



HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Purchasing Department
600 S. Commerce Ave.
Sebring, FL 33870
(863) 402-6500 Purchasing Main Line

FORMAL WRITTEN QUOTE (FWQ) REQUEST
FWQ Number: 22-032-LLK
Project: Water Jetting and Video Tape Inspection of Landfill Piping

The Highlands County Board of County Commissioners (HCBC, County) is seeking quotations for the following products and/or services:
Water Jetting and Video Tape Inspection of Landfill Piping

1. GENERAL INFORMATION:

- 1.1 Requesting/End-User Department: Solid Waste
1.2 Project Manager: Robert Diefendorf
1.3 Submittal deadline: 4 P.M. on Monday, March 13, 2023
1.4 Submit via: Upload to Highlandsfl.gov through VendorRegistry.com
Email to purchase@highlandsfl.gov
Submission is to be in one all-inclusive file titled " 22-032 Quoter's name"
1.5 Contact for questions: Lori Krinkey 863-402-6528 or lkrinkey@highlandsfl.gov
Prior to 4 P.M. on Monday, March 6, 2023
1.6 License requirement: None
1.7 Insurance requirements: Vendors may submit a certificate of insurance (Acord form showing the Highlands County Board of County Commissioners as the certificate holder) with their response to this Request or may submit with that Response a letter from a licensed insurance agent confirming that the vendor can be insured for the amounts required by paragraph 2.11 of this Request upon award. The awarded vendor must supply a certificate of insurance (Acord form showing the Highlands County Board of County Commissioners as the additionally insured) for the work to be performed or goods to be delivered pursuant to the purchase order issued pursuant to this Request before that purchase order will be issued.

PROHIBITED SUBMISSION TO THIS REQUEST FOR QUOTE. Any party who is in active litigation with Highlands County on the due date for responses to this formal written quote or who has received notice from Highlands County that the party is in breach of a contractual obligation under a contract with Highlands County and where such breach has not been resolved to the satisfaction of Highlands County on the due date for responses to this formal written quote, shall not submit a response to this formal written quote. In the event of a submission by such a party as described hereinabove, the submission shall be considered non-responsible and shall be rejected.

2. GENERAL TERMS AND CONDITIONS:

By submitting a response to this Request for FWQ, the vendor agrees to the following requirements, which shall be included in any purchase order issued pursuant to this Request:

- 2.1 The vendor shall hold all licenses and certifications and comply with all laws, ordinances, and regulations applicable to the work required to perform this purchase order. Any of the vendor's personnel who perform services shall be lawfully licensed and certified. Damages, penalties, and fines imposed on County or vendor resulting from vendor's failure to obtain and maintain required licenses and certifications shall be borne by vendor. All fees, permits, certifications, and licenses are the responsibility of the vendor and are included in the quoted price.
- 2.2 All reports, specifications, documents, plans, analyses, and other data and work product developed by vendor under this purchase order shall be delivered to County at any time upon its request and shall become the property of County upon payment of the agreed upon price without restrictions or limitations.
- 2.3 The vendor shall coordinate with the Requesting/User Department prior to commencing any and all work required to perform this purchase order.
- 2.4 Unless otherwise provided in this purchase order, upon satisfactory completion and delivery of all work or goods to the County pursuant to this purchase order, the County shall pay the amount of the purchase order to the vendor in accordance with Board's Prompt Payment Policy and the Local Government Prompt Payment Act, Section 218.70 et. seq., Florida Statutes. Satisfactory completion shall be determined by Project Manager.
- 2.5 If any litigation is commenced between the parties concerning the work to be performed or goods to be delivered pursuant to this purchase order or the parties' respective rights and duties under this purchase order, the prevailing party may recover reasonable attorney's fees and costs of litigation, in addition to other relief granted. Venue for any legal action shall lie in Highlands County, Florida, and any proceedings to enforce or interpret any provision of this purchase order shall be brought exclusively in a court of competent jurisdiction in Highlands County, Florida.
- 2.6 No delay or failure by either party to exercise any right, and no partial or single exercise of any right, shall constitute a waiver of that or any other right.
- 2.7 Rights and obligations shall be construed in accordance with and governed by the laws of the State of Florida.

