



**Marion County Board of County Commissioners  
Procurement Services Department  
2631 SE Third St  
Ocala, FL 34471**

(352) 671-8444 (main)  
(352) 671-8451 (fax)

[Procurement@MarionFL.org](mailto:Procurement@MarionFL.org) (general e-mailbox)

**BID: 23B-093 Truck Mount All-Terrain ForkLift**

**LAST DAY FOR QUESTIONS:** February 21, 2023, 12:00PM

**DUE DATE:** March 3, 2023, 3:00PM

**BUDGET: \$55,000**

**SUMMARY OF SCOPE:** Marion County Fire Rescue is seeking bids from qualified suppliers to provide a truck mount all terrain forklift.

Marion County Procurement Services will continue to offer all formal bid openings and Selection Committee Meetings via videoconference on WebEx, and most Pre-Bid/Pre-Award Meetings via teleconference, until further notice.

**\*\*Please note that this information may change at any time and with very little notice.**

For questions relating to this bid, contact: Shari Chinevere | shari.chinevere@marionfl.org

Contractors who receive this bid from sources other than Marion County or DemandStar shall contact Procurement Services *prior to the due date* to ensure any addenda are received in order to submit a responsible and responsive offer. Submitting an incomplete document may deem the offer non-responsive, causing rejection.

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

**DESCRIPTION**

**PRICE**

Truck Mount All Terrain ForkLift, per scope. \$ \_\_\_\_\_

Delivery Fee \$ \_\_\_\_\_

**Total Delivered Price \$** \_\_\_\_\_

**LEAD TIME** \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

# BID 23B-093 - Truck Mount All-Terrain ForkLift

## TABLE OF CONTENTS

Marion County Cover Sheet for Invitation to Bid.....	Page 1
Table of Contents.....	Page 2
Part 1 – Scope of Work.....	Pages 3
Required Documents/Forms.....	Pages 4-6
(Additional documents not included in this section may be required)	
Part 2 – Intent & General Information.....	Pages 7-10
Part 3 – General Conditions.....	Pages 11-17

### Bid Opening Information:

When it's time, join your Webex meeting here.

[Join meeting](#)

#### More ways to join:

##### Join from the meeting link

<https://marioncountyfl.webex.com/marioncountyfl/j.php?MTID=mdae9fb9878f89f3fb41f8004fd6648ac>

##### Join by meeting number

Meeting number (access code): 2315 151 5805

Meeting password: jDcdmASi233

##### Tap to join from a mobile device (attendees only)

[+1-415-655-0001,,23151515805##](tel:+1-415-655-0001,,23151515805##) US Toll

##### Join by phone

+1-415-655-0001 US Toll

[Global call-in numbers](#)

**BID 23B-093**  
**Truck Mount All-Terrain ForkLift**  
**PART 1 - SCOPE OF WORK**

Marion County Fire Rescue is seeking bids from qualified suppliers to provide a truck mount all terrain forklift with the following specifications:

- **LIFTING CAPACITY:** 2000lb or greater
- **ENGINE:** Diesel Engine( Kubota or approved equal)
- **DRIVE:** 3 Wheel Drive
- **LOAD SPACING:** 59in
- **TIRES:** Skid Steer Drive and Steer (Tire sealant, Foam Filled Steer Tire)
- **MAST HEIGHT:** 70in minimum
- **FORK REACH:** 36in. minimum
- **HEADBOARD WIDTH:** 48in with side shift
- **FORKS:** 48in Pallet
- **OPTIONS:** Roll over protection, Heavy Duty Tilt Cyl, Mirror, Remote Valve Kit, Smart back up alarm, Strobe, 1-year warranty, Truck mount kit.
- **MAX LEAD TIME:** A maximum lead time of 90 calendar days from date County places order with vendor.

**Lead time must be included on pricing page.**

Total delivered price must be all inclusive, no additional fees will be allowed or accepted.

