



BUDGET AND ADMINISTRATIVE SERVICES
Purchasing and Contracts

123 West Indiana Avenue • Room 302 • DeLand, FL 32720-4608

Phone: 386-736-5935 • Fax: 386-736-5972

e-mail: purchasing@volusia.org • www.volusia.org

Date: December 13, 2019

REQUEST FOR QUOTATION

The purpose of this Request for Quotation (RFQ) is to solicit written quotes for:

Reclaiming Mercury and Other Materials from Fluorescent Lighting

1.0 SCOPE OF WORK

Please refer to Attachment A – Price List which illustrates the different types of recycling that may be required for any of the below listed locations. Contractor shall be responsible for providing boxes and/or containers to package lamps for pickup and recycling. Minimum pick up quantity on this Agreement shall be fifty (50) bulbs. Recycling pickup locations include, but are not limited to, the following:

County of Volusia Facilities Services Division
3811 Tiger Bay Road
Daytona Beach, Florida

County of Volusia Solid Waste Division
1990 Tomoka Farms Road
Port Orange FL 32128

County of Volusia Corrections Division
1300 Red John Drive
Daytona Beach, Florida

Daytona Beach International Airport
700 Catalina Drive, Suite 300
Daytona Beach, Florida

Ocean Center
101 N Atlantic Avenue
Daytona Beach, Florida

1.1 Pickup

The pickup for recycling of fluorescent lighting shall be within ten (10) business days from the day of notification from Volusia County. All pricing provided shall include pickup, removal, disposal, supplies, travel time, mileage and fuel. Disposal shall be in accordance with all applicable Local, State and Federal regulations.

1.2 Additional Pickup Time

All time required on site beyond thirty (30) minutes shall be preauthorized by the County Project Manager and shall be billed in thirty (30) minute increments at a per hour rate.

2.0 Department Contact

ATTN: Purchasing and Contracts
123 W. Indiana Avenue, Room 302
DeLand, FL 32720
Phone: 386-943-7009
Fax: 386-740-5158, or
E-mail: akokitus@volusia.org
ATTN: Andrew G. Kokitus, CPPO, CPPB

2.1 Questions and Addenda

- A. It is incumbent upon each Bidder to carefully examine this solicitation's specifications, scope of work/service, terms, and conditions. The issuance of a written addendum is the only official method by which interpretation, clarification, or additional information can be given and oral representations will not be binding on the County. Questions and exceptions concerning any Section of this RFQ shall be directed by letter, facsimile transmission or by e-mail to the Procurement Analyst named above in Section 2.0, who shall be the official point of contact for this RFQ.
- B. If it becomes necessary for the County to revise any part of this RFQ, an addendum will be posted on the County's web site. It is each Bidder's responsibility to check the Volusia County web site for any addenda at <http://vcservices.vcgov.org/bidlistnet1>. Each Bidder shall ensure that they have received all addenda to this RFQ before submitting their proposal. In their proposals, Bidders shall provide proof of receipt of each addendum by signing and returning each addendum to the County. Failure to provide this proof may cause Bidder's proposal to be rendered non-responsive.
- C. Each addendum issued by the County shall become a material part of this solicitation.

2.2 Submission of Offers

The County of Volusia is requesting written quotes for the service detailed above. If your company is interested in submitting a quote to provide these services, please provide the requested information in this RFQ, complete the attached forms, and submit these documents by the date in this Section 2.2. Quotes may be submitted to the contact listed in Section 2.0 by e-mail, fax, mail, or **online submission** through the County of Volusia online solicitation system [<http://www.volusia.org/bidlist>]

All quotes shall be received by **Friday, December 20, 2019 by 5:00 p.m.**, in accordance with all specifications included herein. Quotes received after said day, date, and time may not be considered. If you do not wish to participate, a written reply of “No Quote” will be appreciated.

3.0 General Terms and Conditions

The County’s general terms and conditions for Purchase Orders or Master Agreements are attached to this RFQ as “Exhibit A” and shall apply to unless otherwise noted elsewhere in this RFQ.

