



REQUEST FOR BID (RFB) & BIDDER'S ACKNOWLEDGEMENT

RFB TITLE:
ONE (1) USED ARTICULATED DUMP TRUCK

RFB NUMBER:
RFB# SW 15-15

RFB OPENING DATE & TIME:

January 28th, 2015 2:30 P.M. CT

LAST DAY FOR QUESTIONS:

January 21st, 2015 4:00 P.M. CT

NOTE: BIDS RECEIVED AFTER THE BID OPENING DATE & TIME WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits your company to submit a bid on the above referenced goods or services. All terms, specifications and conditions set forth in this RFB are incorporated into your response. A bid will not be accepted unless all conditions have been met. All bids must have an authorized signature in the space provided below. All bids must be sealed and received by the Okaloosa County Clerk of Court by the "RFB Opening Date & Time" referenced above. The official clock for the purpose of receiving bids is located in the Clerk of Court, Brackin Building Conference & Training Room, #305 located at 302 N. Wilson St, Crestview, FL 32536 . All envelopes containing sealed bids must reference the "RFB Title", "RFB Number" and the "RFB Opening Date & Time". Okaloosa County is not responsible for lost or late delivery of bids by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted bids will be accepted. Bids may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

BIDDER ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE BIDDER.

COMPANY NAME _____

MAILING ADDRESS _____

CITY, STATE, ZIP _____

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): _____

TELEPHONE NUMBER: _____ EXT: _____ FAX: _____

EMAIL: _____

I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER BIDDER SUBMITTING A BID FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL TERMS AND CONDITIONS OF THIS BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE BIDDER.

AUTHORIZED SIGNATURE: _____ TYPED OR PRINTED NAME _____

TITLE: _____ DATE _____

NOTICE TO BIDDERS
RFB# SW 15-15

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed bids until **2:30 p.m. (CST) January 28th, 2015**, for the **ONE (1) USED ARTICULATED DUMP TRUCK**. Pursuant to Notice to Bidders, copies of bid forms, and specifications may be obtained from the Okaloosa County Purchasing Department, 602-C North Pearl Street, Crestview, FL 32536; 850-689-5960 or they may be downloaded from our website at http://www.co.okaloosa.fl.us/dept_purchasing.html (View Current Solicitations) or at <http://www.floridabidsystem.com/default.asp>.

At **2:30 p.m. (CST), January 28th, 2015**, all bids will be opened and read aloud. All bids must be in sealed envelopes reflecting on the outside thereof the Bidder's name and "**ONE (1) USED ARTICULATED DUMP TRUCK**". The Board of County Commissioners will consider all bids properly submitted at its scheduled bid opening in the **Conference & Training Room #305 – (old First National Bank Bldg.)** located at 302 N. Wilson St, Crestview, FL 32536. Bids may be submitted in the Conference & Training Room #305 prior to bid opening or delivered to the Clerk of Circuit Court, 302 N. Wilson St., #203, Crestview, FL 32536. **NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services.** Proposers using mail or delivery services assume all risks of late or non-delivery.

The County reserves the right to award the bid to the lowest responsive respondent and to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting negotiating agreement that is in its best interest and its decision shall be final.

Any Bidder failing to mark outside of envelope as set forth herein may not be entitled to have their bid considered.

All bids should be addressed as follows:

ONE (1) USED ARTICULATED DUMP TRUCK

Clerk of Circuit Court
Attn: Teresa Ward
Newman C. Brackin Bldg.
302 N. Wilson St. #203
Crestview FL 32536

Zan Fedorak
Purchasing Manager

Date

Deputy Clerk
Clerk of Circuit Court

Date

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS

Charles K. Windes, Jr.
Chairman

BID REQUIREMENTS

SPECIFICATIONS

BID #: RFB SW 15-15

1 Each SW

BID ITEM: ONE (1) USED ARTICULATED DUMP TRUCK

Machines subject to being purchased must pass inspection and approval by County

The unit required and covered by these specifications shall be the manufacturer's basic production models and shall be equipped with all standard equipment in accordance with the Manufacturer's literature

Bidder is required to complete blank spaces provided on each line item. Plainly list each item offered on bid and any variation from bid specifications.

