

Purchasing Division

INVITATION TO BID (ITB)

18-012

HIGHWAY SPEED 4 X 4 TELESCOPING BOOM HYDRAULIC EXCAVATOR

November 2017



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**HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS**
Purchasing Division

INVITATION TO BID ("ITB")

The Board of County Commissioners of Highlands County, a political subdivision of the State of Florida ("County") will receive sealed Bids in the Highlands County Purchasing Division ("Purchasing Division") for:

ITB NO. 18-012 HIGHWAY SPEED 4 X 4 TELESCOPING BOOM HYDRAULIC EXCAVATOR

Specifications may be obtained by downloading from our website: www.hcbcc.net, or by contacting: Jamee Soto, Buyer I, 600 S. Commerce Ave., Sebring, Florida 33870, Phone: 863-402-6526; Fax: 863-402-6735; or E Mail: jasoto@hcbcc.org.

A PRE-BID meeting will not be held for this solicitation. Each submittal shall include one (1) original and one (1) exact electronic copy (CD's or thumb drives) of the BID submission packet. BIDS MUST BE DELIVERED to the Purchasing Division, 600 S. Commerce Ave., Sebring, FL 33870 so as to reach that office no later than **3:00 P.M., Friday; December 22, 2017**, at which time they will be opened. The public is invited to attend this meeting. Bid envelopes must be sealed and marked with the ITB number and name so as to identify the enclosed bid. Bids received later than the date and time as specified will be rejected. The Board will not be responsible for the late deliveries of responses that are incorrectly addressed, delivered in person, by mail or any other type of delivery service.

One or more County Commissioners may be in attendance at the bid opening.

Highlands County's Local Preference Policy and Women/Minority Business Preference Policy will apply to the award of this Bid. Please see the Highlands County Board of County Commissioners Purchasing Manual with an effective date of October 1, 2017.

The Board reserves the right to accept or reject any or all Bids or any parts thereof, and the determination of this award, if an award is made, will be based on the ranking of each Bid. The Board reserves the right to waive irregularities in the Bid.

The Board does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided in the Americans with Disabilities Act or Section 286.26, Florida Statutes, should contact Ms. Pamela Rogers, ADA Coordinator at: 863-402-6509 (Voice), or via Florida Relay Service 711, or by e-mail: progers@hcbcc.org. Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

Board of County Commissioners, Highlands County, FL

www.hcbcc.net

SECTION I. GENERAL TERMS AND CONDITIONS

A) For purposes of this ITB, the following terms are defined as follows:

- 1) Bidder means the person or entity submitting a Bid in response to this ITB.
- 2) Contractor means the Bidder who signs a contract with the County for a Highway Speed 4 x 4 Telescoping Boom Hydraulic Excavator as described herein.

B) All Bids shall become the property of the County.

C) All Bidders shall comply with Section 287.087, Florida Statutes pertaining to drug free workplace programs; Section 287.133(2)(a), Florida Statutes; pertaining to public entity crimes; Section 287.134, Florida Statutes, pertaining to discrimination and Section 287.135, Florida Statutes, prohibiting contracting with scrutinized companies.

Section 287.087, Florida Statutes. Preference to businesses with drug free workplace programs:

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 bid 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 bid, 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, Florida Statutes, 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 a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

Section 287.133, Florida Statutes. Public entity crime; denial or revocation of the right to transact business with public entities:

(2)(a) 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, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a

contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies 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 Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Section 287.134, Florida Statutes. Discrimination; denial or revocation of the right to transact business with public entities:

(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract or provide goods and services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for construction or repair of a public building or public work; may not submit bids proposals or replies on leases of real property to a public entity; may not awarded or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity; and may not transact business with a public entity.

Section 287.135, Florida Statutes. Prohibition against contracting with scrutinized companies:

(2) A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company:

(a) Is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel;

(b) Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes.

(c) Is engaged in business operations in Cuba or Syria.

(5) At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of \$1 million or more, the company must certify that the company is not participating in a boycott of Israel, on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria.

CERTIFICATIONS OF COMPLIANCE WITH THE ABOVE REFERENCED STATUTES ARE LOCATED ON SECTION VII, AND MUST BE INCLUDED WITH THE BID, SIGNED AND NOTARIZED

- D) Bids are due and must be received in accordance with the instructions given in the announcement page.
- E) The County will not reimburse Bidders for any costs associated or expenses incurred in connection with the preparation and submittal of any Bid.

- F) Bidders, their agents and associates shall not solicit any County Official and shall not contact any County Official other than the individual listed in Section IX of this ITB for additional information and clarification.
- G) Due care and diligence has been exercised in the preparation of this ITB and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the services required rests solely with those submitting a Bid. Neither the County nor its representatives shall be responsible for any error or omission in the Bids submitted, nor for the failure on the part of the Bidders to determine the full extent of the exposures.
- H) All timely Bids meeting the specifications set forth in this ITB will be considered. However, Bidders are cautioned to clearly indicate any deviations from these specifications. The terms and conditions contained herein are those desired by the County and preference will be given to those Bids in full or substantially full compliance with them.
- I) Each Bidder is responsible for full and complete compliance with all laws, rules, and regulations including those of the Federal Government, the State of Florida and the County of Highlands. Failure or inability on the part of the Bidder to have complete knowledge and intent to comply with such laws, rules, and regulations shall not relieve any Bidder from its obligation to honor its Bid and to perform completely in accordance with its Bid.
- J) The County, at its discretion, reserves the right to waive minor informalities or irregularities in any Bids, to reject any and all Bids in whole or in part, with or without cause, and to accept that Bid, if any, which in its judgment will be in its best interest.
- K) Award will be made to the Bidder whose Bid is determined to be the most advantageous to the County, taking into consideration those Bids in compliance with the requirements as set forth in this ITB. The County reserves the right to reject any and all Bids for any reason or make no award whatsoever or request clarification of information from the Bidders.
- L) Any interpretation, clarification, correction or change to this ITB will be made by written addendum issued by the Purchasing Division. Any oral or other type of communication concerning this ITB shall not be binding.
- M) Bids must be signed by an individual of the Bidder's organization legally authorized to commit the Bidder to the performance of services contemplated by this ITB.
- N) Unless otherwise stated in the specifications, the following Insurance Requirements will be included in the contract and must be met before delivery of goods and performance of services:
 - 1) Workers' Compensation Insurance: The Contractor shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. The policy must include Employer' Liability with a limit of \$100,000 each accident, \$100,000 each employee, \$500,000 policy limit for disease.
 - 2) Commercial General Liability Insurance: Occurrence Form Required: The Contractor shall have and maintain commercial general liability (CGL) insurance with a limit of not less than