- A. The County reserves the right to require proof that the Bidder is an established business and is abiding by the ordinances, regulations, and laws of their community and the state of Florida, such as but not limited to: Business Tax Receipts, business licenses, Florida sales tax registration, Federal Employers Identification Number, and/or Registration with the Florida Department of State, Division of Corporations’ Sunbiz at www.sunbiz.org
- B. The County reserves the right to cancel any Agreement resulting from this RFQ without cause with a minimum thirty (30) days written notice.
- C. **Use of County Logo** - The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in this solicitation permits or shall be construed as authorizing Bidder to use or display County's Intellectual Property on Bidder’s submittal documents or proposal (including any exhibits attached thereto) submitted to County by or on behalf of Bidder in response to this solicitation. The County has the right to redact the County Logo displayed on any proposal submitted.
- D. The County of Volusia, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.).
- E. **Insurance**

Contractor shall provide the required insurance detailed in Exhibit B for the entire Term of the Agreement. Regardless of anything submitted as proof of insurance, Contractor shall comply with all requirements of Exhibit B.

F. **Debarment: Purpose and Intent**

The county endeavors to solicit offers from, award contracts to, and consent to subcontracts with responsible vendors and contractors only. To further this policy, the county asserts its authority to debar certain vendors and contractors from participating in solicitations pursuant to the policies and procedures herein. The serious nature of debarment requires that this sanction be imposed only when it is in the public interest for the county's protection and not for purposes of punishment. Debarment is intended as a remedy in addition to, and not in substitution of, the evaluation of the responsibility of county vendors and contractors, and this policy and the procedures provided for herein shall not supplant or supersede county's authority to reject or otherwise terminate vendors or contractors based on findings of non-responsibility on a case-by-case basis. Further information regarding the County's policies and procedures in regards to DEBARMENT may be found at <https://www.volusia.org/core/fileparse.php/5896/urlt/Debarment-Policy-final-3-27-17.pdf>

G. **Scrutinized Companies-FL Statute Section 287.135 and 215.473**

Contractor must certify that the company is not participating in a boycott of Israel. For Contracts for goods or services of one million dollars or more, Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has not been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law. The County will not contract for the provision of goods or services with (i) any company participating in a boycott of Israel, and, (ii) for Contracts for goods or services of one million dollars or more, any other scrutinized company as described above. Contractor must submit the certification form (See Section 10.0). Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have five (5) Calendar days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error then the County shall have the right to terminate the Contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

3.1 **Award**

The County reserves the right to award the Agreement to the Bidder(s) that the County deems to offer the lowest responsive and responsible Quote(s), as defined elsewhere in this solicitation. The County is therefore not bound to accept a Quote based only on lowest price. In addition, the County has the sole discretion and reserves the right to cancel this

RFQ, to reject any/all Quotes, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the County to do so. Nothing prohibits the County from rejecting / rebidding when responses exceed budget and the County must change the solicitation to lower costs.

- A. The County also reserves the right to make multiple awards based on experience and qualifications or to award only a portion of the products and/or services specified, if deemed to be in the County's best interest or award only a portion of the solicitation.
- B. It is the intent of the County to award a Master Agreement for an initial term of one (1) year. Depending upon the total dollar expenditures, the resulting Master Agreement may be renewed for subsequent one (1) year terms upon mutual written agreement between the County and the Contractor.
- C. All scope of work/service covered by this RFQ is FOB Destination, freight allowed, unless otherwise specified by the Bidder in the response.
- D. **Local Bid Preference** - Effective January 1, 2012, Volusia County adopted a local bid preference. A Bidder or prime contractor which has a permanent location at least six (6) months prior to the Bid closing, as proven by a business tax receipt, as stated in Volusia County Ordinance 2-269.5 in Lake, Orange, Osceola, Seminole or Volusia County ("Local"), shall be granted a preference of three percent (3%) of the total Bid price or quote. A Bidder, which is a prime contractor and is utilizing subcontractors, and the Bid price or quote of the work to be performed by all subcontractors, that qualify as a local business, constitutes fifty-one percent (51%) or greater of the total work to be performed through subcontracting a two percent (2%) Bid preference will apply. In the event that a prime contractor qualifies for a preference and subcontractor qualifies for a preference, the preference shall not exceed a total of five percent (5%). Preference shall not be given to Bids where the difference of the total Bid price or quote exceeds twenty-five thousand dollars (\$25,000.00) from the nearest competing Bid price or quote for that solicitation or if a county listed in 2-269.5 does not reciprocate, as stated in 2-269.5, the County will not offer a preference to this County.

