

# **CONTINUING SOLICITATION FOR COMMODITIES**

## **CS #26-059, PROTECTIVE FOOTWEAR FOR EMPLOYEES**

### **INTRODUCTION:**

Polk County, a political subdivision of the State of Florida, is seeking Submittals from vendors interested in providing protective footwear for Polk County employees for a set discount. The commodities (“Goods”) requested include, but are not limited to all safety-toe protective footwear and other specialized footwear required to protect employees from hazards in the workplace.

All responsive, responsible Vendors whose Submittal meets the minimum qualifications and have provided all the forms/documentation required of this solicitation, will be placed on a Qualified Vendor List (QVL) to provide the goods.

Vendors shall provide Polk County a 20% discount off the current list price. List price means the vendor’s current pricing. Current pricing is the vendor’s current price for an item, whether it is on sale or not. Example: Invoices must show at a minimum either original price, plus a 20% discount, or the sale price, plus a 20% discount. The percent discount can be shown by individual item being purchased or 20% off the total order.

**QUESTIONS:** Questions regarding this solicitation should be directed to Colin Burke, Junior Procurement Analyst at [colinburke@polkfl.gov](mailto:colinburke@polkfl.gov)

### **QUALIFICATIONS**

1. Provide a primary and secondary Vendor point of contact for this solicitation to include:

- Contact Name
- Phone Number
- Email Address

The Contact persons provided will be the primary and secondary contact for the County to call/communicate with any requests for service or levels of service provided during the term of the solicitation. If at any time this information changes it will be the vendors sole responsibility to update Procurement Division staff as soon as possible.

All documentation and information requested in the Qualifications section should be included with the vendor’s submittal or must be provided prior to being placed on the QVL.

## **SPECIFICATIONS**

### Management and Service shall include:

- walk-in store locations and hours (if applicable);
- special order & mail order services;
- handling of emergency requests;
- return policies;
- safety compliance; and
- any other appropriate management considerations

Vendors must be able to offer a variety of styles. These styles must include a selection of women's styles, at least 25% of the offered men's styles is preferred, and a wide range of men's & women's sizes (including those that are exceptionally large and small and wide and narrow).

All safety shoes shall be fitted, serviced, adjusted, and demonstrated to the satisfaction of the employee, and in perfect condition. Vendor will be responsible for the proper fitting of the shoes to the employee. Any discrepancies in sizing/fitting identified to the vendor with-in fourteen (14) days of purchase shall be the responsibility of the vendor to provide resolution. Vendor must be available for daily servicing of existing products through a local retail establishment qualified to meet the fitting and servicing specifications and requirements stated herein.

## **WHEN GOODS ARE NEEDED**

Vendor will provide protective footwear to Polk County employees as needed. Employees may select the style of footwear they prefer that meets specifications for their positions.

When an employee makes purchases in person, the vendor should ensure the employee shows their Polk County employee badge to prove employment with the county and that they use their Polk County purchasing card. The vendor is responsible for ensuring that the name on the badge matches the name on the purchasing card and verify that the picture of the employee on the County I.D. badge matches the person making the purchase. Vendors may require other valid I.D. methods from the employee in accordance with their procedures. The receipt must show the list price for each item and the 20% discount must be listed separately.

If purchasing items from the vendor via a purchase order, the vendor should provide an itemized quote/invoice to include a detailed description of each item and the list price for each item. A 20% discount must be shown on the quote/invoice by individual item being purchased or a 20% discount off the total order.

## **MOBILE UNIT STORE/TRUCK**

1. If the Vendor has a mobile shoe van/truck, which can service areas of Polk County; the vendor shall work with each individual Division Coordinator to mutually agree upon the exact dates, times and locations.
2. Restrictions - The vendor shall restrict their personnel to the area where they are performing work. The County will designate the work area and the vendor and County will consider all other areas of the job site off limits and closed to vendor personnel with the exception to reasonable access to the nearest restrooms and vending machines. The County will not permit alcoholic beverages, illegal drugs, firearms or other weapons, as defined by law, on County property at any time
3. Safety - The vendor shall be responsible for strictly complying with all applicable local, state, and federal regulations, including OSHA, concerning safety provisions for employees on this project and for all on-site occupants and the public. The vendor shall maintain the mobile unit steps and other equipment and the immediate area in a good and safe condition.