- 2.8 Failure of the vendor to comply with the requirements of this purchase order shall constitute a breach of contract. A purchase order may be issued to the vendor that submitted the next lowest/available FWQ with the difference in price being paid by the vendor issued this purchase order.
- 2.9 The vendor shall not assign, transfer, convey, sublet or sell any portion of this purchase order or the performance thereof unless written consent is given, in advance, by the Project Manager.
- 2.10 The vendor shall be responsible for disposal of all material requiring disposal and shall show proof of disposal at an authorized landfill prior to submitting an invoice or other request for payment, if applicable.
- 2.11 Until final payment is received by the vendor from the County pursuant to this purchase order, the vendor shall maintain in force and effect the following insurance for the work to be performed or goods to be delivered pursuant to this purchase order:
 - 2.11.1 Commercial General Liability - coverage shall provide minimum limits of liability of \$1,000,000 per occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverage for:
 - * Premises/Operations
 - * Products/Completed Operations
 - * Broad Form Contractual Liability
 - * Independent Contractors
 - 2.11.2 Business Auto Liability, if applicable - coverage shall provide minimum limits of liability of \$500,000 combined single limit per occurrence for bodily injury and property damage, including coverage for liability arising out of any auto, including owned, hired, and non-owned autos.
 - 2.11.3 Workers' Compensation – coverage must meet statutory limits in compliance with the Workers' Compensation Law of Florida. This policy must include Employer Liability with a limit \$1,000,000 for each accident.

All certificates of Insurance must be on file and approved by the County before commencement of any work activities. The formal insurance certificate shall also comply with the following:

- (1) "Highlands County, a Political Subdivision of the State of Florida and its elected officials, its agents, employees, and volunteers" shall be named as an "Additional Insured" on all policies except Worker's Compensation and Professional Liability.

- 2.12 The vendor shall deliver a completed W-9 form to the County, within ten (10) days after the purchase order is issued, unless it already done so.
- 2.13 The vendor shall be prepared to start providing services within the time stated in this purchase order. Failure to complete the work or deliver goods as scheduled may result in written notice to the vendor terminating its right to proceed. Should the vendor be unable to complete the services or deliver the goods within the scheduled time, the County may use the services or goods provided by another vendor. The difference in the contracted price for the services or delivery of the goods and that paid the new vendor for the services or goods shall be charged to and paid by vendor to whom this purchase order was issued by set-off against any amount owed by the County to that vendor or, if none, shall be paid by that vendor to the County within twenty (20) days after being invoiced by the County.
- 2.14 The County is a political subdivision of the State of Florida and is not subject to federal excise tax or state sales or use tax. The vendor shall not add taxes of any kind to the cost of services or goods or invoice to or collect from the County any federal excise tax or state sales or use tax.
- 2.15 If by providing services to the County pursuant to this purchase order the vendor is a contractor, as defined by Section 119.0701, Florida Statutes, the vendor shall:
 - 2.15.1 Keep and maintain public records required by the County to perform the services.
 - 2.15.2 Upon request of the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at the cost that does not exceed the cost Provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - 2.15.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this contract and following completion of this contract if vendor does not transfer the records to the County.
 - 2.15.4 Upon completion of performance of services required by this purchase order, transfer to the County, at no cost, all public records in possession of vendor or keep and maintain public records required by the County to perform the services. If the vendor transfers all public records to the County upon completion of the performance of services required by this purchase order, the vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the vendor keeps and maintains public records upon completion of performance of services required by this purchase order, the vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County upon request from the County's custodian of public records, in a format

that is compatible with the information technology systems of the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Gloria Rybinski
County Public Information Officer
Telephone Number: 863-402-6836
E-mail Address: grybinski@highlandsfl.gov
Mailing Address: 600 South Commerce Avenue
Sebring, FL 33870**

3. SPECIFICATIONS:

- 3.1 **TERM:** The period of service is requested for a twelve (12) month period from the Recommendation for Award, or as soon thereafter as possible. Prices must remain firm for this period. However, upon mutual agreement of the parties, this award may be automatically extended for a period of two (2) additional one-year terms, at the same pricing. The agreement may not exceed \$50,000 for the life of the contract. Services may be terminated with a 30-day notice.