- A. Date of manufacture January 1, 2009 or newer. State year. _____
- B. 3000 engine hours or less. State hours here. _____
- C. Warranty 12 months or more. State length of warranty. _____
- D. Bed capacity 19 cubic yards or more. No tailgate. State size. _____
- E. Radial tires with 50% or more remaining tread wear. _____
- F. Operational download printout showing:
 - 1. Speed distribution in hours. _____
 - 2. Gear distribution in hours. _____
 - 3. Fuel consumption per hour. _____
 - 4. Retarder use for brakes and transmission. _____
- G. Operators manual. _____
- H. Parts and repair manuals must be provided. _____
- I. Keys (4) four sets. _____
- J. Must be delivered within 30 days of purchase order being issued. _____
- K. State make and model offered. _____

VEHICLE/EQUIPMENT BID CONDITIONS

1. In addition to equipment specified, vehicles shall be equipped with all standard equipment as specified by manufacturer for this model and shall comply with all EPA Emission Standards and all motor vehicle standards as established by the U. S. Department of Transportation regarding manufacturing of motor vehicles.
2. The successful bidder shall be responsible for delivering vehicles that are properly serviced, cleaned and in first class operating condition; pre-delivery service at a minimum, shall include the following:
 - A. Complete lubrication.
 - B. Check all fluid levels to assure properly filled.
 - C. Adjustment of engine to proper operating condition.
 - D. Inflate tires to proper pressure.
 - E. Check to assure proper operation of all accessories, gauges, lights, and mechanical features.
 - F. Front end alignment and wheels balanced.
 - G. Cleaning of vehicles and removal of all unnecessary tags, stickers, etc. Do not remove window price sticker.
3. Vendor shall place order with the manufacturer within seven (7) calendar days after receipt of a purchase order. Vendor must mail a copy of the attached "**Vehicle Order Acknowledgement**" form to Okaloosa County Purchasing within 14 days from the date of receiving a purchase order. A copy must be submitted for each bid number (vehicle type).
4. Vendor shall furnish a copy of the **manufacturer's production line** sheet with each vehicle delivered.
5. Bidders are required to bid the smallest available engine meeting or exceeding the CID and net HP minimums as specified in Paragraph A. **Bidder shall list the actual CID liter and net HP in space provided.**
6. **Acceptance:**
 - A. The successful bidder must call at least **48 hours** in advance of delivery to Okaloosa County Fleet Operations (850-689-5775 – John Vaughn), 2798 Goodwin Avenue, Crestview FL 32539.
 - B. Delivery of vehicle to Okaloosa Board of County Commissioners does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the vehicle meets contract specifications and conditions as listed. Should the delivered vehicle differ in any respect from specifications, payment will be withheld until such time as the supplier takes necessary corrective action. The Purchasing Department shall be notified of the deviation in writing within 10 days and the provisions of the delivery paragraph shall prevail. If the proposed corrective action is not acceptable to Okaloosa County, the final acceptance of the vehicle(s), in which case the vehicle(s) remain the property of the supplier and the County shall not be liable for payment for any portion thereof.

7. Units shall be delivered with each of the following documents completed:

- A. State of Origin.
- B. Owner's Manual.
- C. Warranty Certifications.
- D. Copy of Pre-delivery Service Report.
- E. Window Price Sticker (affixed).
- F. DHSMV-V-40, Application for Certificate of Title and/or Vehicle Registration.
- G. Temporary Tag.
- H. Four (4) sets of keys for each vehicle.

8. **Factory Warranty** - Failure by any manufacturer's authorized dealer to render proper warranty service/adjustment, including providing a copy of the warranty work order to the County, shall subject that dealer and the contractor to suspension from the County's approved vendor listing until satisfactory evidence of correction is presented to the County Purchasing Department.

- A. **Factory Authorized Sales & Service Dealer** - Bidders must be factory authorized sales and service dealer.
- B. Comparable model vehicles to the vehicles listed in the heading of the specifications that are produced by the same manufacturer, such as Ford Taurus and Mercury Sable or Chevrolet Blazer and GMC Jimmy, will be considered approved equivalents for the purpose of this contract. Bidders may bid any vehicle within a manufacturer's "family" of comparable vehicles as if the comparable vehicle were listed in the heading of the detailed specification as a representative model. The County shall be the sole judge in determining if models other than the models listed in the heading of the detailed specification are comparable and approved equivalent vehicles and meet the minimum requirements of the specifications.