\$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this ITB in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.

- 3) Commercial Automobile Liability Insurance: The Contractor shall have and maintain commercial automobile liability insurance with a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.
- 4) Special Requirements / Evidence of Insurance:
 - (a) A copy of the Bidder's current certificate of insurance MUST be provided with the Bid submitted in response to this ITB. A formal certificate shall be provided upon announcement that a Bidder has been awarded the work as called for in this ITB. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with 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.
 - (2) Contractor shall deliver written notice to the County by overnight delivery return receipt requested, hand delivery or confirmed facsimile thirty (30) days prior to giving or within three (3) days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.
 - b. It should be remembered that these are minimum requirements, which are subject to modification in response to high hazard operations.
 - c. The policies of insurance shall be written on forms acceptable to the County and placed with insurance carriers authorized by the Insurance Department in the State of Florida and meet a minimum financial AM Best company rating of no less than "A-Excellent: FSC VII.
 - d. The Contractor shall hold the County, its agents and employees, harmless on account of claims for damages to persons, property or premises arising out of the services performed to in connection with this ITB. The County reserves the right to require Contractor to provide and pay for any other insurance coverage the County deems necessary, depending upon the possible exposure to liability.
 - e. All policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite"/Per Job Aggregate. All liability insurance except Professional

Liability shall be Primary and Non-Contributory. Certificate of Insurance shall confirm in writing that these provisions apply.

5. Renewal:

- a. In the event the insurance coverage expires prior to termination of the contract entered into in connection with this ITB, a renewal certificate shall be issued 30-days prior to said expiration date.
- b. Such notification will be in writing by registered mail, return receipt requested, and addressed to the County Purchasing Manager, 600 S. Commerce Ave., Sebring, FL 33870.

O) The following "Statement of Indemnification" will be incorporated in the contract entered into in connection with this ITB.

Contractor shall, in addition to any other obligation to indemnify the County and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the County, its elected officials, employees, agents, and volunteers from and against all claims, actions, liabilities, losses (including economic losses), costs, including attorneys' fees and all costs of litigation, and judgments of every name and description arising out of or incidental to the performance of this Agreement or work performed under or related to this Agreement, unless caused by the sole negligence of the County, its elected officials, employees, agents, or volunteers. Any cost or expenses, including attorney's fees (including appellate, bankruptcy or patent counsel fees), incurred by the County to enforce this Indemnification shall be borne by the Contractor. This Indemnification shall also cover all claims brought against the County, its elected officials, employees, agents, or volunteers by any employee of the Bidder. The Contractor's obligation under this Indemnification shall not be limited in any way to the agreed upon Agreement price as shown in this Agreement or the Contractor's limit on or lack of sufficient insurance protection. Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Indemnification shall survive indefinitely.

P) All pages included in or attached by reference to this ITB shall be called and constitute the Invitation to Bid as stated on the front page of this ITB.

Q) If submitting Bids or Proposals for more than one ITB or RFP, each Bid and each Proposal must be in a separate envelope and correctly marked. Only one Bid for this ITB shall be accepted from any person, corporation or firm. Modifications will not be accepted or acknowledged.

R) Each Bid must contain proof of enrollment in E-Verify.

S) Minority Owned and Women Owned businesses must submit a copy of the certificate to receive credit.

T) Board policy prohibits any County employee or members of their family from receiving any gift, benefit, and/or profit resulting from any contract or purchase. Board policy also prohibits acceptance of gifts of any kind other than advertising novelties valued less than \$10.00

- U) Bids are only accepted if delivered to the location and prior to the time specified on the ITB. Bids must be delivered in sealed envelope or box. Late Bids will not be accepted under any circumstances. If Bids are received after the scheduled time of the Bid Opening Meeting, the Bidder will be contacted for disposition. The Purchasing Division, at the Bidder's expense, can return the unopened envelope, or, at the Bidder's request in writing, can destroy it.
- V) Emailed and faxed Bids will not be accepted. Any blank spaces on the required Bid form or the absence of required submittals or signatures may cause the Bid to be declared non-responsive.
- W) The County is not responsible for correcting any errors or typos made on the Bid. Incorrect calculations or errors may cause the Bid to be declared non-responsive.
- X) The Bidder shall comply with the Florida Sales and Use Tax Law as it may apply to the contract. The quoted amount(s) shall include any and all Florida Sales and Use Tax payment obligations required by Florida Law of the successful Bidder and its material suppliers.
- Y) Any material submitted in response to this ITB will become public record pursuant to Section 119, Florida Statutes.
- Z) In the event of legal proceedings to enforce the terms of a contract entered into in connection with this ITB, the prevailing party will be entitled to legal fees. Venue is in Highlands County, Florida.
- AA) If any Bidder violates or is a party to a violation of the code of ethics of the County or the State of Florida, with respect to this ITB, such Bidder may be disqualified from performing the work described in this ITB or from furnishing the goods or services for which this ITB is issued and shall be further disqualified from bidding on any future requests for work, goods or services for the County.