This Section 3.1(D) does not apply to any purchase that is funded, in whole or in part, by an entity prohibiting local preference by grant agreement or applicable federal, state, or local law. Solicitations for emergency purchases subject to Section 2-275 of the Code are additionally exempt. All Contractors, including prime and subcontractors, awarded an Agreement as a part of this process must maintain its status as a local business through the term of the Agreement. Any Contractor, including prime and subcontractors, awarded an Agreement as a result of this preference will be required to post any job openings for this project with the Center for Business Excellence (CBE). Noncompliance with the requirements of this Section 3.1-(D) will be deemed as a material breach and may be subject to Agreement termination or disqualification from bidding on future projects.

This project is not funded by monies that prohibit this provision and local preference does apply.

- E. **Unusual Costs** - The Contractor may petition the County at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year. If the Contractor petitions for such an increase, the Contractor shall also petition for a rate reduction on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year; failure to make such petition may be grounds for Agreement termination.

The Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The County may request from the Contractor, and the Contractor shall provide, such further information as may be reasonably necessary in making its determination. The County shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the County. Any price redetermination shall be solely based upon the documentation provided and the County reserves the right to rescind any price relief granted should the circumstances change and prices go down.

- F. **Changes** - The County reserves the right to negotiate with the awarded Contractor(s) without completing the competitive process for materials, products, and/or services similar in nature to those specified within this RFQ for which requirements were not known when the RFQ was released and to add or delete sites services, or County Departments/Divisions.

4.0 SUBMITTAL REQUIREMENTS

It is not necessary to return every page of this document with the Quote; return *only* the pages that require signatures or information.

Submit in the following order:

- A. Quote Submittal Form (use attached form - Section 5).
- B. Attachment A—Pricing.
- B. Business Tax Receipt - To be responsive to this solicitation, each Bidder who is currently required to have a Business Tax Receipt (BTR) at the time of submittal shall provide a copy of their current BTR in their **response** to this solicitation.

There are two exceptions to this RFQ submission requirement:

1. If Bidder's business does not have a physical location in Lake, Orange, Osceola, Seminole, or Volusia County, no submission is required, *OR*
2. If Bidder's business type is exempt, submit with proposal a *Proof of Exemption* form, approved by the Volusia County Revenue Director, located at <http://www.volusia.org/core/fileparse.php/5896/urlt/Business-Tax-Exemption.pdf>.

See for more information and to access *Ch. 114, Article I, Sect. 114-1* of the Volusia County Code of Ordinances, go to:

<http://www.volusia.org/services/financial-and-administrative-services/revenue-services/local-business-tax/business-tax-frequently-asked-questions.stml>

- C. Proof of Insurance - Evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. **Final forms must contain the correct solicitation and/or project number and Volusia County contact person.**

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the proposal.

Incorporated and unincorporated firms that qualify for an exemption under the Florida Workers' Compensation law in Chapter 440, Florida Statutes, shall submit an executed *Hold Harmless Agreement* (see Section 6.0) relieving the County of liability in the event they and/or their employees are injured while providing goods and/or services to the County.

