



<b>SUBMIT SEALED BID TO:</b> BREVARD COUNTY PURCHASING SERVICES 2725 JUDGE FRAN JAMIESON WAY BLDG. C, 3rd FLOOR, SUITE C-303 VIERA, FL 32940			<b>INVITATION TO BID</b> <b>Bid Acknowledgment</b>
<b>PROCUREMENT ANALYST:</b> Tramesha Flood	(321) 617-7390 Ext. 59335	AN EQUAL OPPORTUNITY EMPLOYER	FLORIDA TAX EXEMPT #85-8012621749C-1 FEDERAL TAX-EXEMPT #59-6000523
<b>BID SPECIFICATIONS MAY BE OBTAINED AT:</b> <a href="http://myvendorlink.com">myvendorlink.com</a>			
<b>RELEASE DATE:</b> January 23, 2024	<b>BID TITLE:</b> Agricultural Equipment OEM Replacement Parts	<b>BID NUMBER:</b> B-5-24-18	<b>BID OPENING DATE AND TIME:</b> February 13, 2024 @ 10:30 am
<b>PRE-BID DATE, TIME, AND LOCATION:</b> N/A		<input type="checkbox"/> Mandatory <input type="checkbox"/> Non-Mandatory	<b>BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED</b>

**▼ CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM ▼**

<b>LEGAL NAME OF CONTRACTOR AND BUSINESS ADDRESS:</b>  EFE, INC. dba Everglades Equipment Group 138 Professional Way Wellington, FL 33414	<b>FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN):</b> 59-1000566  If returning as a "no bid," state the reason:
<b>TELEPHONE NUMBER/TOLL-FREE NUMBER:</b> ( 561 ) 897 0693	

I certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I certify that I am authorized to sign this bid for the Contractor. In submitting a bid to Brevard County (the "County"), the Contractor offers and agrees that if the bid is accepted, the Contractor will convey, sell, assign, or transfer to the County all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Contractor. **The Contractor has reviewed and agrees to all of the General Conditions, Terms, and Provisions attached hereto, acknowledges that all information provided in this I.T.B. and any attachments hereto is true and correct, and further agrees to provide any required certification under F.S. 287.135(5) as amended, upon entering into a contract with the County.**

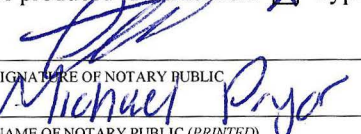
  
 AUTHORIZED SIGNATURE (MANUAL)  
 NAME (PRINTED) Chire Vaughn  
 TITLE Governmental Division Mgr. DATE 02/12/24

**\*THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR BID\***

Sworn to and subscribed before me this 12 day of Feb 2024

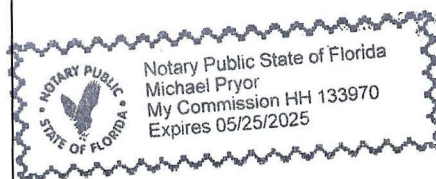
Personally known: ☐

Or produced identification: ☒ Type of ID: Driver's License

  
 SIGNATURE OF NOTARY PUBLIC  
 NAME OF NOTARY PUBLIC (PRINTED) Michael Pryor  
 STATE FL

My commission expires 05/25/2025

(AFFIX SEAL or STAMP)



**BOND DATA**

**CONTRACTOR MUST PROVIDE:**

Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	BID BOND
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	PERFORMANCE BOND
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	CONSTRUCTION BOND
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	LABOR, MATERIAL, PERFORMANCE BOND

