

REQUEST FOR BID (RFB) 2021-3289

Martin County Board of County Commissioners
Attn: Purchasing Division
2401 S.E. Monterey Road
Stuart, Florida 34996
pur_div@martin.fl.us
www.martin.fl.us

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

SAFETY BOOTS & SUPPLIES

Sealed bids will be received by the Information Desk on the 1st Floor at the address above until **2:30 PM** local time, on **Wednesday, January 13, 2021**.

The complete bid document may be downloaded from www.demandstar.com (online bidding site).

Martin County is an equal opportunity/affirmative action employer.

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

This document may be reproduced upon request in an alternative format by contacting the County ADA Coordinator (772) 320-3131, the County Administration Office (772) 288-5400, Florida Relay 711, or by completing our accessibility feedback form at www.martin.fl.us/accessibility-feedback

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Bidders must register with the online bidding site in order to receive all required documents and notification of addenda.

This document includes:

1. Scope of Work
2. Instructions to Bidders
3. Terms & Conditions

The following documents can be downloaded separately.

1. Bid Form
2. Bidder's Qualification Statement
3. Conflict Affidavit
4. Drug Free Workplace Certification
5. Local Vendor Preference Certification
6. Public Entity Crimes Statement

Going Greener!! One original of the following documents must be returned with bid. **Do not return any other pages or documents unless specifically requested in the RFB.** If e-bidding, upload documents as one complete document rather than separately (no paper copy necessary).

- Bid Form
- Bidder's Qualification Statement
- Conflict Affidavit
- Drug Free Workplace Certification
- Local Vendor Preference Certification (only return if you are eligible)
- Public Entity Crimes Statement
- 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, regarding this Request for Bid (RFB) from the time of bid advertisement through, and including, bid award except during scheduled pre-bid meetings. Such communication shall result in disqualification.

SCOPE OF CONTRACT

Personal protective equipment (PPE), safety boots, shoes, and other safety related equipment and supplies for men and women at a discounted catalog price including, but not limited to:

- Hard Hats
- Rain Gear (reflective)
- Safety Vests
- Safety Glasses
- Steel Toed Boots & Shoes
- Water Boots
- Chemically resistant gloves, medical grade exam gloves, disposable rubber gloves and/or leather gloves
- Particle Masks/Chemical Masks
- N95 mask
- Isolation gowns
- Hand Sanitizer
- Hearing Protection – ear plugs
- Chemical aprons
- Eye wash kits
- Cones
- Barricades
- Warning Lights
- Road/Highway Safety/Warning Signs and Stands
- Vehicle first aid kits
- First Aid Supplies (bandages, ointment, etc.)

MINIMUM SPECIFICATIONS

Vendors may bid on either boots or safety supplies or both.

1. A catalog discount bid is defined as a bid containing all or parts of a vendor's catalog without specific quantities defined at the line item level.
2. Catalog(s) discounts will be based on purchases of standard catalog supplies as needed throughout the term of the contract. Discounted catalog prices shall include all cost or note any exceptions on the bid proposal from.
3. The County reserves the right to purchase non-catalog safety related products at a percentage discount off MSRP.
4. The County reserves the right to purchase or not purchase from the catalog(s). It will be up to the County to determine which company/catalog offers the lowest cost, responsive service and provides the most efficient turnaround time for the items needed.
5. Vendor must be a stocking vendor or have immediate access to all of the items in the catalog.
6. Vendor shall maintain adequate stock of all standard personal protective equipment, safety boots and shoes in various sizes for men and women.
7. Current published catalog(s), discounts or discount schedules, and price lists are to be included with the bid. If you use only a computerized catalog, please provide instruction for access.

Please state any conditions or exclusions placed upon discount and furnish discount schedule if discounts vary for different categories of items.

8. Throughout the contract period the vendor must provide and distribute current catalogs or internet access to current online catalogs to the various County Departments.
9. Payment will be submitted upon receipt of invoices and will be subject to verification and approval by the ordering Department's designated representative.