**DELIVERY:**

Forklift shall be delivered to the following address during MCFR Logistics business hours which are M-F 7:30 AM – 4:00 PM:

Delivery Location: Marion County Fire Rescue - Logistics  
981 NE 16th Street, Bldg. 2  
Ocala, FL 34470

\*\*\*\*\*

**ACCEPTANCE OF TERMS:** Acceptance of the terms and conditions is a mandatory aspect of being considered responsive. Bidders wanting to challenge any of the Terms and Conditions or question alternatives to Specifications as listed herein must do so during the period before the Last Day for Questions. If the County does not authorize a change prior to bid closing via addendum, the Terms and Conditions or Specifications stand; any counter-proposal on Terms and Conditions, or Specifications will be rejected, as will the bid.

**PUBLIC RECORDS:** *Florida Statutes was amended June 2, 2011* to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that bidders will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening.

## SIMILAR WORK DETAIL

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

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

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

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

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

# CONFLICT OF INTEREST STATEMENT

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

## PART 1.

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

## PART 2.

Are you going to request an advisory board member waiver?

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

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

COMPANY \_\_\_\_\_

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

SIGNATURE \_\_\_\_\_

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

# BID 23B-093 - Truck Mount All-Terrain ForkLift

## Local Firm Certification Statement

*Local vendor preference will not apply unless a qualified application is included with the bid.  
(Not qualifying or not including the certificate does not prevent any company from submitting a bid)*

1. The company has had an office located in Marion County, Florida for at least one (1) year immediately prior to the issuance of this bid and will continue to do so for the duration of the contract.
2. The company maintains that as a minimum, thirty percent (30%) or more of full time employees have a primary residence located within the legal boundaries of Marion County.
3. The company's owner or principal officer maintains a primary residence located within the legal boundaries of Marion County.
4. The company has a tangible property tax identification for the business address located in Marion County.
5. Business location is accessible to the public during regular business hours.
6. Please check one of the following: Office is located in: a residence\_\_\_ or commercial office\_\_\_

**Procurement Services utilizes websites such as the Marion County Property Appraiser's Office, Sunbiz.Org and Google to confirm provided information.**

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

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

Owner/Principal Officer's Name: \_\_\_\_\_

Owner/Principal Officer's Signature: \_\_\_\_\_

Date business established in Marion County? \_\_\_\_\_

The firm DOES\_\_\_ DOES NOT \_\_\_\_\_ qualify as a local firm for this bid.

*By signing this certification statement, the vendor affirms that the above information is true and accurate and has not knowingly provided false information. I make this certification with full knowledge that should any information be proved false that my company may be excluded from bidding on County projects for up to three (3) years.*

**LOCAL VENDOR PREFERENCE:** If a low bid is received by a responsive responsible bidder who is not a local vendor, and the second low bidder is a local vendor submitting a responsive responsible bid within 10% of the low bid, both the low bidder and the second low bidder will have the opportunity to present a Best-and-Final-Offer ("BFO" or bid-off) at a price that shall not exceed the original offer. **FIRMS WILL BE NOTIFIED BY EMAIL WITHIN 48 HOURS, and PUBLIC POST TO DEMANDSTAR IF THEY QUALIFY FOR THE BFO.** The BFO will be submitted in a sealed envelope by a date and time set forth by Procurement Services, and the lowest responsive responsible bidder of the BFO will be considered for award. Vendors shall affirm in writing their compliance as a local vendor by filling out this Local Vendor Certificate and returning with their original bid (may NOT be turned in or changed after-the-fact) in their bid packet. A vendor who knowingly misrepresents the local vendor status of its firm in a bid will lose the privilege to claim local vendor status for a period of one year. The Procurement Services Director, at their discretion, may also recommend that the firm be referred for debarment in accordance with Section 2-248 of the procurement code of Marion County.

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

# BID 23B-093

## Truck Mount All-Terrain ForkLift

### PART 2 - INTENT AND GENERAL INFORMATION

Thank you for your interest in working with Marion County. Pertinent information and required documents regarding this bid as part of a responsive offer are listed below:

**2.1 INVITATION TO BID:** Sealed bids will be received by the Marion County Procurement Services Department at 2631 SE Third St, Ocala, Florida 34471 on behalf of the Board of County Commissioners, until the date and time indicated on the Cover Page for this project. Marion County may award this bid to one or more vendors, unless specifically noted.