**AMOUNT:**

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

## GENERAL CONDITIONS, TERMS, AND PROVISIONS

### 1. DEFINITIONS:

- a. **COUNTY** - The term "COUNTY" herein refers to the County of Brevard, Florida, and its duly authorized representatives.
- b. **CONTRACTOR** - The term "CONTRACTOR" used herein refers to any dealer/manufacturer/business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the bid.
- c. **USING AGENCY** - The term "USING AGENCY" used herein refers to any department, division, agency, commission, board, committee, authority or other unit in the County Government using supplies or procuring contractual services as provided for in the Purchasing Ordinance of the County of Brevard.
- d. **HEAVY DUTY** - The item(s) to which the term "HEAVY DUTY" is applied shall exceed the usual quality and/or capacity supplied with standard production equipment and shall be able to withstand unusual strain, exposure, temperature, wear and use.
- e. **QUALIFIED CONTRACTOR** - The best Contractor who has the capability in all respects to fully perform the bid requirements, and has the financial stability, honesty, integrity, skill, business judgment, experience, facilities, and reliability necessary to assure good faith performance of the contract, as determined by reference to the Contractor's Qualification Statement, evaluations by County staff of the Contractor or its subcontractors' past performance for the Board, an any other information required by Board policies.
- f. **RESPONSIVE CONTRACTOR** - A Contractor who has submitted a bid, which conforms in all respects to the requirements of the bid package, including, but not limited to, submission of the bid on required forms with all required information, signatures, and notarizations at the place and time specified.
- g. **DUE CAUSE** - An applicable reason affecting and concerning the ability and fitness of the contractor(s) to perform to the specifications and requirements of the contract.

2. **SUBMISSION OF BIDS:** All bids shall be submitted in a sealed envelope. The bid number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said bid to Purchasing Services prior to the specified opening date and time is solely and strictly the responsibility of the Contractor. Any bids received in Purchasing after the specified date and time will not be accepted.

3. **EXECUTION OF BID:** Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Contractor to any bid entry must be initialed. The company name and Federal Employer Identification Number (FEID) number shall appear in the space(s) provided.
4. **BID OPENING:** Bid opening shall be public on the date and time specified. Sealed bids received by an agency pursuant to invitations to bid are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) or within 30 days after bid or proposal opening, whichever is earlier. In accordance with Florida Statute 119.071(1) (b) 2, as amended from time to time, the names of the firms submitting a competitive solicitation will be read aloud at this time of the opening. No details of the competitive solicitation will be released. Bid must be submitted on forms provided by the County. No other forms will be accepted. Fax, telephone, emailed, or verbal Bids are not acceptable and will not be considered. No bid may be modified after opening. No bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.
5. **BID TABULATIONS:** Bid tabulations are posted to VendorLink website.
6. **CLARIFICATION/CORRECTION OF BID ENTRY:** The County reserves the right to allow for the clarification of questionable entries and for the correction of OBVIOUS MISTAKES.
7. **INTERPRETATION:** No interpretation of the meaning of the specifications, or other contract documents will be made orally to any Contractor. Every request for such interpretation must be in writing, addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Suite 303 Viera, FL 32940, or emailed to the attention of the applicable Procurement Analyst. To be given consideration, such requests must be received by the due date and time listed under section "Special Conditions, Item 2 Information and Clarification. Any and all such interpretation and supplemental instructions will be in the form of a written addendum. Failure of any Contractor to receive any such addendum or interpretation shall not relieve said Contractor from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents, whether or not the successful Contractor received a copy of such addendum, it being understood that all Contractors are responsible to verify that they have received any such addenda prior to submitting their bid.



