



REQUEST FOR BID (RFB) 2025-3658

Martin County Board of County Commissioners
Attn: Purchasing Division
2401 SE Monterey Road
Stuart, FL 34996
pur_div@martin.fl.us
www.martin.fl.us

The Board of County Commissioners, Martin County, Florida, will receive sealed bids for:

OILS & LUBRICANTS FOR COUNTY VEHICLE FLEET, MACHINERY, AND EQUIPMENT

Martin County is seeking bids from qualified vendors for the supply, delivery, and service of oils and lubricants for its fleet of vehicles, machinery, and equipment. The selected vendor(s) must ensure high-quality products, timely delivery, and compliance with all regulations.

Sealed bids will be received by the Information Desk on the 1st Floor at the address above or via DemandStar until **2:30 PM** local time, on **Wednesday, March 12, 2025**.

The complete bid document may be downloaded from www.demandstar.com (online bidding site).

Martin County is an equal opportunity/affirmative action employer.

By order of the Board of County Commissioners of Martin County, Florida.

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BID DOCUMENTS

Bidders must register with the online bidding site, DemandStar, in order to receive all required documents and notification of addenda.

This document includes:

1. Basic Scope of Services
2. Instructions to Bidders
3. Sample Agreement between Owner and Contractor

The following documents must be downloaded separately:

<https://network.demandstar.com/>

1. Affidavit Regarding the Use of Coercion for Labor & Services
2. Bid Form
3. Bidder Acknowledgement Form
4. Bidder's Qualification Statement
5. Conflict Affidavit
6. Drug Free Workplace Certification
7. Equal Opportunity Statement
8. E-Verify
9. Local Vendor Preference Certification (only return if eligible)
10. Non-Collusion Certification
11. Public Entity Crimes Statement
12. Vendor Certification Regarding Discriminatory Vendor List
13. Vendor Certification Regarding Scrutinized Companies Lists

SUBMITTAL CONTENT & FORMAT

GOING GREENER!! One original of the following documents must be returned with bid.

Do not return any other pages or documents unless specifically requested in the RFB.

If e-bidding, upload documents as one complete (.pdf) document rather than separately
(no paper copy necessary).

**IMPORTANT: FAILURE TO PROVIDE THE FORMS / DOCUMENTATION LISTED BELOW
MAY DEEM A BID “NON-RESPONSIVE” AND BE INELIGIBLE FOR CONTRACT AWARD.**

Please arrange the bid submittal documents in the following order:

1. Bid Form
2. Affidavit Regarding the Use of Coercion for Labor & Services
3. Bidder Acknowledgement Form
4. Bidder's Qualification Statement
5. Certificate of Corporate Principal
6. Conflict Affidavit
7. Drug Free Workplace Certification
8. Equal Opportunity Statement
9. Licenses/Certifications (provided copies)
10. Local Vendor Preference Certification (only return if eligible)
11. Non-Collusion Certification
12. Public Entity Crimes Statement
13. Vendor Certification Regarding Discriminatory Vendor List
14. Vendor Certification Regarding Scrutinized Companies Lists
15. W-9 (2024 form version)
16. Addenda (signed), if any

SCOPE OF SERVICES

Introduction

This document outlines the scope of work for the supply of oils and lubricants required by the Martin County Board of County Commissioners (hereinafter referred to as “the County”). The purpose of this procurement is to ensure that the County’s fleet of vehicles, machinery, and other equipment maintain optimal performance and are properly maintained, in compliance with established technical specifications and regulatory standards.

Objective

The objective of this procurement is to establish a contract for the supply, delivery, and ongoing support of oils and lubricants to meet the operational needs of the County. The selected supplier will be expected to deliver high-quality products, ensure timely and efficient delivery, and adhere to all applicable local, state, and federal regulations.

Product Specifications and Requirements

The County requires the following oils and lubricants, in accordance with the relevant industry standards and regulatory requirements:

- Engine Oils
- Transmission Fluids
- Hydraulic Oils
- Gear Oils
- Industrial Lubricants
- Greases
- Additives (e.g., fuel additives, anti-wear additives, as applicable)

All products must:

- Conform to American Petroleum Institute (API) standards and SAE specifications or other certifications as required by the County.
- Be free from contaminants and suitable for use in County-owned vehicles, machinery, and equipment.
- Be accompanied by a Certificate of Analysis (CoA) verifying that the product meets the specified standards.

Delivery Requirements

- Frequency and Quantities:
 - Quantities and delivery schedules for oils and lubricants will be determined on an as-needed basis, based on the County’s operational requirements and equipment usage.
 - The supplier must be capable of providing the required quantities on varying schedules, including the ability to accommodate emergency or expedited orders as necessary.

- **Delivery Locations**

Deliveries will be made to the following Martin County locations:

- **Martin County Vehicle Maintenance**
2555 SE Avenger Circle, Stuart, FL 34996
- **Martin County Fire Rescue Fleet Maintenance**
951 SE Ruhnke Street, Stuart, FL 34994
- **Martin County Utilities & Solid Waste**
9101 SW Busch Street, Palm City, FL 34990

The supplier is responsible for ensuring the safe and timely delivery of products to these locations.

- **Packaging:**

- All oils and lubricants must be packaged in containers that ensure safe handling, transportation, and storage.
- Bulk deliveries will require appropriate methods, such as tanker trucks or drums, which should be specified by the bidder.

- **Delivery Timeliness:**

- Deliveries should be made within 24 hours from when the order is received.
- Delivery periods may be extended at the County's discretion, depending on operational needs or unforeseen circumstances.

Quality Assurance and Compliance

- **Product Quality:**

- The supplier is responsible for ensuring that all oils and lubricants meet the specifications outlined by the County, as well as relevant industry standards.
- A Certificate of Analysis (CoA) must be provided with each delivery, confirming that the product meets the applicable standards.