**QUESTIONS/CLARIFICATIONS/PRE-BID MEETING:** If scheduled, attending this non-mandatory meeting is strongly recommended as the project's scope of work, procedures, and specifications will be discussed at this time, and it is the only time during this open-bid process vendors may ask questions *directly of the end user*. All other questions must be made only to Procurement, and must be received by the date indicated on the Cover Page to be considered. Technical and/or specification questions will not be answered over the phone; they must be submitted by fax or email, and when clarified by addendum, shall be acknowledged on the Bid Cover Page.

**PROHIBITION OF LOBBYING:** To ensure fair consideration for all proposers, The County prohibits communication to or with any department or employee during the submission process, except as provided in this section. Additionally, the County prohibits communication initiated by a proposer to any county official or employee evaluating or considering the proposals (up to and including the County Administrator or Board of County Commissioners) before the time an award decision has been made. Any communication between proposer and the County will be initiated by the Procurement Services staff in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Such communications initiated by a proposer may be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

**2.2 HOW TO SUBMIT A BID:** Bidders are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required previously stated information appears on the outer package or envelope used by such service. Include all required documents having authorized signatures; itemized and included herein, all must be received in a sealed package prominently marked on the outside with the contact's name, phone number, fax number, e-mail address (if applicable), company name, address along with the project title: **23B-093 - Truck Mount All-Terrain ForkLift. DEADLINE** and receiving location for submittals in response to this Invitation to Bid is listed on the Cover Page. Submissions by fax or other electronic media will not be accepted *under any circumstances*. Proposers who fail to include the project title or number on the envelope face may be deemed "non-responsive," and such proposers shall have no grounds of protest in the event their submittals are opened in error. The County is not responsible for, and will not accept or consider late offers due to delays caused by any mail, package or courier service, including the US mail, or caused by any other occurrence.

**2.3 HOW TO ASSEMBLE YOUR BID:** The following documents and forms must accompany any offer submitted **in the order identified**, and will be the basis for review and award. *Please do not include items not requested.* A submittal returned without these documents may deem the offer non-responsive. Marion County reserves the right to request additional information from any vendor prior to award. *\*Documents included with this Bid package*

- \_\_\_\_\_ \*Vendor Certification/Addendum Acknowledgement/Cover Page
- \_\_\_\_\_ \*Bid Form(s) - (Leave no blanks; indicate N/A or No Bid where applicable)
- \_\_\_\_\_ \*Local Vendor Certification Form – Must be completed to claim local vendor preference
- \_\_\_\_\_ \*Similar Work Detail (minimum of 3) (no older than the past 5 years)

- \_\_\_\_\_ \*Conflict of Interest Statement
- \_\_\_\_\_ Company W-9
- \_\_\_\_\_ Certificate of Insurability - as noted in Section 1.7
- \_\_\_\_\_ Proof of firm entity location (tangible tax listing, firm license or registration on www.sunbiz.org, or other type of location documentation)
- \_\_\_\_\_ Proof of Vendor's Registration with E-Verify
- \_\_\_\_\_ Copy of any applicable and current license or certification required by the City/County/State

**2.4 AWARD:** Awards of contracts and/or purchases shall be to the lowest most responsible bidder. In determining the lowest responsible bidder and that purchase or contract that will best serve the interests of the County. ***The Marion County Board of County Commissioners may reject a bid based on past performance of Contractor.*** The Procurement Services Director, as appropriate, shall consider, but shall not be limited to, in addition to price, the items as listed below:

- The ability, capacity and skill of the bidder to perform under the terms of the bid documents.
- Whether the bidder can perform the contract or provide the materials or service promptly, or within the time specified, without delay or interference.
- The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- The quality of performance of previous contracts and the providing of materials and/or services.
- The previous and existing compliance by the bidder with laws and ordinances relating to the contract, or the providing of materials or services.
- The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the materials or services.
- The quality, availability and adaptability of the supplies, equipment, or contractual services to the particular use required.
- The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
- The number and scope of conditions attached to the bid.

