

**ADVERTISEMENT
REQUEST FOR BID (RFB) # 2012-2533**

Martin County Board of County Commissioners
2401 S.E. Monterey Road
Stuart, Florida 34996
(772) 288-5481
(772) 288-5414
pur_div@martin.fl.us
www.martin.fl.us

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

AUDIO VISUAL EQUIPMENT & SERVICES

Sealed bids will be received by the Information Desk on the 1st Floor at the address above until **2:00 PM** local time, on **Wednesday, May 23, 2012**. Bids received after the designated time and date will not be considered. **E-Bidding will also be accepted by the same deadline.**

The basic bid document is available at www.martin.fl.us . Click on “Bids and Contracts”

Bidders must register with www.demandstar.com in order to receive all bid documents, notification of addenda and/or use e-bidding.

Martin County is an equal opportunity/affirmative action employer.

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

LIST OF CONTENTS

This document includes:

- A. Scope of Work
- B. Instructions to Bidders
- C. Terms & Conditions
- D. Sample Agreement between County and Contractor

The following documents are available for download from www.demandstar.com . One original and one copy of these documents must be returned with bid.

- 1. Bid Form
- 2. Bidder's Qualification Statement
- 3. Local Vendor Preference Certification
- 4. Addenda (if any)

Prohibited Communications: Potential bidders shall not communicate in any way with the Board of Commissioners, County Administrator or any County staff, other than Purchasing personnel, from the time of bid advertisement through and including bid award except during scheduled pre-bid meetings. Such communication shall result in disqualification.

A. SCOPE OF WORK

Purchase, configuration, installation and support of audio, video, projection equipment, and associated accessories on an as-needed basis including but not limited to:

Category	Description
Audio	CD Systems, MP3 Players, PA Systems, Speakers, Tape Players/Recorders, Assistive Listening Devices, and other associated equipment & services.
Cameras	Digital, Document, Camcorders, Security, SLR, Weatherized, and other associated equipment & services.
Presentation Systems	Projectors, Screens, Smart-Boards, Mounting Systems, and other associated equipment & services.
Televisions	Digital, LCD, Plasma, Mounting Systems, DVD Devices, and other associated equipment & services.

As technology changes, the County expects to update the products within the categories periodically. We estimate this may take place approximately every 6 to 12 months. The awarded respondent(s) will be expected to support this effort and to maintain consistent price discounts on any new or replacement equipment throughout the life of the contract.

Qualifications:

1. The bidder must have experience in the configuration, design and support of audio visual equipment.
2. The bidder must have three or more years of experience working with government entities/public sector customers.
3. The bidder must provide access to all software or firmware updates installed or bundled with the product.
4. The bidder must provide a maximum two (2) business day repair time, or replace with comparable equipment (replace with new equipment during the warranty period).
5. The bidder must provide a comprehensive history of education, background, technical experience and expertise.
6. The bidder must provide toll free telephone support and information. (minimum business days 8:00 a.m. to 5:00 p.m., Eastern Time).
7. The bidder shall respond to requests for proposal for specific projects within 2 days and shall be available for on-site inspection, if required.

The maximum total value of this contract shall not exceed \$500,000.

The Term of the Contract shall be for a period of three (3) years provided both parties are in agreement and there are no changes to the terms and conditions. Price escalations will be considered at the end of each year and must be documented with written verifications of industry price increases. The County shall reserve the right to terminate the Contract in accordance with the provisions under the Terms & Conditions herein. The contract may be extended for two additional 1-year terms, if needed, for a total maximum term of five years. The awardee agrees to this condition by signing their bid.

Martin County will not be held to any minimum/maximum quantities or dollars during the term of Contract.