-END OF SECTION-

SECTION II. THE COUNTY'S RESERVATION OF RIGHTS

This ITB constitutes only as an invitation to submit a Bid to the County. The County reserves, holds and may in its own discretion, exercise any or all of the following rights and options with respect to this ITB:

- A. To supplement, amend or otherwise modify this ITB, and to cancel this ITB with or without the substitution of another Invitation to Bid (ITB) or Request for Proposals (RFP).
- B. To issue additional subsequent ITBs or RFPs.
- C. To reject all incomplete / non-responsive Bids, or Bids with errors.
- D. The County reserves the right to determine, in its sole discretion, whether any aspect of the submitted Bids is satisfactory to meet the criteria established in this ITB, the right to seek clarification and/or additional information from any submitting Bidder.
- E. The County also reserves the right to modify the Scope of Work to be performed.
- F. The County shall have no liability to any Bidder for any costs or expenses incurred in connection with the preparation and submittal of a Bid in response to this ITB.
- G. If the County believes that collusion exists among Bidders, all Bids will be rejected.

-END OF SECTION-

SECTION III.

ADDITIONAL TERMS AND CONDITIONS FOR ITB 18-012

- A) ADDENDUMS: In this ITB the County has attempted to address most situations that may occur. However, should situations arise that are not addressed, they will be dealt with on a case by case basis, at the discretion of the County. If deemed necessary, the Purchasing Division will supplement this ITB document with Addendums. These Addendums will be posted on the County's website, www.hcbcc.net. It is the sole responsibility of the Bidder to check the website for Addendums. Bidders must acknowledge receipt of Addendums by completing the respective section on the Bid Submittal Form.
- B) AFFIRMATION: By submitting a Bid, the Bidder affirms that the Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; that the Bidder has not directly or indirectly induced or solicited any other person to submit a false or sham Bid; that the Bidder has not solicited or induced any person, firm or corporation to refrain from submitting a Bid; and that the Bidder has not sought by collusion to obtain for him/herself/itself any advantage over other persons or over the County.
- C) COUNTY EMPLOYEES / CONFLICT OF INTEREST: All Bidders must disclose the name of any officer, director or agent who is also an employee of the Board. All Bidders must disclose the name of any Board employee who owns, directly or indirectly, any interest in the Bidder's business or any of its branches.
- D) MISUNDERSTANDINGS: The failure or omission of the Bidder to receive or examine any instruction or document, or any part of the specifications, or to visit the site and acquaint themselves as to the nature and location of the work (where applicable), the general and local conditions, and all matters which may in any way affect performance shall not relieve the Bidder of any obligation to perform as specified herein. The Bidder understands the intent and purpose thereof and their obligations and will not make any claim for, or have any right to damages resulting from any misunderstanding or misinterpretation of this ITB, or because of any lack of information.
- E) ASSIGNMENT OF CONTRACT: The selected Bidder and the person designated by the Bidder to perform the services required by this ITB in its Bid submitted in response to this ITB shall not assign, transfer, convey, sublet or sell any portion of any contract entered into in connection with this ITB unless permission is first given in writing by the County.
- F) COMPLAINTS: The contract will provide that complaints against the Contractor will be processed through the Purchasing Division and are to be corrected within five (5) business days. Written response to the Purchasing Manager is required. Failure to properly resolve complaints within five (5) business days may result in cancellation of the contract. Repeat complaints against the Contractor may result in termination of contract.
- G) REQUEST FOR CHANGE OF ITB SPECIFICATIONS: Requests for changes to specifications must be submitted for consideration in writing to the person identified in Section IX of this ITB. Requests must be submitted by the Request for Information (RFI) Cut-Off date stated in Section X of this ITB.

The request will be evaluated by the Project Manager, and the County's response will be made in an Addendum.

- H) EXCEPTIONS / ITEMS NOT IDENTIFIED IN THE SCOPE OF WORK: Any modification to these specifications by a Bidder shall be an exception to the ITB and must be discussed in detail by the Bidder in its Bid under "Exceptions / Items not Identified in Scope of Work", unless otherwise specified.
- I) DOCUMENTATION RESULTING FROM SERVICES RENDERED: The contract will prohibit the Contractor from publishing or releasing any information related to the requested services without prior written permission from the County. All reports, documents, resulting from the ensuing contract will remain the sole property of the County.