8. **EEO STATEMENT:** Contractors must ensure that employees and applicants for employment are not discriminated against for reasons of race, color, age, religion, sex, national origin, or handicapped status. Minority and female-owned businesses are encouraged to participate. Brevard County is an equal opportunity employer.
9. **PRICING:** Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges, fuel surcharges and delivery, unless otherwise indicated, to any point within the County to a secure area or inside delivery. All prices, costs, and conditions shall remain firm and valid for 90 days from the date of opening. The obligations of Brevard County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and/or the Brevard County Board of County Commissioners.
10. **ADDITIONAL TERMS & CONDITIONS:** The County of Brevard reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.
11. **TAXES:** The County of Brevard is exempt from Federal excise taxes and all sales taxes.
12. **DISCOUNTS:** All discounts, EXCEPT THOSE FOR PROMPT PAYMENT, shall be considered in determining the lowest net cost for bid evaluation purposes.
13. **MEETS SPECIFICATIONS:** All equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship, and material. The Contractor represents that all equipment offered under these specifications shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to. The Contractor shall be responsible for performing the work necessary to meet County standards in a safe, neat, good, and workmanlike manner.
14. **BRAND NAME OR EQUAL:** If items called for by this invitation have been identified in the specifications by a "Brand Name or Equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be acceptable. Bids offering "equal" products will be considered for award if such products are clearly identified in the bid and are determined by the County to meet fully the salient characteristics requirements listed in the specifications. Unless the Contractor clearly indicates in his bid that he is offering an "equal" product, the bid shall be considered as offering the same brand name product referenced in the specifications. If the Contractor proposes to furnish an "equal" product, the brand name if any, or the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the Contractor. Purchasing Services is not responsible for locating or securing any information, which is not identified in the bid and reasonably available to Purchasing Services. To ensure that sufficient information is available the Contractor shall furnish as a part of the bid, or prior to bid opening, as indicated, all descriptive material necessary for Purchasing Services to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Contractor proposes to furnish and what the County would be binding itself to purchase by making an award.
15. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided. All interpretations of this specification shall be made upon the basis of this statement.
16. **ASSIGNMENT:** Any purchase order (PO) issued pursuant to this bid and the moneys, which may become due hereunder is not assignable except with the prior written approval of the Purchasing Manager.
17. **INDEMNIFICATION:** The successful Contractor agrees to indemnify and hold harmless the County and their employees from all claims, losses and expenses, including attorneys' fees, arising out of or resulting from the performance, failure in the performance of, or defect in, the products or services to be contracted, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage, including loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor or any of their employees, or arises from a job-related injury. The successful Contractor acknowledges adequate consideration for this indemnification provision.
18. **PATENTS AND ROYALTIES:** The Contractor, without exception shall indemnify and save harmless the County of Brevard and its employees from liability of any nature of kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County of Brevard. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall



include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.

19. **TRAINING:** If specified, supplier(s) may be required at the convenience of the County, to provide employees training in the operation and maintenance of any items(s) purchased from this bid.
20. **ACCEPTANCE:** Items may be tested for compliance with specification. Items delivered not conforming to specifications may be rejected and returned at Contractor's expense. Those items not delivered as per delivery date in bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Contractor. Any violations of these stipulations may also result in the Contractor name being removed from the bid list and the Contractor disqualified from doing business with the County.
21. **SAFETY WARRANTY:** The selling dealer, distributor, supplier, and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.
22. **WARRANTY:** The Contractor agrees that, unless otherwise specified, the supplies and/or services furnished under this bid shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this bid.
23. **AWARDS:** As the best interest of the County may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received. Contractors are cautioned to make no assumptions unless their bid has been evaluated as being responsive and qualified. All awards made as a result of this bid shall conform to applicable ordinances of the County. The Board may return, for full credit, any unused items received which fail to meet the Board's performance standards. Brevard County reserves the right to cancel an awarded bid upon due cause—i.e., Contractor misrepresentation, Contractor negligence, non-performance, etc. via written notice.
24. **Unless otherwise noted in the bid document, Contractors shall submit one bid only.**
25. **CONFLICT OF INTEREST:** The award hereunder is subject to provisions of State of Florida Statutes and Brevard County Ordinances. All Contractors must disclose with their bid

the name of any officer, director, or agent who is also an employee of Brevard County. Further, all Contractors must disclose the name of any County employee who owns, directly or indirectly, any interest in the Contractor's firm or any of its branches.

26. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES:** Brevard County permits the awarded Contractor(s) to extend the pricing, terms and conditions of this solicitation to other governmental entities at the Contractor's discretion. Each governmental entity that utilizes this solicitation or resulting contract will be responsible for execution of its own requirements with the awarded Contractor(s).
27. **DRUG-FREE WORKPLACE:** Whenever two or more bids, which are equal with respect to price, quality, and service, are received by Brevard County for the procurement of commodities or contractual services, a bid received from a business that has implemented a drug-free workplace program per 287.087, Fla. Stat., as amended from time to time, shall be given preference in the award process.
28. **LOBBYING STATEMENT:** All firms are hereby placed on notice the County Commission and staff shall not be contacted about this Bid. Firms and their agents are hereby placed on notice that they are not to contact members of the County Commission or staff (with the exception of designated liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the Invitation to Bid; and written correspondence concerning Bids may be submitted to the County Manager. Each Bid will have one non-voting staff member designated who will serve as the liaison. Failure to adhere to these requirements could result in Board action to disqualify your firm from consideration of award.
29. **PUBLIC ENTITY CRIMES:** The Contractor is hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.



