

**SOLICITATION FOR CONTINUING SERVICES  
CS #21-380  
VARIOUS MEDICAL RELATED SUPPLIES**

**INTRODUCTION**

Polk County, a political subdivision of the State of Florida, seeks the submittal of information from vendors interested in providing the supply and delivery of medical/surgical, Over the counter (OTC) stock medicine (med), and nutritional supplement supplies.

**Award** will be made to all responding vendors meeting specifications. Vendors must submit all documents required within this continuing services document. Failure to submit the required documents listed above shall subject the submittal to rejection.

**SCOPE OF WORK**

By submitting a Submittal, Vendor is acknowledging that they agree to the Terms and Conditions of this Continuing Service. Vendor will provide and deliver “as needed” medical/surgical, Over the counter (OTC) stock medicine (med), and nutritional supplement supplies for Polk County. Vendor shall provide Polk County a minimum 25% discount off the store retail/catalog price on purchases made in all categories by Polk County employees on behalf of the County. Invoices must be detailed and include the discount off as a separate item to ensure the discount has been applied. This discount for Polk County does not apply to employee personal purchases. Vendors will be held accountable for their adherence to the established percent discount or sale price, as applicable, or be subject to removal from the Awarded Vendor List, as defined below.

Purchases may be made by Polk County employees utilizing their County purchasing card or through the issuance of a purchase order.

**SPECIFICATIONS**

1. The County will hold vendors accountable for all aspects of this program including but not limited to quality of materials and commitments.
2. Vendors must be able to offer a variety of medical/surgical supplies and/or OTC stock medicine supplies, and/or nutritional supplement supplies. Vendor must supply each County Division that is using this solicitation with a full catalog and updates as new catalog lines are issued.
3. Vendor must provide an itemized quote & receipt with all purchases:
  - The Continuing Service contract referenced,
  - Purchase order number if applicable,
  - A detailed description of each item purchased,

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- Regular retail price,
  - The sale or discounted price actually charged &
  - Total to include all delivery and transportation charges.
4. Vendor acknowledges that County will still purchase from approved vendor list based on best overall price, delivery, and reliability.
  5. Vendor acknowledges that they must send an updated Certificate of Insurance upon expiration of the certificate of Insurance on file with the county in order to remain on the approved vendors list.

### **QUALIFICATIONS**

1. Vendor must have been in business for a minimum of 2 years.
2. Provide three (3) references from customers who you have provided and delivered similar type commodities to within the last five (5) years. The references should include:
  - Company Name
  - Contact person
  - Phone number
  - Email address
  - Dates of service
  - Brief description of commodities provided

References should be submitted with bid or must be provided within three (3) days upon request and prior to award. References will be verified prior to award.

### **TERM**

This is an on-going need and will be reviewed at least annually. After receipt and verification of required information, vendors will be added to the "Awarded Vendor List.

Any Additions, Deletions, or Revisions to this Solicitation for Continuing Service will be issued in the form of an Amendment by the Procurement Division and will be posted on the County's website. All Awarded vendors will be notified via email and will be required to acknowledge the Amendment and their consent thereto. Any Awarded Vendor that does not return a signed Acknowledgement within five (5) business days will be removed from the Awarded Vendor List.

## **SUBMITTAL OF RESPONSES**

Interested parties are invited to submit their responses to the Procurement Division. The requested information may submit via email to [procurement@polk-county.net](mailto:procurement@polk-county.net); via fax to (863) 534-6789; mailed or hand delivered to:

**Polk County Procurement Division  
330 West Church St., Room 150  
Bartow, Florida 33830  
(863) 534-7593  
Attn: Danielle Rose**

## **SUBMITTALS**

Submittals must include the following:

- Submittal Sheet/Signature Acknowledgement
- Vendor's Incorporation Information
- Drug-Free Workplace Form
- Insurance Certificate
- Affidavit Certification Immigration Laws
- Copy of Business Tax Receipt
- Vendors current published price catalog
- References

Vendor acknowledges and agrees that its response and submittal to this Solicitation for Continuing Services constitutes its acceptance of all terms and conditions contained herein, the General Terms and Conditions, the Specifications and Special Conditions, and by submitting a response, Vendor consents and agrees to be fully bound by the same.