The County reserves the right to have the County Risk Officer inspect the mobile unit steps and other equipment and the immediate area at any time, to require correction of any identified potential safety hazards and to issue a “cease and desist” order, if necessary, without notice. The County shall have no liability for any loss to the vendor because of any work stoppage due to safety hazards or violations.

## **SPECIAL CONDITIONS**

1. The period of performance for this solicitation is through November 30, 2030 (“termination date”). Unless a Vendor is otherwise terminated in accordance with General Information Item #11. The Procurement Director or designee may extend this solicitation at the end of the term to ensure continuity of goods and/or services until a new solicitation is put in place. In no event shall the term be extended to greater than one hundred and twenty (120) days following the termination date.
2. Vendor should provide a detailed invoice/receipt within 30 days of delivery of the goods, or immediately upon an employee using their County purchasing card.
  - a. Each invoice or receipt should include:
    - Purchase order number, if applicable
    - A detailed description of the items purchased to include the vendor’s current list price for each item.
    - A 20% discount shown by individual item being purchased or 20% off the total order.

- No sales tax is to be charged as the County is tax exempt.
  - If shipping is required, shipping must be F.O.B. destination (discount does not apply to shipping)
3. Vendors must register in our Vendor Database if you have not already done so prior to being placed on the QVL. A purchase order or credit card payment cannot be issued to a vendor until they have registered. You may register by going to the following link: <https://www.polk-county.net/business/procurement/vendor-information/>.
  4. Any amendments to this solicitation, which includes, an increase/decrease in the discount percentage, additions, deletions, or modifications to the solicitation will require the Procurement Director's (or designee) approval. All vendors will be required to acknowledge and approve all amendments to remain on the QVL.

### **DISCOUNT/RATE**

20% discount off the current list price. The discount is not applicable to shipping.

### **SUBMITTAL INFORMATION**

By submitting the requirements of this Continuing Solicitation for Commodities, Vendor acknowledges and agrees to its acceptance of all General Terms and Conditions, any Specifications, Special Conditions, and Discount contained herein.

All requirements must be submitted for the Vendor to be evaluated by the Procurement Division. Notification regarding Award of the solicitation will be given to the Vendor by the Procurement Division, based upon evaluation of the submitted materials.

### **FORMS/OTHER DOCUMENTATION**

**Submittals should include the following:**

- Evidence of FEIN/TIN number as required in the Qualifications.
- Vendor Point of Contact Information as required in the Qualifications.
- Submittal Sheet/Signature Acknowledgement
- Drug-Free Workplace Form
- Insurance Certificate meeting requirements of solicitation\*
- Affidavit Certification Immigration Laws
- Employment Eligibility Verification (E-Verify) Certification

*\*An Insurance certificate is only required of vendors who elect to provide mobile unit store/truck services as part of this contract*

## **SUBMITTAL OF RESPONSES**

Interested parties are invited to submit their responses to the Procurement Division via email to [procurement@polkfl.gov](mailto:procurement@polkfl.gov) or mail/hand deliver to

**Polk County Procurement Division**

**330 West Church St., Room 150**

**Bartow, Florida 33830**

**(863) 534-6749**

**Attn: Colin Burke**

## Vendor Instructions and General Information

### Vendor Instructions:

To ensure acceptance of the submittal, follow these instructions:

#### Solicitation Documents Must Be Delivered to The Procurement Division.

1. **Execution of Submittal:** Submittal must contain a signature of an authorized representative in the space provided on the Signature Acknowledgement form.
2. **County as Gatekeeper of Documents:** This document is issued by Polk County and as such shall be the sole distributor of all amendments (changes) to these documents. It is the responsibility of the vendor to determine issuance of documents directly with the Procurement Division. The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the vendor should not rely on such sources for information regarding the solicitation.
3. **Taxes:** Vendors are responsible for the payment of any applicable taxes that are connected to the purchase of any materials or subcontractors used in the execution of the solicitation.
4. **Discounts:** Vendors may offer a cash discount for prompt payment.
5. **Mistakes:** Vendors are required to examine the specifications, delivery schedule, prices and all instructions pertaining to the requirements of this solicitation. Failure to do so will be at vendor's risk.
6. **Invoicing and Payment:** Vendor shall submit an invoice to the County at the prices contained herein. **An original invoice shall be submitted to the appropriate User Division.** The vendor shall include the solicitation number and/or the purchase order number on all invoices. By submitting an invoice, Vendor's Project Manager or any authorized officer is attesting to the correctness and accuracy of all charges. Invoices will be processed for payment when approved by the appropriate Division's Project Manager or designee. The County's payment of an invoice shall not constitute evidence of the County's acceptance of the Vendors performance of the Service or the County's acceptance of any work.
7. **Conflict of Interest:** All vendors must disclose, with their submittal, the name of any officer, director or agent who is also an employee of the County or any of their agencies. Furthermore, all vendors must disclose the name of any County employee who owns, directly or indirectly, any interest of any amount in the vendor's firms or any of their branches. Award of this solicitation shall be subject to the provisions of Chapter 112, Florida Statutes.
8. **Warranty:** Unless otherwise specified, the vendor agrees that the goods furnished under this solicitation shall be covered by the most favorable commercial warranty the vendor gives to any customer for comparable goods, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this solicitation.
9. **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 solicitation and against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.

10. **Patents and Royalties:** The vendor, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented or non-patented invention, process or article manufactured or used in the performance of the solicitation, including its use by the County. If the vendor uses any design, device or material covered by letters, patent or copyright, it is mutually agreed and understood without exception that the solicitation prices shall include all royalties or cost arising from the use of such design, device or material in any way involved in the work.
11. **Indemnification:** Vendor, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County), protect and hold the County, and its officers, employees and agents, harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Vendor to comply with applicable laws, rules or regulations, (ii) the breach by Vendor of its obligations under any Agreement with the County entered into pursuant to this solicitation, (iii) any claim for trademark, patent, or copyright infringement arising out of the scope of Vendor's performance or nonperformance of the Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Vendor, its professional associates, subcontractors, agents, and employees; provided, however, that Vendor shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.
12. **Public Entity Crimes:** The Vendor declares and warrants that neither the Vendor nor any of the Vendor's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Vendor or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Vendor shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.
13. **Submittals:** All submittals must be completed and submitted either by mail or submitted electronically by email or fax. The submittal(s) shall be submitted on the forms provided by Polk County. All submittals are subject to the conditions herein; failure to comply will subject submittal to rejection.
14. **Prices, Terms and Payment:** Prices include all packing, handling, shipping charges and delivery to any point within Polk County. Discount time will be computed from the date of satisfactory delivery at place of acceptance.
15. **Safety Standards:** Unless otherwise stipulated in the solicitation, 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).

16. **Packaging:** All containers shall be suitable for storage or shipment, and all prices should include standard commercial packaging.
17. **Meets Specifications:** It is understood and agreed that any item offered or shipped as a result of this solicitation shall be new current model unless otherwise specified in the specifications. The vendor represents that all equipment offered under this specification shall meet or exceed the minimum requirements specified. Vendor shall strictly adhere to delivery specifications.
18. **Silence of Specifications:** The apparent silence of this specification and any supplemental specifications to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of these specifications shall be made upon the basis of this statement.
19. **Governmental Restrictions:** In the event that any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this solicitation prior to delivery, it shall be the responsibility of the supplier to notify the Procurement Division at once. Their letter shall indicate the specific regulation, which required an alteration. The County reserves the right to accept any such alteration, including any price adjustments, or to cancel the contract at no expense to the County.
20. **Toxic Substances: Notice of awarded vendor(s) to provide to Polk County toxic substances (As listed in Chapter 442, Appendix "G" of the FS) if applicable.**
  - a. Chapter 442 of the FS states that manufacturers, importers or distributors of any toxic substance shall prepare and provide each direct purchaser of such toxic substance with Material Safety Data Sheet(s), herein referred to as MSDS, which to the best of the manufacturer's, importer's or distributor's knowledge, is current, accurate and complete based on information then reasonably available to the manufacturer, importer or distributor. Upon notification of a new or revised MSDS the manufacturer, importer or distributor, on a timely basis not to exceed three (3) months after notification, shall provide the County with the revised information as it becomes available to the manufacturer, importer or distributor.
  - b. Failure to provide the MSDS, when applicable, shall be cause for rejection of submittal.
21. **Inspection, Acceptance and Title:** Inspection and acceptance will be at the designated facility unless otherwise indicated. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the County, unless loss or damage results from negligence by the County.
22. **Samples:** Samples of items, when called for, must be furnished free of expense and may, upon request, be returned at the vendor's expense. Each individual sample must be labeled with vendor's name, manufacturer's brand name and number, solicitation number and item reference. Samples of awarded vendor's items may remain on file with Procurement for the term of the contract. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received within ninety (90) days after award. If instructions are not received within this time, the Procurement Division shall dispose of the samples.