30. **DISCRIMINATORY VENDOR LIST:** An entity or affiliate placed on the Discriminatory Vendor List shall not submit a Bid for a contract to provide goods or services to a public entity, shall not submit a Bid on a contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit Bids for leases of real property to a public entity, shall not award or perform work as a contractor, supplier, subcontractor, or consultant under any contract with any public entity, and shall not transact business with any public entity per 287.134(3)(d), Fla. Stat., as amended from time to time.
31. **SCRUTINIZED COMPANIES:** The Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., as amended from time to time. If the Agreement is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.
32. **LICENSES, CERTIFICATIONS, AND PERMITS:** The successful Contractor will be required to secure, at its expense and show proof of the proper business tax receipt and/or any other license/certification required of the applicable service/work being performed. Prior to award, the apparent low Contractor will be required to provide proof of license and/or certification within two (2) business days of the posted awarded recommendation and submit copies of license/certifications to the Purchasing Office. The Brevard County Contractor Licensing Regulation & Enforcement (LR&E) office is responsible for the county licensing of trades: General Building, drywall, plumbing, electric, HVAC, roofing, etc. If you have questions concerning the licensing requirements for a Brevard County contractor's license, please Contact the Brevard County LR&E office at (321) 633-2058, option 0, for any questions.

The awarded contractor shall fully comply with all federal and state laws, county and municipal ordinances and regulations in any manner affecting the performance of the work. The successful Contractor is responsible for obtaining all permits necessary to construct the project. Brevard County does not exempt itself from permitting requirements. The Owner shall pay all Brevard County permit, inspection and impact fees required for the project or services required under this contract; all other fees for permits required by agencies/municipalities other than Brevard County shall be the responsibility of the awarded Contractor. A copy of issued permit shall be provided to the User Department of the County for their records.

33. **ERRORS:** In the event of extension error(s), the unit price will prevail. In the event of addition error(s), the extended totals will prevail. In either case, the Contractor's total offer will be adjusted accordingly.
34. **CANCELLATION AND REINSURANCE:** If any insurance should be canceled or changed by the insurance expiring during the period of this bid award, the Contractor shall be responsible for securing other acceptable insurance to provide the coverage specified in the bid to maintain continuous coverage during the life of the award.
35. **INCURRED COST:** Brevard County is not liable for any cost incurred by any Contractor prior to an award. Costs for developing a response to this request for bid are entirely the obligation of the Contractor and shall not be chargeable in any manner to Brevard County.
36. **MATERIALS/SUPPLIES:** No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller.
37. **SUBCONTRACTORS:** The Contractor shall be fully responsible for all acts and omissions of his subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts and omissions of persons directly employed by him.
38. **VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any County employee. Only those communications, which are in writing from an authorized County representative, may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the company, will be recognized by the County as duly authorized expressions on behalf of the company.
39. **LITIGATION VENUE:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Brevard County, Florida, or in the Federal Courts wherein venue shall lie in the Middle District in and for the State of Florida. The Contractor expressly waives venue in any other location.
40. **ADDITION, DELETION, OR MODIFICATION OF SERVICES:** The County reserves the right at its sole discretion to increase, decrease, or delete any portion of this agreement/contract at any time without cause, and if such right is exercised by the County, the total fee shall be reduced by a prorate basis. If work has already been accomplished on the portion of the contract to be increased, decreased, or deleted, the contractor shall be paid for the correct portion on the basis of the estimated percentage agreed upon by the County, the contractor,



and the contract manager upon completion of such portion.