- D. Conflict of Interest Form (use attached form Section 7.0). All Bidders shall properly complete, have notarized, and include with their proposal the attached statement disclosing any potential conflict of interest that the Bidder may have due to ownership, other clients, contracts, or interests associated with this project.
- E. Addenda issued subsequent to the release of this solicitation must be signed and returned with the firm's Quote. Failure to return signed addenda may be cause for the Quote to be considered non-responsive.
- F. **W-9** – Include a completed W-9 form. If the firm is not registered with Volusia County, on-line registration is available at www.volusia.org/purchasing under Vendor Self Service, which links to the registration site and the TIN form can be accessed through this site as well.
- G. Certification Affidavit by Local Business (use attached forms - Sections 8.0 and 9.0). All Bidders shall complete, have notarized, and include with their Submittal the attached statement(s) confirming Local Preference Eligibility.
- H. Provide a Florida Department of State, Division of Corporations' Sunbiz report for your firm, which is available at www.sunbiz.org.

I. Certification Regarding Prohibition Against Contracting with Scrutinized Companies

Do not send confidential information, proprietary information or trade secrets.

[The remainder of this page intentionally left blank.]

5.0 QUOTE SUBMITTAL FORM

The undersigned hereby declare(s) that [firm name] _____
has carefully examined the specifications to furnish the services detailed in the scope of work and will furnish said services according to the scope of work detailed within this RFQ.

Complete Attachment A—Pricing

(Open Attachment A from website, perform “file save as” and save spreadsheet to your computer. Fill in pricing, preferably electronically. Print and return with quote. If sending via email or electronic submission, submit PDF of Attachment A—Pricing.)

Sole Proprietor Yes No

Total number of employees_____

F.O.B. Destination

Prompt payment discount, if applicable: _____ %, _____ Days; Net 45 Days

Do you accept electronic funds transfer (EFT)? YES NO

Do you offer a discount for electronic funds transfer (EFT)? YES, ____ % NO

The County reserves the right to negotiate with the awarded vendor for additional services similar in nature not known at the time of closing.

I hereby certify that I have read and understand the requirements of this Request for Quotation and that I, as the proposer, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this RFQ.

Further, as attested to by below signature, I will provide the required insurance, per §3.0 (E), *Insurance*, upon notification of recommendation of award.

The vendor acknowledges that information provided in this quote is true and correct:

x

Authorized Signature

Printed Name

Title

Date

Company Name

Full Address

Telephone

Fax

E-mail Address

Dunn & Bradstreet #

Federal I.D. #

6.0 HOLD HARMLESS AGREEMENT

I, _____, (*print owner's name*), am the owner of _____ (*print company name*), an incorporated / unincorporated business operating in the State of Florida. As such, I am bound by all laws of the state of Florida, including but not limited to those regarding the workers' compensation law.

I hereby affirm that I or [the above-named business] employs fewer than four employees, all of whom are listed below, including myself, and therefore, the business is exempt from the statutory requirement for workers' compensation insurance for its employees. I certify that I will provide the County of Volusia with the name of each new employee together with all required waivers and releases for each prior to any employee being allowed to work to provide services under the contract set forth below. If any such employee is allowed to work without a signed waiver and release, such action will be a material breach of this Agreement. All signed waivers and releases shall be furnished before the commencement of any work by an employee or the undersigned to the County Project Manager or designated county representative.

On _____, 20____, the County of Volusia and I or [the above-named business] entered into a contract for _____ (*please insert name of contract*), (hereinafter "Agreement") which is incorporated by reference herein.

On behalf of myself, my business, and the employees listed below, I and they hereby agree to waive and release any and all workers' compensation claims or liens under Chapter 440, Florida Statutes, against the County of Volusia and its agents, officials and employees, arising from any work or services provided under the Agreement whether or not it shall be alleged or determined that the act was caused by intention, or through negligence or omission of the County of Volusia or its agents, officials and employees or subcontractors.