MINIMUM REQUIREMENTS

1. Prospective bidders must have been in business for a minimum of five (5) years providing safety supplies and must submit verification along with three (3) references.
2. Boot/shoe vendors shall be located within fifteen (15) miles of 2401 SE Monterey Rd, Stuart, Florida, 34996 and must have an adequate supply of safety boots and shoes (for both men and women) on hand and available for fit testing prior to purchase.
3. Successful bidder must be stocking distributor or have immediate access to all of the items in the catalogs.
4. Successful bidder must have at a minimum the following brands of safety boots and shoes; Carolina, Red Wing, Keen, Timberland, Danner, Bates and Wolverine. Products must meet ASTM F2413-05 (where applicable).
5. Safety Vests must be available in ANSI (American National Standards Institute) Class 2 and Class 3 in Fluorescent Orange or Fluorescent Lime.
6. All temporary traffic control devices (such as the Cones, Barricades and Road/Highway Safety Signs and Stands) must have an FDOT APL (approved products list) code printed on them.

The goods and/or services listed in this bid are for the purposes of price comparison and are not intended to be all inclusive. The County may add goods and/or services at any time during the term of this Agreement at a cost to be agreed upon by the Vendor and the County.

The maximum total value of this contract shall not exceed \$750,000.00 over the life of the contract.

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 renewed 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.

INSTRUCTIONS TO BIDDERS

1. Each bidder shall furnish the information required on the bid schedule and signed by an authorized representative with full signature authority. Offers submitted on any other form may be disqualified.
2. All bids must be submitted in a sealed envelope, plainly marked on the outside with the bidder's name, request for bid number, due date and time.

3. Submit one original of each bid form. If e-bidding, upload forms as one complete document rather than separately.
4. Delivery of Bids:
Bids may be submitted via hand delivery, mail, or e-bid.

Hand Delivery or Mail:

One (1) copy of the Bid must be submitted in a sealed envelope, plainly marked on the outside with the Bidder's name, RFB number and bid due date. Bids shall be delivered to the address detailed on the cover page of this RFB. If forwarded by regular mail or express mail, the sealed envelope containing the bid and marked as directed above, shall be enclosed in another envelope addressed to the U.S. Mail address indicated on the cover page. If forwarded by overnight courier services (other than United States Postal Service Express Mail), the sealed envelope containing the bid and marked as directed above, shall be enclosed in another envelope addressed to the street address indicated on the cover page. Bids may be hand-delivered. Bids by fax or e-mail will **NOT** be accepted. The County cautions bidders to assure actual delivery of mailed or hand-delivered bids directly to the Martin County Administrative Center (Attn: Purchasing Division), 1st Floor, Information Desk, 2401 S. E. Monterey Road, Stuart, Florida. Confirmation of timely receipt of the bid may be made by e-mailing pur_div@martin.fl.us before bid opening time. Bids received after the established deadline shall **not** be considered.

E-Bidding (via DemandStar) www.demandstar.com *****Preferred Method*****

Upload one (1) electronic copy (single file) in PDF format to DemandStar.

E-bidding through the online bidding site shall be accepted in lieu of a sealed bid as outlined above. However, the bidder shall be responsible for ensuring that the required bid documents are properly uploaded and accepted by the online bidding site. The County shall not be responsible for nor accept bids not properly uploaded by the bid due date and time.

5. Bids will be publicly opened and read aloud at the above appointed date at 2:30 pm or as soon as possible thereafter.
6. A bid tabulation will be posted as soon after the bid opening as possible on the online bidding site and www.martin.fl.us.
7. Bids become a "public record" and shall be subject to disclosure consistent with Chapter 119, Florida Statutes, thirty (30) calendar days after the bid opening or upon bid award in accordance with Chapter 119, Fla. Stat.. Marking a proposal "confidential" or "proprietary" does not exclude all or any part of the proposal from disclosure under public records requirements. To claim the proposal or a portion thereof as exempt or confidential and exempt from disclosure, you must state the basis of the exemption, including the statutory citation to an exemption created or afforded by Florida Statutes; state in writing and with particularity the reasons for the conclusion that the proposal is exempt or confidential and exempt; and if only a portion of the proposal is claimed to be exempt or confidential and exempt, provide a redacted version of the proposal showing those portions claimed to be exempt or confidential and exempt. Proposals submitted with claimed exemptions shall be reviewed and release of these records shall be at the County's discretion. Failure to notify the County of claimed exemptions constitutes a waiver and the submittal will be released as requested.