-END OF SECTION-

SECTION IV. GENERAL SPECIFICATIONS FOR ITB 18-012

- A. PURPOSE: The Board of County Commissioners, Highlands County, Florida hereby gives notice that it intends to purchase a Highway Speed 4 X 4 Telescoping Boom Hydraulic Excavator as described herein.
- B. LOCAL PREFERENCE: will be applied to this Bid.
- C. WOMEN / MINORITY OWNED BUSINESS ENTERPRISE PREFERENCE: will be applied to this Bid.
- D. MANDATORY PRE-BID MEETING AND SITE VISIT: will not be held for this solicitation.
- E. CONTRACT: A written contract must be signed by Bidder and the County prior to issuance of a Purchase Order. The attached document entitled "SAMPLE CONTRACT" is a sample of the contract that is a part of this ITB.
- F. RESPONSE DUE DATE AND LOCATION: As described on the Announcement sheet. (Page 3)
- G. PURCHASE ORDER: The awarded Bidders shall not proceed with delivery (or ordering of goods where applicable) until receipt of a purchase order.
- H. CHANGE ORDER(S): The Bidder shall have approval from the County, in writing, prior to fulfillment of any change order.
- I. PRICING: Include delivered pricing with your bid on the bid form. (Pages 16-20)
- J. PROJECT MANAGER: Mr. Jerry Queen (Road and Bridge Department)
- K. FAILURE TO PERFORM: Failure to complete the delivery of a satisfactory Highway Speed 4 X 4 Telescoping Boom Hydraulic Excavator as scheduled will result in written notice to the Bidder terminating its rights to proceed as to the purchase order. Bidder shall not, however, be responsible for delays in service due to:
- Unavoidable mechanical breakdowns
 - Strikes
 - Acts of God
 - Fire

provided the Highlands County Purchasing Manager is notified in writing by the Bidder of such pending or actual delay. In the event of any delay, the date of service completion shall be extended for a period equal to the time lost due to the reason for the delay.

-END OF SECTION-

SECTION V. HYDRAULIC EXCAVATOR SPECIFICATIONS

- A) ENGINE:
 - 1) Minimum 215 H.P. @ 2500 RMP
 - 2) Minimum Tier 3 Engine
 - 3) Minimum 650 ft-lb Torque @ 1500 RMP
 - 4) Electrical System 24 volt, minimum 70 amp alternator
 - 5) Fuel Tank: Minimum 100 Gallons
- B) Transmission:
 - 1) Automatic 6-speed forward 1-speed Reverse
 - 2) Transfer Case: Hi-Low Range with Front axle disconnect
- C) Axles:
 - 1) Front Minimum 22,000 lb. Rating
 - 2) Rear Minimum 23,000 lb. Rating
- D) Carrier Cab:
 - 1) Air Conditioning
 - 2) Acoustically-lined
 - 3) Cloth covered adjustable seat with seat belt
 - 4) Sun Visor
 - 5) Dome Light
 - 6) Tilt and telescoping steering column
 - 7) Full gauge display
 - 8) Defrost and Heat
 - 9) Fire Extinguisher mounted in cab
- E) Upper Cab:
 - 1) Air Conditioning
 - 2) Acoustically-lined All Weather Insolated Steel Cab
 - 3) Cloth Covered Adjustable seat with seat belt
- F) Upper Cab:
 - 1) Sliding side windows
 - 2) Slide up front window
 - 3) Windshield wiper with washer
 - 4) Dome Light
 - 5) Two electric Joysticks mounted in arm rest with SAE, ISO and manufactures control pattern
 - 6) Foot Pedal for remote travel
- G) Suspension:
 - 1) Rear: Rigid Mounted
 - 2) Front: Leaf Springs with automatic lock-out cylinders
- H) Hydraulic System:
 - 1) Main Pump: Piston style pump
 - 2) Flow and pressure compensating
 - 3) 0-66 GPM @ 2500 rpm engine speed
 - 4) Steering Pump: Gear type minimum 12 GPM

- 5) Travel: Piston type pump variable displacement closed loop
- 6) Oil Cooler: Heavy Duty fin type with cooling fan
- 7) Oil Capacity: Minimum 40 gallons
- I) Boom:
 - 1) Two-section telescoping boom with adjustable rollers
 - 2) Bucket must rotate 180 degrees
 - 3) Tool-less bucket adaptor
- J) Swing:
 - 1) Planetary transmission with automatic internal swing brake
 - 2) Axial piston motor
 - 3) Minimum swing speed 8 RMP
 - 4) Dynamic brake provided by hydraulic system
- K) Machine Weight:
 - 1) 41,500 or Greater
- L) Tires:
 - 1) Single front
 - 2) Dual Rear
 - 3) On/off highway tread
- M) Steering:
 - 1) Hydraulic type power steering
- N) Buckets:
 - 1) Minimum 60" Ditching Bucket
 - 2) Minimum 60" Dredging Bucket
- O) Additional Equipment:
 - 1) AM/FM Radio
 - 2) Carrier Cab air conditioning
 - 3) Boom, Cab and Perimeter LED work lights
 - 4) Diagnostic Kit including laptop computer with software

-END OF SECTION-

BID SUBMITTAL FORM

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

PROJECT IDENTIFICATION:

ITB 18-012 – HIGHWAY SPEED 4 X 4
TELESCOPING BOOM HYDRAULIC EXCAVATOR

BID SUBMITTED TO:

HIGHLANDS COUNTY BOARD OF COUNTY
COMMISSIONERS – PURCHASING DIVISION

BID SUBMITTED BY:

Bidding Firm's Name

Bidding Firm's Address 1

Bidding Firm's Address 2

Contact's Name (Print)

Contact's E-mail Address

Contact's Phone Number

In submitting this response, BIDDER represents, as more fully set forth in the CONTRACT, that:

- BIDDER has examined and carefully studied the ITB Documents and the following Addenda (receipt of all which is hereby acknowledged):

Date	Number	Date	Number	Date	Number	Date	Number

BID SUBMITTAL FORM

- The following documentation is included with this Bid:

Document	Check if included or circle one		
Drug-Free Workplace Certification (page 21)	Required	YES	NO
Public Entity Crimes Sworn Statement (page 22-23)	Required	YES	NO
Discrimination Certification (page 24)	Required	YES	NO
Scrutinized Companies Certification (page 25)	Required	YES	NO
Acord Insurance Form	Required	YES	NO
E Verify Certification (page 26)	Required	YES	NO
Local Preference Affidavit (page 27)	If Applicable	YES	NO
Women / Minority Business Enterprise Certification	If Applicable	YES	NO
Does Bidder accept Visa card?		YES	NO