B. INSTRUCTIONS TO BIDDERS

1. Each bidder shall furnish the information required on the bid schedule and each accompanying sheet thereof. Offers submitted on any other format may be disqualified.
2. All bids must be submitted in a sealed envelope, plainly marked on the outside with the invitation to bid number, date and time of opening.
3. Bids should include 1 original & 1 copy.
4. It is the bidder's responsibility to assure that Bids are received by the Information Desk on the 1st Floor, at 2401 SE Monterey Rd., Stuart, FL 34996 by the bid deadline. Any submittal received after the stated date and time will not be accepted or considered. No telegraphic or facsimile offers will be considered. No offers will be accepted or received in any other Martin County office. **E-Bidding will also be accepted by the same deadline.**
5. Bids will be publicly opened and read aloud in the Purchasing Division on the above appointed date at 2:00 p.m. or as soon as possible thereafter.
6. Bids may not be withdrawn for a period of 60 days after the public opening date.
7. Bidder's attention is specifically called to the terms and conditions of the solicitation.
8. Please check prices before submitting as modifications will be not be allowed after opening. All prices and notations must be in ink or typewritten. Modifications will not be accepted or acknowledged. All bids must be signed.
9. Alternate bids will not be considered unless they are specifically called for in this solicitation.
10. Any actual or prospective bidder who protests the reasonableness, necessity or competitiveness of the terms and/or conditions of the invitation to bid; selection or award recommendation shall file such protest in writing to the Purchasing Manager.
11. Questions relative to interpretation of specifications or the solicitation process, must be in writing and e-mailed to pur_div@martin.fl.us, no later than five (5) working days prior to bid opening. Any interpretations, clarifications or changes made will be in the form of written addenda issued by the Purchasing Division. Oral answers will not be authoritative.
12. Potential bidders shall not communicate in any way with the Board of Commissioners, County Administrator or any County staff other than Purchasing personnel from the time of bid advertisement through and including bid award. Such communication shall result in disqualification.
13. It will be the responsibility of the bidder to contact the Purchasing Division prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with their bid. **The Purchasing Division is located at 2401 SE Monterey Rd., Stuart, Florida 34996, telephone # (772) 288-5509, Fax (772) 288-5414.**

14. Bid must be signed by an authorized representative with full signature authority and returned with the bid.
15. Delivery shall be a factor in award. Failure to perform within delivery deadline(s) as set forth in the specifications or any other contract document shall constitute default.
16. Split Award: Martin County reserves the right to award to the overall lowest, most responsive bidder or to award by line item should that be in the best interest of the County.
17. The County reserves the right to reject any or all bids, without recourse, to waive technicalities or to accept the bid which in its judgement best serves the interests of the County. Cost of submittal of this bid is considered an operational cost of the bidder and shall not be passed on to or borne by the County.
18. Goods, services, supplies or equipment covered in the specifications shall be delivered F.O.B. Destination.
19. Unit prices will govern in the event both unit and total prices are asked for in the solicitation and the unit price carried forward does not mathematically result in the total price for that item.
20. Failure to comply with these instructions may result in disqualification of your bid.

C. TERMS & CONDITIONS

- 1. Additional Terms and Conditions:** No additional terms and conditions included with the bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists, or warranties it is understood and agreed that the general and special conditions in this solicitation are the only conditions applicable to this bid and the bidders authorized signature affixed to the bid signature section attests to this fact.
- 2. Automated Order Entry System:** Bidder should furnish with his bid package details of any automated order entry system available for use by the County.
- 3. Award of Contract:** Award will be made to the lowest, most responsive, responsible bidder.
- 4. Bid as Public Domain:** All documents and other materials made or received in conjunction with this project will be subject to public disclosure requirements of chapter 119 Florida Statutes. The bid will become part of the public domain upon opening. Vendor shall not submit pages marked "Proprietary" or otherwise restricted.
- 5. Bidder/Offeree Qualification:**
 - a) Bids will be considered from firms with adequate personnel and inventory to perform prompt delivery and maintain regular business hours 8 a.m. to 5 p.m., Monday through Friday, excluding County holidays.

- b) Bids will be considered only from firms regularly engaged in the business as described in this bid package; with a record of performance for a reasonable period of time, with sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the requirements of the bid under the terms and conditions stated. The terms "equipment and organization: as used herein shall be construed to mean a fully equipped and well established company in line with accepted business practices in the industry and as determined by the County.
6. **Brand Names:** The reference to a brand name is intended to be descriptive but not restrictive and only to indicate to the prospective bidder the expected level of quality. Bids on other than items specified by the County will be considered, provided each bidder clearly states in his bid exactly what he proposes to furnish and forwards with his bid a cut illustration or other descriptive material which will clearly indicate the quality and character of the article covered by his bid. Failure to provide sufficient literature to allow an informed decision shall be grounds for disqualification.
7. **Fund Availability:** Any contract resulting from this solicitation is deemed effective to the extent of appropriations available.
8. **Independent Pricing:** By submission of this bid, the bidder certifies, and in the case of a joint bid, each party thereto certifies that;
- a) The prices in this bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition.
 - b) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, to any offeror or to any competitor prior to opening; and
 - c) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit any bid for the purpose of restricting competition.
9. **Inspection/Acceptance Title:** Inspection and acceptance shall be at destination. Title and risk of loss or damage to all items shall be the responsibility of the shipper (vendor) until accepted by the using department of Martin County.
10. **Insurance Requirements:** The successful bidder shall not commence any work in connection with this contract until all of the following types of insurance has been obtained and such insurance has been approved by the COUNTY, nor shall the successful bidder allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