41. **OPERATION DURING DISPUTE:** In the event the County has not canceled the contract in accordance with the terms of the contract, and there remains a dispute between the Contractor and the County, the Contractor agrees to continue to operate and perform under the terms of the contract while such dispute is pending. Further, the Contractor agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate the system until the final adjudication of such suit by the court.
42. **CONTRACT TERMINATION:** The contract resulting from this bid shall commence upon issuance and acceptance of the fully executed contract. The County user agency shall issue orders against the contract on an as needed basis. The contract may be canceled by the Contractor, for good cause, upon ninety (90) days prior written notice. The County retains the right to terminate the contract, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice or as stated herein. In the event of termination by either party as provided herein, the awarded Contractor shall be paid for services performed through the date of termination.
43. **SPECIAL ACCOMMODATIONS:** In accordance with the Americans with Disabilities Act (ADA) and Section 286.26, Fla. Stat., as amended from time to time, persons with disabilities needing special accommodations to participate should contact the ADA Coordinator at (321) 633-2017 or by email at [Brian.Breslin@BrevardFL.gov](mailto:Brian.Breslin@BrevardFL.gov), and must be made no later than 48 hours prior the public meeting/hearing in order to provide the requested service.
44. **CONTRACTOR RESPONSIBILITIES:** Contractors, by submitting a bid, certify that it understands all planning, coordinating, and implementation of the described services shall be done through personal contact between the Contractor and the contract manager, and that telephone contact and mail correspondence may, in some cases, not be appropriate. County approved representatives of the Contractor shall be available to meet with the contract manager, as may be required, to accomplish the County's objectives as effectively and efficiently as possible, during all phases of this agreement/contract/bid.
45. **SUPERVISION OF CONTRACT PERFORMANCE:** The Contractor's performance of the contract will be notified by the contract manager. The Contractor shall be notified of lack of performance in writing by the contract manager. If at any time during the term of the contract, performance satisfactory to the contract manager shall not have been made, the Contractor, upon written notification by the contract manager, shall within three (3) days increase the force, tools and equipment as needed to properly perform

the contract. The failure of the contract manager to file such notification shall not relieve the Contractor of the obligation to perform the work at the time and in the manner specified by the contract. If the Contractor does not increase the force or neglects to do the work properly, the contract manager can withhold a percentage of payment or withhold the entire dollar amount due as per the contract.

46. **MISUNDERSTANDING:** To prevent misunderstanding and any litigation, the contract manager shall decide any and all questions, which may arise concerning the quality and acceptability of the work, and services performed the sufficiency of performance, the interpretation of the provisions of the contract, and the acceptable fulfillment of the contract on the part of the Contractor. The Contract Manager will determine whether or not the amount, quantity, character and quality of the work performed are satisfactory, which determination shall be final, conclusive and binding upon both the Contractor and the County. The contract manager shall make such explanation as may be necessary to complete, explain, or make definite the provisions of the contract, and his findings and conclusions shall be final and binding upon both parties.
47. **GREEN PROCUREMENT POLICY:** The Board of County Commissioners approved a "green procurement" policy in March 2004 to establish procurement requirements that promote the purchase and use of Environmentally Preferred Products as defined by the United States Environmental Protection Agency. Environmentally Preferred Products (EPP) are those products and services that have a reduced effect on the human health and the environment when compared to other products and services that serve the same purpose. EPP produces encourage (1) waste reduction; (2) reduced exposure to hazardous materials; (3) natural resource conservation; and (4) energy efficiency.
48. **MONITORING OF WORK:** The Contractor shall provide the contract manager with every reasonable opportunity to ascertain whether or not the work, as performed, is in accordance with the requirements of the contract. The Contractor shall designate, in writing, a person to serve as liaison between the Contractor and the County.
49. **PROMPT PAYMENT:** For payment promptness, Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Section 218.74, Fla. Stat., et seq., as amended from time to time. Brevard County does not expect to be billed in excess of the ordered quantity and will not pay for any quantity above the ordered quantity. Any order placed as a result of this bid will be subject to Billing Instructions and Conditions on the back of the Brevard County Purchase Order form. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Contractor



offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last. Requests for final payment for any work or services for which a permit is required shall include a copy of all required permits and copies of all required inspection reports. Failure to provide proof of acquisition of all required permits and successful completion of all required inspections shall represent an incomplete invoice and will delay payment.