GENERAL SERVICES BID CONDITIONS

1. **PROJECT DESCRIPTION** – To procure **One (1) Used Articulated Dump Truck**.

2. **PRE-BID ACTIVITY** -

Addendum - Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, any Commissioners, or County staff, and Review Committee, or any other person authorized on behalf of the County related or involved with the solicitation. Any inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing to, by US mail or email to:

Okaloosa County Purchasing Department
602 C North Pearl Street
Crestview, FL 32536
Email: jallen@co.okaloosa.fl.us
(850)689-5960

All questions or inquiries must be received no later than seven (7) calendar days prior to the bid closing date. Any addenda or other modification to the bid documents will be issued by the

County five (5) days prior to the date and time of bid closing, as a written addenda distributed to all prospective bidders by posting to the Florida Online Bid System (Florida Purchasing Group). To access the Florida Online Bid System go to: www.floridabidsystem.com.

Such written addenda or modification shall be part of the bid documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their bid. No respondent may rely upon any verbal modification or interpretation.

- 3. PREPARATION OF BID** – The bid form is included with the bidding documents. Additional copies may be obtained from the County. The respondent shall submit an original and two (2) copies of the bid form.

All blanks on the bid form shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the bid signed. A bid price shall be indicated for each section, bid item, alternative, adjustment unit price item, and unit price item listed therein, or the words “No Bid”, “No Change”, or “Not Applicable” entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the figures, the written amount shall govern. Any bid may be rejected which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting bids.

A bid by corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary.

A bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A bid by an individual shall show the respondent’s name and official address.

A bid by a joint venture shall be executed by each joint venture in the manner indicated on the bid form. The official address of the joint venture must be shown below the signature.

It is preferred that all signatures be in blue ink with the names type or printed below the signature. Okaloosa County does not accept electronic signatures.

The bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the bid shall be shown.

If the respondent is an out-of-state corporation, the bid shall contain evidence of respondent’s authority and qualification to do business as an out-of-state corporation in the State of Florida in

accordance with Article 3. Respondent shall state contractor license # for the State of Florida shall also be shown on the bid form. Contractor shall be licensed in accordance with the requirements of Chapter 489 of the Florida Statutes.

4. **INTEGRITY OF BID DOCUMENTS** - Respondents shall use the original Bid Sheet provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Bid Sheet if sufficient space is not available on the original form for the respondent to enter a complete response. Any modifications or alterations to the original bid documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modifications or alterations that a respondent wishes to propose must be clearly stated in the respondent's proposal response and presented in the form of an addendum to the original bid documents.
5. **SUBMITTAL OF BID** – A bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the bid is submitted), the name and address of the respondent, and shall be accompanied by the bid security and other required documents.

Note: Crestview is not a next day delivery site for overnight carriers.

6. **MODIFICATION & WITHDRAWAL OF BID** - A bid may be notified or withdrawn by an appropriate document duly executed in the manner that a bid must be executed and delivered to the place where bids are to be submitted prior to the date and time for the opening of bids.

If within 24 hours after bids are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its bid, that respondent may withdraw its bid, and the bid security will be returned. Thereafter, if the work is rebid, that respondent will be disqualified from 1) further bidding on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

7. **BID OPENING INFORMATION** – Bids will be opened at the time and place indicated in the advertisement or invitation to bid and unless obviously non-responsive, read aloud publicly. It is the respondent's responsibility to assure that his bid is delivered at the proper time and place. Offers by telegram, facsimile, or telephone are **NOT** acceptable.

Note: Crestview, Florida is "not a next day guaranteed delivery location" by delivery services.

8. **BIDS TO REMAIN SUBJECT TO ACCEPTANCE** – All bids will remain subject to acceptance or rejection for sixty (60) calendar days after the day of the bid opening, but the County may, in its sole discretion, release any bid and return the bid security prior to the end of this period.
9. **IDENTICAL TIE BIDS** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the County for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process (see attached certification form).

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

10. CONDITIONAL & INCOMPLETE BIDS - Okaloosa County specifically reserves the right to reject any conditional bid and will normally reject those bids which make it impossible to determine the true amount of the bid.

11. BID PRICE – The bid price shall include all equipment, labor, materials, permit(s), freight, taxes, required insurance, Public Liability, Property Damage and Workers' Compensation, etc. to cover the finished work called for.