MAKE / MODEL:		
A)	ENGINE:	
1.	Minimum 215 H.P. @ 2500 RMP	\$
2.	Minimum Tier 3 Engine	\$
3.	Minimum 650 ft-lb Torque @ 1500 RMP	\$
4.	Electrical System 24 volt, minimum 70 amp alternator	\$
5.	Fuel Tank: Minimum 100 Gallons	\$
B)	Transmission:	
1.	Automatic 6-speed forward 1-speed Reverse	\$
2.	Transfer Case: Hi-Low Range with Front axle disconnect	\$
C)	Axles:	
1.	Front Minimum 22,000 lb. Rating	\$
2.	Rear Minimum 23,000 lb. Rating	\$
D)	Carrier Cab:	
1.	Air Conditioning	\$
2.	Acoustically-lined	\$
3.	Cloth covered adjustable seat with seat belt	\$
4.	Sun Visor	\$
5.	Dome Light	\$
6.	Tilt and telescoping steering column	\$
7.	Full gauge display	\$

8.	Defrost and Heat	\$
9.	Fire Extinguisher mounted in cab	\$
E)	Upper Cab:	
1.	Air Conditioning	\$
2.	Acoustically-lined All Weather Insolated Steel Cab	\$
3.	Cloth Covered Adjustable seat with seat belt	\$
4.	Sliding side windows	\$
5.	Slide up front window	\$
6.	Windshield wiper with washer	\$
7.	Dome Light	\$
8.	Two electric Joysticks mounted in arm rest with SAE, ISO and manufactures control pattern	\$
9.	Foot Pedal for remote travel	\$
F)	Suspension:	
1.	Rear: Rigid Mounted	\$
2.	Front: Leaf Springs with automatic lock-out cylinders	\$
G)	Hydraulic System:	
1.	Main Pump: Piston style pump	\$
2.	Flow and pressure compensating	\$
3.	0-66 GPM @ 2500 rpm engine speed	\$
4.	Steering Pump: Gear type minimum 12 GPM	\$
5.	Travel: Piston type pump variable displacement closed loop	\$
6.	Oil Cooler: Heavy Duty fin type with cooling fan	\$
7.	Oil Capacity: Minimum 40 gallons	\$
H)	Boom:	
1.	Two-section telescoping boom with adjustable rollers	\$
2.	Bucket must rotate 180 degrees	\$
3.	Tool-less bucket adaptor	\$
I)	Swing:	
1.	Planetary transmission with automatic internal swing brake	\$
2.	Axial piston motor	\$
3.	Minimum swing speed 8 RMP	\$
4.	Dynamic brake provided by hydraulic system	\$
J)	Machine Weight	
1.	41,500 or Greater	\$
K)	Tires:	
1.	Single front	\$
2.	Duel rear	\$
3.	On/off highway tread	\$

L)	Steering:	
1.	Hydraulic type power steering	\$
M)	Buckets:	
1.	Minimum 60" Ditching Bucket	\$
2.	Minimum 60" Dredging Bucket	\$
N)	Additional Equipment:	
1.	AM/FM Radio	\$
2.	Carrier Cab air conditioning	\$
3.	Boom, Cab and perimeter LED work lights	\$
4.	Diagnostic Kit including Laptop computer with software	\$

TOTAL PRICE FOR HIGHWAY SPEED 4 X 4 TELESCOPING BOOM HYDRAULIC EXCAVATOR AS DESCRIBED ABOVE, DELIVERED TO 4320 GEORGE BLVD., FL 33875

\$ _____ . _____

IN WORDS: _____

- Maximum number of calendar days required for delivery: _____

- Exceptions to Bid:

- Disclose all additional fees, charges, surcharges:

- This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to

submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the County.

SUBMITTED ON: _____, 20____.

SIGNATURE: _____ (seal)

PRINTED NAME: _____

TITLE: _____

SECTION VII. COMPLIANCE REQUIREMENTS

**CERTIFICATION PURSUANT TO SECTION 287.087, FLORIDA STATUTES
PREFERENCE TO DO BUSINESS WITH DRUG FREE WORKPLACE PROGRAMS
ITB 18-012**

**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 the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by _____

[Print individual's name and title]

for _____

[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to as "Proposer")

2. CERTIFICATION

Proposer hereby certifies that at the time of its Proposal the Proposer has a drug free workplace program in place. The program meets the requirements of Section 287.087, Florida Statutes.

THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____ Date: ____/____/____

STATE OF _____

COUNTY OF _____

The foregoing Certification was sworn to before me this ____ day of _____, 20____, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

(AFFIX NOTARY SEAL)

Signature: _____

Print Name: _____

Notary Public, State of _____

Commission No. _____

My Commission Expires: _____

**SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

ITB 18-012

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

DESCRIPTION OF CONTRACT: _____

STATE OF FLORIDA }ss
COUNTY OF _____ }

Before me, the undersigned authority, personally appeared _____ who, being by me first
duly sworn, made the following statement:

1. The business address of _____ (name of Proposer or contractor), is

2. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida 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 to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

3. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.

4. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

5. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

(Draw a line through paragraph 5 if paragraph 6 below applies.)

6. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____.

A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through paragraph 6 if paragraph 5 above applies.)

THIS SWORN STATEMENT IS MADE PURSUANT TO SECTION 287.133(3)A, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD

Signature: _____

Print Name: _____

Print Title: _____

On ____ day of _____, 20____.