- 3.2 **REQUIREMENTS, DELIVERABLES AND QUALIFICATIONS:**
 - 3.2.1 Contractor must show a minimum of three (3) years under the same business name showing experience in cleaning and video taping of leachate collection pipes. Sunbiz.org print out will be utilized to establish number of years in business under the current name.
 - 3.2.2 Contractor will need to include their equipment's manufacturer certification paperwork showing that all equipment proposed for use at the Highlands County landfills meets the specific explosion-proof rating at the time of quote submittal. Equipment must be capable of a forward distance of 1,000 feet from a single point of entry. (as shown below 3.6.2.1)

- 3.3 **INVOICING / COMPENSATION:** Contractor will hold pricing for up to 120 days from date of award while project is approved. Contractor shall submit detailed invoices identifying the Purchase Order number, location, and work completed. The invoice must be submitted to the department identified on the Purchase Order. If there are any apparent defects in the work or material, County will promptly notify Contractor. Without limiting any other rights to which it may be entitled, County may require Contractor, at Contractor's expense, to correct any nonconforming workmanship.

- 3.4 **AWARD:** Shall be based on the lowest responsive and responsible total quote.

- 3.5 **PRICING:** Pricing shall include all labor, equipment, and materials to perform high pressure water-jetting, inspection, and video taping of 2", 3", 4", 6" and 8" landfill lines located at the Highlands County Solid Waste Management Center (HCSWMC) or at the Closed Desoto City Landfill (DCL) on an as-needed basis.

3.6 SCOPE OF WORK

Highlands County requests services to perform high-pressure water-jetting, inspection, and video taping of 2", 3", 4", 6", and 8" landfill piping located at the Highlands County Solid Waste Management Center (HCSWMC) located at 12700 Arbuckle Creek Road, Sebring, FL 33870 or at the Closed Desoto City Landfill (DCL) located at 6000 Skipper Road, Sebring, FL 33870 on an as-needed.

3.6.1 CONTRACTOR'S PERSONNEL:

3.6.1.1 The Contractor shall maintain an adequate staff of qualified personnel. Contractor warrants and represents that it has, through agreements with its employees or otherwise, the right and power to affect the foregoing obligations.

3.6.1.2 The County requires the Contractor to remove all their personnel from County property who are deemed careless, incompetent, insubordinate, reasonably objectionable, or whose continued employment on the job is deemed to be contrary to the interest of Highlands County. Any employee charged with, or being prosecuted for, a felony during the course of their employment will be considered reasonably objectionable and their continued work in County-owned properties will be terminated, until case is closed.

3.6.2 The Contractor must have the equipment and organization to perform cleaning by high-pressure water-jetting, and explosion-proof, color video inspection of PVC leachate collection lines.

3.6.2.1 To perform the necessary long-distance jet-cleaning required for the Highlands County Solid Waste Management Center or Closed Desoto City Landfill piping the high-pressure water-jetting equipment proposed/used must be capable of a minimum of 4,000 psi and must provide a forward distance capability of up to 1,000 feet from a single point of entry.

3.6.2.2 Video inspection equipment must be tractor carried, with a forward distance capability of 1,000 feet from a single point of entry.

3.6.3 The Contractor must provide all equipment and materials required for the work specified.

The Contractor's equipment must meet the following requirements:

3.6.3.1 All equipment proposed/used must be waterproof and meet all Occupational Safety and Health Administration (OSHA) and National Electric Code (NEC) requirements for the use of electrical equipment in explosive methane gas environments. As such, all video inspection equipment shall be rated as Class 1, Division 1, Gas Groups C & D compliant ("explosion-proof").