**2.5 THIS SECTION DOES NOT APPLY**

**2.6 THIS SECTION DOES NOT APPLY**

**2.7 INSURANCE(S) REQUIRED** Proof of insurability - The submittal shall contain proof of insurability issued by a company authorized to do business in the State of Florida, and with an A.M. Best Company rating of at least A- for the required insurance(s) listed below. Self-Insured companies that cannot be rated, will also be considered.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

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

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

COMMERCIAL GENERAL LIABILITY

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

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



- \$2,000,000 each occurrence for Products and Completed Operations

#### **BUSINESS AUTOMOBILE LIABILITY**

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

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

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

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

**2.9 ACKNOWLEDGEMENT OF CONTRACTOR RESPONSIBILITIES:** Contractor shall review and acknowledge all addenda issued to date on the Cover Page. Agent understands timely commencement may be considered in award of this Bid, and cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for assessment of liquidated damages claims. I further certify services will meet or exceed Bid requirements. I, the undersigned, declare I have carefully examined the Bid, specifications, terms and conditions as applicable, and I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare I have not divulged, discussed or compared this Bid with any other Offeror and have not colluded with any Offerors or parties to a Bid whatsoever for any fraudulent purpose.

**2.10 WARRANTY:** CONTRACTOR warrants to COUNTY that all labor furnished to progress the Work under this Agreement will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Agreement, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Agreement. All Work not conforming to these requirements may be considered defective. When not specifically identified in the bid documents, the warranty shall commence upon release of final retainage.

#### **2.11 PUBLIC RECORDS COMPLIANCE SERVICES/CONSTRUCTION IF NO AGREEMENT:**

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

1. Keep and maintain public records required by the County to perform the service.
  - The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. ([See https://dos.myflorida.com/library-archives/records-management/general-records-schedules/](https://dos.myflorida.com/library-archives/records-management/general-records-schedules/))
  - Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the County. CONTRACTOR'S records under this Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided for by law. If a CONTRACTOR does not comply with the County's request for records, the County shall enforce the provisions in accordance with the contract.
3. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to County.
4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the CONTRACTOR or keep and maintain public records required by the County to perform the service. If the CONTRACTOR transfers all public records to the County upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon the completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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

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

# BID 23B-093

## Truck Mount All-Terrain ForkLift

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

**3.1 PUBLIC ENTITY CRIME:** A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide goods or services to a public entity, for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**3.2 INDEMNIFICATION :** Contractor shall indemnify and hold harmless County, its officers and employees, from liabilities, damages, and losses, including, but not limited to, property damage, harm or personal injury to third persons, such as death, and costs, including but not limited to reasonable attorneys' fees, which County, its officers or employees may sustain, or which may be asserted against County or its officers, or employees, arising out of the activities contemplated by the Agreement, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of the Agreement. This Section shall not be construed in any way to alter County's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes. This section shall survive the termination of the Agreement.

**3.3 ANTI TRUST LAWS:** By submission of a signed Bid, the successful Vendor acknowledges compliance with all antitrust laws of the United States and the State of Florida, in order to protect the public from restraint of trade, which illegally increases prices.

**3.4 DOCUMENT RE-CREATION:** Vendor may choose to re-create any document(s) required for this solicitation, but must do so at his own risk. All required information in the original County format must be included in any re-created document. Submittals may be deemed non-responsive if required information is not included in any re-created document, or is altered from its originally distributed format/content.

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

**3.6 INTERPRETATION, CLARIFICATIONS AND ADDENDA:** No oral interpretations will be made to any vendor as to the meaning of the Bid Contract Documents. Any inquiry or request for interpretation received by the Marion County Procurement Services Department before the date listed herein will be given consideration. All such changes or interpretations will be made in writing in the form of an

addendum and, if issued, will be distributed at or after the Pre-Bid Conference, mailed or sent by available or electronic means to all attending prospective Submitters prior to the established Bid opening date. Each Vendor shall acknowledge receipt of such addenda in the space provided. In case any Bidder fails to acknowledge receipt of such addenda or addendum, his bid will nevertheless be construed as though it had been received and acknowledged and the submission of his bid will constitute acknowledgment of the receipt of same. All addenda are a part of the BID FORMS and each Bidder will be bound by such addenda, whether or not received by him. It is the responsibility of each bidder to verify that he has received all addenda issued before bids are opened.

In the case of unit price items, the quantities of work to be done and materials to be furnished under this Bid Contract are to be considered as approximate only and are to be used solely for the comparison of bids received. The County and/or his CONSULTANT do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Vendor plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other bid/proposal Documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices bid.