STATE OF _____

COUNTY OF _____

Sworn and subscribed before me in the State and County first mentioned above on the _____ day of _____, 20____.

(AFFIX NOTARY SEAL)

Signature: _____

Print Name: _____

Notary Public, State of _____

Commission No. _____

My Commission Expires: _____

**CERTIFICATION PURSUANT TO SECTION 287.134, FLORIDA STATUTES
DISCRIMINATION; DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS WITH
PUBLIC ENTITIES
ITB 18-012**

**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 the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by _____

[Print individual's name and title]

for _____

[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to as "Proposer")

2. CERTIFICATION

Proposer hereby certifies that at the time of its Bid the Bidder has not been placed on the discriminatory vendor list by the Department of Management Services.

THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.134, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____ Date: ____/____/____

STATE OF _____

COUNTY OF _____

The foregoing Certification was sworn to before me this ____ day of _____, 20____, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

(AFFIX NOTARY SEAL)

Signature: _____

Print Name: _____

Notary Public, State of _____

Commission No. _____

My Commission Expires: _____

CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

ITB 18-012

**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 the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by _____

[Print individual's name and title]

for _____

[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to as "Proposer")

2. **CERTIFICATION**

Proposer hereby certifies that at the time of its Proposal the Proposer is not on the Scrutinized Companies that Boycott Israel list created pursuant to Section 215.4725, Florida Statutes, is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, and that it does not have business operations in Cuba or Syria.

THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing Certification was sworn to before me this ____ day of _____, 2017, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

(AFFIX NOTARY SEAL)

Print Name: _____

Notary Public, State of Florida

Commission No. _____

My Commission Expires: _____

**CERTIFICATION OF PARTICIPATION IN THE UNITED STATES CITIZENSHIP AND
IMMIGRATION SERVICE BUREAU'S E-VERIFY PROGRAM
ITB 18-012**

**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 the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by _____

[Print individual's name and title]

for _____

[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to as "Proposer")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Proposal the Proposer participates in the United States Citizenship and Immigration Services Bureau's E-Verify Program, and does not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

Proposer's E-verify Company ID #: _____

THIS CERTIFICATION IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____ Date: ____/____/____

STATE OF _____

COUNTY OF _____

The foregoing Certification was sworn to before me this ____ day of _____, 20____, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

Signature: _____

Print Name: _____

(AFFIX NOTARY SEAL)

Notary Public, State of _____

SECTION VIII. LOCAL VENDOR AFFIDAVIT

HIGHLANDS COUNTY LOCAL VENDOR 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 FLORIDA
COUNTY OF HIGHLANDS**

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

NOTARY PUBLIC

SEAL

Commission Expiration Date

SECTION IX. ITB CONTACT INFORMATION

All questions regarding this ITB and the details of the project during the ITB process shall be submitted by Bidders in writing to:

*Mrs. Tasha Morgan
Business Services Director
Highlands County Purchasing Division
600 South Commerce Avenue, Sebring, FL 33875
Phone: (863) 402-6842; Email: tmorgan@hcbcc.org*

SECTION X. REQUEST FOR INFORMATION (RFI) CUT-OFF

All questions regarding this ITB shall be submitted by Bidders in writing by 5 P.M. on Wednesday, December 13, 2017 to the contact referenced in Section IX.

SECTION XI. SAMPLE CONTRACT

CONTRACT

This Contract for purchase of Highway Speed 4x4 Telescoping Boom Hydraulic Excavator ("Contract") is made as of this ____ day of _____, 2017, by and between Highlands County, a political subdivision of the State of Florida ("County") and _____, a _____ corporation ("Manufacturer").

RECITALS

WHEREAS, County desires to purchase a Highway Speed 4x4 Telescoping Boom Hydraulic Excavator ("Hydraulic Excavator") from Manufacturer; and

WHEREAS, because of County's desire to purchase the Hydraulic Excavator, Manufacturer will place an order for the purchase and delivery of a Hydraulic Excavator for County.

NOW THEREFORE, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1. SCOPE OF PURCHASE AND SALE. Manufacturer agrees to provide County with the Hydraulic Excavator as offered by Manufacturer in response to ITB 18-012, the terms of such offer are incorporated herein by reference and form a part of the scope of the purchase and sale of the Hydraulic Excavator. On the terms and subject to the conditions provided below and Manufacturer's Bid in response to ITB 18-012, County agrees to purchase from Manufacturer one Hydraulic Excavator,

together with all of its machinery, equipment, gear, and, including without limitation all assets listed on Exhibit A and all applicable warranties received from Manufacturer.

In the event of a conflict between the provisions in this Contract and the provisions on Manufacturer's Bid, the provisions in this Contract shall govern.

ARTICLE 2. PURCHASE PRICE AND PAYMENT. The total "Purchase Price" of the Hydraulic Excavator is \$_____ [in figures] (____) [in words] and will be paid to Manufacturer following inspection, delivery and acceptance by County.

ARTICLE 3. DELIVERY OF HYDRAULIC EXCAVATOR. Manufacturer will commence delivery of the Hydraulic Excavator upon the execution of this Contract and will use due diligence and dispatch to have the Hydraulic Excavator delivered on _____, 20__ ("Delivery Date").

ARTICLE 4. INSPECTION AND DELIVERY OF HYDRAULIC EXCAVATOR.

