

GENERAL TERMS AND CONDITIONS

As applicable, the following provisions apply to the Bidder/Proposer or any Consultant or subconsultant engaged to perform any aspect of the negotiated scope of work.

- A. **SUBMISSION OF BID/PROPOSALS:** Bidders shall submit Proposals in accordance with the instructions and schedule included in the solicitation containing these specifications and documents.
- B. **EXECUTION OF BID/PROPOSAL:** Bid/Proposal must contain a manual signature of authorized representative in the space(s) provided. Bid/Proposal must be typed or printed in black ink. Use of erasable ink is not permitted. All corrections made by Bidder/Proposer to any Bid/Proposal entry must be initialed. The company name shall appear in the space(s) provided.
- C. **BID/PROPOSAL OPENING:** Bid/Proposal opening shall be public on the date and time specified. Attachments must be submitted on forms provided by the County. No other forms will be accepted. Telephone and fax Bids/Proposals will not be considered. Bid/Proposal may not be modified after opening. Bid/Proposal may not be withdrawn after opening for a period of ninety (90) days unless otherwise specified.
- D. **DELIVERY REQUIREMENTS:** Any Bids/Proposals received after stated time and date will not be considered. It shall be the sole responsibility of the Bidder/Proposer to have their Bid/Proposal delivered to the County for receipt on or before the stated time and date. If a Bid/Proposal is sent by U.S. Mail, the Bidder/Proposer shall be responsible for the timely delivery to the County. Bids/Proposals delayed by mail shall not be considered, shall not be opened at the public opening, and will not be returned.
- E. **BID/PROPOSAL TABULATION:** Bidder/Proposer wishing to receive a copy of the Bid/Proposal tabulations shall download the tabulation results from the County website.
- F. **CLARIFICATION/CORRECTION OF BID/PROPOSAL ENTRY:** The County reserves the right to allow for the clarification of questionable entries and for the withdrawal of obvious mistakes. Each Bidder/Proposer shall examine all Bid/Proposal submittal documents and shall judge all matters relating to the adequacy and accuracy of such documents. All inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to the Bid/Proposal shall be made in writing to the County via e-mail to jenniferd@franklincountyfl.com. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. The issuance of a written Addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Bid/Proposal, the bidder shall download the addenda from the Public Notices section of the County's website. It will be the responsibility of the Bidder/Proposer to contact the County prior to submitting a Bid/Proposal to ascertain if any addenda have been issued, to obtain such addenda, and to return executed addenda with their Bid/Proposal.
- G. **PRICING:** Firm prices shall be bid and include all packing, handling, shipping charges, and delivery to any point within the County, to a secure area or inside delivery, F.O.B. DESTINATION. Pricing shall also include any and all costs for lodging, mileage, meals, permits, license(s), insurance, fees, or any other cost. Unit prices shall be shown in the Bid/Proposal. The obligations of County under this Award are subject to the availability of funds lawfully appropriated for its purpose.
- H. **TAXES:** The County is exempt from Federal Excise Taxes and Sales Taxes. Tax exemption certification 85-8012621914C-5 is available upon request.
- I. **DISCOUNTS:** Discounted Payment Terms shall not be considered in determining the lowest net cost for the Bid/Proposal evaluation purposes.

- J. **BRAND NAME OR EQUAL:** If items called for by this invitation have been identified in the specifications by a "Brand Name or Equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be acceptable. Bids/Proposals offering "equal" products, when allowed, will be considered for Award if such products are clearly identified in the Bid/Proposal and are determined by the County to meet fully the salient characteristics requirements listed in the specifications. Highly technical or specialized equipment or commodities are to be performance equal and, therefore, must be pre-approved. Unless the Bidder/Proposer clearly indicates in his/her Bid/Proposal that he/she is offering an "equal" product, the Bid/Proposal shall be considered as offering the same brand name product referenced in the specifications. If the Bidder/Proposer proposes to furnish an "equal" product, when allowed, the brand name, if any, of the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of Bids/Proposals and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the Bidder/Proposer. The County is not responsible for locating or securing any information, which is not identified in the Bid/Proposal and reasonably available to the County. To ensure that sufficient information is available, the Bidder/Proposer shall furnish, as a part of the Bid/Proposal, all descriptive material necessary for the County to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Bidder/Proposer proposes to furnish and what the County would be binding itself to purchase by making an Award.
- K. **ADDITIONAL TERMS & CONDITIONS:** The County reserves the right to accept or reject any and/or all Bids/Proposals, to waive irregularities and technicalities, and to request re-submission. Also, the County reserves the right to accept all or any part of the Bid/Proposal. Any sole response received on the original bid submittal date may or may not be rejected by the County depending on available competition and timely needs of the County. The Vendor shall have the capability in all respects to perform fully the Contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capability, facilities, equipment, and credit, which will assure good faith performance to be a responsible Vendor. The County reserves the right to make such investigation as it deems necessary to make this determination. Additional information shall be provided by the Vendor if requested by the County. Such information may include, but shall not be limited to, current financial statements; verification of availability of equipment and personnel, and past performance goals.
- L. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications, and any supplemental specifications, as 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 this specification shall be made upon the basis of this statement.
- M. **PATENTS AND ROYALTIES:** The Bidder/Proposer, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or un-patented invention, process, or article, manufactured or used in the performance of the Contract, including its use by the County. If the Bidder/Proposer uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Bid/Proposal prices shall include all royalties or costs arising from the use of such design, device, or materials involved in the work.
- N. **UNIFORM COMMERCIAL CODE:** The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for Contractual obligations between the Awarded Vendor/Contractor and the County for any terms and conditions not specifically stated in this Bid/Proposal.