- 3.6.3.2 The owner of the proposed equipment will need to show that the required explosion-proof engravings validating compliance, are on such equipment prior to work commencement.
- 3.6.3.3 Printed records of the television inspection logs shall be provided and shall clearly show the location of each infiltration point as well as other points of significance, such as locations of lateral connections unusual conditions, broken pipe, presence of infiltration scale and corrosion and other discernable features observed during the inspection shall be recorded. Photographs and or Video images of the television picture of problems shall be taken and included with the inspection logs and report.
- 3.6.3.4 The video camera inspection shall record the depth and physical location so that any problem or concerns can be accurately located and repaired.
- 3.6.4 A detailed report summarizing the results of the video inspections shall be submitted.
- 3.6.5 The bid price for high pressure pipe cleaning and video inspection shall be a unit price bid for establishing the value of the work to provide high pressure jet cleaning of pipe and color video inspection per linear feet and shall include all cost incurred by the Contractor for mobilization, labor, equipment and materials, and final report.
- 3.6.6 Operating hours for the project will be from 7:00 AM to 5:30 PM, Monday through Saturday, unless prior approval is granted by the Project Manager.
- 3.6.7 The County will provide an on-site water supply for jet cleaning.
- 3.6.8 Throughput from pipe jet cleaning will be directed downstream towards sump areas or pump stations.
- 3.6.9 County staff will expose and open the cleanouts at ground level for Contractor access.
- 3.6.10 Services may be requested on an as-needed basis throughout the term of the agreement.

4 FORMS

4.1 Written Quote Form

4.2 Local Preference Affidavit

The Local Preference Policy can be viewed on the County's website:

https://www.highlandsfl.gov/departments/business_services/purchasing/local_preference_policy.php

4.3 Women/Minority Business Enterprise Certification (If applicable)

4.4 Certificate of Insurance

4.5 W-9

4.6 Licenses and Certifications (if applicable)

4.7 Price Adjustment Form

4.8 Sunbiz.org printout for Contractor submitting quote.

4.9 Manufacturers' Certification document(s) showing all equipment for proposed use meets the specific explosion-proof rating.

-remainder of page intentionally left blank-

FORMAL WRITTEN QUOTE SUBMITTED BY:

IN RESPONSE TO: FWQ 22-032-LLK

VENDOR NAME: _____
(The name entered here will be used to confirm the number of years in business on the Florida Department of State, Division of Corporation's website (sunbiz.org). Please print the exact name of your business entity as it appears on its annual report filed with the Department of State or, if none, your name.)

ADDRESS: _____

PHONE NUMBER: _____

FEIN or SOCIAL SECURITY NUMBER: _____

EMAIL: _____

DOCUMENTATION INCLUDED (Check if included):

- LOCAL PREFERENCE AFFIDAVIT (If applicable)
- ACCORD LIABILITY INSURANCE or CONFIRMATION LETTER
(See Item 2.11 of the GENERAL Terms and Conditions for the required minimum coverage)
- W-9 FORM
- WOMEN/MINORITY BUSINESS ENTERPRISE CERTIFICATION (If applicable)
- COPY OF LICENSE AND CERTIFICATON (If applicable)
- PRICE ADJUSTMENT FORM
- SUN BIZ PRINT OUT WILL BE UTILITZED TO CONFRIM YEARS OF EXPERIENCE
- MANUFACTURERS' CERTIFICATION DOCUMENT(S) SHOWING ALL EQUIPMENT FOR PROPOSED USE MEETS SPECIFIC EXPLOSION-PROOF RATING.