12. ADDITION/DELETION OF ITEM – The County reserves the right to add or delete any item from this bid or resulting contract when deemed to be in the County's best interest.

13. SPECIFICATION EXCEPTIONS – Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer's specifications which conflict with the bid specifications. Respondent must also explain any deviation from the bid specification in writing, as a foot note on the applicable bid page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their bid. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with contract specifications.

14. APPLICABLE LAWS & REGULATIONS – The respondent's attention is directed to the fact that all applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the bid throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.

15. DISQUALIFICATION OF RESPONDENTS - Any of the following reasons may be considered as sufficient for the disqualification of a proposer and the rejection of his proposal or proposals:

- A. More than one proposal for the same work from an individual, firm or corporation under the same or different name.
- B. Evidence that the proposer has a financial interest in the firm of another proposer for the same work.
- C. Evidence of collusion among proposers. Participants in such collusion will receive no recognition as proposers for any future work of the County until such participant shall have been reinstated as a qualified proposer.
- D. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
- E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.

- F. Default under previous contract.
- G. Listing of the respondent by the Federal Government on its barred/suspended vendor list.

16. AWARD OF BID

- A. **Okaloosa County Review** - All respondents should be advised that Okaloosa County designated Staff will review all bids and will participate in the Recommendation to Award.
- B. The County will award the bid to the lowest respondent, and the County reserves the right to award the bid to the respondent submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all bids or to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final.
- C. Okaloosa County reserves the right to waive any informalities or reject any and all bids, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this bid and to accept the bid that in its judgment will best serve the interest of the County.
- D. Okaloosa County specifically reserves the right to reject any conditional bids and will normally reject those which made it impossible to determine the true amount of the bid. Each item must be bid separately and no attempt is to be made to tie any item or items to any other item or items.

17. WARRANTY – (The warranty will be in the name of Okaloosa County) Warranty work specified herein is for defects in materials and in labor and workmanship. State the manufacturer’s warranty with your bid.

18. PAYMENTS – The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536. The prices stipulated herein for articles delivered and accepted. Invoices must show Contract #.

19. DISCRIMINATION - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

20. PUBLIC ENTITY CRIME INFORMATION - Pursuant to Florida Statute 287.133, a respondent 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 for a period of 36 months following the date of being placed on the convicted vendor list.

21. CONFLICT OF INTEREST - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposals the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

22. LOCAL PREFERENCE - Okaloosa County reserves the right to grant a preference to in-county respondents only when bids are received from firms located in states, counties, municipalities or other political subdivisions which offer preference to respondents located in such political subdivisions. The amount of preference given to local respondents will be the same as that given by the state, county, municipality or other political subdivisions in which a respondent is located. If the political subdivision in which a respondent is located offers a preference to its local firms, that respondent must plainly state the extent of such preference to include the amount and type preference offers. Any respondent failing to indicate such preference will be removed from the County bid list and any and all bids from that firm will be rejected.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

23. REORGANIZATION OR BANKRUPTCY PROCEEDINGS – Bids will not be considered from vendors who are currently involved in official financial reorganization or bankruptcy proceedings.

24. INVESTIGATION OF RESPONDENT – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.

25. AUTHORITY TO PIGGYBACK - All respondents submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all governmental agencies under the same conditions, for the same contract price, and for the same effective period as this bid, should the respondent feel it is in their best interest to do so.

Each governmental agency desiring to accept these bids and make an award thereof shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this bid.

This agreement in no way restricts or interferes with the right of any governmental agency to bid any or all items.

26. NO CONTACT CLAUSE - The Okaloosa County Board of County Commissioners have established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing

Department. The period commences when the procurement document is received and terminates when the Board of County Commissioners approves an award.

Note: For proposer's convenience, this certification form is enclosed and is made a part of the bid package.