- 4.1 No less than fifteen (15) days before the scheduled date of delivery of the Hydraulic Excavator, Manufacturer shall provide written notice to County of the date that the Hydraulic Excavator is scheduled to be delivered to the County's place of destination and inspection, _____, Sebring, FL 33875. Manufacturer and County will agree upon a date for demonstration of the Hydraulic Excavator by Manufacturer and initial inspection by County. Inspections shall be conducted by Manufacturer at Manufacturer's expense. Manufacturer shall provide a technician to accompany County on the demonstration and initial inspection. The initial inspection, which shall be of sufficient duration to allow County to adequately inspect and test all aspects of the Hydraulic Excavator; shall include a demonstration by the technician of the full array of the functions and parts of the Hydraulic Excavator. Following the initial inspection, the County shall commence its final inspection within fifteen (15) days of the initial inspection. Upon completion of the final inspection and the Manufacturer's correction or other resolution of any defects discovered during the inspections, County will be deemed to have accepted the Hydraulic Excavator. If County fails to complete a final inspection of the Hydraulic Excavator within thirty (30) days of the initial inspection, unless another date is agreed upon by County and Manufacturer, County shall be deemed to have accepted the Hydraulic Excavator, and Manufacturer may proceed to complete delivery of the Hydraulic Excavator as outlined in paragraph 4.2. Upon acceptance, the payment of the Purchase Price will be due and owing from County.
- 4.2 The Hydraulic Excavator shall be delivered to County free and clear of all liens and encumbrances. At the date and place of delivery, Manufacturer shall deliver to County the Hydraulic Excavator and the following documentation:
- (i) a bill of sale; and
 - (ii) copies of warranties provided by manufacturers and suppliers of equipment and materials furnished by or through Manufacturer.

ARTICLE 5. WARRANTY.

- 5.1 Manufacturer warrants that the Hydraulic Excavator will be manufactured solely by Manufacturer and will be of new, unused quality, properly manufactured and in good functioning order as designed and advertised.
- 5.2 Manufacturer warrants that the Hydraulic Excavator will be free from defects in material and workmanship under normal use and service and that the expected lifetime of the Hydraulic Excavator is approximately ____ years. The obligation of Manufacturer under this warranty shall be to repair or replace the Hydraulic Excavator in accordance with the terms of this Contract.
- 5.3 This warranty is expressly in addition to all other warranties and representations, expressed or implied, and all other obligations or liabilities on the part of Manufacturer or any other manufacturer of parts or provider of services.
- 5.4 This warranty shall not apply to the Hydraulic Excavator if the Hydraulic Excavator has been repaired or altered outside of the terms of this Contract, so as to affect the stability or reliability of the Hydraulic Excavator, or if the Hydraulic Excavator has been subject to misuse, negligence, or accident.

ARTICLE 6. RISK OF LOSS AND INSURANCE.

- 6.1 During any applicable manufacturing period and until County accepts the delivery as provided herein in Article 4, Manufacturer retains all risk of loss or damage to the Hydraulic Excavator.
- 6.2 In the event that County requests, Manufacturer will cause the County to be named as an additional insured and loss payee to the extent of Manufacturer's interest in the Hydraulic Excavator, and all other items identified to the Hydraulic Excavator on Manufacturer's liability insurance policy. County shall be an additional insured for losses associated with the delivery of the Hydraulic Excavator and any other items identified to the Hydraulic Excavator at their full replacement value. A copy of such policy shall be provided to County prior to Manufacturer's commencement of delivery of the Hydraulic Excavator to County.

6.3 CORRECTION PERIOD.

- A. If within one (1) year after the date of acceptance of the Hydraulic Excavator by County, or within such longer period of time as may be prescribed by the terms of any applicable warranty provided by a parts manufacturer, service provider or the Manufacturer, or as by written agreement, any part or function of the Hydraulic Excavator is found to be defective or need repair, then Manufacturer shall promptly provide and pay for transport of the Hydraulic Excavator to

Manufacturer's repair site or send a technician to the County to make the repair and correct any defective parts or function of the Hydraulic Excavator, in accordance with County's written request.

- B. If Manufacturer does not promptly comply with the terms of County's written request, or, in an emergency where delay to make the repair or to correct a defective part or function of the Hydraulic Excavator would cause serious risk of loss or damage to County, County has authority to obtain repair of the Hydraulic Excavator or to have the Hydraulic Excavator removed and replaced if efforts to repair the Hydraulic Excavator are not effective. Manufacturer shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. Where a repair has been effected under this Article, the correction period hereunder with respect to such Work shall be extended for an additional period of one year after such repair has been satisfactorily completed.

ARTICLE 7. COUNTY'S DEFAULT. In the absence of default by Manufacturer, County will be deemed to be in default upon the occurrence of any of the following events:

- a. Failure to pay the Purchase Price when due and owing Manufacturer; or
- b. Failure to accept the Hydraulic Excavator without a reasonable basis for such refusal.

County will have thirty (30) days from receipt of written notice of default from Manufacturer in which to cure County's default.

ARTICLE 8. MANUFACTURER'S DEFAULT. Manufacturer will be deemed to be in default upon the occurrence of any of the following events:

- a. Manufacturer's failure to commence or advance delivery of the Hydraulic Excavator with reasonable diligence that would enable the delivery of the Hydraulic Excavator in a timely fashion as set forth in Article 3 of this Contract;
- b. Manufacturer's failure to deliver the Hydraulic Excavator and provide for demonstration and inspection of the Hydraulic Excavator in accordance with the terms of this Contract;
- c. Manufacturer's failure to repair or replace the Hydraulic Excavator in compliance with the warranties and other terms of this Contract; and
- d. Manufacturer's failure to perform any other material covenant or obligation as set forth in this Contract or the Specifications.