- O. **EEO STATEMENT:** The County is committed to assuring equal opportunity in the Award of Contracts and, therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, handicap, age, and gender. The County recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority-owned and women-owned business enterprises. All Bidders/Proposers are asked to make an affirmative statement as to their support of all applicable equal opportunity/affirmative action requirements. A copy of the County's Employment Opportunity policy is available upon request.
- P. **SAFETY WARRANTY:** The selling dealer, distributor, supplier, contractor, and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations, and laws concerning the equipment specified, and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.
- Q. **WARRANTY:** The Bidder/Proposer agrees that, unless otherwise specified, the supplies and/or services furnished under this Bid/Proposal shall be covered by the most favorable commercial warranty the Bidder/Proposer gives to any customer for comparable quantities of such supplies and/or services, 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 Bid/Proposal.
- R. **AWARDS:** As the best interest of the County may require, the right is reserved to make Award(s) by individual item, group of items, all or none, or a combination thereof, on a geographical basis and/or on a countywide basis, to reject any and all Bids/Proposals, or waive any minor irregularity or technicality in Bids/Proposals received. Bidders/Proposers are cautioned to make no assumptions unless their Bid/Proposal has been evaluated as being responsive. All Awards made as a result of this Bid/Proposal shall conform to applicable ordinances of the County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards. County reserves the right to cancel an Awarded Bid/Proposal upon due cause, i.e. vendor misrepresentation, vendor negligence, non-performance, etc., via written notice. The vendor will be responsible **WAIVER:** The County reserves the right to reject any Bid/Proposal, or part thereof, or to accept any Bid/Proposal that it deems in its best interest. Further, the County reserves the right to waive informalities.
- S. **FUND AVAILABILITY:** Any Contract resulting from this solicitation is deemed effective only to the extent that funds are available. The County abides by the provisions set forth in Florida Statutes relative to appropriations of funds. The ability of the successful Bidder/Proposer to maintain a sense of fiscal responsibility and budgetary awareness shall be favorably considered in the ranking and award of a contract. This disclosure is being made to assist all Bidders/Proposers in the gauging of their desire to participate in this Bid/Proposal and in planning and preparation of their written response. The County reserves the right to negotiate all Bidder/Proposer fees, costs, charges, etc., for any proposed service or appurtenant requirement.
- T. **PAYMENTS:** Payments shall be made pursuant to **Florida Statute Section 218.70**, the Prompt Payment Act, and all County Policies promulgated thereby.
- U. **GOVERNING LAWS:** Any contractual arrangement between the County and the Bidder/Proposer shall be consistent with, and be governed by, the ordinances of the County, the whole law of the State of Florida, both procedural and substantive, and applicable federal statutes, rules, and regulation. Any and all litigation arising under any contractual arrangement shall be brought in the appropriate court in Franklin County, Florida.
- V. **STATEMENT OF INTEREST:** All Bidders/Proposers must disclose with their offer the name of any corporate officer, director, or agenda who is also an officer or employee of the County. Further, all Bidders/Proposers must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the Bidder's/Proposer's firm or any of its branches, subsidiaries, or partnerships.