**3.7 GOVERNING LAWS AND REGULATIONS:** The vendor is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

**3.8 PROPRIETARY/CONFIDENTIAL INFORMATION:** Vendors are hereby notified that all information submitted as part of, or in support of Bids, will be available for public inspection ten days after opening of the Bids or until a short list is recommended whichever comes first, in compliance with Chapter 119, and 287 of the Florida Statutes. Any person wishing to view the Bids must make an appointment by calling the Marion County Procurement Services Department at (352) 671-8444. All Bids submitted in response to this solicitation become the property of the County. Unless information submitted is proprietary, copy written, trademarked, or patented, the County reserves the right to utilize any or all information, ideas, conceptions, or portions of any Bid, in its best interest.

**3.9 TAXES:** Marion County Board of County Commissioners, Florida, is exempt from sales and excise taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request.

**3.10 NON-COLLUSION DECLARATION:** By signing this ITB, all Vendors shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the work for which their Bid has been

submitted; or to refrain from Bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested in the proposed work.

**3.11 BIDDER RESPONSIBILITY:** Invitation by the County of Marion to vendors is based on the recipient's specific request and application to DemandStar by Onvia at [www.DemandStar.com](http://www.DemandStar.com) [(800) 711-1712] or as the result of response by the public to the legal advertisements required by State and County law. Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind.

**3.12 OWNERSHIP OF SUBMITTALS:** All correspondence relating to or in reference to this ITB, and all other documentation submitted by the vendors will become the property of the Marion County Board of County Commissioners. Reference to literature submitted with a previous Bid will not relieve the Bidder from including required documents with this Bid.

**3.13 EXAMINATION OF BID DOCUMENTS:** Each Bidder shall carefully examine the Bid Document to ensure all pages have been received, all drawings and/or Specifications and other applicable documents are included, and shall inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him of the obligations and responsibilities assumed under the Contract.

**3.14 VENDOR RESPONSIBILITY:** Vendors are fully and completely responsible for the labeling, identification and delivery of their submittals. The Procurement Services Department will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the U. S. Postal Service.

**3.15 LONG TERM CONTRACT AND ECONOMIC CHANGE:** During the life of the contract, if circumstances (e.g.: fuel costs) arise beyond the Contractor's control creating a need for a price adjustment, the Contractor may submit a request for such adjustment. Requests may only be submitted once per calendar year and will be considered a temporary adjustment. Temporary shall mean price adjustments are monitored in association with market fluctuations. All price adjustments are subject to Board approval. If approved, price adjustments would only be in effect until reasonable market stability has occurred. At that time, all pricing would revert to original contract pricing.

**3.16 MARION COUNTY BOARD OF COUNTY COMMISSIONERS,** a political subdivision of the State of Florida, reserves the right to reject any and/or all submittals, reserves the right to waive any informalities or irregularities in the examination process, and reserves the right to award contracts and/or in the best interest of the County. Submittals not meeting stated minimum terms and qualifications may be rejected by the County as non-responsive. The County reserves

the right to reject any or all submittals without cause. The County reserves the right to reject the submission of any Vendor in arrears or in default upon any debt or contract to the Board of County Commissioners of Marion County, or who has failed to perform faithfully any previous contract with the County or with other governmental agencies.

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

**DETAIL OF SUBMITTALS/PUBLIC RECORDS EXEMPTION:** §119.07, F.S., the Public Records Law. Florida law provides that municipal records shall at all times be open for personal inspection by any person. Information and materials received by the County in connection with any solicitation response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or thirty (30) days after opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in §119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The County's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the County and the County's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the County's treatment of records as public records. §286.0113, F.S. Provides that meetings of persons appointed to evaluate bids or proposals and negotiate contracts shall be closed to the public during oral presentations made by a vendor, or where a vendor answers questions. Neither bidders, nor the public will be permitted to sit in on meetings wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings are subject to disclosure at the time of an intended award decision or within thirty (30) days of the bid or proposal opening, whichever is earlier.

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

**3.19 PREPARATION OF BIDS: Signature of the Bidder:** The Bidder must sign the BID FORMS in the space provided for the signature. If the Bidder is an individual, the words "doing business as \_\_\_\_," must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words, "Member of the Firm" should be written beneath such signature. If the Bidder is a corporation, the title of the officer signing the Bid on behalf of the corporation must be stated and evidence of his authority to sign the Bid must be submitted. The Bidder shall state in the BID FORMS the name and address of each person interested therein.

