



**LEVY COUNTY, FLORIDA**

**INVITATION TO BID**

**ITB\_2022\_013**

**DERELICT VESSEL REMOVAL**

**LEVY COUNTY BOARD OF COUNTY COMMISSIONERS**

**PROCUREMENT DEPARTMENT**

**P.O. BOX 310**

**310 SCHOOL STREET**

**BRONSON, FL 32621**

**PHONE: (352) 486-5218**

**FAX: (352) 486-5167**

**EMAIL: [TRETHEWAY-ALI@LEVYCOUNTY.ORG](mailto:TRETHEWAY-ALI@LEVYCOUNTY.ORG)**

ITB\_2022\_013

DERELICT VESSEL REMOVAL

Table of Contents

ADVERTISEMENT ..... 3

STATEMENT OF NON-SUBMITTAL ..... 4

PART I INSTRUCTIONS TO BIDDERS ..... 5

PART II SCOPE OF WORK ..... 14

PART III REQUIRED AND OPTIONAL FORMS ..... 30

    ATTACHMENT “1” BID PROPOSAL ..... 31

    SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a), ..... 32

    NON-COLLUSION AFFIDAVIT ..... 35

    BID SIGNATURE FORM ..... 36

    DRUG FREE WORKPLACE FORM ..... 37

    CONFLICT OF INTEREST DISCLOSURE STATEMENT ..... 38

    W9 FORM ..... 39

    VENDOR INFORMATION SHEET ..... 41

    ATTACHMENT “C” ..... 42

    ATTACHMENT “D” ..... 43

    FORM PURCHASE ORDER EXCEPTION FORM ..... 44

PART IV – FORM PURCHASE ORDER ..... 45

**BOARD OF COUNTY COMMISSIONERS**

**Levy County, Florida**

**INVITATION TO BID**

**ITB\_2022\_013**

**ADVERTISEMENT**

Notice is hereby given that Levy County, Florida will be receiving sealed bids via e-bidding at [www.DemandStar.com](http://www.DemandStar.com), for

INVITATION TO BID

ITB\_2022\_013

DERELICT VESSEL REMOVAL

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed bids from firms to provide for the removal of derelict vessels from the waters of the state, as described in the Invitation to Bid documents.

INVITATION TO BID DUE DATE: 2:00 P.M., EST, 11/15/2021

PROCUREMENT DEPARTMENT

BOARD OF COUNTY COMMISSIONERS

OF LEVY COUNTY, FLORIDA

P.O. BOX 310

310 SCHOOL STREET

BRONSON, FL 32621

Documents can be obtained by contacting the Procurement Coordinator of Levy County, Florida at (352) 486-5218 ext. 2, or online through the DemandStar system by Onvia at [www.DemandStar.com](http://www.DemandStar.com). If you have any questions, please call Alicia Tretheway, Procurement Coordinator, at (352) 486-5218.

Chiefland Citizen:

Date(s): 11/4/2021, 11/11/2021

---

**Levy County  
Board of County Commissioners  
310 School Street  
Bronson, Florida 32621  
(352) 486-5218**

---

### STATEMENT OF NON-SUBMITTAL

If you **do not** intend to submit a response to the Invitation to Bid, please return this form to the above address immediately or fax to (352) 486-5167. If this statement is not completed and returned, your company may be deleted from the Levy County list for this service.

We the undersigned have declined to submit a response on the **INVITATION TO BID FOR DERELICT VESSEL REMOVAL** for the following reason:

- Insufficient time to respond to the Invitation to Bid.
- We do not offer this service.
- Our schedule would not permit us to perform.
- Unable to meet bond/insurance requirements.
- Unable to meet proposal specifications or scope of anticipated services.
- Specifications are unclear (explain below).
- Remove us from your vendors' list for this service.
- Other (specify below).

Remarks: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Signature: \_\_\_\_\_

Telephone: \_\_\_\_\_ Date: \_\_\_\_\_

E-Mail: \_\_\_\_\_

## INVITATION TO BID

ITB\_2022\_013

### DERELICT VESSEL REMOVAL

## PART I INSTRUCTIONS TO BIDDERS

**IB-01 QUALIFICATIONS OF BIDDERS:** It is the intent of Levy County ("County") to award a contract to the lowest responsible bidder, qualified by experience and solvency, with proven reliability to provide for the removal of derelict vessels from the waters of the state, and subject to the provisions of this Invitation to Bid ("ITB"). Bidder may be required to supply information in writing at the request and discretion of the County prior to award of bids, in order to verify above requirements.

**IB-02 GENDER DESIGNATION:** The County and the bidders/contractor may be treated throughout these documents as if each were the singular and masculine gender.

**IB-03 EXAMINATION OF DOCUMENTS/SITE:**

- A. Prior to the submission of a bid, bidders shall carefully examine the bid package also sometimes referred to as bid documents, which include Invitation to Bids, Instructions to Bidders, Specifications, Bid Form, Form Purchase Order and all other Required and Optional Forms, any addenda that may be issued, and all other related bid documents, including modifications thereof, incorporated in the bid package, plus fully informing themselves as to all existing conditions and limitations that affect the goods or work to be performed under any contract resulting from this ITB.
- B. Discrepancies, omissions, or questions about the intent of the bid documents should be submitted to the Procurement Department in written form as a request for interpretation no later than five (5) days prior to bid opening (or shall be verbally addressed at the pre-bid conference, if applicable).
- C. Interpretation on any of the bid documents or project will be in the form of a written addendum to the documents which will be added to the DemandStar system by Onvia at [www.DemandStar.com](http://www.DemandStar.com). Receipt by each bidder of any addenda must be acknowledged on the bid signature form, indicating the addendum number and date of issue, therein becoming part of the contract. No oral explanations shall be binding. The County will attempt to notify all prospective bidders of addenda issued to the bid documents; however, it shall be the responsibility of the bidder, prior to submitting its bid, to determine if addenda were issued, acknowledging and incorporating it into the bid.

**IB-04 PREPARATION AND SUBMISSION OF BID FORM REQUIREMENTS:** Bids shall be submitted on the Required and Optional Forms (herein "Bid Forms" or "bid forms") supplied by the County, or duplicates thereof and attached thereto, or as specified. Bidders shall indicate the number of calendar days required for delivery of goods/services and acknowledge receipt of any addenda received during the bid period.

Each bid must give the full business address of the bidder and state whether bidder is an individual, corporation, or partnership. Bid Forms by a corporation must be signed in the name of the corporation, followed by the original signature and designation of the officer or other person authorized to bind the

corporation. Bid Forms by partnerships shall show all the names of all partners. The partnership title shall follow the original signature of each partner. Bid Forms by any other entity must show the name of the person authorized to sign for and bind the entity and shall show the original signature of such authorized person.

Any erasures or other corrections in the bid forms must be explained or noted over the signature of the bidder. Bid Forms containing any conditions, omissions, erasures, alterations, or irregularities of any kind, whether explained or noted or not, may be rejected by the County.

The County has transitioned from accepting hard (paper) copy submittals to accepting electronic submittals through "E-Bidding" on the DemandStar platform, [www.DemandStar.com](http://www.DemandStar.com). In order to submit a bid in response to this solicitation the bidder must be registered with DemandStar.

A bid containing all required documents and authorized signatures must be received on the DemandStar platform by 2:00 PM on Monday, November 15, 2021. The bidder's complete bid and all attachments should be uploaded in pdf format unless the ITB specifically states otherwise. Any bid that is attempted to be submitted after the due date and time will not be accepted by the DemandStar platform and will not be considered. The County is not responsible for any delays in delivery or uploading of a bid caused by any issues a bidder may experience in attempts to upload on the DemandStar platform or caused by any other occurrence. A bidder should give sufficient time to address any delivery or uploading issues when it schedules the submittals of its bid.

Bid Guarantee – The bid shall be signed where indicated guaranteeing that the bidder will not withdraw its bid for a period of 90 days after the scheduled time for opening of bids.

**IB-05 WITHDRAWAL OF BIDS:** Modifications to or withdrawal of a bid may be made up to the deadline. Modifications and withdrawals must be documented in the DemandStar platform in order to be recognized by the County. Error or negligence on the part of the bidder in preparing the bid confers no right for withdrawal of the bid after it has been opened.

**IB-06 BID TABULATIONS:** In accordance with Section 119.071(1)(b)2, Fla. Stat.: Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from Section 119.07(1), Fla. Stat., and s. 24(a), Art. I of the State Constitution, except as provided by Section 255.0518, Fla. Stat., until such time as the agency provides notice of an intended decision or until 30 days after opening bids, proposals, or final replies whichever is earlier. Upon release of the intended decision, if a bidder wishes to obtain the intended decision, a bidder may do so by visiting the DemandStar system by Onvia at [www.DemandStar.com](http://www.DemandStar.com). No information regarding the submittal will be divulged over the telephone.

**IB-07 RESERVED RIGHTS:** The County reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request resubmission of bids. Also, the County reserves the right to accept all or any part of the bid and to increase or decrease the quantities to meet additional or reduced requirements of the County. Any sole response received may be rejected by the County depending on the available competition and timely needs of the County.

**IB-08 FORM OF CONTRACT:** The County anticipates entering into an agreement (sometimes referred to herein as "contract") with one (1) bidder that submits a bid judged to be the most advantageous to the

County that can perform the requested services. The bidder who submits the bid so judged and enters into an agreement with the County shall sometimes be referred to hereinafter as "Contractor."

Upon award of the bid by the County, the submitted bid forms signed by the bidder, together with the complete bid documents and any terms contained in a purchase order issued by the County, shall constitute a binding contract (the "contract" or "agreement"). The form purchase order is included in Part IV of this ITB and is incorporated herein by reference. Any exceptions to the proposed Agreement must be noted in the Form Agreement Exception Form in Part III of this ITB. The County is under no obligation to modify the proposed Agreement to conform to the selected bidder's exceptions. Contingent bids will not be accepted. If acceptance of the award is contingent on an exception and modification to the Agreement, the bidder must provide this information to the County at the time of submission of questions, as outlined in section IB-04 in order to obtain a determination from the County regarding the proposed exception. If a bidder's exception and modification are rejected by the County during the question portion of the procurement process and the bidder later submits a bid, the bidder shall be deemed to have accepted this Agreement provision.

The bidder shall be required to perform according to the bidder's submitted Bid Forms and the County's bid documents when a purchase order signed by the Procurement Coordinator or his/her designee is transmitted to bidder. The transmitted purchase order shall serve as both a Notice of Acceptance and a Notice to Proceed to the bidder. Failure to comply with the conditions set forth in the bid package, Bid Forms, or purchase order shall be deemed a breach of contract subjecting the bidder to forfeiture of the bid bond or other posted security and other possible penalties. A successful bidder to whom a contract is awarded pursuant to this ITB may sometimes be referred to herein as "successful bidder" or "contractor" or "vendor."

**IB-09 NOTICE TO PROCEED/DELIVERY:** After the award of bid, a notice to proceed/purchase order shall be issued bearing the terms of the contract/delivery. Upon receipt of purchase order, the successful bidder/contractor shall acknowledge receipt of same by either fax or mail and shall commence processing of order so that the agreed upon delivery date will be satisfied.