- **Regulatory Compliance:**

- The supplier must comply with all local, state, and federal regulations concerning the handling, transportation, and disposal of oils and lubricants.
- The supplier must adhere to all safety regulations related to hazardous materials, including providing Safety Data Sheets (SDS) for each product.

Supplier Qualifications

- The supplier must hold all necessary licenses, certifications, and insurance required to perform the work in compliance with local, state, and federal regulations.

Bid Form Estimated Quantities

- The estimated quantities provided in this bid are for the purposes of price comparison and are not intended to be all inclusive. Actual quantities may vary depending on the County's operational needs. The bidder should base their pricing on these estimates for evaluation purposes, but the final payment will be determined based on the actual quantities ordered and delivered.

Warranty

- Warranty Coverage
 - The contractor warrants that all oils, lubricants, and related supplies provided under this contract shall be free from defects in material and workmanship and shall conform to the specifications outlined in the bid documents. The products shall be of the highest quality, suitable for their intended use, and free from any defects or failures that may adversely affect their performance.
- Claim Procedure
 - In the event of a warranty claim, the County shall promptly notify the contractor in writing of any defects or issues. Upon notification, the contractor shall investigate the claim and take corrective action, including repair or replacement of the defective product. If repair or replacement is not feasible, the contractor shall provide a full refund for the defective items.

The County may add goods and/or services at any time during the term of this Agreement at a cost to be agreed upon by the Vendor and the County.

Martin County shall not be held to any minimum or maximum purchase quantities.

The County reserves the right to award the Contract to one or more bidders or not make any award(s) under this bid.

BID FORM NOTES / INSTRUCTIONS

- Bidders must specify the Brand/Make for each item listed in the bid form by completing the "Brand/Make" column.
 - Items marked with an asterisk (*) indicate the preferred brand. If supplying the preferred brand, only pricing is required.
 - If the preferred brand is unavailable, bidders should provide an equivalent alternative along with the corresponding pricing.

MINIMUM QUALIFICATIONS

- Bidders seeking to do business with Martin County shall, before award of contract, be registered, or shall have applied for registration, with the Florida Department of State,

Division of Corporations in accordance with the provisions of Chapter 607 and/or 620, Florida Statutes (<https://dos.myflorida.com/sunbiz/>).

- Bidder shall provide reference information for **no fewer than three (3)** contracts in which the Bidder served as the Prime Supplier for oil and lubricant distribution to government or commercial clients, with a scope and volume similar to the requirements of this solicitation.
- Bidders that do not meet the minimum qualifications and do not provide the required past project references may be deemed “non-responsive” and/or “non-responsible”.

CONTRACT

The maximum total value of this contract shall not exceed \$300,000.00 over the life of the contract (to all awarded vendors combined).

The Term of the Contract shall be for a period of three (3) years provided both parties are in agreement and there are no changes to the terms and conditions. The County shall reserve the right to terminate the Contract in accordance with the provisions under the Terms & Conditions herein. The contract may be renewed for two (2) additional 1-year terms, at the County’s sole discretion, for a total maximum term of five (5) years. The awardee agrees to this condition by signing their bid.

INSTRUCTIONS TO BIDDERS

Bidders are encouraged to read the following instructions carefully. Deviations, changes, modifications or failures to complete the bid can, and in some instances shall, invalidate the bid.

1. **PROHIBITED COMMUNICATIONS (“CONE OF SILENCE”)**

The Cone of Silence prohibits any communication regarding a RFB, RFP, RFQ or other competitive solicitation between any bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, AND any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County’s Architect, Engineer or their subconsultants, or to provide a recommendation to award a particular contract, other than Purchasing Division staff (pur_div@martin.fl.us). The Cone of Silence shall be in effect from the time of advertisement until contract award. **Such communication shall result in disqualification.**

2. **EXAMINATION BY BIDDERS**

The Bidder is required to carefully examine the site(s) of the work, specifications, drawings, schedules, special instructions and these general requirements prior to submitting a bid and it will be assumed that the Bidder has investigated and is fully informed of the conditions and obstructions to be encountered, of the character, quality and quantities of work to be performed and materials to be furnished and of the requirements of the plans and other contract documents. The Bidder must inform himself fully of the conditions under which the work is to be performed in relation to both construction and labor conditions; failure to do so will not relieve a successful Bidder of his obligations to furnish all materials, equipment and labor necessary to carry out the provisions of the contract documents and to complete the work for the consideration set forth in their bid.

3. **PREPARATION OF BIDS**

Bids shall be submitted on the Bid Form(s) furnished, or upon an exact copy thereof, and must be signed by an authorized representative of the firm submitting the bid. The County shall not consider any information other than that contained on the Bid Forms; specifically, nothing written on the envelope in which the Bid Forms are contained will be considered except for purposes of identification. Bidders must quote on all items listed and failure to do so will disqualify the bid. The intent of the Bid Form is to secure a price for the work described in the Contract Documents. All bid preparation costs shall be borne by the bidder. The County will not be responsible for paying any bidder for its costs incurred in preparing its bid. **Bid pricing and contact information shall be typewritten.** Handwritten bids shall not be accepted.

4. **BID PRICING**

Bid prices shall be inclusive of all work included in the plans and specs (if any) regardless of itemization on bid form.

5. **QUANTITIES**

The quantities listed in the solicitation, if given, are estimates only and are given only as a guideline for bid preparation. Estimates should not be construed as representing actual quantities to be purchased. Martin County shall not be held to any minimum or maximum purchase quantities.