23. **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 solicitation, such vendor may be disqualified from performing the work described in this solicitation or from furnishing the goods or services for which the submittal is submitted and shall be further disqualified from submitting on any future solicitations for work, goods, or services for the County.

## **General Information**

### **1. 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 solicitation document, any and all Addenda or Amendment issued, and the Contractors submittal.
- The term “Vendor”, “Contractor” means the qualified vendor(s) who executes a contract with the County.

### **2. Qualified vendor(s):** As the best interest of the County may require, the right is reserved to place vendors on the QVL; to reject all submittals or waive any minor irregularities or technicalities in submittals received. In determining a responsive and responsible vendor, the following may be considered:

- Vendor’s evaluation – quality of performance on previous projects.
- The ability, capacity, equipment and skill of the vendor to fulfill the contract.
- Whether or not the vendor can fulfill the contract within the time specified, without delay or interference.
- The character, integrity, reputation, judgment, experience and efficiency of the vendor.
- The previous and existing compliance by the vendor with laws and ordinances relating to the contract.
- The sufficiency of the financial resources to fulfill the contract to provide the goods and/or services.
- The quality, availability and adaptability of the suppliers or contractual services to the particular use required.
- The ability of the vendor to provide future maintenance and service, as required or needed.
- The number and scope of conditions attached to the solicitation.

### **3. Effective Date:** The date of issuance of a Notice to Commence by the County Procurement Division.

### **4. Prohibition Against Considering Vendor Interests:** In accordance with Section 287.05701, Florida Statutes, the County may not (i) request documentation of or consider a Vendor’s social, political, or ideological interests when determining if the Vendor is a responsible vendor; or (ii) give preference to a Vendor based on the Vendor’s social, political, or ideological interests.

### **5. Non-Conformance to Solicitation Conditions:** Goods not delivered as per delivery date in solicitation 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 solicitation conditions may result in immediate cancellation of the purchase order.
6. **Assignment:** Any purchase order issued pursuant to this solicitation and the monies which may become due herein are not assignable except with the prior written approval of the Procurement Director or designee.
  7. **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 division director shall be final and binding on both parties.
  8. **Facilities:** The County reserves the right to inspect the vendor's facilities at any time, with prior notice.
  9. **Placing of Orders:** Being placed on the QVL does not constitute an order. Before any goods can be delivered, the vendor must receive written or oral notification in accordance with the practices of the User Division.
  10. **Precedence:** Any requirement set forth in any section of the solicitation documents shall be binding as if called for by all sections. If there is a difference in the terms anywhere in this document, the most restrictive shall prevail.
  11. **Termination/Suspension:** The County may terminate the Contract resulting from this Solicitation 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 Solicitation 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 Solicitation and/or the resulting Contract.

12. **Annual Appropriations:** The vendor acknowledges that the County, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the County's performance and obligation to pay under this agreement is contingent upon annual appropriation.
13. **Price Increases/Decreases, Additions, Deletions, or Revisions** to this Continuing Solicitation for Services, will be issued in the form of an Amendment by the Procurement Division and will be posted on the County's website. All vendors on the QVL will be notified via email and will be required to acknowledge the Amendment and their consent thereto. Any Vendor on the QVL that does not return a signed Acknowledgement of the acceptance of the amendment terms and conditions will be removed from the QVL until such acknowledgement is accepted.
14. **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.