**IB-10 PAYMENT:** Request for payment must be submitted to Levy County Construction and Maintenance on a form approved by the County. All invoices will be paid in accordance with the Local Government Prompt Payment Act (Sections 218.70 through 218.79, Fla. Stat.).

**IB-11 PERFORMANCE EVALUATION:** At the end of the contract, if awarded, the receiving department may evaluate the contractor's performance. This evaluation will become public record.

**IB-12 ARITHMETIC DISCREPANCIES:** For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bid forms submitted by the bidder:

- A. Obviously misplaced decimal points will be corrected.
- B. Apparent errors in addition of lump sum and extended prices will be corrected.

For the evaluation purposes, the County will proceed on the assumption that the bidder intends its bid be evaluated on the basis of the totals arrived at by resolution of arithmetic discrepancies (above). The bid will be so reflected on the bid tabulation.

**IB-13 DESCRIPTIVE INFORMATION:** Unless otherwise specifically provided in the bid package, all equipment, materials, and articles incorporated in the work covered by this bid are to be new and of the most suitable grade for the purpose intended. Unless otherwise stated in these bid documents, any manufacturer's names, trade names, brand names, patented process, information, or catalog numbers listed in a specification are to establish a standard of quality for information and not intended to limit competition. If the bid documents do not state that a substitution is not allowed for any particular manufacturer, trade name, brand name, patented process, information or catalog number, the bidder may offer any substitute for which it is an authorized representative, or which meets or exceeds the specifications for any item listed in this bid. At the request of the County, the bidder shall submit cuts, sketches, or descriptive literature and/or complete specifications for said substitute item(s) as an approved equivalent for the item(s) set out in the applicable bid specification.

**IB-14 GUARANTEE:** The Contractor shall warrant all work performed by him for a period of one (1) year from the date of written acceptance of the work by the County or as otherwise specified. Any faulty work will be fully corrected at no cost to the County and restored work will be warranted for one year from the date of acceptance, or as may be otherwise specified.

The making and acceptance of final payment shall not waive any claim for faulty work appearing after final payment or for failure to adhere strictly to the Agreement. If any part of the project is guaranteed for a longer period, such longer period shall prevail. Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting from use of inferior materials, equipment, or workmanship for one (1) year from the date of completion or written acceptance by the County, whichever is later.

**IB-15 REGULATIONS:**

- A. It shall be the responsibility of each bidder to assure compliance with any OSHA, EPA, and/or other federal, state, or local statutes, ordinances, rules, regulations, or other requirements, as each may apply.
- B. Bidder must be authorized to transact business and be properly licensed in the State of Florida. Laws and regulations of the State of Florida and ordinances and regulations of Levy County will apply to any resulting contract.

**IB-16 CODE OF ETHICS:** With respect to this bid, if any bidder violates or is part to a violation of the State of Florida Code of Ethics for Public Officers and Employees, Chapter 112, Part III, Fla. Stat., such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for the County.

**IB-17 COLLUSION:** By offering a submission to this invitation, the bidder certifies he has not divulged to, discussed, or compared his bid with other bidders and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid, each party thereto certifies as to his own organization, that in connection with this bid:

- Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor;



- Any prices and/or cost data quoted for this bid have not been knowingly disclosed by bidder and will not knowingly be disclosed by bidder prior to the schedule bid opening directly or indirectly to any other bidder or competitor;
- No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;
- The only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into; and
- No person or agency has been employed or retained to solicit or secure a contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee accepting bona fide employees or established commercial agencies maintained by the purchaser for the purpose of doing business.

**IB-18 DRUG FREE WORKPLACE FORM:** It is strongly suggested that the attached Drug Free Workplace Form be signed and returned to this office with the bid forms. In the event of a tie bid, the presence of a valid and accurate Drug Free Workplace Form may be used as a basis for awarding the contract.

**IB-19 PUBLIC ENTITY CRIMES:** In accordance with Section 287.133(2)(a), Fla. Stat., “A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods/services to a public entity, may not submit a bid on a contract with 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, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list”.

**IB-20 CANCELLATION/TERMINATION OF CONTRACT:** The County shall have the right to cancel, terminate or suspend the contract, in whole or in part, by providing the contractor 30 days’ written notice by certified mail.

It is expressly understood by the County and the contractor that funding for any successive fiscal years of the contract is contingent upon appropriate of monies by the Levy County Board of County Commissioners. In the event that funds are not available or are not appropriated, the County reserves the right to terminate the contract. The County will be responsible for payment of any outstanding invoices and work completed by the Contractor prior to such termination.

**IB-21 INDEMNITY:** A contractor that may enter into an agreement as a result of this ITB, shall defend, indemnify and hold harmless County and all of County’s elected officials, officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys’ fees, and court costs which may arise because of negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of contractor or its officers, agents or employees in performance or non-performance of its obligations under an agreement. Contractor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to County when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by County in support of these indemnification, legal defense and hold harmless contractual obligation in accordance with the laws of the State of Florida. This clause shall survive the termination of an agreement resulting

from this ITB. Compliance with any insurance requirements required elsewhere within an agreement resulting from this ITB shall not relieve contractor of its liability and obligation to defend, hold harmless and indemnify County as set forth in this provision.

**IB-22 TAXES:** The contractor shall assume liability for local, state, or federal tax that is applicable to the goods or work.

**IB-23 ASSIGNMENT:** The agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances by contractor without prior written consent of the County.

**IB-24 EQUAL EMPLOYMENT OPPORTUNITY:** The County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and the Regulations of the Department of Commerce issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any agreement entered into pursuant to this ITB, minority business enterprises will be afforded full opportunity to submit responses to this ITB and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

All bidders are hereby notified that the contractor must and shall comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Florida Civil Rights Act, Levy County Resolution 2011-59, all as the same may be amended. Specifically, but not by way of limitation, by submitting a bid, the contractor agrees that:

- No person shall, on the grounds of race, color, sex, religion, age, disability, national origin, genetics, or marital status, be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through an agreement entered into as a result of the ITB and the bid submitted.
- Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin, genetics, or marital status. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- Contractor will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin, genetics or marital status.
- County may require contractor to submit reports as may be necessary to indicate non-discrimination. County officials will be permitted access to contractor's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws.

**IB-25 EMPLOYEE BACKGROUND CHECK:** If an owner, except a stockholder in a publicly traded corporation, or an employee of the contractor has been convicted of any offenses requiring registration as a sexual offender or sexual predator, regardless of the location of conviction, the contractor shall ensure that the offender's or predator's work on the project is consistent with the terms of his probation and requirements.

## **IB-26 CONTRACTS PUBLIC RECORDS:**

- A. The Successful bidder/contractor shall comply with all federal, state, and local statutes, laws, ordinances, rules, and regulations in the performance of its obligations under any agreement entered into as a result of this ITB.
- B. In addition to compliance with any other laws as required by this Agreement, the successful bidder/contractor shall comply with the public records laws of the State of Florida contained in Chapter 119, Fla. Stat., as the same may be amended. Failure to comply with the provisions of this subsection shall constitute a substantial failure to perform on the part of the successful bidder/contractor in accordance with the terms of any agreement entered into as a result of this ITB. Specifically, but not by way of limitation, successful bidder/contractor shall:
  - i. Keep and maintain public records required by County to perform the service;
  - ii. Upon request by County's custodian of public records, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - iii. 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 any agreement entered into as a result of this ITB and following completion of the services to be provided by the successful bidder/contractor under any such agreement if the successful bidder/contractor does not transfer the records to County; and
  - iv. Upon completion of the services to be provided under any agreement entered into as a result of this ITB, transfer, at no cost to County all public records in possession of the successful bidder/contractor or keep and maintain public records required by County to perform the services. If the successful Bidder/Contractor transfers all public records to County upon completion of the services, the successful bidder/contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the successful bidder/contractor keeps and maintains public records upon completion of the service, the successful bidder/contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of County.

The definitions contained in Chapter 119, Fla. Stat., apply to terms used in this section, unless alternate or more specific definitions for any such terms are provided in this ITB.

For the purposes of this ITB, the term "custodian of public records" shall mean the County Coordinator of County, or his/her designee.

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

**TELEPHONE: (352) 486-5218**

**EMAIL: [LEVYBOCC@LEVYCOUNTY.ORG](mailto:LEVYBOCC@LEVYCOUNTY.ORG)**

**MAILING ADDRESS: P.O. BOX 310, BRONSON, FL 32621**

**IB-27 INSURANCE REQUIREMENTS:** Prior to entering into an agreement with the County, contractor shall, at its sole cost and expense, procure and maintain throughout the term of the agreement, insurance policies in coverages and limits required below, or to the extent and in such amounts as required and authorized by Florida Law. In addition, for those policies that are allowed by law to carry an additional named insured, contractor will provide endorsed certificates of insurance executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, on a standard ACORD form, listing coverages and limits, expiration dates, terms of policies and all endorsements, and shall include the ITB/project name on the certificate generated and naming "Levy County, a political subdivision of the State of Florida, its elected officials, officers, employees, agents, and volunteers," as a named, additional insured, as well as furnishing County with a certified copy, or copies, of said insurance policies. In addition, each policy required below shall require that thirty (30) days prior to expiration, cancellation, non-renewal, or any material change in coverages or limits, written notice thereof shall be given to County. Any and all deductibles to any insurance policy shall be the responsibility of the contractor. Said insurance coverages procured by Contractor as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to County, and that any other insurance, or self-insurance available to County shall be considered secondary to, or in excess of, the insurance coverage(s) procured by County as required herein.

Nothing herein shall be construed to extend County's liability beyond that provided in section 768.28, Florida Statutes.

Coverage and limits for the insurance required herein shall be as follows:

- A. **Workers Compensation:** Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.
- B. **Professional Liability Insurance:** Coverage of a minimum one million dollars (\$1,000,000) in coverage for this project.
- C. **Public liability Insurance:** Policy must include bodily injury and property damage, Combined Single Limits (CSL) of \$300,000 minimum.
- D. **Commercial General Liability – Occurrence Form Required:** Contractor/vendor shall maintain Commercial General Liability (CGL) insurance with a limit of not less than \$500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project 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. Damage to rented premises shall be included at \$100,000.

- E. **Commercial Automobile Insurance:** Contractor/vendor shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-hired autos). The policy shall be endorsed to provide contractual liability coverage.

**IB-28 SUBMITTAL LOCATION & DEADLINE:** The County has transitioned from accepting hard (paper) copy submittals to accepting electronic submittals through “E-Bidding” on the DemandStar platform, [www.DemandStar.com](http://www.DemandStar.com). Bids must be submitted through the DemandStar platform by Monday, November 15, 2021, prior to 2:00 PM. Bids submitted by fax, e-mail, or telephone will not be accepted. The DemandStar platform will not accept late submittals of bids.

**IB-29 RESPONSE FORM:** Bids shall be made only on the form included in this packet (Part III Attachment “1” Bid Proposal). Bid forms shall be signed by the owner or other authorized individuals.