6. **SUBSTITUTE MATERIAL AND EQUIPMENT**

A bid submittal will be considered on the basis of the specified material and equipment provided in the Contract Documents, Plans, and Technical Specifications. A Prime Contractor/Bidder may propose substitution (also known as an “approved equivalent or equal” item) materials, products, equipment, or suppliers that meets or exceeds the specifications as provided and shall be approved by the Engineer of Record prior to acceptance as a substitution.

Proposed substitutions shall be submitted by the Prime Contractor/Bidder **a minimum of (14) calendar days prior to** the bid due date and shall include supportive information in the form of the manufacturer’s printed literature or brochures, sketches, diagrams, and complete specifications adhering to the intent of the design character, quality, and loading capacities.

The substitution must be accompanied with an explanation in detail of how it will maintain and complement the complete design without any need for revisions. Any additional costs, including design and construction modifications, not anticipated by the Contractor as a result of the substitution or equivalent item shall be the Contractor’s responsibility.

All approved substitutions shall be posted for approval to all bidders a minimum of (5) calendar days prior to the bid due date. Any bids with substitutions that have not been approved by the County as specified herein shall be deemed non-responsive.

7. **MINIMUM STANDARD**

Specifications describe the expected minimum standard. These specifications are intended to be descriptive in nature and are not intended to eliminate any vendor from submitting a bid.

8. **PERMITS / LICENSES / FEES**

Unless otherwise noted in the bid document, any permits, licenses or fees required will be the responsibility of the Contractor as part of the contract, if applicable. No separate payment will be made. Adherence to all applicable code regulations (Federal, State, County, City) are the responsibility of the Contractor.

9. **CONFLICTS, ERRORS, AMBIGUITIES OR DISCREPANCIES**

Bidders shall promptly notify the Purchasing Division (pur_div@martin.fl.us) of all conflicts, errors, ambiguities or discrepancies discovered in the solicitation documents. The County will not be responsible for incorrect assessments by the Bidder.

10. **INQUIRIES/ADDENDA**

Verbal interpretations of the meaning of the Drawings, Specifications, Sample Contract or other Contract Documents will not be valid. **Every request for interpretation shall be in writing and e-mailed to Purchasing at pur_div@martin.fl.us no later than 5:00 PM on Monday the week prior to the bid due date.** The County will respond to all such requests for interpretation and any supplemental instructions in the form of written addenda and shall publish such addenda on the online bidding site (DemandStar) no later than five (5) calendar days prior to the bid opening date fixed for the opening of bids. Bidders must acknowledge receipt of the addenda in their bid. Failure of any bidder to receive, or to acknowledge receipt of any such addenda shall not relieve such bidder from any obligation under its bid as submitted, provided, however, that failure to so acknowledge receipt of any such addenda may render a bid non-responsive and result in its rejection. Bidders are advised to contact

the County prior to submitting bids to satisfy themselves as to the existence and number of all such addenda. All addenda so issued shall become part of the Contract Documents.

11. **BUSINESS REGISTRATION**

Bidders seeking to do business with Martin County (that fall under the categories listed below) shall, before award of contract, be registered, or shall have applied for registration, with the Florida Department of State, Division of Corporations in accordance with the provisions of Chapter 607 and/or 620, Florida Statutes (<https://dos.myflorida.com/sunbiz/>):

- Corporations [foreign or domestic]
- Limited Liability Companies (LLC)
- Non-profits
- Partnerships

Doing Business As [DBA] - If the Bidder's name stands apart from the owner's or partners' personal legal name, or the officially registered name of an LLC or corporation, the Bidder, before award of contract, shall be registered as a fictitious name with the Florida Division of Corporations in accordance with the provisions of Chapter 865, Florida Statutes.

The above requirements are also applicable to all subcontractors proposed in the bid submittal.

12. **LICENSING REQUIREMENTS**

Bidders shall, at the time of submitting a bid in response to this solicitation, be licensed by the appropriate federal, state and local regulatory agencies as it relates to Bidders' profession or business. Bidder shall provide proof of certification and/or registration as a Contractor by the State of Florida applicable to the work required in the solicitation.

The above requirements are also applicable to all subcontractors proposed in the bid submittal.

13. **BIDDERS DISCLOSURE**

In each bid by an individual or firm, there shall be stated the name and address of every person having an interest in the bid; and in case of a corporation the names and addresses of its officers. Bids shall be signed by the person or member of the firm making the same, and in the case of a corporation, by some authorized officer or agent subscribing the name of the corporation and his own name.

14. **SUBMISSION OF BIDS:**

Bids may be submitted via e-bid (DemandStar), hand delivery, or mail.

E-Bidding (via DemandStar) www.demandstar.com

Upload one (1) electronic copy (**single file**) in **PDF format** to DemandStar.

E-bidding through the online bidding site shall be accepted in lieu of a sealed paper bid as outlined below. However, the bidder shall be responsible for ensuring that the required bid documents are properly uploaded and accepted by the online bidding site. The County shall not be responsible for nor accept bids not properly uploaded by the bid due date and time.

Hand Delivery or Mail:

One (1) copy of the Bid must be submitted in a sealed envelope, plainly marked on the outside with the Bidder's name, RFB number and bid due date. Bids shall be delivered to the address detailed on the cover page of this solicitation. If forwarded by regular mail or express mail, the sealed envelope containing the bid and marked as directed above, shall be enclosed in another envelope addressed to the U.S. Mail address indicated on the cover page. If forwarded by overnight courier services (other than United States Postal Service Express Mail), the sealed envelope containing the bid and marked as directed above, shall be enclosed in another envelope addressed to the street address indicated on the cover page. Bids may be hand-delivered. Bids by fax or e-mail will **NOT** be accepted. The County cautions bidders to assure actual delivery of mailed or hand-delivered bids directly to the Martin County Administrative Center (Attn: Purchasing Division), 1st Floor, Information Desk, 2401 SE Monterey Road, Stuart, Florida. Confirmation of timely receipt of the bid may be made by e-mailing pur_div@martin.fl.us before bid opening time. Bids received after the established deadline shall **not** be considered.