Manufacturer shall have thirty (30) days from receipt of written notice of default from County in which to cure the default. In the event that Manufacturer fails to cure a default, County is entitled to cure the default and seek reimbursement from Manufacturer for all costs, fees, and other expenses, including attorney's fees and court costs from Manufacturer. Further, County is entitled to proceed directly to assert a legal claim against Manufacturer and recover all attorney's fees and court costs associated with such claim and litigation.

ARTICLE 9. AMENDMENT OR WAIVER. This Contract may be changed, discharged, or terminated only by writing signed by all parties hereto. No waiver of any provision of or performance, right or obligation under this Contract shall be valid except when delivered to the other parties to this Contract pursuant to the notice provisions of Article 15 of this Contract. No delay or omission by any party in exercising any right with respect hereto shall operate as waiver. A waiver on any one occasion shall not be construed as a bar to, or waiver of, any right or remedy on any further occasion.

ARTICLE 10. SEVERABILITY. To the extent any provision of this Contract is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition, or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract.

ARTICLE 11. GOVERNING LAW. This Contract shall be construed and interpreted in accordance with the internal laws of the State of Florida without giving effect to the conflict of laws principles thereof.

ARTICLE 12. ENTIRE AGREEMENT. This Contract, along with the ITB, Manufacturer's Bid, and all exhibits hereto, is the entire agreement between the parties relating to the subject matter hereof, and it supersedes all prior oral and written agreements, undertakings, negotiations, statements and representations, and it shall not be amended or modified except in a writing signed by each party. Thus, this Contract and all incorporated documents constitute the entire Contract between the parties relating to the Hydraulic Excavator.

ARTICLE 13. BINDING EFFECT. All of the terms of this Contract, as amended from time to time, shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of the Manufacturer and the County.

ARTICLE 14. CONSENT OF JURISDICTION AND VENUE. In the event that any party to this Contract commences a lawsuit or other proceeding relating to or arising from this Contract, the parties hereto agree that the Tenth Judicial Circuit in and for Highlands County, Florida, shall have the sole and exclusive jurisdiction over any such proceeding. That court shall be proper venue for any such lawsuit or judicial proceeding, and the parties hereto waive any objection to such venue. The parties hereto consent to and agree to submit to the jurisdiction of the court specified herein, agree to accept the service of process, and agree that service of process shall vest personal jurisdiction over them by that court.

ARTICLE 15. NOTICES AND DESIGNATED CONTACT PERSON

Any notice required or permitted by this Contract to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first class registered or certified mail, return receipt requested, postage prepaid or by Federal Express, UPS or other nationally recognized delivery service, with confirmation of delivery requested, and addressed as follows:

To County: Highlands County Board of County Commissioners
Road & Bridge Department
4344 George Blvd.
Sebring, FL 33875
Attn: Jerry Queen, Project Manager

To Manufacturer: _____

Attn: _____

The Parties shall designate a contact person who shall be the primary contact person for each Party:

The County: Mr. Jerry Queen, Project Manager

The Manufacturer: _____

ARTICLE 16. ASSIGNMENT. This Contract may not be assigned by any party hereto or to any other person or entity without the prior written consent of the other party. Headings are for convenience only and do not affect, limit or control the meaning, effect or application of any provision of this Contract. No consent or waiver, express or implied, of any right, obligation, breach or default under or affected in any way by this Contract by any party will be deemed a consent or waiver of any other breach or default by that party. This Contract may be executed in one or more counterparts, each of which will constitute the same agreement, whether or not all parties execute each counterpart. This Contract shall be binding upon Manufacturer and County and upon the respective, heirs, legal representatives, successors and assigns.

ARTICLE 17. TAXES. County is a non-profit governmental operation and not subject to federal excise or state sales tax.

ARTICLE 18. PUBLIC ENTITY CRIMES STATEMENT

Manufacturer represents that it has full knowledge of the requirements contained in Section 287.133, Florida Statutes, relating to public entity crimes and that by executing this Contract, assures to County that neither Manufacturer nor agents, officers or employees of Manufacturer is on the convicted vendor list and that it is otherwise in compliance with the statute.

ARTICLE 19. COMPLIANCE WITH SECTION 287.135(3)(b), FLORIDA STATUTES

Pursuant to Section 287.135(3)(b), Florida Statutes, County may terminate this Contract, at the option of its Board of County Commissioners, if the Manufacturer is found to have submitted a certification required by Section 287.135(5), Florida Statutes, that is false or if Manufacturer is or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel or if Manufacturer is or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or if Manufacturer is or has been engaged in business operations in Cuba or Syria.

ARTICLE 20. PUBLIC RECORDS COMPLIANCE

If by providing services to County pursuant to this Contract, Manufacturer is a contractor, as defined by Section 119.0701, Florida Statutes, Manufacturer shall:

- 15.1 Keep and maintain public records required by the County to perform the services.
- 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.
- 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 Manufacturer does not transfer the records to the County.
- 15.4 Upon completion of this Contract, transfer to the County, at no cost, all public records in possession of Manufacturer or keep and maintain public records required by the County to perform the services. If Manufacturer transfers all public records to the County upon completion of this Contract, Manufacturer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Manufacturer keeps and maintains public records upon completion of this Contract, Manufacturer 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 MANUFACTURER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MANUFACTURER'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@hcbcc.org
Mailing Address: 600 South Commerce Avenue
Sebring, FL 33870

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year above set forth.

ATTEST:

By: _____

Robert W. Germaine, Clerk

ATTEST:

By: _____

Print Name: _____

HIGHLANDS COUNTY, a political subdivision of
the State of Florida
By its Board of County Commissioners

By: _____

_____, Chairman

a _____ corporation

By: _____

Print Name: _____