**IB-30 ITEMS THAT MUST BE INCLUDED WITH BID:** A bid must contain all of the following completed forms and information (unless otherwise noted):

1. Attachment “1” Bid Proposal.
2. Proof of insurance Certificate of Insurability acceptable to the County, in the amounts and types as prescribed herein.
3. Evidence that the bidder is qualified to transact business in the State of Florida.
4. Sworn Statement Pursuant to Section 287.133(3)(a), Fla. Stat., on Public Entity Crime Form.
5. Non-Collusion Affidavit Form.
6. Bid Signature Form.
7. Drug-Free Workplace Form (optional but recommended).
8. Conflict of Interest Disclosure Statement Form.
9. Completed W9 Form.
10. Completed Vendor Information Form.
11. Attachment “C” Title VI List of Pertinent Nondiscrimination Acts and Authorities.
12. Attachment “D” Scrutinized Contractors Certificate.
13. Form Purchase Order Exception Form.
14. Any other documentation required to be submitted by the provisions of this bid.

**IB-31 BID PREPARATION & SUBMITTAL EXPENSES:** The County shall not be responsible for any expense incurred by a bidder in reviewing, evaluating, preparing, or submitting a bid. Bidders are solely responsible for the entire expense of responding to this ITB.

**IB-32 ALL-INCLUSIVE COST:** The bid shall include all expenses necessary to complete the delivery of products or provide the services described in this Invitation to Bid.

**END OF PART I**

## PART II SCOPE OF WORK

**IB-33 DESCRIPTION OF WORK:** The Levy County Board of County Commissioners is seeking bids from firms to provide for the removal of derelict vessels from the waters of the state, transport the vessels or vessel's parts to an approved landfill facility and destroy the vessels. The contractor selected will use Florida Fish and Wildlife Best Management Practices for Derelict Vessel Removal. These include protective measures and equipment to prevent erosion and pollution during removal.

Levy County is authorized to remove and destroy the following vessel's:

**Vessel 1:**

Vessel Make: Unknown  
Vessel Model: Commercial Trawler  
Vessel Hull Identification Number: DO645387  
Vessel Registration Number: DO645387  
Vessel Length: 39 Feet  
Vessel Color: White  
Vessel Location Latitude/Longitude: N29 1.3743 W082 43.35852  
Vessel Location Description: Withlacoochee River, near Yankeetown Marina

**Vessel 2:**

Vessel Make: Landry  
Vessel Model: Commercial Trawler  
Vessel Hull Identification Number: DO658944  
Vessel Registration Number: DO658944  
Vessel Length: 50 Feet  
Vessel Color: Black  
Vessel Location Latitude/Longitude: N29 1.57788/W082 43.16148  
Vessel Location Description: Submerged in Withlacoochee River at 6601 Riverside Drive  
Yankeetown, FL 34498

**Vessel 3:**

Vessel Make: O'Day  
Vessel Model: Sailboat  
Vessel Hull Identification Number: XDYM0248M75E  
Vessel Registration Number: FL 6504 LU  
Vessel Length: 27 Feet  
Vessel Color: Red  
Vessel Location Latitude/Longitude: N29 8.604 W083 02.235  
Vessel Location Description: Northwest of Cedar Key Marina Dry Storage Building

**Vessel 4:**

Vessel Make: Hacker  
Vessel Model: Cabin Cruiser  
Vessel Hull Identification Number: FLZ487050359  
Vessel Registration Number: FL 4483 BR  
Vessel Length: 38 Feet  
Vessel Color: White  
Vessel Location Latitude/Longitude: N29 24.005 W083 01.311

Vessel Location Description: Suwannee River North of Fowler's Bluff

**Vessel 5:**

Vessel Make: Sport Trawl

Vessel Model: Trawler

Vessel Hull Identification Number: Unknown

Vessel Registration Number: Unknown

Vessel Length: 35 Feet

Vessel Color: White

Vessel Location Latitude/Longitude: N29 1.93182/W082 42.07548

Vessel Location Description: Submerged in Withlacoochee River Upriver (East) from USCG Station Yankeetown on North Side of River

**Vessel 6:**

Vessel Make: Homemade

Vessel Model: Commercial Fish

Vessel Hull Identification Number: DO941976

Vessel Registration Number: DO941976

Vessel Color: White

Vessel Location Latitude/Longitude: N29 12.89958 W082 45.67608

Vessel Location Description: Waccasassa River East of Boat Ramp

**Vessel 7:**

Vessel Make: Elco Marine

Vessel Model: Cabin Cruiser

Vessel Hull Identification Number: DO239825

Vessel Registration Number: DO239825

Vessel Length: 42 Feet

Vessel Color: Green

Vessel Location Latitude/Longitude: N29 0.14802 W082 45.33198

Vessel Location Description: Canal near the mouth of the Withlacoochee River, near Highway 40

**Vessel 8:**

Vessel Make: Sailboat

Vessel Model: Unknown

Vessel Hull Identification Number: Unknown

Vessel Registration Number: Unknown

Vessel Color: White

Vessel Location Latitude/Longitude: N29 8.65602 W083 02.196

Vessel Location Description: In state Waters North of the Shell Pile Boat Ramp in Cedar Key

**Vessel 9:**

Vessel Make: BMF Houseboat

Vessel Model: Houseboat

Vessel Hull Identification Number: BMF450160773

Vessel Registration Number: FL 3630 BN

Vessel Color: White

Vessel Location Latitude/Longitude: N29 8.64498 W083 02.10942

Vessel Location Description: In State Waters NNE of the Shell Pile Boat Ramp in Cedar Key

**Vessel 10:**

Vessel Make: San Juan

Vessel Model: Sailboat

Vessel Hull Identification Number: CCK027M78E

Vessel Registration Number: FL0230FF

Vessel Length: 28'

Vessel Color: White

Vessel Location Latitude/Longitude: N29 8.5965/W83 02.17038

Vessel Location Description: Just North of Cedar Key Marina Dry Storage

**Vessel 11:**

Vessel Make: Scout

Vessel Model: Open Motorboat

Vessel Hull Identification Number: SLPA8939L900

Vessel Registration Number: FL6955LM

Vessel Length: 15' 5"

Vessel Color: White

Vessel Location Latitude/Longitude: N29 8.60478 W83 01.7523

Vessel Location Description: Wedged in Mangrove Trees

**IB-34 GENERAL REQUIREMENTS AND SPECIFICATIONS:**

- A. Derelict Vessel Removal Process:** Derelict vessels are existing impacts to the environment as well as boating safety hazards, impediments to navigation, and esthetic nuisances. Typically, these vessels are found grounded on the edges of active waterways where they may have physical impact on benthic and shoreline communities. However, the impact of these vessels is not limited to their immediate location. If left unattended, the influences of winds and tides continue to push the boats causing greater impact as they become more deeply mired into the environment. Early extraction of these vessels will avoid and minimize the environmental impacts. In addition, to these physical impacts resulting from the movement of these vessel through the environment; there is the long-term effect caused by their continued degradation and decay in the marine environment. These vessels may be constructed of various materials, such as wood, steel, aluminum, or fiberglass; each having varying degrees of resilience and can remain in the marine environment for extended periods of time. With the progression of time the environmental impacts increase with the shading from the hull and displacement of live bottom and emergent vegetative communities resulting from the expansion of the debris field as the vessels disintegrates. The impacts resulting from the removal of these vessels during any stage is less than the impacts caused by the long-term presence of the vessel in the marine environment. Therefore, the early detection and removal of these abandoned and derelict vessels is the best means of minimizing the individual or cumulative impacts to the environment.
- B. Derelict Vessel Removal (FDEP) Permit Exemption:** An Exemption under Florida Administrative Code Chapter 62-330-051(5)(g) by Florida Department of Environmental Protection, has been established for the removal of derelict vessels. Based on the presumption that the extraction of these vessels form the marine environment will cause minimal environmental impacts and in turn avoid the long-term impacts resulting from the degradation of the vessels at its current



locations. The environmental impacts are ameliorated by the application of the best management practices referenced below.

**C. Florida Administrative Code:** Chapter 62-330-051(5)(g) The removal of derelict vessels, as defined in Section 823.11(1), Fla. Stat., by federal, state, and local agencies, provided:

1. The derelict vessel case has been completed as specified in Section 705.103, Fla. Stat., and has been entered into the Statewide Derelict Vessel Database maintained by the Florida Fish and Wildlife Conservation Commission;
2. All work is done in a manner that, to the greatest practicable extent, avoids additional dredging or filling, grounding, or dragging of vessels, and damage to submerged resources such as seagrass beds, oyster beds, coral communities, mangroves, other wetlands, and live bottom; and
3. An absorbent blanket or boom shall be immediately deployed on the surface of the water around the derelict vessel if fuel, oil, or other free-floating pollutants are observed during the work.

**D. General Derelict Vessel Removal and Environmental Protection Best Management Practices:**

The following Best Management Practices (BMPs) will be employed by the contractor during the removal of derelict vessels. These BMPs will be incorporated into the contract for the vessel removal project. The contractor selected for the project will be required show proof of their ability to meeting the BMP requirements with their contingency of equipment, staff, and expertise in the removal of derelict vessels. Compliance with these BMP's will be monitored by the County and by local Florida Fish and Wildlife Conservation Commission Law Enforcement Officers. These BMPs are as follows:

1. Operations are to be limited to daylight hours.
2. Operations are to be staged from an upland area.
3. All work is to be performed in a manner that avoids and/or minimizes impacts to live bottom and other resource areas (e.g., seagrass beds, oyster beds, wetlands, mangroves, and other sensitive habitats) while approaching, working in, and leaving the derelict vessel site.
4. All work shall avoid impacts to manatees, sea turtles, and other species listed by the state and federal government as threatened or protected.
5. The Contractor will at all times be cautious of manatee presence and will stop work immediately until a manatee is a safe distance from the work area if a manatee is spotted.
6. The Contractor will remove all contaminants and pollutants including fuels, batteries, paints, solvents, and engine from the derelict vessel prior to extraction. Any contaminant or pollutant found to be contained within a derelict vessel shall be removed by the Contractor, placed in an approved container, and disposed of properly. The placement of an absorbent blanket on the surface of the water around the derelict vessel within the turbidity barrier is required where free floating product (gas/oil) is observed.
7. The Contractor is to provide appropriate BMPs approved by the Florida Department of Environmental Protection for erosion control and turbidity protection while each derelict vessel is being removed. In areas of low to moderate currents, a Type II floating turbidity barrier will be installed within a ten (10) foot radius of the vessel being

removed prior to starting any removal activities. The turbidity barrier shall be anchored to the bottom of the waterway.

8. The Contractor is to provide appropriate BMPs for erosion control and turbidity prevention around the vessels/barges being used to remove the derelict vessel and around the perimeter of any upland staging site (where necessary).
9. The Contractor is to monitor turbidity levels throughout removal work.
10. In an effort to reduce turbidity, a crane, winch and/or approved alternate method is to be used to raise the derelict vessels from the water.
11. The Contractor will measure turbidity levels and allow them to return to a level that is not in excess of 20 NTU's over initial turbidity readings prior to removal of turbidity measures.
12. The dragging of vessels is to be avoided both on and offshore. All vessels/barges used in the vessel removal shall continually monitor water depths to avoid running aground.
13. The Contractor will load derelict vessels onto a barge and/or flatbed truck (or similar) for proper disposal.
14. The Contractor is to photo-document all removals and destruction, with pictures being taken before, during, and after the removal. The Contractor will provide the County a daily written report of all removal activities.