15. BID GUARANTY / BID BOND (BIDS OVER \$200,000 ONLY)

Bid must be accompanied by the County's Bid Bond form, including those applicable to the sureties for the Statutory Payment Bond and Common Law Performance Bond (**upload copy of bid bond to DemandStar if e-bidding**). The bond shall be on the Bid Guaranty form provided by the County, with Power of Attorney Affidavit attached, in the amount of 5% of the total bid amount (base bid plus any and all alternates). Alternate bond forms will **not** be accepted. **Failure to provide the County bond forms may deem the bid non-responsive.** In lieu of the Bid Bond, the bid may be accompanied by a certified check of any national or state bank made payable to the County in the amount of 5% of the total bid amount. Any certified check that may be received will be returned to the unsuccessful bidder(s), within thirty (30) calendar days after the opening of the bids. Bid bonds will not be returned to the bidders unless specifically requested by the bidder. Any certified check of the successful bidder(s) will be returned to them promptly after the County and the successful bidder(s) have (i) executed the Contract. Failure of the County to execute the Contract within ninety (90) days after the date of the bid opening shall initiate release of the Bid Bond, certified check, cashier's check, treasurer's check or bank draft of lowest and second lowest bidders unless mutually agreed otherwise.

If e-bidding, bidder shall upload a copy of the bond to DemandStar (www.demandstar.com) and submit the original bid bond to Martin County BOCC, Attn: Purchasing Division, 2401 SE Monterey Road, Stuart, FL, 34996, **within five (5) calendar days** of the bid opening.

16. POWER OF ATTORNEY

Attorneys-in-Fact who sign bonds must file with the board a **certified** copy of their power of attorney to sign such bonds.

17. JOINT VENTURE

If the bid involves a joint venture, a copy of the joint venture agreement shall be included with the bid along with the attached "Statement of Business Organization".

18. RELIANCE UPON BID

The County shall be entitled to rely upon all representations, including financial and other terms of performance, contained within a bid. The bidder further agrees to be bound to perform in accordance with its bid terms, including price. All bid terms, including price, shall be valid for a period of **90 calendar days** from the date of the bid opening.

19. PUBLIC BID OPENING

Sealed bids will be received at the Martin County Administrative Center, Attn: Purchasing Division, 2401 SE Monterey Road, Stuart, Florida 34996, at the time set forth in the solicitation. Bids received after the designated time and date will not be considered. Bids will be publicly opened and read in the Commission Chambers (unless otherwise stated herein).

20. ACCEPTANCE OR REJECTION OF BIDS

The County reserves the right to reject any and all bids when (i) such rejection is in the interest of the County; (ii) such bid is void per se; or (iii) the bid contains any irregularities, provided, however, that the County reserves the right to waive any minor irregularities and to accept the lowest responsible and responsive bid determined by the County. Bids may be considered irregular if there are omissions, unauthorized alterations of any forms, additions not called for, conditional or unauthorized alternate bids, or other irregularities of any kind. The County reserves the right to request a written confirmation of the bid and the responsibility of the bidder prior to the awarding of the Contract. Failure of the bidder to confirm the bid within seven (7) working days from the date of the County's request may render the bid non-responsive and will entitle the County to award to the next lowest bidder and may require forfeiture of the bid bond.

21. REFERENCES

References may be contacted by the County to validate information provided by the Bidder and to determine the client's overall satisfaction with the services provided. Bidder is responsible for notifying their references that the County may contact them. If references cannot be reached, the bid may be deemed non-responsive and rejected. If references obtained by the County are not favorable, the County may reject the bid.

22. PUBLIC RECORD

Bids become a "public record" and shall be subject to disclosure consistent with Chapter 119, Florida Statutes, thirty (30) calendar days after the bid opening or upon bid award in accordance with Chapter 119, Fla. Stat. Marking a proposal "confidential" or "proprietary" does not exclude all or any part of the proposal from disclosure under public records requirements. To claim the proposal or a portion thereof as exempt or confidential and exempt from disclosure, you must state the basis of the exemption, including the statutory citation to an exemption created or afforded by Florida Statutes; state in writing and with particularity the reasons for the conclusion that the proposal is exempt or confidential and exempt; and if only a portion of the proposal is claimed to be exempt or confidential and exempt, provide a redacted version of the proposal showing those portions claimed to be exempt or confidential and exempt. Proposals submitted with claimed exemptions shall be reviewed and release of these records shall be at the County's discretion. Failure to notify the County of claimed exemptions constitutes a waiver and the submittal will be released as requested.

23. WITHDRAWAL OF BIDS

Prior to the bid opening, a bid may be withdrawn provided that the bidder submits a written

request that is signed by an authorized representative of the firm that submitted the bid. However, modifications will not be accepted or acknowledged.

24. NOTICE OF INTENDED AWARD

A bid tabulation will be posted as soon after the bid opening as possible on the County's website at www.martin.fl.us. Notice of Award will be posted on the online bidding site (DemandStar).

25. FUND AVAILABILITY

Any contract resulting from this solicitation is deemed effective to the extent of appropriations available.

26. CONTRACTOR'S FINANCIAL ABILITY

The apparent low, responsive bidder shall provide evidence of financial health prior to bid award, upon request, including but not limited to financial statements, cash flow projections, bank statements and tax returns. Failure to provide requested information shall deem the bidder non-responsible.