## **Attention Vendors**

The Successful Vendors must register in our new Vendor Database if you have not already done so prior to award of this continuous service. A purchase order cannot be issued to a vendor until they have registered.

You may register by going to the following link:

<https://www.polk-county.net/procurement/vendor-registration>

Registered vendors will receive a User ID and Password to access their company information. All registered vendors must provide their owner gender, owner ethnicity, corporate status, and a minimum of one (1) commodity code to be considered registered. It is the responsibility of all vendors to update their vendor information.

Only registered vendors will receive notifications of future solicitations.

# SUBMITTAL SHEET

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**Signature Acknowledgement**

(Submittal Page)

To Polk County, a Political Subdivision of the State of Florida

Date: \_\_\_\_\_

I certify that this submittal is made without prior understanding, agreement or connection with any corporation, firm or person submitting for the same construction, service or material and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this continuous service and certify that I have read and understand the continuous service documents. I have completed and submitted all required submittal forms, and I am authorized to sign this submittal for the vendor. In submitting a submittal to the County, the vendor offers and agrees that if the submittal is accepted, the vendor will convey, sell, assign or transfer to the County all rights, titles and interests in and to all causes of action it may now or hereafter acquire under the Anti-Trust Laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County. At the County's discretion, such assignment shall be made and become effective at the time the County tender's final payment to the vendor.

Vendor Name: \_\_\_\_\_

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

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

(Area Code) Telephone Number: \_\_\_\_\_

Toll Free Number: \_\_\_\_\_

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

Authorized Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

This CS may be used by any other Government Agency. [ ] YES [ ] NO [ ] N/A

**Vendor's Incorporation Information**

(Submittal Page)

The following section should be completed by all vendors and submitted with their submittal:

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

DBA/Fictitious Name (if applicable): \_\_\_\_\_

TIN #: \_\_\_\_\_

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

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

County: \_\_\_\_\_

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your submittal.

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Cell Phone Number: \_\_\_\_\_

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

Type of Organization (select one type)

- Sole Proprietorship
- Partnership
- Non-Profit
- Sub Chapter
- Joint Venture
- Corporation
- LLC
- LLP
- Publicly Traded
- Employee Owned

State of Incorporation: \_\_\_\_\_

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

**Drug-Free Workplace Form**

(Submittal Page)

The undersigned vendor in accordance with Florida Statue 287.087 hereby certifies that, (Name of the Business): \_\_\_\_\_ does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation programs, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Vendor Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **Insurance Requirements**

The successful vendor shall purchase and maintain in force during the contract period the insurance as specified with an insurer licensed to do business in the State of Florida; rated "A VIII" or better by A.M. Best Rating Company for Class VIII financial size category. Polk County, a political subdivision of the State of Florida, must be named as an additional insured with respect to liability arising from all work being performed for Polk County, for General Liability policies of insurance. The certificate holder must be Polk County, a political subdivision of the State of Florida, 330 W Church St, Rm 150, Bartow, Florida 33830. Commercial General Liability Insurance \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages: Completed Operations and Broad Form CG. The general liability shall contain a waiver of subrogation in favor of Polk County. An original certificate of insurance must be on file in the Procurement Division before a purchase order will be issued. The Vendor must provide, or cause to be provided, the County with 30 days' prior written notice regarding the cancellation, suspension, or non-renewal of or material change to any policy.

All insurance policies must be provided through Insurance Companies admitted in the State of Florida. All insurance policies must be issued by Insurance Companies that have an A.M. Best rating of A VIII or better.

Each Certificate of Insurance must list the Certificate Holder as:

**Polk County, a political subdivision of the State of Florida**

**330 W Church St, Room 150**

**Bartow, FL 33830**

Certificates of Insurance for policies requiring additional insured status and/or the waiver of subrogation must include notations that these requirements apply. In addition, the Vendor shall supply to the County copies of the endorsements to verify these requirements.