**E. For Derelict Vessels that are Floating or Lightly Aground:**

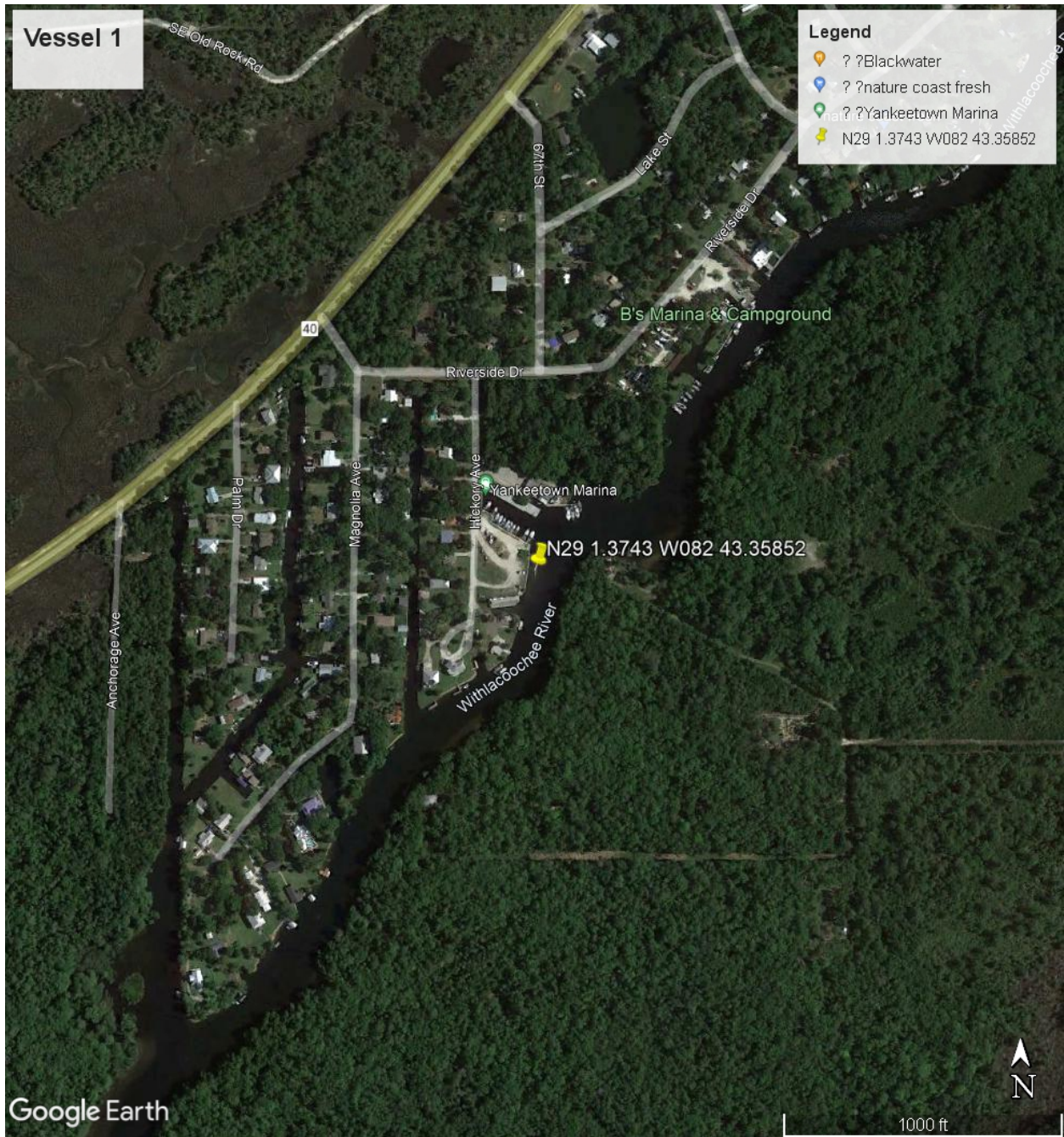
1. The vessel is to be pumped out as needed and extracted (floated out) during high water.
2. Following the extraction, the vessel is to be towed from the grounded location to a boat ramp or other removal point while avoiding and/or minimizing impacts to live bottom areas.

**F. For Derelict Vessels that are Hard Aground:**

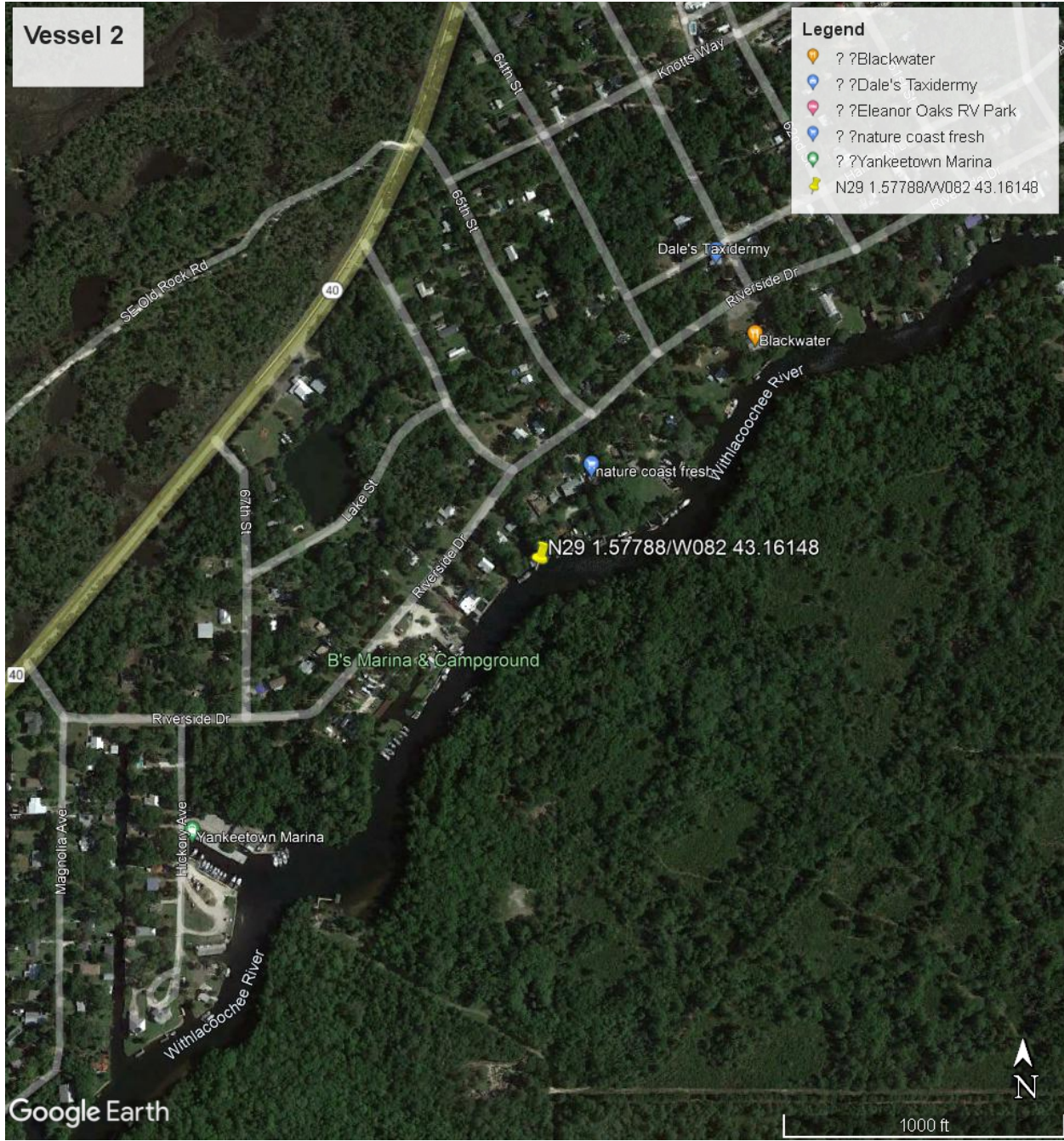
1. The vessel is to be approached using shallow draft vessels.
2. The vessel is to be extracted using a crane from a shallow draft deck barge, by hand using the best available tools, or similar approach to minimize impacts to the site and surrounding areas.

**G. For Derelict Vessels Sunken in Shallow Water:**

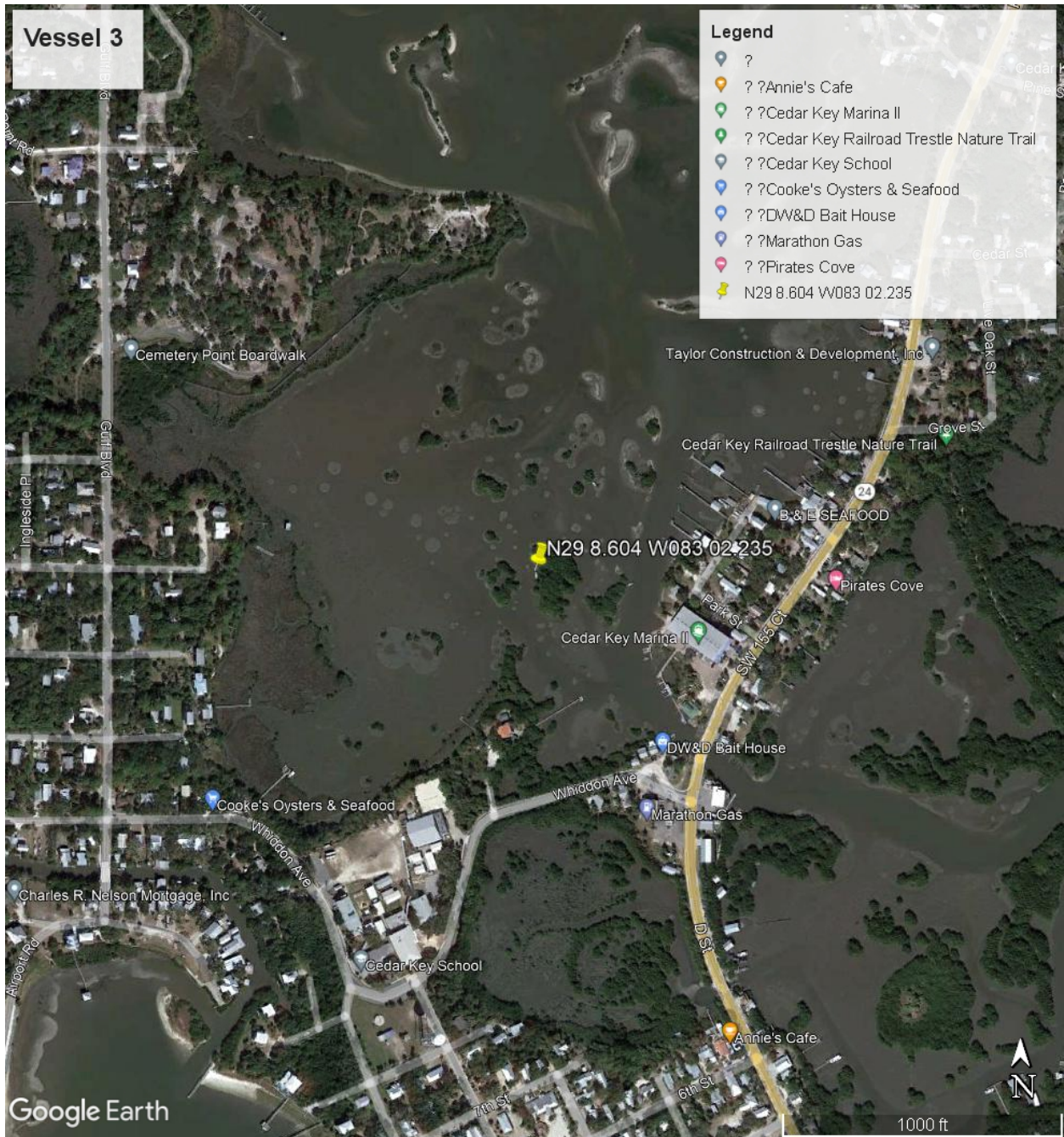
1. Install and inflate flotation bags as needed.
2. Lift the vessel with barge mounted crane or similar equipment.