27. RESPONSIBLE BIDDER (VENDOR)

Florida Statute 287.012(25) states that a "Responsible vendor" means a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. The County shall review factors, including but not limited to, past project performance, references and length of time in business and shall make the determination of responsibility in its sole discretion. A Contractor Performance Evaluation will be completed at the end of each project. An overall rating of "poor" will result in the Contractor being deemed "non-responsible" for future bids and will result in rejection of bid.

28. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING – F.S. 287.05701

Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the County may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

29. RESPONSIVE BIDDER (VENDOR)

A vendor that has submitted a bid, offer, proposal, quotation or response that conforms in all material respects to the solicitation.

30. BID PROTEST PROCEDURE

Protests shall be in accordance with the procedure outlined in Section 19 of the Martin County Purchasing Manual which is available on the County's website: <https://www.martin.fl.us/resources/purchasing-manual>

31. CONTRACT

The bidder understands that this solicitation does not constitute a Contract with the bidder. County contracts are awarded only when a fully executed written agreement has been returned to the Bidder by the County. No one shall be entitled to rely on any other action as an award. The County will not be liable for any costs incurred by the bidder prior to execution

of the contract by the parties. The bidder to whom the award is made shall, within fourteen (14) calendar days after receipt of the Contract, execute the Contract on the form attached and return it to the County. The executed Contract should be returned to the County accompanied by the required insurance documents and any other documentation that may be required by the Contract documents to be submitted at that time. If the bidder fails to execute the Contract or provide the insurance and other required documentation within fourteen (14) calendar days, there shall be just cause for the annulment of the award and forfeiture of the Bid Guaranty (if applicable) to the County. Award may then be made to the next lowest, responsible, and responsive bidder or the work may be re-advertised at the County's sole discretion.

32. EQUAL OPPORTUNITY

The County recognizes fair and open competition as a basic tenet of public procurement. Contractors doing business with the County are prohibited from discriminating on the basis of race, color, creed, national origin, handicap, age or sex.

33. LOCAL VENDOR PREFERENCE

When a responsible and responsive, non-local business submits the lowest price bid and the bid submitted by one or more qualified and responsive local businesses is equal to or within five percent (5%) of the price submitted by the Apparent Low Bidder, then the local business with the apparent next-lowest qualified and responsive bid offer shall have the opportunity to submit an offer that matches the price offered by the Apparent Low Bidder in accordance with Section 135.7, Code of Ordinances, Martin County Code.

34. AWARD

For the purpose of award, the County will consider as the bid the correct summation of each unit price multiplied by the estimated quantities or the submitted total of all line items at the County's sole discretion and in the County's best interest. The County may award based on the basis of quantities included in the BASE BID or quantities included in the base bid plus bid alternatives, if any, and/or number of days to complete, at the County's sole discretion. The County reserves the right to cancel the bid, accept or reject any and all bids in whole or in part, and waive any irregularity or technicality in bids received. When it is determined there is no competition to the lowest responsive, responsible Bidder, rebidding of the project is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. The County reserves the right to award the Contract to one or more bidders or not make any award(s) under this bid.

35. SPLIT AWARD

Martin County reserves the right to award to the overall lowest, most responsive bidder or to award by line item should that be in the best interest of the County.

36. SUBCONTRACTING / ASSIGNMENT

The Contractor shall not assign the contract or subcontract any requirement without obtaining the prior written approval of Martin County.

37. USE OF COUNTY CONTRACTS BY OTHER ENTITIES

At the option of the Contractor, use of County contracts may be extended to other governmental agencies, and non-profit organizations for piggybacking. Each entity allowed by the Contractor to use a County contract shall do so independent of any other entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or

services ordered, received and accepted. The County does not endorse the use of any contractor and shall not be liable for any third-party transaction. The Contractor shall not be obligated to extend piggyback offers.

38. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists, or warranties it is understood and agreed that the general and special conditions in this solicitation are the only conditions applicable to this bid and the bidders authorized signature affixed to the bid signature section attests to this fact.

39. SHIPPING / DELIVERY

Goods, services, supplies or equipment covered in the specifications shall be delivered F.O.B. Destination.

40. PERFORMANCE DURING EMERGENCY

By submitting a bid, bidder agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, Martin County shall be given "first priority" for all goods and services under this contract (if applicable). Bidder agrees to provide all goods and services to Martin County throughout the emergency/disaster at the terms, conditions, and prices as provided in this solicitation, and with a priority above, a preference over, sales to the private sector. Bidder shall furnish a 24-hour phone number and address to the County in the event of such an emergency. Failure to provide the stated priority/preference during an emergency/disaster shall constitute breach of contract and make the bidder subject to sanctions from further business with the County.

41. FEDERAL, STATE AND COUNTY REGULATIONS

The successful bidder(s) and their employees shall conform to all Federal, State and County regulations while in performance of their contracts. Any individual found not to conform shall not be allowed to start to work or if started shall be required to leave the job site immediately. Continued violations by any Successful Bidder shall result in the immediate termination of the Successful Bidder contract.

42. CONFLICT OF INTEREST

Section 112.313, Florida Statutes, prohibits contracts with County employees, officers and advisory board members. All vendors must disclose the name of any Martin County officer or employee who is employed by (Section 112.313(7), Florida Statutes) or owns, directly or indirectly an interest in the vendor's firm or any of its branches (Section 112.313 (3), Florida Statutes). Advisory Board Members, County officers or County employees may qualify for an exemption by including a completed Commission on Ethics Form 3A with their submittal and filing such form with the Supervisor of Elections in accordance with Section 112.313(12)(b), Florida Statutes. Please contact the Purchasing Division for additional information.

43. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

44. IMMIGRATION REFORM AND CONTROL ACT OF 1986

The Contractor agrees that it does not and will not, during the performance of the Contract, employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the Contract. The Contractor shall be responsible for including this provision in all contracts with subcontractors related to this Contract.