Certificate of Insurance Form will be furnished by the Contractor upon notice of award. These shall be completed by the authorized Resident Agent and returned to the Purchasing Division. This certificate shall be dated and show:

- a. The name of the insured contractor, the specified job by name and job number, the name of insurer, the number of the policy, its effective date, its termination date.
- b. A per project limit must be checked under the General Liability section.

- c. Statement that the Insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
- d. County shall be named as additional named insured on Commercial General Liability and Automobile Liability Insurance of both the Contractor and all Subcontractors.
- e. Workers Comp, General Liability and Auto Liability policies shall include a waiver of subrogation endorsement.

11. Changes: Martin County reserves the right to order in writing changes to the scope of the contract such as change in quantity or delivery schedule. The contractor has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the contractor.

12. Conflict of Interest: All offerors must disclose with their submittal the name of any officer, director, or agent who is also an officer or employee of Martin County. All bidders must disclose the name of any Martin County officer or employee who owns, directly or indirectly an interest in the bidder's firm or any of its branches.

13. Contract: The Contract between Bidder and County shall be in the form of the Agreement included herewith. The successful Bidder shall assist and cooperate with the Owner in executing the Contract, and within fourteen (14) calendar days following its presentation shall execute same and return it to the owner along with the Insurance documents and any other documentation that may be required by the Contract documents to be submitted at that time.

14. Customer Service: The successful bidder shall provide a local representative to service the County's accounts.

15. Debarment: The Bidder certifies to the best of its knowledge and belief, that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department, government or agency;
- b) Have not within a ten (10) year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b of this certification; and
- d) Have not within a ten (10) year period preceding this bid had one or more public/government transactions or contract (Federal, State or local) terminated for cause or default.

16. Disadvantaged Business Enterprise: Contractors, consultants, sub-contractors and/or sub-recipients shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Department of Transportation (DOT) assisted

contracts. Failure by the contractor to carry out these requirements is a material breach of the contract which may result in termination of the contract or such other remedy as the recipient deems appropriate.

- 17. Discrepancies:** The supplier shall coordinate all misidentified items, incorrect shipments, shortages, back orders and any other discrepancies.
- 18. Firm Prices:** Prices shall remain firm for the term of the Contract. Escalations will be considered at time of renewal only provided documentation is provided and price escalations appear to be reasonable. It should also be noted that in the event of price decreases, Martin County shall be offered the de-escalations.
- 19. Immigration Reform Act:** The successful bidder(s) is required to comply with the Immigration Reform Act of 1986 (IRCA) which requires all individuals hired after November 6, 1986, to provide employers with proof of citizenship or authorization to work in the United States.
- 20. Laws Governing this Contract:** Any contractual arrangement between Martin County and the vendor shall be consistent with, and be governed by, the ordinances of Martin County, the laws of the State of Florida, both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under any contractual arrangement shall be brought in the appropriate court in Martin County, Florida.
- 21. Liability:** The vendor shall act as an independent contractor and not as an employee of Martin County. The vendor will be required to indemnify, defend, and hold and save harmless Martin County, its officers, agents, and employees, from damages arising from the vendor's performance of, or failure to perform, any task or duty required to be performed by the vendor.
- 22. Local Vendor Preference:** When a responsible and responsive, non-local business submits the lowest price bid and the bid submitted by one or more qualified and responsive local businesses is equal to or within five percent (5%) of the price submitted by the Apparent Low Bidder, then the local business with the apparent next-lowest qualified and responsive bid offer shall have the opportunity to submit an offer that matches the price offered by the Apparent Low Bidder in accordance with Section 135.7, Code of Ordinances, Martin County Code.
- 23. Minimum Standard:** Specifications describe the expected minimum standard. These specifications are intended to be descriptive in nature and are not intended to eliminate any vendor from submitting a bid.
- 24. Modifications:** In addition to changes made under the changes clause, any contract resulting from this solicitation may be modified within the scope of the contract upon the written and mutual consent of both parties, and approval by appropriate legal bodies in Martin County.
- 25. Other Entity Use:** Successful bidder may be requested to convey bid prices, contract terms and conditions, to municipalities or other governmental agencies should the bidder feel it is in their best interest to do so.