8. Bids may not be withdrawn for a period of 60 days after the public opening date.
9. Please check prices before submitting as modifications will 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.
10. Alternate bids will not be considered unless they are specifically called for in this solicitation.
11. Any actual or prospective bidder who protests the reasonableness, necessity or competitiveness of the terms and/or conditions of the request for bid; selection or award recommendation shall file such protest in writing to the Purchasing Manager in accordance with the written protest procedures stated in the Martin County Purchasing Manual available at www.martin.fl.us.
12. 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 5:00 PM on Monday the week prior to the bid due date. Any interpretations, clarifications or changes made will be in the form of written addenda issued by the Purchasing Division through the online bidding site. Oral answers will not be authoritative.
13. 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.
14. 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.
15. Bid must be signed by an authorized representative with full signature authority and returned with the bid.
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. 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.
18. 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.
19. Goods, services, supplies or equipment covered in the specifications shall be delivered F.O.B. Destination.
20. Failure to comply with these instructions may result in disqualification of your bid.

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. **Award of Contract:** Award will be made to the lowest, most responsive, responsible bidder. The County reserves the right to award contracts to one or more bidders. Notice of bid award shall be posted on the online bidding site. The County does not notify all bidders of award or intent to award.
3. **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. Vendor shall not submit pages marked "Proprietary" or otherwise restricted.
4. **Bidder/Offeror 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.
5. **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.
6. **Fund Availability:** Any contract resulting from this solicitation is deemed effective to the extent of appropriations available.
7. **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.
8. 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.
9. 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.
10. Conflict of Interest: Section 112.313, Fla. Stat., prohibits contracts with County employees, officers and advisory board members. 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. Advisory Board Members may qualify for an exemption by submitting Commission on Ethics Form 3A with bid and filing such form with the Supervisor of Elections in accordance with Section 112.313(12)(b), Fla. Stat.
11. Gift Policy: Vendors or potential vendors shall not offer gifts, gratuities, subsidies or favors of any kind to a Martin County employee. Such action may cause a vendor to be debarred from doing business with Martin County.
12. Contract: The Contract between Bidder and County shall be in the form of a Notice of Award. 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 County along any other documentation that may be required by the Contract documents to be submitted at that time.
13. Customer Service: The successful bidder shall provide a local representative to service the County's accounts.
14. 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.

15. 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.
16. Discrepancies: The supplier shall coordinate all misidentified items, incorrect shipments, shortages, back orders and any other discrepancies.
17. Firm Prices: Prices shall remain firm for the term of the Contract. Escalations will be considered annually 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. 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.

24. Other Entity Use: This bid may be expanded to include other governmental agencies. Bidders may agree to allow other public agencies to contract with them for the same items at the same terms and conditions as this bid, during the period of time that this bid is in effect. Each political entity will be responsible for execution of its own requirements with the Bidder.
25. 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. No deposit shall be made prior to goods being received. Payment will be accomplished by submission of invoice, in duplicate, with Purchase Order Number referenced thereon.
26. 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.
27. Permits/Licenses/Fees: Unless otherwise noted in the bid document, any permits, licenses or fees required will be the responsibility of the contractor as part of the contract, if applicable. No separate payment will be made. Adherence to all applicable code regulations (Federal, State, County, City) are the responsibility of the contractor.
28. 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.
29. 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.
30. 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.