45. NON-COLLUSION

Martin County reserves the right to disqualify bids upon evidence of collusion with intent to defraud, or other illegal practices to include circumventing or manipulating the bid process in a manner that conflicts with applicable law, upon the part of the Bidder(s), Bidder's employees or agents, the County's Professional Consultant(s), or Consultant's agents, or any County employee(s) who may, or may not, be involved in the development of bid specifications and/or firm bid schedules. Multiple bids from an individual, partnership, corporation, association (formal or informal) or firm under the same or different names shall not be considered. Reasonable grounds for believing that a Bidder has interest in multiple proposals for the same work shall be cause for rejection of all proposals in which such Bidder is believed to have an interest in. Any and/or all proposals shall be rejected if there is any reason to believe that collusion exists among one or more of the Bidders, the County's Professional Consultant(s) or County employees. Any Contractor involved in the development of bid specifications or has direct knowledge of the bid specifications prior to a bid advertisement shall be disqualified from participating in the applicable bid process.

46. PUBLIC ENTITY CRIMES

Any bidder, or any of his suppliers, subcontractors, or consultants who shall perform work which is intended to benefit the County shall not be a convicted vendor or, if the bidder or any of his suppliers, subcontractors, or consultants of the bidder has been convicted of a public entity crime, a period longer than 36 months shall have passed since that person was placed on the convicted vendor list. The bidder further understands and accepts that any contract issues as a result of this solicitation shall be either voidable by the County or subject to immediate termination by the County, in the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 Florida Statutes. The County, in the event of such termination, shall not incur any liability to the respondent for any work or materials furnished.

47. VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

48. SUSPENSION AND DEBARMENT

Martin County will not make award to parties listed on the government-wide exclusions list in

the System for Award Management (SAM). The bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. By submittal of a bid in response to this solicitation, bidder asserts neither it nor its principals are presently debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded from participation in this work by any Federal department or agency. For work funded by federal grant, contractor is required to have an active registration with the System for Award Management (<https://sam.gov/content/home>) prior to execution of the agreement.

49. E-VERIFY

Bidder must be registered with and use, at their sole expense, the Department of Homeland Security's E-Verify system (www.e-verify.gov) to confirm the employment eligibility of all newly hired employees, as required by Section 448.095, F.S. Owner, contractor, and subcontractors may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Contractor is responsible for obtaining proof of E-Verify registration for all subcontractors. This requirement applies to any provider of services or goods.

50. ADDITIONAL INFORMATION

All terms and conditions of the Martin County Purchasing Manual are incorporated into this solicitation by reference and are fully binding. Bidders are required to submit their responses to this solicitation, and to conduct their activities during this process in accordance with the Martin County Purchasing Manual. This solicitation, the subsequent evaluation, negotiations, and contract award shall be in accordance with the Martin County Purchasing Manual. The County reserves the right to disqualify, remove from consideration, or debar as appropriate, any vendor that does not comply with the applicable requirements set forth in the Martin County Purchasing Manual. The Purchasing Manual is available on the County's website: <https://www.martin.fl.us/resources/purchasing-manual>

Each Respondent, by submitting a bid in response to this solicitation, hereby agrees to comply with, and perform in accordance with any and all policies and procedures provided in the Martin County Purchasing Manual, the County Administrative Code, and any and all other local, state, and federal rules, regulations, laws, codes and ordinances throughout the solicitation and contract term.



SAMPLE

AGREEMENT BETWEEN COUNTY AND CONTRACTOR FOR GOODS AND SERVICES

THIS AGREEMENT, effective this _____ day of _____ in the year, _____, between:

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, (hereinafter COUNTY), located at 2401 S.E. Monterey Road, Stuart, FL 34996

AND the CONTRACTOR:
(hereinafter CONTRACTOR)

Contract Name:

Contract Number:

Contract Term: Three (3) years plus two (2) 1-year renewal options
(Not to exceed 5 years)

Not to Exceed Amount: \$

WHEREAS, COUNTY has previously determined that it has a need for goods and/or services more specifically outlined in the Request for Bids (RFB) and the Scope of Services; and

WHEREAS, COUNTY solicited competitive bids for such services pursuant to the Martin County bid number referenced on Page 1 of this Agreement; and

WHEREAS, COUNTY awarded the Bid to CONTRACTOR; and

WHEREAS, CONTRACTOR has represented that it is able to satisfactorily provide the services and or materials according to the terms and conditions of the RFB, which is incorporated herein by reference, and the terms and conditions contained herein; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. **Services to be Performed.** The CONTRACTOR hereby agrees to provide the COUNTY with goods and services, as requested and more specifically outlined in the Scope of Services attached hereto and made a part hereof as Exhibit A, this Agreement and all subsequent official documents that form the Contract Documents for this Agreement, including any additional contract terms contained herein.

2. **Time of Service.** Services shall be performed in a timely manner, as specified in the Request for Bid or as set forth herein.

3. **Term of Agreement/Option of Renewal.** This Agreement shall be in effect from the date of execution and for the term and agreed upon renewal options indicated on Page 1 of this Agreement. This Agreement may be extended subject to execution of a written agreement between the COUNTY and CONTRACTOR for up to 90 additional days beyond the term and agreed upon renewal options. This option shall be exercised only if all prices, terms and conditions remain the same, or decrease.