50. **RIGHT TO AUDIT RECORDS:** In performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records, and accounts made or received by the contractor in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office, and shall be retained by the contractor for a period of five (5) years after termination of this Agreement—unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), Fla. Stat., as amended from time to time.
51. **UNAUTHORIZED ALIEN WORKERS:** Pursuant to Florida Statute 448.095 Brevard County will not accept bids from Contractors who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S. Code § 1324a(e) (Section 274A(e) of the Immigration and Nationality Act “INA”). The County shall consider a Contractor’s intentional employment of unauthorized aliens as grounds for immediate termination of any awarded proposal. Before entering into any contract with the County, the CONTRACTOR shall register with and utilize the U.S. Department of Homeland Security’s E-Verify system to verify the work authorization status of all new employees hired by the CONTRACTOR during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. If the County is unable to electronically verify the lowest responsive responsible Contractor participates in the E-Verify Program; the lowest responsive responsible CONTRACTOR SHALL be required to submit a copy of the fully executed E-Verify Memorandum of Understanding before the County will enter into contract or issue notice to proceed with Contractor.
52. **FLORIDA PUBLIC RECORDS LAW:** Both parties understand that the County is subject to the Florida Public Records

Law, Chapter 119, Fla. Stat., as amended from time to time, and all other applicable Florida Statutes. If the materials provided by the Contractor do not fall under a specific exemption, under Florida or federal law, materials provided by the Contractor to the County would have to be provided to anyone making a public records request. It will be the Contractor’s duty to identify the information, which it deems is exempt under Florida/federal law, and identify the statute by number, which exempts that information.

Should any person or entity make a public request of the County—which requires or would require the County to allow inspection or provide copies of records which the Contractor maintains are exempt from Public Records Law or are confidential—it shall be the Contractor’s obligation to provide the County within 24 hours (not including weekends and legal holidays), of notification by the County to the Contractor of the request, of the specific exemption or confidentiality provision so the County will be able to comply with the requirements of Chapter 119, Fla. Stat.

Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the Contractor to the County which the Contractor maintains are exempt or confidential from such inspection/production as a public record, then the Contractor shall hire and compensate attorney(s) who shall represent the interest of the County as well as the Contractor in defending such action. The Contractor shall also pay any costs to defend such action and shall pay any costs and attorney fees, which may be awarded pursuant to 119.12, Fla. Stat.

All material submitted becomes the property of the County and may be returned only at the County’s option. The County has the right to use any or all ideas presented in any reply to this ITB. Selection or rejection of any bid does not affect this right.

53. **PREFERENCE GIVEN TO COMMODITIES MANUFACTURED, GROWN, OR PRODUCED IN FLORIDA:** In accordance with 287.082, Fla. Stat., as amended from time to time, whenever two or more competitive sealed bids are received, one or more of which relates to commodities manufactured, grown, or produced within this State, and whenever all things stated in such received bids are equal with respect to price, quality, and service, the commodities manufactured, grown, or produced within this State shall be given preference.
54. **COUNTY SEAL:** Use of the County Seal without the express approval of the Board of County Commissioners is a violation of 165.043, Fla. Stat., as amended from time to time, punishable as a misdemeanor.
55. **TIE BIDS:** Award of all tie quotes/bids shall be made by the Purchasing Manager in accordance with State Statutes,



which allows a firm certified as a Drug-Free Workplace to have precedence. When evaluation of Contractor responses to solicitations results in identical offers, with regards to bids or quotations, or identical ranking with regards to proposals, from two or more Contractors, the County shall determine the order of award using the following criteria in order of preference listed below (from highest priority to lowest priority):

- a. For tie bids, quotations or proposals, priority shall be given to the Contractor certifying that he/she is a Drug-Free Workplace as defined within 287.087, Fla. Stat., as amended from time to time;
- b. In the event that a tie still exists after progressing through a, the decision shall be made by lot or coin toss. The drawing of lots or coin toss shall be conducted in the presence of the effected Contractors if they elect to be present.

56. **CONTRACTOR COMPLAINTS AND DISPUTES:** Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the following procedures are adopted:

a. **POSTING OF AWARD NOTICES**

**FORMAL SEALED BIDS:** No later than three business days after a bid opening the Purchasing Manager or his/her designee shall post a tabulation of competitive sealed bids to the VendorLink website. The apparent responsive low contractor will be the intended award recommendation. If after posting the tabulation, the apparent low contractor is found to be non-responsive to the specifications, a revised tabulation will be posted indicating that the low contractor is non-responsive, and that the next lowest contractor is the intended awardee. The time for filing a protest will begin the date of the later posting.

b. **PROCEEDINGS**

Any vendor or contractor who is allegedly aggrieved in connection with the solicitation or intended award recommendation of a solicitation must file a written protest with the Purchasing Manager no later than 5:00 p.m. on the 5<sup>th</sup> full business day after the intended award was posted.