31. Quantities: The quantities listed in the RFB, 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.
32. 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.
33. 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.
33. 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.
34. Subcontracting/Assignment: The contractor shall not assign the contract or subcontract any requirement without obtaining the prior written approval of Martin County.
35. Taxes: Martin County does not pay Federal excise and State sales taxes. Tax exemption number is available upon notice of award.
36. 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.

37. 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.
38. 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.
39. Utilization 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.

SCOPE OF SERVICES

WITNESSETH:

WHEREAS, County issued a request for bid (RFB) for certain goods, namely (“Goods”); and

WHEREAS, after competitive bidding, County accepted Seller’s bid, which is attached hereto as Exhibit A and incorporated by reference herein (the “Bid”); and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. The Parties agree the provisions of Florida’s Universal Commercial Code: Sales, Ch. 672, *et. seq.*, Fla. Stat. (the “UCC”) governs this Agreement except if otherwise provided herein. To the extent there is a conflict between this Agreement and the UCC, the terms of this Agreement shall control.

2. The Parties agree time is of the essence to this Agreement.

3. County agrees to purchase from Seller the Goods described in the Bid for the price and quantity described therein. County further agrees to tender payment for the Goods upon delivery after inspecting the Goods and that such inspection shall not be unreasonably delayed or denied.

4. Seller agrees to deliver the Goods to County at the time and place specified in the Bid.

5. Warranty. Seller expressly warrants the Goods are merchantable and fit for their particular purpose. If County notifies Seller the Goods are defective, damaged, non-conforming or otherwise materially deviate from the description of the Goods in the Bid, Seller shall, in the County’s sole discretion, cure by either: (a) replacing the Goods that are defective, damaged, non-conforming or otherwise deviate from the description of the Goods in the Bid within a reasonable time; or (b) refunding County for any payment, whether in whole or in part, for the Goods, with interest at the statutory rate then in effect. Nothing herein shall supersede any distributor’s, manufacturer’s, or any other warranty, whether expressed or implied, issued separately for the Goods.

6. Either party may terminate this Agreement for any reason upon written notification to the other party. County agrees not to terminate this Agreement if Seller delivers the Goods and is in compliance with all the terms of the Bid and this Agreement.

7. Dispute Resolution. The Parties agree to confer in good faith to resolve any dispute prior to filing a lawsuit. If County is forced to file a lawsuit against Seller for breach of this Agreement, County is entitled to its reasonable attorney’s fees and costs if County prevails in such lawsuit against Seller.

8. Waive Jury Trial. The parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected with this Agreement.

9. Venue. This Agreement and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for all actions shall be in the Nineteenth Judicial Circuit in and

for Martin County, Florida.

10. Entire Agreement. This Agreement constitutes the complete, full and wholly independent agreement among the parties to this Agreement with regard to the matter contained here. This Agreement also supersedes all prior representation, statements, and understandings among the parties to this Agreement with respect to the matter and things addressed herein, either written or oral.

11. Severability. Should any section or part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section of this Agreement.

12. Notification. The Parties agree written notices to each other shall be made in the manner set forth in the Bid. In the absence of such a provision, the Parties agree to the following contact information for communicating with each other in writing:

- a. COUNTY: Martin County BOCC
Attn: Purchasing Division
2401 SE Monterey Road
Stuart, FL 34996

- b. SELLER: [INSERT CONTACT INFO HERE]

13. Waiver. No act of omission or commission of either party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver, release, or modification of the same. Such a waiver, release, or modification is to be effected only through a written modification to this Agreement.

14. Assignment. This Agreement may not be assigned by either Party.

15. Amendments. This Agreement may be amended only by written agreement of the parties.

16. Any copy of this Agreement fully executed by the County and the Seller, whether printed or electronically scanned or otherwise duplicated, shall be as authentic and effective as an original for any purpose whatsoever.

17. The Seller certifies the signature of its corporate officials to this Agreement below has been duly authorized by the Seller pursuant to a corporate act or other official action of the SELLER pursuant to its Articles of Incorporation, bylaws, or as otherwise provided by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.