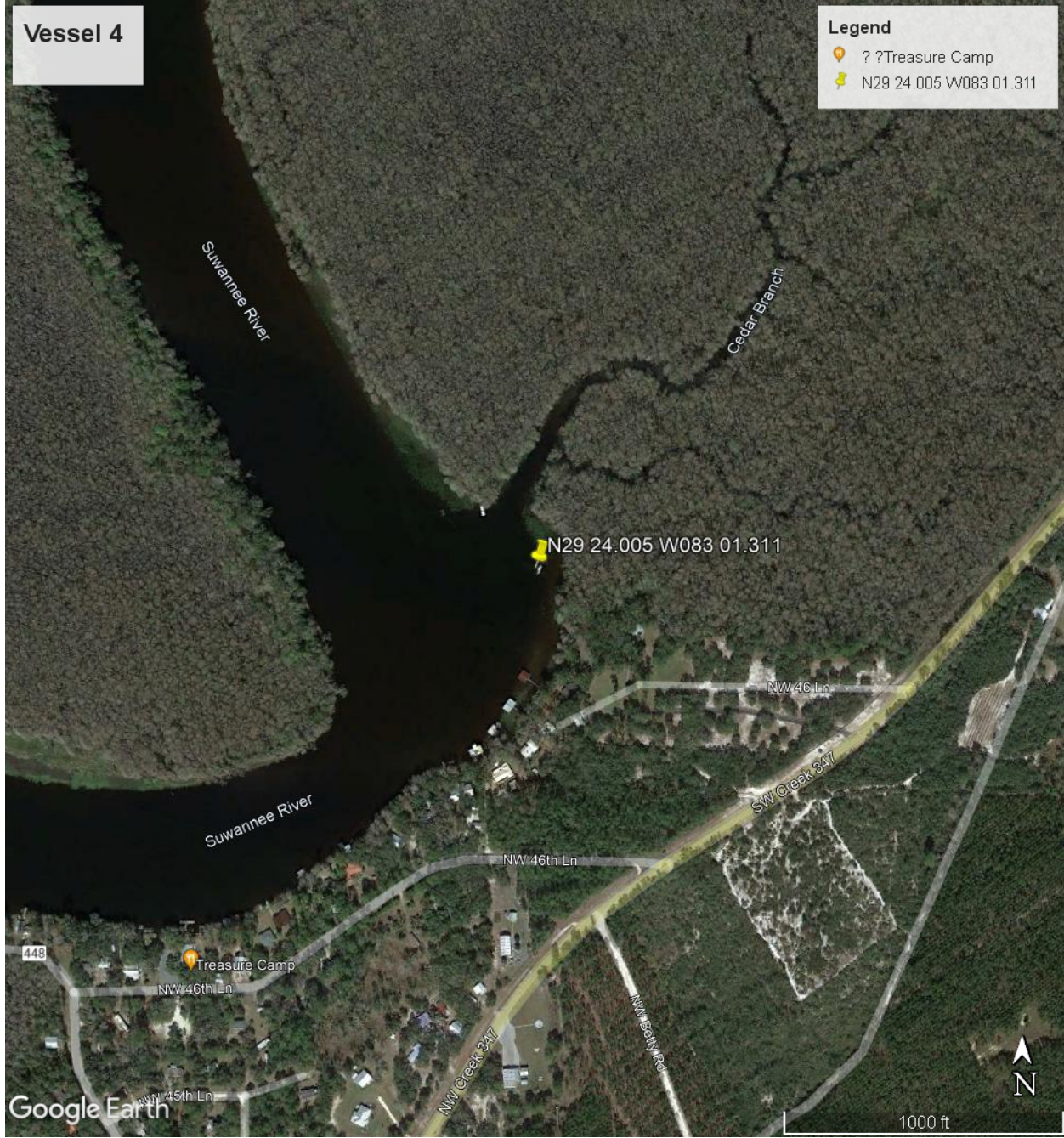




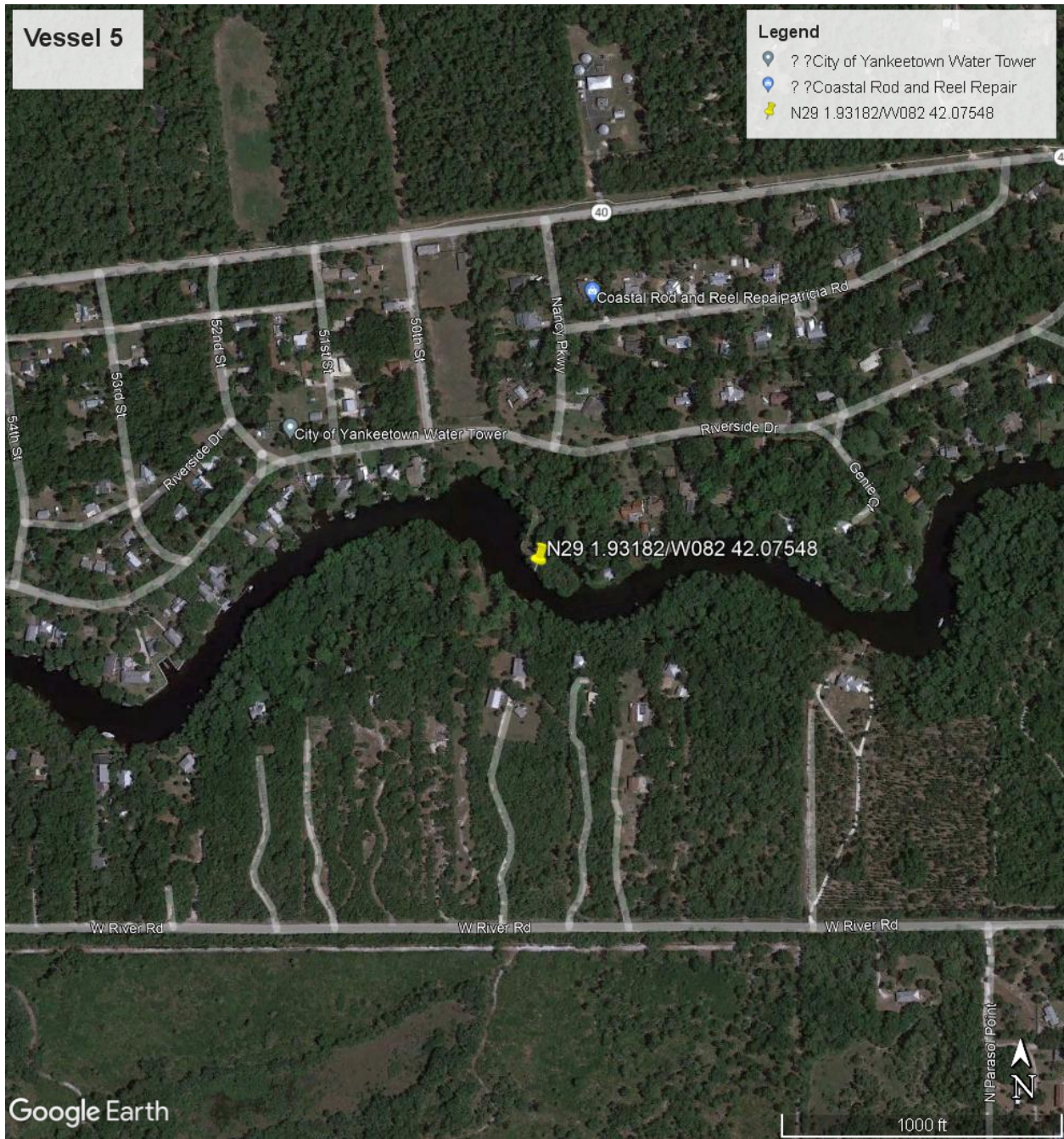




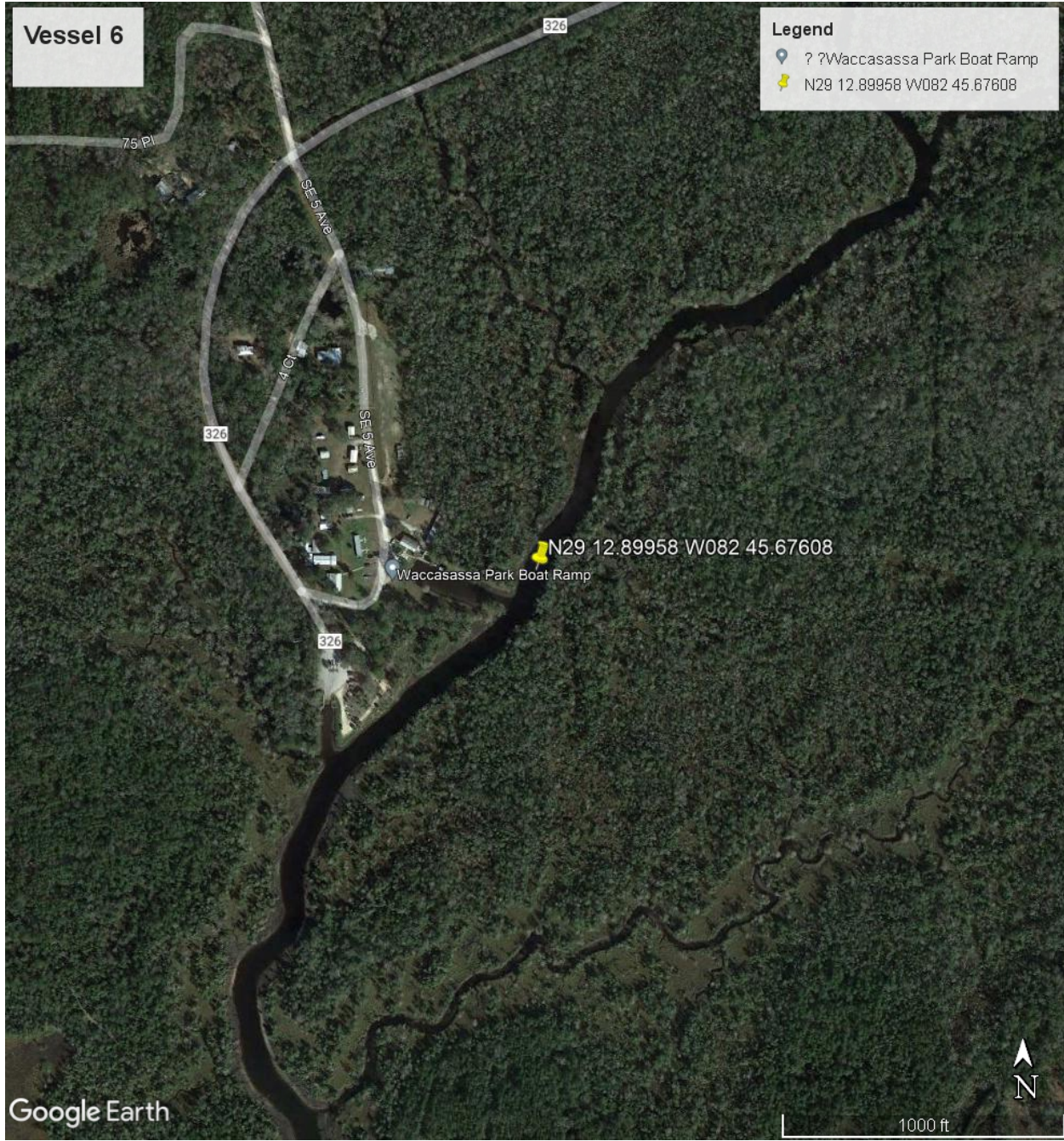




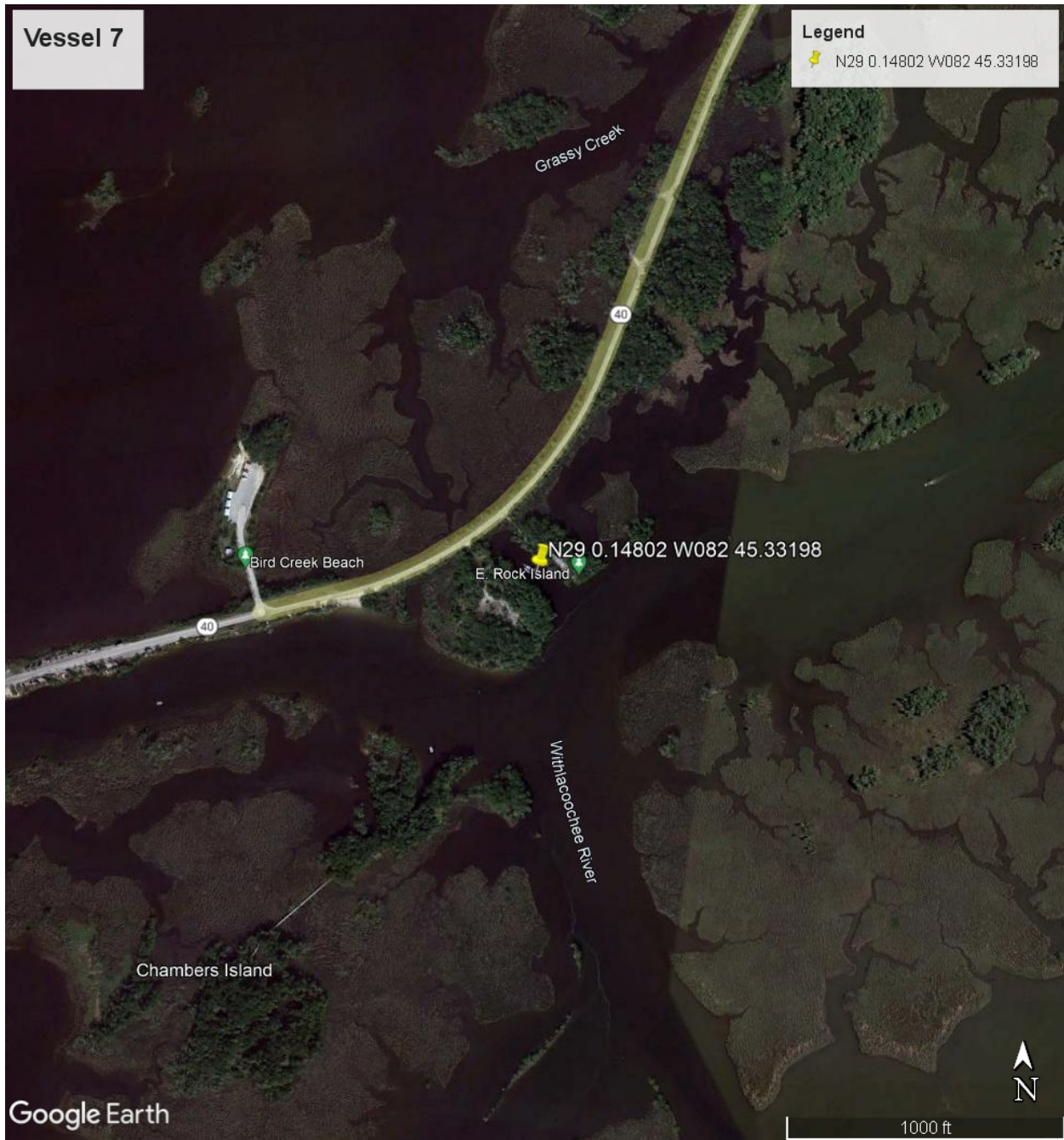












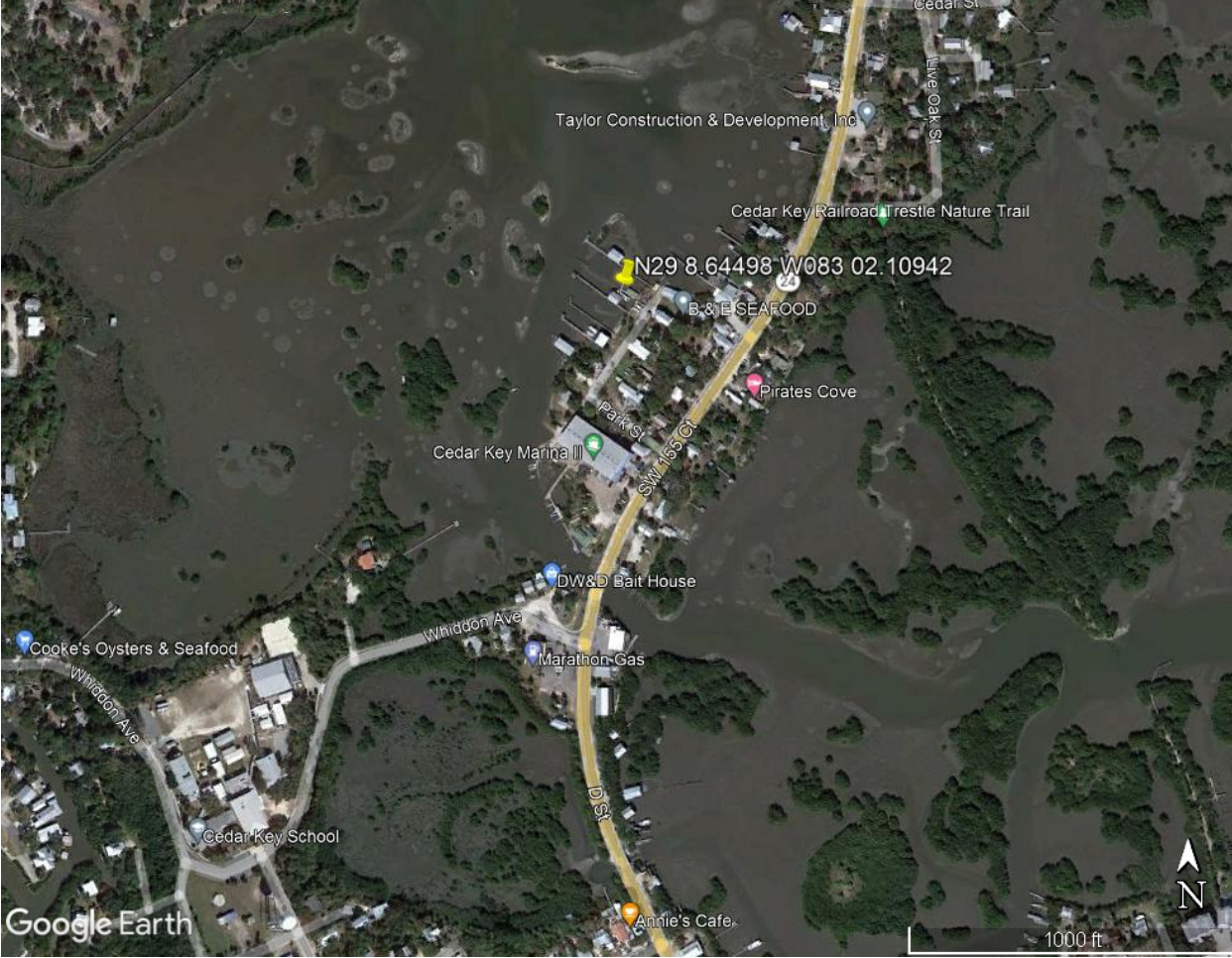


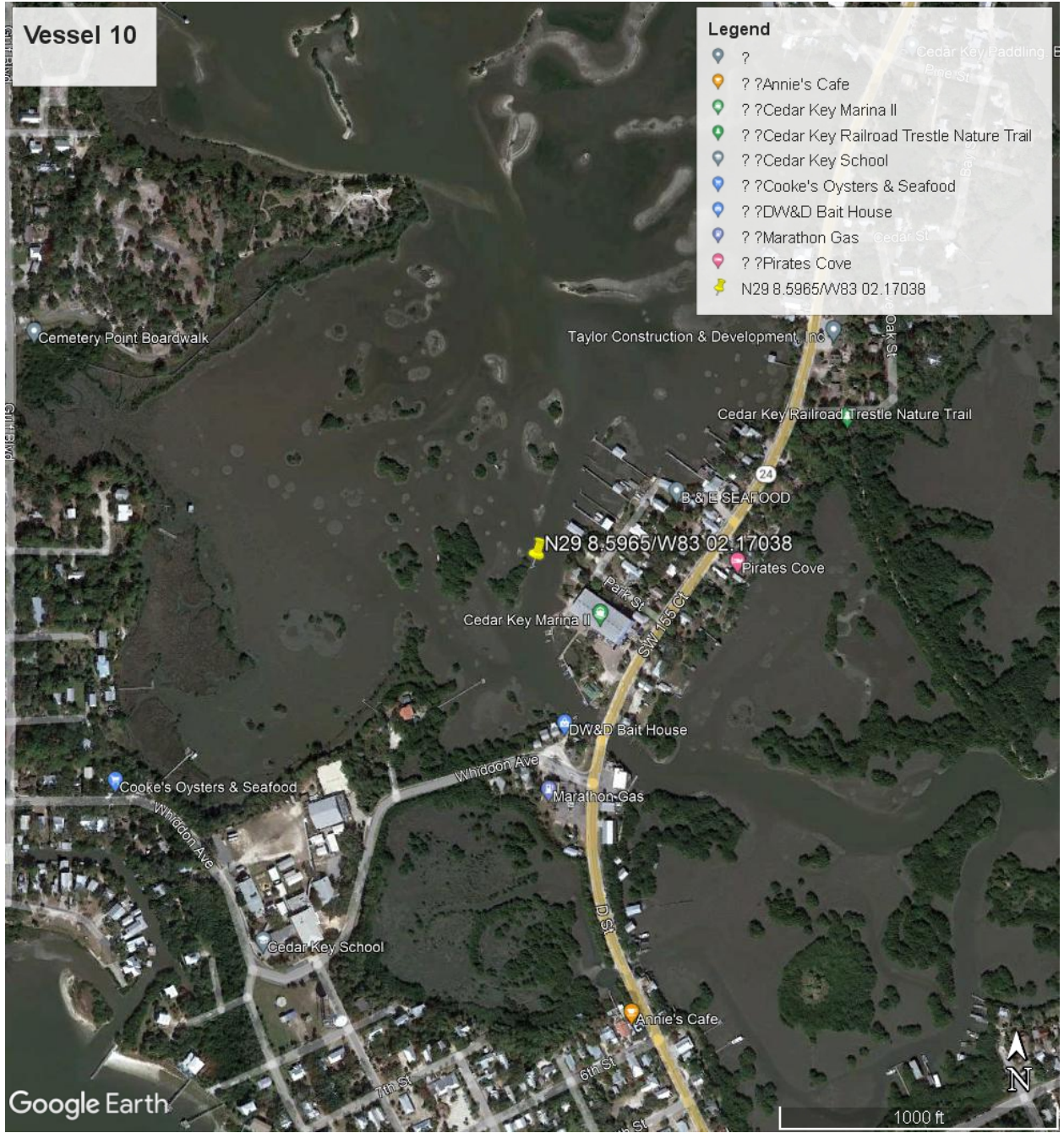


Vessel 9

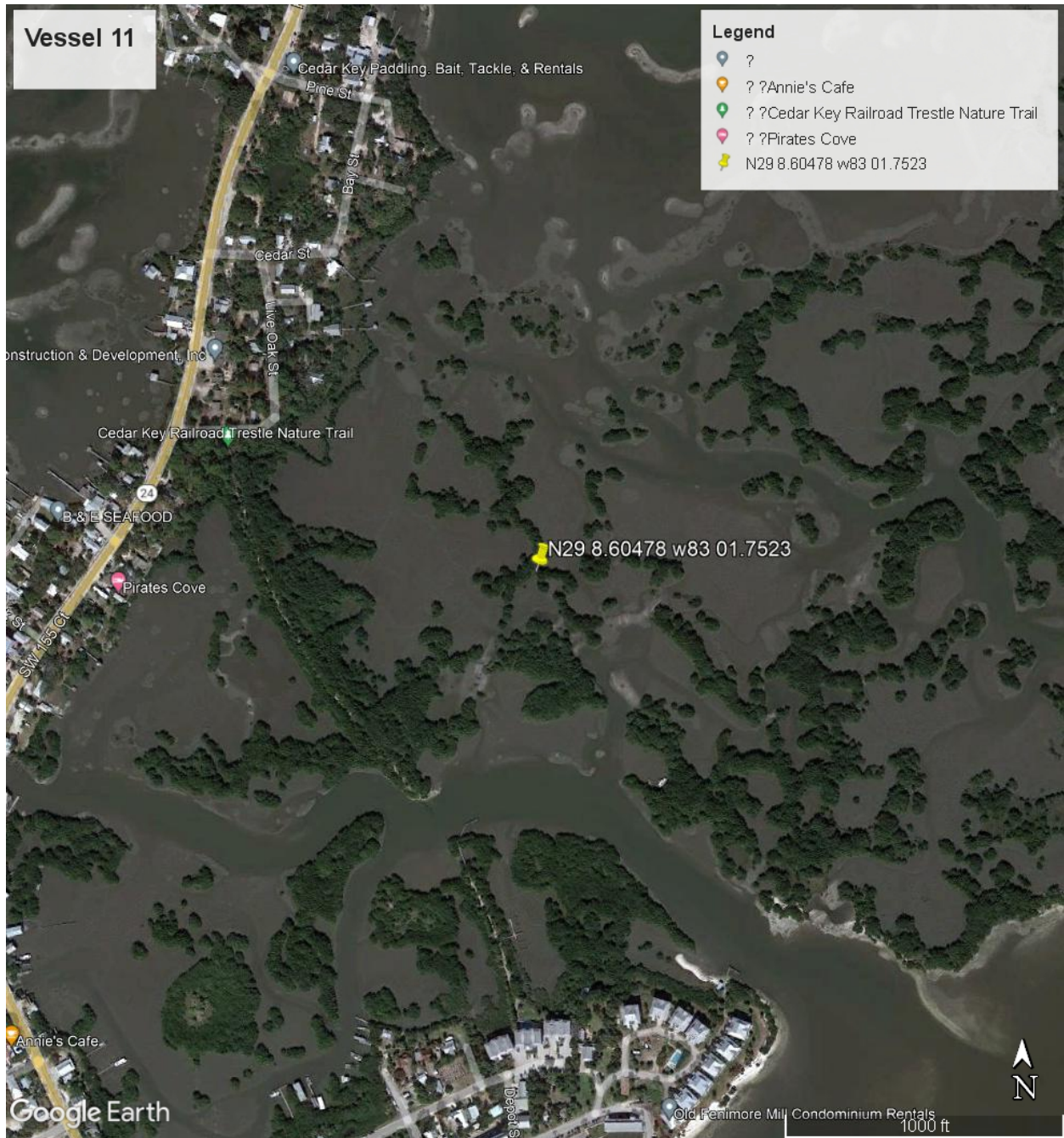
**Legend**

- ? ?
- ? ?Annie's Cafe
- ? ?Cedar Key Marina II
- ? ?Cedar Key Railroad Trestle Nature Trail
- ? ?Cedar Key School
- ? ?Cooke's Oysters & Seafood
- ? ?DW&D Bait House
- ? ?Marathon Gas
- ? ?Pirates Cove
- 📍 N29 8.64498 W083 02.10942









END OF PART II

## PART III REQUIRED AND OPTIONAL FORMS

**(Forms begin on the following page)**

## ATTACHMENT "1" BID PROPOSAL

The undersigned, as bidder does hereby declare that he has read the Invitation to Bid, Instructions to Bidders, Specifications, Bid Form, Form Purchase Order and Required and Optional Forms, any addenda that may have been issued, and any other documentation for ITB\_2022\_013, Derelict Vessel Removal. Total bid price shall constitute the cost portion of the determination of bid award.

Total bid price shall include removal/destroying of all derelict vessels and all necessary items and equipment that meet the scope of work and all requirements therefor contained in this Invitation to Bid:

Total Base Bid Amount in Figures: \$ \_\_\_\_\_

Total Base Bid Amount in Words: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Time for completion of the work bid in the above bid price:

\_\_\_\_\_ Days

Bids shall be firm for the contract period.

Name of Business: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email Address: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a),  
FLORIDA STATUTES ON PUBLIC ENTITY CRIME**

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 \_\_\_\_\_

By \_\_\_\_\_

(Print this individual's name and title)

For \_\_\_\_\_

(Print name of entity submitting statements)

Whose business address is \_\_\_\_\_

And if applicable whose Federal Employer Identification Number (FEIN) is \_\_\_\_\_