- 27. REVIEW OF PROCUREMENT DOCUMENTS** - Per Florida Statute 119.071 (2) 2 sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) (Inspection and copying of public records) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- 28. COMPLIANCE WITH FLORIDA STATUTE 119.071** - The RESPONDENT shall comply with all the provisions of section 119.071, Florida Statutes relating to the public records which requires, among other things, that the RESPONDENT: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.
- 29. PROTECTION OF RESIDENT WORKERS** – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

- 30. SUSPENSION OR TERMINATION BY OWNER FOR CONVENIENCE** - Owner may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as Owner may determine, or to terminate all or a portion of the Contract for Owner's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If Owner orders a suspension, the Contract price and Contract time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

- 31. FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent or respondent after award of bid, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the award and removal of the respondent from the bid list for duration of one year, at the option of County officials.
- 32. AUDIT** - If required, respondent shall permit an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this bid from the date of the award through and until the expiration of contract.
- 33. EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION** – Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.
- 34. NON-COLLUSION** – Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.
- 35. UNAUTHORIZED ALIENS/PATRIOT’S ACT** – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent’s failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.
- 36. The following documents are to be submitted with the bid packet:**
- A. Drug-Free Workplace Certification Form
 - B. Conflict of Interest
 - C. Federal E-Verify
 - D. No Contact Clause Form
 - E. Indemnification and Hold Harmless
 - F. Company Data
 - G. Addendum Acknowledgement
 - H. Equipment Owner’s Data Sheet
 - I. Bid Sheet

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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 and 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 quote 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 quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 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, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is 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 this statement, I certify that this firm complies fully with the above requirements.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

(Typed or Printed)

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all respondents/proposers, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either “yes” (a county employee, elected official, or agency is also associated with your business), or “no”. If yes, give person(s) name(s) and position(s) with your business.

YES _____

NO _____

NAME(S)

POSITION(S)

FIRM NAME: _____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

ADDRESS: _____

PHONE NO. _____

E-MAIL _____

DATE _____

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Proposer hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

NO CONTACT CLAUSE

The Board of County Commissioners have established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department.

The period commences when the procurement document is received and terminates when the Board of County Commissioners approves an award.

When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective respondents/proposers and members of the Board of County Commissioners the County Administrator or members of the Board Approved Review Committee. All questions or requests for information regarding the solicitation **MUST** be directed to the designated Purchasing Representative listed in the solicitation.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Manager or an appointed representative. It shall be the Purchasing Manager decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the proposer from consideration during the selection process.

All proposers must agree to comply with this policy by signing the following statement and including it with their submittal.

I _____ representing _____
Signature Company Name

On this _____ day of _____, 2014 hereby agree to abide by the County's "No Contact Clause" and understand violation of this policy shall result in disqualification of my proposal/submittal.

INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

Bidder's Company Name

Authorized Signature – Manual

Physical Address

Authorized Signature – Typed

Mailing Address

Title

Phone Number

FAX Number

Cellular Number

After-Hours Number(s)

Date

COMPANY DATA

Physical Address & Phone #: _____

Proposer's Company Name: _____

Physical Address: _____

Contact Person (Typed-Printed): _____

Phone #: _____

Cell #: _____

Federal ID or SS #: _____

Proposer's License #: _____

Fax #: _____

Emergency #'s After Hours,
Weekends & Holidays: _____

ADDENDUM ACKNOWLEDGEMENT

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

<u>ADDENDUM NO.</u>	<u>DATE</u>

NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

EQUIPMENT OWNER'S DATA SHEET

NAME OF OWNER _____
ADDRESS _____
PHONE NUMBER _____
PERSON TO CONTACT _____

NAME OF OWNER _____
ADDRESS _____
PHONE NUMBER _____
PERSON TO CONTACT _____

NAME OF OWNER _____
ADDRESS _____
PHONE NUMBER _____
PERSON TO CONTACT _____

NAME OF OWNER _____
ADDRESS _____
PHONE NUMBER _____
PERSON TO CONTACT _____

NAME OF OWNER _____
ADDRESS _____
PHONE NUMBER _____
PERSON TO CONTACT _____

BID SHEET

Date Submitted: _____

BID #: RFB SW 15-15

BID # ONE (1) USED ARTICULATED DUMP TRUCK

Make _____ **Model** _____ **Year** _____

Total Price \$ _____

DELIVERY TIME MAXIMUM: _____

BID PRICE DELIVERED: _____

Remarks:

ANTI-COLLUSION STATEMENT: The below signed bidder has not divulged to, discussed or compared his bid with other bidders and has not colluded with any other bidder or parties to bid whatever. (Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

Bidder's Company Name

Authorized Signature – Manual

Authorized Signature – Typed

Address

Title

Phone #

Fax #

Federal ID # or SS #

E-mail address