15. **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 qualified vendor will complete and submit the attached form "Affidavit Certification Immigration Laws."

16. **Employment Eligibility Verification (E-Verify)**

- A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

- B. Pursuant to Section 448.095(5), Florida Statutes, the vendor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the vendor or subcontractor. The vendor acknowledges and agrees that (i) the County and the vendor may not enter into this Agreement, and the vendor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

- C. By entering into this Agreement, the vendor 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 vendor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. 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 Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the vendor, the vendor may not be awarded a public contract for a period of 1 year after the date of termination. The vendor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

17. **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.

18. **Public Records Law.**

(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:

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

(ii) 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;

(iii) 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

(iv) 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 LIAISON OFFICER  
POLK COUNTY**

**330 WEST CHURCH ST.  
BARTOW, FL 33830  
TELEPHONE: (863) 534-7670  
EMAIL: [RMLO@POLK-COUNTY.NET](mailto:RMLO@POLK-COUNTY.NET)**

**19. 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).

20. **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.

## 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 a submittal 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 solicitation and certify that I have read and understand the solicitation documents. I have completed and submitted all 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 solicitation may be used by any other Government Agency.  YES  NO  N/A

## 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 this solicitation 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 selected vendor, if any, who elects to provide mobile unit store/truck services as part of this contract, shall maintain, on a primary basis and at its sole expense, the following insurance coverages, with the limits and endorsements described in this section.

**Commercial General Liability:** Not less than \$1,000,000 combined single limit of liability for bodily injuries, death, property damage, and personal injury resulting from any one occurrence, including coverage for Product/Completed Operations, Contractual Liability and Cross Liability. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability coverage.

**Business Automobile Liability:** Not less than \$2,000,000 combined single limit resulting from any one accident. Coverage shall include liability for Owned, Non-Owned and Hired automobiles and shall be primary over any other available coverage.

**Workers' Compensation:** Contractor shall maintain Workers' Compensation coverage as required by Florida Statute, including those that may be required by any applicable federal statute. Contractor shall maintain Employers Liability limits not less than \$1,000,000.

The selected vendor, if any, shall maintain, at all times, 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, Business Automobile Liability, and Pollution 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**. All policies shall contain a waiver of subrogation in favor of Polk County.

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.**

Failure to provide an updated Certificate of Insurance upon expiration or cancellation will cause the Vendor's name to be removed from the QVL. Should the vendor provide an updated or new certificate of insurance meeting the above requirements, the vendor's name will be placed on the QVL again.

**Insurance**

(Submittal Page)

By signing below, the Vendor is stating that they will provide mobile unit store/truck services and fully understand the insurance requirements for this solicitation and if placed on the QVL of the continuing solicitation will provide all insurance coverage as required in this solicitation.

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)
- Polk County will be named as an additional insured for commercial General liability.
- The General Liability policy will contain a 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 VENDOR 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 VENDOR 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 \_\_\_\_\_, 20\_\_, 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)

# EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: \_\_\_\_\_

The undersigned, as an authorized officer of the contractor identified below (the “Vendor”), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the “County”), by and on behalf of the Vendor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Vendor and the County on or about the date hereof, whereby the Vendor will provide labor, supplies, or services to the County in exchange for salary, wages, or other remuneration (the “Contract”), as follows:

1. Unless otherwise defined herein, terms used in this Certification which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

2. Pursuant to Section 448.095(5), Florida Statutes, the Vendor, and any subcontractor under the Contract, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Vendor or subcontractor. The Vendor acknowledges and agrees that (i) the County and the Vendor may not enter into the Contract, and the Vendor may not enter into any subcontracts thereunder, unless each party to the Contract, and each party to any subcontracts thereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security’s E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of the Contract, and the County may treat a failure to comply as a material breach of the Contract.

3. By entering into the Contract, the Vendor 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 Vendor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. 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 the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Vendor, the Vendor 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 the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**ATTEST:**

By: \_\_\_\_\_

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

Its: \_\_\_\_\_

**VENDOR:**

By: \_\_\_\_\_

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

Its: \_\_\_\_\_