The Vendor must provide, or cause to be provided, the County with 30 days' prior written notice regarding the cancellation, suspension, or non-renewal of or material change to any policy.

All Certificates of Insurance must be submitted on ACORD 25 forms.

The Vendor must submit updated Certificates of Insurance to the County upon the expiration of or material change to any policy.

**Insurance**

(Submittal Page)

By signing below, the Vendor is stating that they fully understand the insurance requirements for the project and if awarded the continuous service will provide all insurance coverage as required in this Continuous Service.

The requirements are as follows:

- Vendor is insured with a company licensed to do business in the State of Florida
- The insurance company is rated A VIII or better by A.M. Best Rating Company (General policy)
- The General Liability policy will contain waiver of subrogation in favor of Polk County

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

Vendor Signature: \_\_\_\_\_

**Affidavit Certification Immigration Laws**

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 A(E) {SECTION 274A(E) OF THE IMMIGRATION AND NATIONALITY ACT ("INA")}.

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(E) OF THE INA. **SUCH VIOLATION OF THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN 274A(E) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

VENDOR ATTEST THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

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

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

State of: \_\_\_\_\_

County of: \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ (name) as \_\_\_\_\_ (title of officer) of \_\_\_\_\_ (entity name), on behalf of the company, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

Notary Public Signature: \_\_\_\_\_

Printed Name of Notary Public: \_\_\_\_\_

Notary Commission Number and Expiration: \_\_\_\_\_

(AFFIX NOTARY SEAL)

## GENERAL TERMS AND CONDITIONS

### INDEMNIFICATION

The firm shall, in addition to any other obligation to indemnify the County and to the fullest extent permitted by law, protect, defend, (by counsel reasonably acceptable to County) indemnify and hold harmless the County, their agents, elected officials and employees from and against, including, but not limited to, all claims, actions, liabilities, losses, expenses (including attorney's fees) and costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting from or claims to have resulted in whole or in part from any actual or alleged act or omission of the consultant, any subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule, regulation or infringement of patent rights by the firm in the performance of the work; or liens, claims or actions made by the firm or any subcontractor or other party performing the work.

**Liability:** The vendor shall hold and save the County, its officers, agents and employees harmless from liability of any kind in the performance of this continuous service and against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence

**Safety Standards:** Unless otherwise stipulated in the continuous service, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act (OSHA) and carry evidence of Underwriters Laboratories' Listings (UL).

**Code of Ethics:** If any vendor violates or is a party to a violation of the code of ethics of Polk County or the State of Florida, with respect to this continuous service, such vendor may be disqualified from performing the work described in this continuous service or from furnishing the goods or services for which the continuous service is submitted and shall be further disqualified from bidding on any future solicitations for work, goods, or services for the County.

#### Definitions:

- The term "County" means the Polk County, a political subdivision of the State of Florida, and its authorized designees, agents or employees.
- The term "Contract" means this continuous service document, any and all Addenda issued, and the Contractors submittal.
- The term "Vendor", "Contractor" means the successful bidder(s) who executes a contract with the County.

**Non-Conformance to Solicitation Conditions:** Services not delivered as per delivery date in this continuous service and purchase order may result in vendor being found in default, in which event any and all re-procurement costs may be charged against the defaulting vendor. This non-conformance to continuous service conditions may result in immediate cancellation of the purchase order.

**Assignment:** Any purchase order issued pursuant to this continuous service and the monies which may become due herein are not assignable except with the prior written approval of the Procurement Director.

**Disputes:** In the event of any doubt or difference of opinion as to the methods provided herein, or the level of performance rendered, the decision of the user department/division director shall be final and binding on both parties.

**Placing of Orders:** The award of this continuous service does not constitute an order. Before any services can be performed, the successful vendor must receive written or oral notification in accordance with the practices of the User Division.

**Additions/Revisions/Deletions:** Additions, revisions or deletions to the general conditions, specifications or price sheets that change the intent of the continuous service will cause the submittal to be non-responsive and the submittal will not be considered. The Procurement Director shall be the sole judge as to whether or not any addition, revision or deletion changes the intent of the continuous service.