Landfill Piping Size	A. High Pressure Jet Cleaning (Price per Linear Foot)	B. Video Inspection (Price per Linear Foot)
2" Landfill Piping	\$	\$
3" Landfill Piping	\$	\$
4" Landfill Piping	\$	\$
6" Landfill Piping	\$	\$
8" Landfill Piping	\$	\$
Subtotal each column	\$	\$
QuoteTotal (subtotals A + B): \$		
QuoteTotal (written in words):		

I HEREBY CERTIFY THAT I HAVE READ, I UNDERSTAND, AND I AGREE TO THE TERMS AND CONDITIONS OF FWQ 22-032-LLK STATED HEREIN.

AUTHORIZED REPRESENTATIVE'S SIGNATURE: _____

AUTHORIZED REPRESENTATIVE'S NAME (Print): _____

AUTHORIZED REPRESENTATIVE'S TITLE (Print): _____

THIS "OFFICIAL" FORMS MUST BE COMPLETED AND USED IN SUBMITTING YOUR WRITTEN QUOTE. THE BOARD RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL WRITTEN QUOTES OR ANY PARTS THEREOF.

LOCAL PREFERENCE AFFIDAVIT OF ELIGIBILITY

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by _____
[Print individual's name and title]

for _____
[Print name of Company/Individual submitting sworn statement]

Whose business address is _____

(If applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this Sworn statement): _____.

2. LOCAL PREFERENCE ELIGIBILITY

A. Vendor/Individual has had a fixed office or distribution point located in and having a street address within Highlands County for at least twelve (12) months immediately prior to the issuance of the request for quotation, competitive bids or request for proposals by the County.

YES _____ NO _____

B. Vendor/Individual holds business license required by the County, and/or if applicable, the Municipalities:

YES _____ NO _____

C. Vendor/Individual employs at least one full-time employee, or two part-time employees whose primary residence is in Highlands County, or, if the business has no employees, the business shall be at least fifty (50) percent owned by one or more persons whose primary residence is in Highlands County.

YES _____ NO _____

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM SHALL BE CONSIDERED PUBLIC RECORD.

[Signature and Date]

STATE OF _____, COUNTY OF _____

Subscribed and sworn before me, the undersigned notary public on this ____ day of _____, 20__.

NOTARY PUBLIC

SEAL

Commission Expiration Date

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C-Corporation, S-S corporation, P-Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional) Board of County Commissioners 590 S Commerce Ave Sebring, FL 33870
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
OR	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

PRICE ADJUSTMENT CLAUSE

STATEMENT OF ISSUE: The commodity(s) or services represented in the attached Invitation to Bid may be considered volatile price item(s) which may show drastic swings in price and availability during the contract period. In consideration, the COUNTY is including this price adjustment clause in the solicitation to encourage adequate competition and fair pricing on the (estimated) indefinite quantity requirement and to discourage padding or hedging prices.

The COUNTY's price adjustment criteria are as follows:

VENDOR shall agree that submitted pricing **will be held firm for the first twelve (12) month period from the Recommendation for Award**. Pricing will be reviewed at the anniversary date thereafter. A price escalation or reduction may be requested by the VENDOR or the COUNTY, to the price of all items. The COUNTY may, in its sole discretion, accept an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the VENDOR's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, (4) the volatility so affects the VENDOR that continued performance of the Contract would result in a substantial loss and (5) No price adjustment will be approved to compensate a vendor for inefficiency or for errors or omissions in judgment or for additional profit.

Requests from the VENDOR for price adjustments shall be RECEIVED IN WRITING (via email or mail) and are subject to County Board approval (if applicable) and executed contract amendment before becoming effective. Failure to reach agreement for a price adjustment may, at the sole option of the COUNTY, result in the termination of the Agreement for cause.

Official VERIFIABLE documentation of such changes SHALL be provided with the request for price adjustment in order to substantiate any requested change. The COUNTY reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US CITY Average, as published by the US Department of Labor, Bureau of Labor Statistics). The COUNTY also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases and may be requested by either party.

As an authorized representative of the company listed below, I fully understand, accept, and agree to abide by the procedures denoted in this price adjustment clause.

VENDOR NAME _____

ADDRESS _____

AUTHORIZED SIGNATURE _____

PRINTED SIGNATURE _____ DATE _____