the awarded vendors will be required for any removal assignment valued in excess of \$1,000. Competition for tasks below that value is not required, but may be conducted. Vendors are advised that tasks are to be completed in an expeditious manner. Quotes on specific efforts may be

required within a 24 hour time frame, or less, depending upon circumstances and hazards associated with the collection effort. In a safety-related situation, vendors may be requested to provide a quote in response to electronically transmitted photographs of the materials to be collected and disposed. In a true emergency situation involving immediate risk to health and safety, the County reserves the right to proceed on a direct order basis.

V. Specifications:

All work performed shall comply with all applicable code and the general terms and conditions of the draft agreement included herein as Attachment B. Vendor shall perform all assigned effort in accordance with all stated requirements, terms, and conditions.

VI. Caveat Regarding Quantity of Work:

Future total work volume is largely dependent upon future grant and funding conditions. No specific degree of effort is guaranteed under the program as a whole, or to any one specific vendor, under the program.

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**ATTACHMENT A
Technical Response/Input**

Vendor Information

Responding Vendor: _____

Vendor Representative (printed name): _____

Vendor Representative (printed title): _____

Vendor Representative (signature): _____

Vendor Address: _____

Vendor Phone: _____ Vendor Fax: _____

Vendor e-mail address: _____

Technical Input

In addition to providing the information requested below, the vendor shall complete the attached "Work Reference" form in sufficient detail to enable the County to determine the adequacy of the vendor's performance record. Vendors may provide additional references by completing additional copies of the form. Vendors are requested to provide a copy of each license described below with the initial response.

1. Years of general experience: _____

2. Years of specific experience: _____

3. Occupational Licenses currently held by the responding vendor:

Description	License Number	Expiration date
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Describe degree and nature of the responding vendor's public sector experience:

(Additional info can be provided via separate sheets)

WORK REFERENCES

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

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**ATTACHMENT B
Sample Agreement**

COLLECT, AND PROPERLY DISPOSE OF, ROADSIDE LITTER
AGREEMENT #16-0219 ()

Pursuant to Request for Information (RFI) 16-0219, the Lake County Board of County Commissioners (hereinafter "County") has selected the vendor identified below as a qualified participant for the bidding process for various general maintenance services at County parks. It is confirmed that the lowest priced responsive bidder under each bidding process will be awarded the specific project for which bids are requested and received. No minimum or maximum quantity of work is guaranteed to the vendor under this Agreement.

The Lake County Community Safety Compliance Department will oversee the program in compliance with applicable procedure and policy. The vendor will complete all documents required for project administration. The vendor agrees to provide all labor, supervision, materials, equipment and operations necessary to complete the specified work efforts in accordance with applicable County and other applicable directives and codes. The vendor will be responsible for the acquisition of all required permits for all of the work to be performed. The vendor agrees to comply with all terms, conditions, and requirements of the County and other cognizant public entities. The Lake County Community Safety Compliance Department retains the right to periodically inspect all work that the vendor performs to ensure adequate and satisfactory progress is maintained prior to approving any appropriate payments to the Contractor.

The vendor shall present and maintain evidence of commercial general liability insurance coverage with minimum limits of \$300,000 per occurrence and \$300,000 annual aggregate, including completed operations. The vendor shall show proof of Worker's Compensation Insurance, in accordance with Florida Statutes Chapter 440, or a copy of an approved BCM-204 Exempt form. The vendor will maintain the required insurance throughout the term of this Agreement. Other general terms and conditions applicable to this Agreement are attached hereto.

The term of this Agreement is one (1) year from the date of County signature specified below and may be renewed for two (2) additional one (1) year periods.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Procurement Office and by vendor through duly authorized representative.

COUNTY:

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Approved as to legal sufficiency:

Melanie Marsh, County Attorney

VENDOR

Name of Firm: _____
By; Name: _____
Title: _____
Signature: _____
Date: _____

Mailing Address: _____

GENERAL TERMS AND CONDITIONS, RFI 16-0219 COLLECT, AND PROPERLY DISPOSE OF, ROADSIDE LITTER

PROMPT PAYMENT

It is the policy of the County that payment for all purchases by or through County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The bidder may offer cash discounts for payments ahead of the time frame required in the Prompt Payment Act. Payment activity requires that the prime contractor provide copies of lien waivers/releases confirming that any subcontractors used by the prime contractor have been paid in full.

WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this agreement. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period.

NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this agreement. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit.

CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation.

SUBCONTRACTING

The vendor may subcontract appropriate portion(s) of the work with the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this agreement, including any rights, title or interest therein, to any person, company or corporation without the prior written consent of the County.

INDEMNIFICATION

The vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

ACCESS TO RECORDS

The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for three (3) years following expiration of the Agreement. The vendor

agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

COUNTY IS TAX-EXEMPT

The County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. Do not include any tax on any item or service. The County will sign an exemption certificate if submitted by the contractor. Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor for all required items and services and shall assume full responsibility for the procurement and maintenance of such items or services. The vendor shall be considered the sole point of contact with regard to all stipulations, including payment of all charges and meeting all requirements of this agreement. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. The vendor shall be responsible for all insurance, permits, licenses, and related matters for itself any and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

GRANT FUNDING

In the event any part of the agreement is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the vendor by the County upon request.

PUBLIC RECORDS/ COPYRIGHTS

Pursuant to Section 119.0701, Florida Statutes, the awarded contractor shall comply with the Florida Public Records' laws, and shall: 1. Keep and maintain public records required by the County to perform the services identified herein. 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 copied within a reasonable time at a cost that does not exceed the cost provided for by law. 3. Ensure that public 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 contractor does not transfer the records to the public agency. 4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored 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. Failure to comply with this section shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

If the contractor has questions regarding the applicability of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this contract, contact the custodian of public records via the individual designated in section II of the relevant solicitation.

E-VERIFY

Vendor acknowledges and agrees that vendor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

- A. All persons employed by the vendor during the term of this Agreement to perform employment duties within Lake County; and
- B. All persons, including subcontractors, assigned by the vendor to perform work pursuant to the agreement.