26. Payment/Invoicing: No payment will be made for materials ordered without purchase order authorization. Payment cannot be made until materials, goods or services have been received and accepted by the County in the quality and quantity ordered. Payment will be accomplished by submission of invoice, in duplicate, with Purchase Order Number referenced thereon.

27. Payment Method: Payment will be made by the County in accordance with the requirements of the Local Government Prompt Payment Act, F.S. § 218. Martin County in its sole discretion, will determine the method of payment for goods and/or services as part of this Contract.

Payment Methods include:

1. Traditional – payment by check, wire transfer or other cash equivalent.
2. Standard – payment by purchasing card, Martin County's Purchasing Card Program is supported by standard bank credit suppliers (i.e. VISA and MasterCard), and as such, is cognizant of the Rules for VISA Merchants and MasterCard Merchant Rules.

Martin County cautions vendors to consider both methods of payment when determining pricing as no additional surcharges or fees will be considered (per Rules for VISA Merchants and MasterCard Merchant Rules). The County will entertain bids clearly stating pricing for standard payment methods. An additional separate discounted price for traditional payments may be provided at the initial bid submittal if it is clearly marked as an "Additional Cash Discount."

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

28. Permits/Licenses/Fees: Any permits, licenses or fees required will be the responsibility of the contractor: no separate payment will be made. Adherence to all applicable code regulations (Federal, State, County, City) are the responsibility of the contractor.

29. Precontractual Expenses: The County shall not, in any event, be liable for any pre-contractual expenses incurred in the preparation of its bid prior to issuance of the project Notice to Proceed. Pre-contractual expenses are defined as expenses incurred by the Contractor(s) in:

- a) Preparing and submitting bid(s) to the County;
- b) Negotiations with the County on any matter related to the contract terms, professional fees, and schedule;
- c) Any other expenses incurred by the Contractor(s) prior to reaching agreement in advance of the date of award of the proposed Contract.

30. Prompt Payment Discounts : Discounts will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

31. Public Entity Crimes: Pursuant to Florida Statutes Section 287.133, all Bidders are hereby notified that 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 bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with 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 s.287.017 for CATEGORY TWO [currently \$35,000] for a period of 36 months from the date of being placed on the convicted vendor list.

A "Public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public Work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

33. Rejection of Bids: Martin County reserves the right to reject any or all bids with or without cause when such rejection is in the best interest of the County. The County also reserves the right to reject any bid when bidder has previously failed to perform properly or complete, on time, contracts of a similar nature.

34. Responsibility: In determining responsibility, the following qualifications will be considered:

- a) The bidder's ability, capacity and skill to perform the contract or provide the service within the time specified.
- b) The reputation, judgment and experience of the bidder.
- c) The quality of performance of previous contracts or services including previous performance with the County.
- d) Previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
- e) Financial resources of the bidder to perform the contract or provide the service.

35. Return of Merchandise: The supplier is to accept for full credit, any merchandise returned by the County within thirty (30) days from the delivery or pickup date.

36. Subcontracting/Assignment: The contractor shall not assign the contract or subcontract any requirement without obtaining the prior written approval of Martin County.

37. Taxes: Martin County does not pay Federal excise and State sales taxes. Tax exemption number is available upon notice of award.

38. Termination for Convenience: Martin County reserves the right to terminate the Contract in whole or part by giving the vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of termination from Martin County, the vendor shall provide only those materials specifically approved or directed by Martin County. All other rights and duties of the parties under the Contract shall continue during such notice period, and Martin County shall continue to be responsible to the vendor for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the vendor.