**Basis for Bidding:** The price bid for each item shall be on a lump sum or unit price basis according to specifications on the BID FORM. The bid prices shall remain unchanged for the

duration of the Contract and no claims for cost escalation during the progress of the work will be considered, unless otherwise provided herein.

**Total Bid Price/Total Contract Sum Bid:** If applicable, the total price bid for the work shall be the aggregate of the lump sum prices bid and/or unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the BID FORM. In the event that there is a discrepancy on the BID FORM due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount.

**3.20 TABULATION:** Those wishing to receive an official tabulation of the results of the opening of this Bid shall request a copy of the tabulation in accordance with public records policy.

**3.21 OBLIGATION OF WINNING BIDDER:** The contents of the Bid of the successful Bidder will become contractual obligations if acquisition action ensues. Failure of the successful Bidder to accept these obligations in a contract may result in cancellation of the award and such vendor may be removed from future participation.

**3.22 AWARD OF BID:** It is the County's intent to select a vendor within **sixty (60) calendar days** of the deadline for receipt of Bids. However, Bids must be firm and valid for award for at least **ninety (90) calendar days** after the deadline for receipt of Bids.

**3.23 ADDITIONAL REQUIREMENTS:** The firms shall furnish such additional information as Marion County may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The County reserves the right to make investigations of the qualifications of the firm as it deems appropriate.

**3.24 PREPARATION COSTS:** The County of Marion shall not be obligated or be liable for any costs incurred by Bidders prior to issuance of a contract. All costs to prepare and submit a response to this ITB shall be borne by the Bidder.

**3.25 TIMELINESS:** All work will commence upon authorization from the County's representative (Marion County Procurement Services Dept). All work will proceed in a timely manner without delays. The Contractor shall commence the work UPON RECEIPT OF NOTICE TO PROCEED and/or ORDER PLACED (PURCHASE ORDER PRESENTED), and shall deliver in accordance to the terms and conditions outlined and agreed upon herein.

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

**3.27 PLANS, FORMS & SPECIFICATIONS:** Bid Packages are available from the Marion County Procurement Services Department. These packages are available for pickup or email at no additional charge. NO BID FORMS will be faxed. If requested to mail, the Bidder must supply a courier account number (UPS, FedEx, etc). Bidders are required to use the official BID FORMS, and all attachments itemized herein, are to be submitted as a single document. BID FORM documents for this project are free of charge and are available on-line and are downloadable (vendor must pay DemandStar fees or shipping), unless otherwise noted.

**3.28 MANUFACTURER'S NAME AND APPROVED**

**EQUIVALENTS:** Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The Bidder may Bid any brand for which he is an authorized representative, which meets or exceeds the Bid specification for any item(s) and for a County-approved equivalent as specified in writing by addendum to the ITB. Requests for equivalents shall be made prior to the Last Day for Questions, and shall include all materials necessary for the County or Engineer of Record to determine how the equivalent request meets or exceeds the minimum standard or product identified, and not be an exception thereto. Reference to literature submitted with a previous Bid will not satisfy this provision. The County's Procurement Services Department is to be notified, in writing, of any proposed changes in materials used, manufacturing process, or construction. However, changes shall not be binding upon the County unless evidenced by a Change Notice issued and signed by the Procurement Services Director, or designated representative.

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

**3.30 SAMPLES:** Samples of items, when called for, shall be furnished free of expense, and if not destroyed may, upon request, be returned at the Bidder's expense. Each sample shall be labeled with the Bidder's name, manufacturer brand name and number, Bid number and item reference. Samples of successful Bidder's items may remain on file for the term of the contract. Request for return of samples shall be accompanied by instructions which include shipping authorization and must be received at time of opening. Samples not returned may be disposed of by the County within a reasonable time as deemed appropriate.

**3.31 ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES ("PIGGYBACK"):** The Vendor by submitting a bid/proposal acknowledges that other Public Agencies may seek to "Piggy-Back" under the same terms and conditions, during the effective period of any resulting contract – services and/or purchases being proposed in this bid/proposal, for the same prices and/or terms proposed. Vendor has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before a Public Agency is allowed to Piggy-Back any contract, the Agency must first obtain the vendor's approval – without the vendor's approval, the seeking Agency cannot Piggy-Back.