If the entity has no FEIN, include Social Security Number of the individual signing this sworn Statement: \_\_\_\_\_

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, mean violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or conviction of a public entity crime, with or without 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, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of public entity crime; or
  - b. 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. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to



transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please indicate which statement applies).

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime with the past 36 months AND (Please indicate which additional statement applies).

The entity submitting the sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest place the entity submitting this sworn statement on the convicted vendor list. (Attached is a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
(Signature)

City of \_\_\_\_\_

STATE OF FLORIDA

Sworn to (or affirmed) and subscribed before me by means of \_\_\_\_\_ physical presence or \_\_\_\_\_  
online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, by \_\_\_\_\_ (name),  
as \_\_\_\_\_ (title) for \_\_\_\_\_ (name of bidder). \_\_\_\_\_  
Personally known OR \_\_\_\_\_ Produced Identification \_\_\_\_\_  
(type of identification)

\_\_\_\_\_  
(Signature) Notary Public – State of Florida

\_\_\_\_\_  
(Printed, typed, or stamped commissioned name of notary public)

My commission expires \_\_\_\_\_

(SEAL)

## NON-COLLUSION AFFIDAVIT

I, \_\_\_\_\_ of the County of \_\_\_\_\_

According to law on my oath, and under penalty of perjury, depose and say that:

1. I am \_\_\_\_\_ of the firm of \_\_\_\_\_ providing this proposal in response to the ITB, and that I executed the said proposal with full authority to do so.
2. This response has been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to qualifications or responses of any other responder or with any competitor; and no attempt has been made or will be made by the responder to induce any other person, partnership, or corporation to submit, or not to submit, a response for the purpose of restricting competition;