Upon termination, vendor shall bill Martin County for all amounts not previously billed and due the vendor at that time. The vendor shall not be entitled to payment nor expenses for any work commenced or expenses incurred after the notice of termination was received by the vendor, unless specifically approved or requested by Martin County. The vendor shall however, be entitled to payment for materials ordered or services commenced and approved by Martin County prior to the receipt of notice, or with the express written consent of Martin County, prior to the effective date of termination.

39. Termination for Default: The Contract may be terminated by Martin County in accordance with this clause, in whole or in part, in writing, whenever the County shall determine that the contractor has failed to meet performance requirement(s) of the Contract. In the event of a determination of default, Martin County reserves the right to award any remaining portion of the agreement to the next lowest, most responsive, responsible bidder without further competition.

40. Unit Prices: Unit prices will govern in the event both unit and total prices are asked for in the solicitation and the unit price carried forward does not mathematically result in the total price for that item.

41. Utilitization Of Small Business Concerns: It is the Policy of the united states, the State of Florida, or the county that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, hubzone small business concerns, small disadvantaged business concerns, and women-owned small business concerns (hereinafter "small business concerns") shall have the maximum practicable opportunity to participate in performing contracts, including contracts and subcontracts. It is further the policy that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns. The contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The contractor further agrees to cooperate in any studies or surveys as may be conducted by the appropriate government agency as may be necessary to determine the extent of the contractor's compliance with this clause.

**AGREEMENT BETWEEN COUNTY AND CONTRACTOR FOR
GOODS AND SERVICES**

THIS AGREEMENT, effective this _____ day of _____ in the year, 2012, between:

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

AND the CONTRACTOR:
(hereinafter CONTRACTOR)

Bid Name:

Bid Number: RFB2012-

Term:

Not to Exceed Amount:

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

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

WHEREAS, COUNTY awarded the Bid to CONTRACTOR; and

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

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

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

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

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

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

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

6. **Termination/Default.** COUNTY shall notify CONTRACTOR of any failure to comply with any requirement in the Scope of Work and shall notify CONTRACTOR in writing of such failure/default. CONTRACTOR shall correct such failure/default within five (5) working days. COUNTY shall have the right to terminate this Agreement if such correction is not made within the time specified above. COUNTY reserves the right to cancel this Agreement, without cause, by giving thirty (30) days prior written notice to the CONTRACTOR of the intention to terminate. Failure of the CONTRACTOR to comply with any of the

provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the sole discretion of the COUNTY.

7. **Compensation.** COUNTY shall pay CONTRACTOR upon CONTRACTOR'S completion of, and COUNTY'S acceptance of, the services required herein, in the amounts specified in the Price Schedule attached hereto and made a part hereof as Exhibit B. Prices shall remain firm for the duration of the contract and any renewals or extensions.

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

9. **Audit.** The CONTRACTOR shall retain all records relating to this Agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, COUNTY reserves the right to have access to such records as required in this section for the purpose of inspection or audit during normal business hours, at the COUNTY'S cost, upon five (5) days prior written notice.

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

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

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

- e. Commercial Automobile and General Liability Insurance: The Contractor shall require each of its subcontractors to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of his subcontractors in its policy, as specified above.

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

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

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

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

15. Conflict of Interest. CONTRACTOR represents that it has no interest and shall acquire no interest(s), which conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part 111, of the Florida Statutes, CONTRACTOR further represents that no person having any interest shall be employed for said performance. CONTRACTOR shall notify COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CONTRACTOR may undertake and request an opinion from COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by CONTRACTOR, COUNTY shall so state in the notification and CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict with respect to services provided to COUNTY by CONTRACTOR under the terms of this Agreement.

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

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

17. Payment. Martin County, in its sole discretion, will determine the method of payment for goods and/or services as part of this agreement based upon the CONTRACTOR'S response to the RFB. Payment Methods include:

- a. Traditional – payment by check, wire transfer or other cash equivalent.
- b. Standard – payment by purchasing card, Martin County's Purchasing Card Program is supported by standard bank credit suppliers (i.e. VISA and MasterCard), and as such, is cognizant of the Rules for VISA Merchants and MasterCard Merchant Rules.

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

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

REVIEWED BY

**BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA**

Department Director Name
Title

Taryn Kryzda
County Administrator

CONTRACTOR NAME

**APPROVED AS TO FORM AND
CORRECTNESS BY COUNTY ATTORNEY**

Name
Title