- W. **CHANGES:** The County reserves the right to order, in writing, changes in the work services within the scope of the Contract, such as changes in quantity or delivery schedule. The successful Bidder/Proposer 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.
- X. **BID/PROPOSAL 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/Proposal will become part of the public domain upon opening. Bidders/Proposers must invoke the exemptions to disclosure provided by law in the response to the Bid, must identify the data or other materials to be protected and must state the reasons why such exclusion from public disclosure is necessary.
- Y. **QUALIFICATIONS:** Bidders/Proposers shall provide, within the Bid/Proposal submitted, substantial data sufficient for evaluating the ability of the potential Bidder/Proposer to execute a project of the type contemplated.
- Z. **IDEMNIFICATION:** The successful Bidder/Proposer covenants and agrees to indemnify and save harmless the County, its agents and employees, from and against all claims, suits, actions, damages, causes of action, or judgments arising out of the terms of the resulting agreement for any personal injury, loss of life, or damage to the property sustained as a result of the performance or non-performance of services or delivery of goods; from and against any orders, judgments, or decrees, which may be entered against the County, its agents or employees; and from and against all costs, attorney's fees, expenses and other liabilities incurred in the defense of any such claim, suit, or action and the investigation thereof. Nothing in the award, resulting agreement, contract, or Purchase Order shall be deemed to affect the rights, privileges, and immunities of the County as set for in Florida Statute Section 768.28.
- AA. **TIME FOR PERFORMANCE:** The services described herein and on the attached shall be performed in a prompt and correct manner within the standards of good and ethical productivity as negotiated between the County and the successful Bidder/Proposer. All Bidders/Proposers are asked to provide their best estimate for compliance with the scope of work as established by the Bid/Proposal. All contract time lines will be based on the projected scope and the estimated time for performance.
- BB. **OCCUPATIONAL LICENSE:** Occupational licenses are required.
- CC. **PERMITS/LICENSES/FEES:** Any permits, licenses, inspections, or fees required will be the responsibility of the Contractor. No separate payment will be made.
- DD. **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 the County.
- EE. **NO ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions included with the proposal response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are not applicable to this proposal. 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 the general and special conditions in this solicitation are the only conditions applicable to this proposal, and the Bidder's/Proposer's authorized signature affixed to the proposal signature section attests to this.
- FF. **INSURANCE:** During the entire period of performance of any contract resulting from this solicitation, the successful Bidder/Proposer shall procure and maintain the minimum insurance coverage required by the County as stipulated in the insurance attachment. Types of coverage and limits of liability shall be as set forth in the Agreement. Proof of such insurance must be provided to the County prior to beginning contract performance.

- GG. **PUBLIC ENTITIES CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for 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 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 Florida State Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By signature on this solicitation, vendor certifies that they are qualified to do business with County in accordance with Florida State Statute.
- HH. **ACCEPTANCE:** Receipt of service shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets specifications and/or all conditions. Should the delivered service or materials differ in any respect from specifications, payment will be withheld until such time as the supplier takes necessary corrective action. If the proposed corrective action is not acceptable to the agency, Procurement Services may authorize the recipient to refuse final acceptance of the service.
- II. **ASSIGNMENT:** Successful Bidder/Proposer shall not assign or sublet the resulting contract or subcontract any of the work required to be performed without prior written approval of the County.
- JJ. **REFERENCES:** References for the company reflecting the experience in the specific service or requirement being requested in the Bid/Proposal shall be made part of your response. All reference materials provided shall become the property of the County and will become public record. The County reserves the right to expand its reference requirements at any time.
- KK. **PERIOD OF AGREEMENT:** Agreement shall be awarded for the optimal term as agreed to between the parties and as approved by the County.
- LL. **OPTION TO EXTEND:** The performance period of any contract resulting from this Bid/Proposal may be extended upon mutual agreement between the Contractor and the County. Either party may request an extension to the resulting agreement at least 120 days prior to expiration of the resulting contract.
- MM. **ADDITIONAL INFORMATION:** The County reserves the right to request any additional information needed for clarification from any Bidder/Proposer for evaluation purposes.
- NN. **ATTACHMENTS:** All attachments to this document are made a material part of this solicitation and resulting contract.
Failure to address the requirements may result in the lessening of your evaluation score.
- OO. **CONTRACTING PARAMETERS:** This Bid/Proposal, and other additional materials submitted by the Bidder/Proposer and accepted by the County, shall be the basis for negotiation of a contract addressing the requirements of this Bid/Proposal. A purchase order and/or other award document will be issued by the County upon completion of all negotiations and approval of the contract by the Franklin County, FL Board of County Commissioners.
- PP. **INDEPENDENT PRICING:** The Bidder/Proposer certifies by submission of this proposal and in the case of a joint offer each party thereto certifies, as to its own organization, that in connection with this procurement:
1. Prices, costs, or calculations in this Bid/Proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such, with any other Bidder/Proposer or with any competitor.
 2. Unless otherwise required by law, the prices, costs, and calculations which have been quoted in this Bid/Proposal have not been knowingly disclosed by the Bidder/Proposer, and will not knowingly be disclosed by the Bidder/Proposer, prior to opening, directly or indirectly, to any Bidder/Proposer or to any competitor.
 3. No attempt has been made, or will be made, by the Bidder/Proposer to induce any other person or firm to submit or not to submit a Bid/Proposal for the purpose of restricting competition.