3. The statements contained in this affidavit are true and correct, and made with full knowledge that Levy County relies upon the truth of the statements contained in this affidavit in awarding contracts for any services resulting from this ITB for said project.

\_\_\_\_\_

Signature of Bidder Representative

\_\_\_\_\_

Date

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of \_\_\_\_ physical presences or \_\_\_\_ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by \_\_\_\_\_ (name), as \_\_\_\_\_ (title) for \_\_\_\_\_ (name of bidder).

\_\_\_\_ Personally known OR \_\_\_\_ Produced Identification \_\_\_\_\_ (type of identification).

\_\_\_\_\_

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

## BID SIGNATURE FORM

The undersigned attests to his/her authority to submit this bid and to bind the entity/firm herein named to perform in accordance with an agreement entered into with the County if the entity/firm is awarded the agreement by the County. The undersigned further certifies that he/she has read the entire Invitation to Bid package, and any other documentation relating to the Invitation to Bid, and that this bid is submitted with full knowledge and understanding of the requirements and time constraints noted herein, and that the prices bid herein are guaranteed for a period of ninety (90) days following the due date for bids.

Type of Organization (please check one):

INDIVIDUAL	<input type="checkbox"/>
PARTNERSHIP	<input type="checkbox"/>
CORPORATION	<input type="checkbox"/>
JOINT VENTURE	<input type="checkbox"/>
LLC	<input type="checkbox"/>

Firm Name: \_\_\_\_\_

Home Office Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Address (Servicing Levy County if Different from Above): \_\_\_\_\_

\_\_\_\_\_  
Email Address: \_\_\_\_\_

Name/Title of Levy County Rep: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Is Bidder a small or minority business, women's business enterprise, or labor surplus area firm?