**Termination/Suspension:** The County may terminate the Contract resulting from this continuous service at any time, in whole or in part, in accordance with and subject to the following:

- a. The County may terminate the Contract for the County's convenience by delivering 30 days' prior written notice of termination to the Contractor.
- b. The County may terminate the Contract immediately if the User Division determines that the Contractor is in material default of its Contract obligations, has notified the Contractor of such default by delivering a Vendor Complaint Form to the Contractor specifically describing the basis of the complaint and the conditions of the Contractor's default, and ten (10) days have passed since the Contractor's receipt of the Vendor Complaint Form without all defaults as described therein having been fully corrected. Notwithstanding anything to the contrary contained herein, the County may terminate the Contract immediately, without notice or any opportunity to cure, if the services rendered for the Contract cause or threaten endangerment to public health, safety or welfare.
- c. Upon receipt of any termination notice as described above, the Contractor shall:
  - Immediately discontinue all work unless the County's notice directs otherwise, and
  - Deliver to the County any and all data, reports, summaries, and all other information and materials of any type or nature whatsoever, whether completed or in process, the Contractor may have accumulated or generated in the course of performing the work of the Contract.
- d. In the event this continuous service and/or the resulting Contract is terminated due to the Contractor's material default which is not cured within the allotted time period as described above, the Procurement Director may also suspend or debar the Contractor in

accordance with the Suspension and Debarment Section of the County Procurement Procedures Manual. The rights and remedies of the County provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under the continuous service and/or the resulting Contract.

**Uncontrollable Forces (Force Majeure):** Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An “Event of Force Majeure” is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party’s obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

**Unauthorized Alien(s):** The vendor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful vendor will complete and submit the attached form “Affidavit Certification Immigration Laws.”

**Employment Eligibility Verification (E-VERIFY)**

A. For purposes of this section, the following terms shall have the meanings ascribed to them below, or as may otherwise be defined in Section 448.095, Florida Statutes, as amended from time to time:

(i) "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration; and

(ii) "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees; and

(iii) "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

B. Pursuant to Section 448.095(2)(a), Florida Statutes, effective January 1, 2021, public employers, contractors and subcontractors shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. The Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

(i) All persons employed by the Contractor to perform employment duties during the term of this contract; and

(ii) All persons (including subvendors/subconsultants/subcontractors) assigned by the Contractor to perform work pursuant to this contract.

C. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this section is an express condition of this contract, and the County may treat a failure to comply as a material breach of this contract. By entering into this contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of this contract. Nothing in this section shall be construed to allow intentional discrimination of any class protected by law.

**As Needed:** The County shall request the services on an as-needed basis. There is no guarantee that any or all of the services described in this continuous service will be assigned during the term of this continuous service. Further, the successful vendor is providing these services on a nonexclusive basis. The County, at its option, may elect to have any of the services set forth herein performed by other vendors or County staff.

**Attorney's Fees and Costs:** Each party shall be responsible for its own legal and attorney's fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorney's fees, costs and expenses incurred for any appellate or bankruptcy proceedings.

## **PUBLIC ENTITY CRIMES STATEMENT**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a submittal on a contract to provide any goods or services to a public entity; may not submit a submittal on a contract with a public entity for the construction or repair of a public building or public work; may not submit 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. By submitting the required information, the vendor hereby certifies that they have complied with said statute.

### **Scrutinized Companies and Business Operations Certification; Termination.**

A. Certification(s).

(i) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the County as follows:

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

**No Construction Against Drafter.** The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

## **PUBLIC RECORD LAWS**

(a) The Vendor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Vendor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Vendor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Vendor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, 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, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Vendor does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of this Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of this Agreement, the Vendor 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.

**(c) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**RECORDS MANAGEMENT LIASON OFFICER  
POLK COUNTY  
330 WEST CHURCH ST.  
BARTOW, FL 33830  
TELEPHONE: (863) 534-7527  
EMAIL: [RMLO@POLK-COUNTY.NET](mailto:RMLO@POLK-COUNTY.NET)**