**3.32 PAYMENT TERMS:** If payment terms are not indicated, terms of NET 30 DAYS shall be applied by the County. Payment terms to apply after receipt of invoice or final acceptance of the product/service, whichever is later. Payment terms offering less than 20 days for payment will not be considered. However the County has implemented a *Visa* credit card program. As a card-accepting vendor, some of the benefits of the program are: payment received within 72 hours of receipt and acceptance of goods, reduced paperwork, issue receipts instead of generating invoices, resulting in fewer invoice problems, deal directly with the cardholder (in most cases). Vendors accepting payment by the County's p-card (*Visa*) may not require the County (Cardholder) to pay a

separate or additional convenience fee, surcharge or any part of any contemporaneous finance charge in connection with a Transaction. Merchant shall not process p-card payments until merchandise/service has been received by the County, in good condition.

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

- Publishes a written statement notifying the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions will be taken against violations of such prohibition.
- Informs employees about dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and penalties may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services under bid or proposal, a copy of the statement specified above.
- Notifies the employees as a condition of working on the commodities or contractual services under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction or pleas of guilty or nolo contendere to, any violation of Chapter 893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.

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

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

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

**3.35 EVALUATION, ACCEPTANCE OR REJECTION OF PROPOSAL:** The County may, at its sole and absolute discretion reject any and all, or part of any and all, responses; re-advertise this ITB; postpone or cancel at any time this ITB process; or waive any irregularities in this ITB or in any responses received as a result of this ITB. The Marion County Board of County Commissioners may reject a bid based on past performance of Contractor or any of the following:

- If bid form furnished or authorized is not used or is altered;
- If bid form or any required supplemental documents are incomplete, contain any additions, deletions, conditions, or otherwise fail to conform to County's requirements;
- If Bidder adds any provisions reserving the right to reject or accept the award, or enter into the contract;

- If Bid or Bid Bond is not properly executed, or shows an incorrect amount;
- If Bid fails to include a unit price or lump sum price for every bid item as required;
- If County reasonably deems Bid Bond inadequate;
- If Bidder fails to acknowledge receipt of any or all addenda;
- If County deems any of the bid prices to be excessively unbalanced either above or below the amount of a reasonable bid price for the item of Work to be performed or product provided, to the potential detriment of County; or
- If bid prices cannot be read clearly.

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

**3.37 FOR FEDERAL AND/OR FDOT FUNDING – TITLE VI/ NONDISCRIMINATION POLICY STATEMENT – APPENDIX A & E:** During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

- **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, “USDOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal*

*Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

- **Sanctions for Noncompliance:** In the event of the Contractor’s noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:
  - withholding of payments to the Contractor under the contract until the Contractor complies, and/or
  - cancellation, termination or suspension of the contract, in whole or in part.

**Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49

U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

- **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation*, the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

property, vandalism, littering, or physical abuse of anyone on County property is not permitted under any circumstance.

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

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

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

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

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

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

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

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

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

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

2. If the Agreement is for any amount, CONTRACTOR certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, CONTRACTOR was not then and is not now:

- a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
- b. Engaged in a boycott of Israel.

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

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and  
CONTRACTOR is found to meet any of the following prohibitions:



- a. Submitted a false certification as provided under Section 287.135(5), F.S., or
  - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and CONTRACTOR is found to meet any of the following prohibitions:
- a. Submitted a false certification as provided under Section 287.135(5), F.S.;
  - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
  - c. Been engaged in business operations in Cuba or Syria.
3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and CONTRACTOR is found to meet any of the following conditions:
- a. Submitted a false certification as provided under Section 287.135(5), F.S.;
  - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
  - c. Been engaged in business operations in Cuba or Syria; or
  - d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
4. Was entered into or renewed on or after July 1, 2018, and CONTRACTOR is found to meet any of the following prohibitions:
- a. Submitted a false certification as provided under Section 287.135(5), F.S.;
  - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
  - c. Been engaged in business operations in Cuba or Syria.
- C. Termination, Any Amount. COUNTY may, entirely at its option, terminate the Agreement if it is for any amount and meets any of the following criteria.
- 1. Was entered into or renewed on or after July 1, 2018, and
  - 2. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
- D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

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