4. **Amendment of the Agreement.** This Agreement may be amended only by mutual written agreement signed by the parties. No statement, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or is binding upon any of them. The parties acknowledge that this agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

5. **Assignment/Subcontracting.** The CONTRACTOR shall perform all services and provide all goods and equipment required by this Agreement. No assignment or subcontracting shall be allowed without the prior written consent of the COUNTY. In the event of a corporate acquisition and/or merger, the CONTRACTOR shall provide written notice to the COUNTY within thirty (30) business days of CONTRACTOR'S notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this Agreement, which shall not be unreasonably exercised by the COUNTY, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state or federal laws. Action by the COUNTY awarding a bid to a bidder, which has disclosed its intent to assign or subcontract in its response to the RFB, without exception shall constitute approval for purpose of this Agreement.

6. Termination.

6.1 COUNTY shall notify CONTRACTOR of any failure to comply with any requirement in the Scope of Work and shall notify CONTRACTOR in writing of such failure/default. CONTRACTOR shall correct such failure/default within five (5) working days. COUNTY shall have the right to terminate this Agreement if such correction is not made within the time specified above.

6.2 Failure of the CONTRACTOR to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the sole discretion of the COUNTY.

6.3 COUNTY reserves the right to cancel this Agreement, without cause, by giving thirty (30) days prior written notice to the CONTRACTOR of the intention to terminate.

7. Compensation. COUNTY shall pay CONTRACTOR upon CONTRACTOR's completion of, and COUNTY's acceptance of, the services required herein, in the amounts specified in the Price Schedule attached hereto and made a part hereof as Exhibit B. Price escalations will be considered at the end of each year and must be documented with written verifications of industry price increases.

7.1 The County may in its sole discretion make an equitable adjustment in the pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace that is by circumstances that satisfy all of the following:

- a. The volatility is due to causes wholly beyond the successful bidder's control.
- b. The volatility affects the marketplace or industry, not just the particular successful bidder source of supply.
- c. The effect on pricing or availability of supply is substantial.
- d. The volatility so affects the successful bidder that continued performance of the contract would result in a substantial loss.

7.2 Any adjustment would require irrefutable evidence and written approval by the Purchasing Manager.

7.3 If an adjustment to pricing is granted, beginning quarterly on dates agreed to between the County and the awardee, the awardee shall provide the Purchasing Manager with written justification to continue the pricing adjustment. If awardee does not provide the quarterly update, pricing shall revert back to the original pricing submitted by the awardee.

7.4 COUNTY shall pay invoices in accordance with the Local Government Prompt Payment Act.

8. Permit/ Licenses. CONTRACTOR must secure and maintain any and all permits and licenses required to complete this Agreement.

9. Public Records.

9.1 CONTRACTOR shall comply with the provisions of Chapter 119, Fla. Stat. (Public Records Law), in connection with this Agreement and shall provide access to public records in accordance with §119.0701, Fla. Stat. and more specifically Contractor shall:

9.1.1 Keep and maintain public records required by the County to perform the Agreement.

9.1.2 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 in Chapter 119, Fla. Stat. or as otherwise provided by law.

9.1.3 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 Agreement term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the County.

9.1.4 Upon completion of the Agreement, 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 Agreement. If the CONTRACTOR transfers all public records to the County upon completion of the Agreement, 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 Agreement, 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.

9.1.5 All blueprints, schematics and design drawings received by the CONTRACTOR from the COUNTY shall not be re-copied or forwarded to another party unless documented permission has been received by COUNTY. Documents shall be documented as retained, returned, or destroyed by CONTRACTOR accepting said documents. In accordance with the Florida Public Records Act, these documents are exempt from Public Disclosure as described in 119.071, Fla. Stat., general exemptions from inspection or copying of public records.

9.2 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772) 419-6959, public_records@martin.fl.us, 2401 SE MONTEREY ROAD, STUART, FL 34996.

9.3 Failure to comply with the requirements of this Article shall be deemed a default as defined under the terms of this Agreement and constitute grounds for termination.

10. Minimum Insurance Requirement. The CONTRACTOR must maintain insurance in at least the amounts required throughout the term of this Agreement or any renewals or extensions. The CONTRACTOR must provide a Certificate of Insurance in accordance with the Insurance Requirements and as set forth herein naming the COUNTY as an additional insured evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Agreement.

- a. Loss Deductible Clause: The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.
- b. Worker's Compensation Insurance: The Contractor shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of its employees connected with the work of this project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation statute, the Contractor shall provide, and cause each subcontractor to provide adequate insurance, satisfactory to the COUNTY for the protection of its employees not otherwise protected. Coverage to include Employers Liability \$100,000 each accident, \$100,000 each Disease/Employee and \$500,000 each Disease/Maximum.
- c. Commercial Automobile Liability Insurance: The Contractor shall take out and maintain during the life of this agreement Comprehensive Automobile Liability Insurance for "**Any Auto**" (owned, hired and non-owned) for a minimum of \$1,000,000 Combined Single Limit. The County is to be named as Additional Insured.
- d. Commercial General Liability Insurance: The Contractor shall take out and maintain during the life of this agreement Commercial General Liability Insurance including coverage for bodily injury, property damage, personal/advertising injury and products/completed operations for negligent acts which may arise from operations under this Agreement whether such operations are alone or by anyone directly or indirectly employed by it. The policy should include Contractual Liability to cover the hold harmless and indemnity provision as set forth in this agreement. The County is to be named as Additional Insured on a primary and noncontributory basis.

The amounts of such insurance shall be the minimum limit as follows:

Each Occurrence -	\$1,000,000
Personal/Advertising Injury -	\$1,000,000
Products/Completed Operations Aggregate -	\$2,000,000
General Aggregate -	\$2,000,000
Fire Damage -	\$100,000 and 1 fire
Medical Expense -	\$10,000 any 1 person

- e. Commercial Automobile, General Liability and Workers Compensation Insurance: The Contractor shall require each of its subcontractors to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of his subcontractors in its policy, as specified above.
- f. Waiver of Subrogation. The CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent.