Yes  No (Check which is applicable)

Cost/Fee Proposal (attached)  Yes  No

As Addenda are considered binding as if contained in the original Invitation to Bid, it is critical each Bidder acknowledge receipt of same. The submittal may be considered void if receipt of addendum is not acknowledged.

Receipt of Addenda Acknowledged:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Signature \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Signature \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Signature \_\_\_\_\_

## DRUG FREE WORKPLACE FORM

The undersigned Bidder in accordance with Section 287.087, Florida Statutes hereby certifies that the Bidder \_\_\_\_\_ (name of firm or individual) does:

1. Publish a statement notifying employees that the unlawful manufacture, distributions, 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 maintain 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 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.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

NAME OF BIDDER:

\_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### CONFLICT OF INTEREST DISCLOSURE STATEMENT

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All bidders must disclose with their proposals or bids whether any officer, director, employee, or agent is also an officer or an employee of the Board of County Commissioners. All bidders must disclose whether any officer, partner, director, or proprietor is the spouse or child of one of the members of the Board of County Commissioners. All bidders must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches or affiliates. All bidders must also disclose the name of any employee, agent, lobbyist, previous employee of the Board, or other person, who has received or will receive compensation of any kind in connection with the response to this ITB. All bidders are also required to include a disclosure statement of any potential conflict of interest that the bidder may have due to other clients, contracts, or interest associated with the performance of services under this ITB and any resulting agreement. Use additional sheets if necessary.

Names of Officer, Director, Employee or Agent that is also an Employee of the Board:

\_\_\_\_\_

Names of Officer, Partner, Director or Proprietor who is spouse or child of Board Member:

\_\_\_\_\_

Names of County Officer or Employee that owns 5% or more in Bidders firm:

\_\_\_\_\_

Names of applicable person(s) who have received compensation:

\_\_\_\_\_

Description of potential conflict(s) with other clients, contracts, or interests:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

None of the above applicable: \_\_\_\_\_

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Bidder Name: \_\_\_\_\_

Date: \_\_\_\_\_

W9 FORM  
(On Following Page)

# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <hr/> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC      <input type="checkbox"/> C Corporation      <input type="checkbox"/> S Corporation      <input type="checkbox"/> Partnership      <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> 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 <b>not</b> 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.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p><b>6</b> City, state, and ZIP code</p> <hr/> <p><b>7</b> List account number(s) here (optional)</p> <hr/>	<p>Requester's name and address (optional)</p> <hr/>

## 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.

<b>Social security number</b>											
				-			-				
<b>or</b>											
<b>Employer identification number</b>											
				-							

## Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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.

<b>Sign Here</b>	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](http://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.*



## VENDOR INFORMATION SHEET

DATE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

PHYSICAL ADDRESS: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

TOLL FREE NUMBER: \_\_\_\_\_

EMAIL: \_\_\_\_\_

FEID NUMBER: \_\_\_\_\_ OR SSN: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TITLE: \_\_\_\_\_

CONTACT NUMBER: \_\_\_\_\_



The information requested above is necessary to update our files or to add your name to the County's vendor list. You are a vital part of the operation of Levy County, and we want to thank you for your support. The information on this form will allow us to pay you for the goods and/or services we have received in a timely manner and give us the ability to contact the necessary person in case there is a problem or question in processing.

## ATTACHMENT “C”

### TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

#### Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

**ATTACHMENT "D"**  
**SCRUTINIZED CONTRACTORS CERTIFICATE**

By executing this Certificate, the bidder certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed 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, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bidder is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, 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 has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bidder has submitted a false certification, the County will provide written notice to the bidder. Unless the bidder demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bidder. If the County's determination is upheld, a civil penalty shall apply, and the bidder will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bidder.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

NAME: \_\_\_\_\_

(Typed or Printed)

ADDRESS: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_

E-MAIL: \_\_\_\_\_

\_\_\_\_\_

PHONE NO.: \_\_\_\_\_

**FORM PURCHASE ORDER EXCEPTION FORM**

Any exceptions included on this form regarding the Form Purchase Order set forth in Part IV of this solicitation will be forwarded to the legal department for review. The County's acceptance of exceptions on this Form does not guarantee any revision to the Form. Exceptions not included on this form WILL NOT be considered. Please indicate NONE or N/A if there are no exceptions to the Form.

Exceptions to Form of Purchase Order
<b>Contract Provision at Issue</b>
<b>Exception to Contract Provision at Issue</b>
<b>Suggested Resolution</b>

## PART IV – FORM PURCHASE ORDER

### FORM PURCHASE ORDER BETWEEN LEVY COUNTY, FLORIDA

AND \_\_\_\_\_

CONTRACT ID: \_\_\_\_\_

**THIS AGREEMENT** is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_ by and between **LEVY COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as the “County”), with a mailing address of P.O. Box 310, Bronson, FL 32621, and \_\_\_\_\_, a \_\_\_\_\_ authorized to do business in the State of Florida (hereinafter referred to as “Contractor”) whose Federal I.D. # is \_\_\_\_\_.

#### RECITALS

**WHEREAS**, the County is in need of a contractor to provide \_\_\_\_\_ (“Services”); and

**WHEREAS**, pursuant to the Levy County Purchasing Manual, the County issued and Invitation to Bid (ITB\_2022\_011) to competitively procure the Services received responses to perform these Services. A copy of the procurement and Contractor’s responsive to the procurement is included as Attachment “A”; and

**WHEREAS**, Contractor is a certified and insured entity with the necessary experience to provide the desired Services; and

**WHEREAS**, the County wishes to enter into this Agreement with Contractor to provide the Services to the County for an amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), as further detailed below.

**NOW THEREFORE**, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

**1. Recitals and Attachments.** The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference. The following documents are attached to this Agreement and are incorporated herein.

Attachment “A” – Procurement ITB\_2022\_13, General Conditions and Contractors Response;

Attachment “B” – Insurance Requirements;

Attachment “C” – Title VI list of pertinent nondiscrimination acts and authorities;

Attachment “D” – Scrutinized Companies Certification;

**2. Services.** Contractor agrees to perform the following services,

\_\_\_\_\_  
The Services to be provided are further detailed in the Contractor’s proposal attached as Attachment “A” and incorporated herein by reference. The Services shall be performed by Contractor to the full

satisfaction of the County. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the County's needs and pursuant to the terms of this Agreement and shall report to the County accordingly. Contractor agrees to immediately inform the County via telephone and in writing of any problems that could cause damage to the County. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

**3. Term and Renewal.** The term of this Agreement shall begin upon issuance of the Notice to Proceed by the County. Contractor shall have \_\_\_\_\_ days until substantial completion and \_\_\_\_\_ calendar days until final completion under this Agreement, subject to the County's ability to terminate in accordance with Section 7 of this Agreement. The terms of Section 20 entitled "Indemnification and Waiver of Liability" shall survive termination of this Agreement.

**4. Compensation.** The Contractor agrees to provide the Services to the County, including materials and labor, in a total amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

- a. Contractor shall submit an invoice to the County upon \_\_\_\_\_. The invoice shall indicate that all services have been completed for that invoice period. In addition, Contractor agrees to provide the County with any additional documentation requested to process the invoices.
- b. Payment Schedule. Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating County Department. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the County after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.
- c. Availability of Funds. The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission.

Contractor shall make no other charges to the County for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the County. If the County disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

**5. Ownership of Documents and Equipment.** All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the County only. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.

**6. Insurance.** Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure, and maintain the minimum insurance coverage required as set forth in Attachment "B" attached hereto and incorporated herein, to protect the County and Contractor against all loss, claims, damages, and liabilities caused by Contractor, its agents, or employees.

**7. Termination and Remedies for Breach.**

- a. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the County shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor ten (10) days to cure such default. If the default remains uncured after ten (10) days the County may terminate this Agreement, and the County shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable to perform any term of this Agreement, County shall pay for services rendered as of the date of termination.
  - i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
  - ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.
- b. Termination for Convenience of County. The County may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Section 7 Paragraphs a(i) and a(ii) above shall be applicable hereunder.
- c. Termination for Insolvency. The County also reserves the right to terminate the remaining services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
- d. Termination for failure to adhere to Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.

**8. Governing Law, Venue and Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the Eighth Judicial Circuit in and for Levy County, Florida, and venue for litigation arising out of this

Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial, and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

**9. Public Records.** Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute Chapter 119 specifically Contractor must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from 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 a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**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:**

**TELEPHONE: (352) 486-5218**

**EMAIL: [LEVYBOCC@LEVYCOUNTY.ORG](mailto:LEVYBOCC@LEVYCOUNTY.ORG)**

**MAILING ADDRESS: P.O. BOX 310, BRONSON, FL 32621**



**10. Audit.** The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

**11. Notices.** All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight deliver by traditionally recognized courier service), addressed to such part as follows:

If to County:

County Coordinator  
P.O. Box 310  
Bronson, FL 32621

If to the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**12. Assignment.** Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If the Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

**13. Subcontracting.** Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state, and Federal regulations.

**14. Civil Rights.** The Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid

solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

**15. Compliance with Nondiscrimination Requirements.** During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

- a. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".
- b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuse to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending the Agreement, in whole or in part.
- f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the

Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**16. Compliance with Laws.** Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

**17. Conflict of Interest.** The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

**18. Independent Contractor.** Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as a partner, agent, or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation, or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation, and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

**19. Third Party Beneficiaries.** It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

**20. Indemnification and Waiver of Liability.** The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions

the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

**21. Taxes and Assessments.** Contractor agrees to pay all sales, use, or other taxes, assessments, and other similar charges when due now or in the future, required by any local, state, or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse, and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

**22. E-Verify.** Contractor agrees to comply with the requirements of Section 448.095(2), Florida Statutes, by using the E-Verify system to verify the work authorization status of newly hired employees and will require the same of any of its subcontractors during the contract term as provided for in Section 13 above.

**23. Prohibition Against Contracting with Scrutinized Companies.** Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operation in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018, shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this Agreement as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statutes Section 215.4725.

**24. Inconsistencies and Entire Agreement.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1.

**25. Severability.** If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

**26. Entire Agreement.** This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended, or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

**27. Representation of Authority to Contractor/Signatory.** The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

(Remainder of Page Intentionally Left Blank)



**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

BOARD OF COUNTY COMMISSIONERS  
LEVY COUNTY, FLORIDA

\_\_\_\_\_  
Chair

Date: \_\_\_\_\_

ATTEST: Clerk of the Circuit Court and  
Ex-Officio Clerk of  
The Board of County Commissioners

\_\_\_\_\_  
Danny J. Shipp

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
Name: \_\_\_\_\_

CONTRACTOR

\_\_\_\_\_  
By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST/WITNESS

\_\_\_\_\_  
Secretary of Corporation

**Attachment "A"**

**Attachment "B"**  
**Insurance Requirements**

## Attachment "C"

### Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

**Attachment "D"**

**Scrutinized Contractors Certificate**