In the event that a workers' compensation claim or lien is made against the County of Volusia and/or its agents, officials or employees by myself or my employees or agents as a result of any work or services performed under the Agreement, I agree to indemnify, keep and hold harmless the County of Volusia, Florida, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals) arising out of the Agreement with the County of Volusia, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of the County of Volusia or its employees, agents, or subcontractors. I or the above-named business shall pay all charges of attorneys and all costs and other expenses incurred in connection with the indemnity provided herein, and if any judgment shall be rendered against the County of Volusia in any action indemnified hereby, I or the above-named business shall, at my or its own expense, satisfy and discharge the same. The foregoing is not intended nor should it be construed as, a waiver of sovereign immunity of the COUNTY OF VOLUSIA under Section 768.28, Florida Statutes.

Owner: _____ (print name) _____ (signature)

Employee 1: _____ (print name) _____ (signature)

Employee 2: _____ (print name) _____ (signature)

Employee 3: _____ (print name) _____ (signature)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by _____, who is/are personally known to me **or** who has/have produced _____ as identification.

NOTARY PUBLIC – STATE OF

Type or print name:

Commission No.: _____

Commission Expires: _____

(Seal)

7.0 CONFLICT OF INTEREST FORM

I HEREBY CERTIFY that

1. I, *(printed name)* _____, am the *(Title)* _____ and the duly authorized representative of the firm of *(Firm Name)* _____ whose address is _____, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm has any conflict of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
3. This RFQ Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a quote for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS to items above (List): _____

Signature: _____ Date: _____

Printed Name: _____

Firm Name: _____

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____, by _____, who is/are personally known to me **or** who has/have produced _____ as identification.

NOTARY PUBLIC – STATE OF _____

Type or print name:

Commission No.: _____

Commission Expires: _____

(Seal)

8.0 CERTIFICATION AFFIDAVIT BY PRIME CONTRACTOR AS LOCAL BUSINESS

This form must be signed and sworn to in the presence of a notary public or other official authorized to administer oaths.

A. This sworn statement is submitted to County of Volusia, FL, Purchasing and Contracts;

By: _____
(Authorized individuals name and title)

For: _____
(Name of Company/Individual submitting sworn statement)

B. Local Preference Eligibility

- 1. Vendor has been in business for a minimum of six (6) months prior to the date of bids or quote Yes No
- 2. Vendor has proof of local business in the form of a business tax receipt from a local jurisdiction per Volusia County Local Preference ordinance Yes No

I understand that the submission of this form to the contracting officer for Volusia County, Florida, is valid through the end of term of the awarded Agreement. I also understand that failure to notify the County of Volusia of a change in address out of the local area may result in breach of Agreement.

(Signature)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by _____, who is/are personally known to me **or** who has/have produced _____ as identification.

NOTARY PUBLIC – STATE OF _____

Type or print name:

Commission No.: _____

Commission Expires: _____

(Seal)

9.0 CERTIFICATION AFFIDAVIT BY SUB CONTRACTOR AS LOCAL BUSINESS

This form must be signed and sworn to in the presence of a notary public or other official authorized to administer oaths.

A. This sworn statement is submitted to County of Volusia, FL, Purchasing and Contracts;

By: _____
(Authorized individuals name and title)

For: _____
(Name of Company/Individual submitting sworn statement)

B. Local Preference Eligibility

- 1. Vendor has been in business for a minimum of six (6) months prior to the date of bids or quote Yes No
- 2. Vendor has proof of local business in the form of a business tax receipt from a local jurisdiction per Volusia County Local Preference ordinance Yes No

I understand that the submission of this form to the contracting officer for Volusia County, Florida, is valid through the end of term of the awarded Agreement. I also understand that failure to notify the County of Volusia of a change in address out of the local area may result in breach of Agreement.

(Signature)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by _____, who is/are personally known to me **or** who has/have produced _____ as identification.

NOTARY PUBLIC – STATE OF

Type or print name:

Commission No.: _____

Commission Expires: _____

(Seal)

10.0 CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority- owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are 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 s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Respondent: _____

By: _____
(Authorized Signature)

Title: _____

Date: _____