11. Indemnification. CONTRACTOR shall indemnify and hold harmless the COUNTY and Federal government from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, person or property by or from the said CONTRACTOR; or by, or in consequence of any neglect in safeguarding the work; or by the use of unacceptable materials in the construction of improvements; or on account of any act or omission, neglect or misconduct of the said CONTRACTOR; or by, or on account of, any claim or amounts recovered under the "Workers Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the COUNTY. The first ten dollars (\$10.00) of compensation received by the CONTRACTOR represents specific consideration for this indemnification obligation.

12. Governing Law. The laws of the State of Florida shall govern this Agreement.

13. Independent Contractor Status and Compliance with the Immigration Reform and Control Act of 1986. The CONTRACTOR is and shall remain an independent contractor and is neither agent, employee, partner nor joint venture of COUNTY. CONTRACTOR acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control act of 1986 located at 8 U.S.C. 1324, et. Seq., and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the Agreement, at the discretion of COUNTY.

14. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement to be impossible or performance.

15. Conflict of Interest. CONTRACTOR represents that it has no interest and shall acquire no interest(s), which conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part 111, of the Florida Statutes, CONTRACTOR further represents that no person having any interest shall be employed for said performance. CONTRACTOR shall notify COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence CONTRACTOR'S judgment or quality of services being provided

hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CONTRACTOR may undertake and request an opinion from COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by CONTRACTOR, COUNTY shall so state in the notification and CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict with respect to services provided to COUNTY by CONTRACTOR under the terms of this Agreement.

16. Documents Comprising Agreement. The Agreement documents shall include this Agreement as well as the following documents, which are incorporated herein by reference.

- a. Martin County's Request for Bid and all of its addenda and attachments which are part of the RFB set forth above.
- b. Contractor's Certificate of Insurance required in the Request for Bid;
- c. Contractor's response to the RFB or soliciting document.

17. Dispute Resolution.

17.1 As a condition precedent to the filing of any legal proceedings, the parties shall endeavor to resolve claim disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the COUNTY shall select the mediator, who, if selected solely by the COUNTY, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediator.

17.2 **Attorney's Fees.** The parties expressly agree that each party will bear its own attorney's fees incurred in connection with this Agreement.

17.3 **Venue.** This Agreement and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall lie in Martin County, Florida.

17.4 **Non-jury trial.** The parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected with this Agreement.

17.5 The parties expressly and specifically hereby waive all tort claims and limit their remedies to breach of contract as to any issue in any way connected with this Agreement.

18. Confidential Information.

18.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software, and documentation of one Party (a "Disclosing Party") that is furnished or made available or otherwise disclosed to the other Party or to such other Party's employees, contractors, or agents (a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be clearly and conspicuously marked "Proprietary". Such information may be disclosed to those persons who have a need for it in connection with the provision of services required to fulfill this Agreement

and shall be used by those persons only for such purposes; and may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of such use in writing by the Parties. Notwithstanding the foregoing sentence, COUNTY shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law, including but not limited to Section 119, Fla. Stat. Existence and terms of this Agreement shall constitute a public record and shall be subject to Section 119, Fla. Stat. CONTRACTOR agrees to comply with the requirements of Sec. 119.0701, Fla. Stat.

18.2 If COUNTY receives a public records request for public records received from CONTRACTOR, including any public records request for Proprietary Information or for records that may be or may contain Proprietary Information, COUNTY shall promptly notify CONTRACTOR. The notice shall inform CONTRACTOR that it must promptly inform COUNTY, in writing, whether or not CONTRACTOR claims an exemption to the release of part or all of the requested public record. If CONTRACTOR claims that part or all of a public record is exempt from inspection and copying, that writing shall state the basis of the exemption that it contends is applicable to the record, including the statutory citation to an exemption created or afforded by statute. If CONTRACTOR claims that an exemption applies to part of a requested public record, CONTRACTOR shall, in that writing, identify for redaction the part of that public record to which the exemption is asserted and validly applies, and the remainder of that public record shall be produced for inspection and copying. If CONTRACTOR promptly notifies COUNTY of a claim of exemption, COUNTY shall review the exemption claimed and decide whether to release the public records. If CONTRACTOR fails to promptly notify COUNTY that it claims an exemption to the release of the requested public record, that failure constitutes a waiver of any claim of trade secret or confidentiality, and COUNTY shall release the record as requested.

18.3 CONTRACTOR will indemnify, defend, and hold COUNTY, COUNTY's elected officials, employees, agents, and attorneys and their successors (each an "Indemnitee") harmless of and from any claim brought or threatened against any Indemnitee by any person or entity on account of or related to any public records request for public records, as that term is defined in Section 119.011, Fla. Stat., that are or may be or may contain Proprietary Information, each of which may be defended, settled or pursued by COUNTY with counsel of COUNTY's choice but at the expense of CONTRACTOR, including reasonable attorneys' fees and costs, including attorneys' fees and costs in litigation and on appeal incurred by or awarded against any Indemnitee or agreed upon by any Indemnitee as part of any settlement of any claim for attorney's fees and costs for failure to produce requested public records disclosed to an Indemnitee by CONTRACTOR.

18.4 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement, subject to Chapter 119 and other public records retention requirements set forth in Florida law.

19. Requirement to E-Verify. As a condition precedent to entering into this AGREEMENT, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

A. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract

with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.

- B. The COUNTY, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat., or the provisions of this section shall terminate the contract with the person or entity.
- C. The COUNTY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- D. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(5)(d), Fla. Stat. Contractor acknowledges that upon termination of this AGREEMENT by the COUNTY for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the COUNTY as a result of termination of any contract for a violation of this section.
- E. *Subcontracts.* Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have executed this Agreement as of the date first above written.