The written protest shall reference the bid, quote, proposal, or qualification number, identify the protestor, and contain a factual summary upon which the protest is based, including full details of adverse effects and the relief sought.

Within seven (7) business days of receipt of the written protest, the Purchasing Manager will meet with the protester to attempt to resolve the protest. The Purchasing Manager will issue a written decision to the protester on the merits of the protest.

The protester may appeal the Purchasing Manager's decision, in writing, within five (5) business days after the date of the written decision by the Purchasing Manager. This appeal by the protester elevates the matter to a formal Protest Committee.

Within seven (7) business days after receipt of the protester's appeal to the Purchasing Manager's decision, the Purchasing Manager will arrange a meeting of the Protest Committee and the protester. The Protest Committee shall consist of two (2) Department Directors or designees, both of whom must be from an organizational group which the user department or group is not assigned; and one (1) Assistant County Manager, who must be from an organizational group which the user department or group is not assigned under.

The Purchasing Manager shall act as a non-voting Hearing Coordinator and the County Attorney or designee may be requested to attend as a non-voting member. Public meeting notices will be posted.

The Purchasing Analyst will record the meeting and provide any information as the Committee may request. The purpose of the meeting of the Protest Committee is to provide an opportunity to: review the basis of the protest, evaluate the facts and merits of the protest and, if possible, to reach a resolution of the protest. For the purpose of the Protest Committee hearing, resolution shall mean the protestor finds the decision of the Protest Committee acceptable. Protestor shall notify the Purchasing Manager no later than 5:00 p.m. on the third business day following the Protest Committee.

In the event the matter is not resolved with the protestor's acceptance of the Protest Committee's decision, the Central Services Director will schedule the recommended award including the details of the protest and the Protest Committee's recommendation before the Board of County Commissioners via Board agenda. The County Manager, prior to approval and placement on the Board agenda, may elect to resolve the matter before presentation to the Board. If the County Manager cannot bring the matter to resolution, a copy of the Agenda Report will be furnished immediately to all affected parties. The affected



parties may appear before the Board of County Commissioners as a final means of administrative remedy.

**STAY OF PROCUREMENTS DURING PROTESTS**

Failure to observe any or all of the above procedures shall constitute a waiver the right to protest a contract award. In the event of a timely protest under the procedure, the County shall not proceed further with solicitation or with the award until a recommendation is made by the Committee, or a written determination is made by the County Manager that the award must be made immediately in order to protect the public interest. Invoice disputes between an awarded Contractor and user agency will follow the guidelines set forth in AO-33, *Prompt Payment of Invoices*.

**57. Federal Emergency Management Agency (FEMA) Contract**

**Requirements:** During a hurricane, civil disturbance, or other County declared emergency, the Contractor will be required to begin response within one hour after notification and be on site no later than two hours after notification unless due to circumstances beyond control of the Contractor (roadway damage, etc.). Cost of the service will be at the non-standard working hours. If State of Florida declares a State of Emergency, Contractor agrees to the terms outlined in the Federal Emergency Management Agency (FEMA) Contract Requirements (Attachment A).

58. Unless otherwise specified in this solicitation, all contracts are non-exclusive and the County may employ other professional or technical personnel to furnish services for the County, as the County, in its sole discretion, finds is in the public interest. The County reserved the right to assign such work to the Contractors as it may approve in the sole discretion of the County.

59. Section 286.101 of Florida Statutes requires all prospective contractors and grant recipients seeking to contract with the County, or receive a grant from the County, where said

contract or grant has a value of \$100,000 or more must disclose to the County (1) any current or prior interest of,

(2) any contract with, or (3) any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern) if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one year before applying for any grant or proposing any Contract, such entity must provide a copy of such disclosure to the Department of Financial Services. Disclosure is not required in certain circumstances, outlined on the enclosed Foreign Influence Disclosure Form. A Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is any transfer of money or property from one entity to another without compensation. A Grant is a transfer of money for a specified purpose, including a conditional gift. An interest in an entity means any direct or indirect investment in or loan to the entity valued at 5 percent or more of the entity's net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity.

60. Pursuant to Florida Statutes § 287.05701, the County shall not consider, give preference based upon, or request documentation regarding a vendor's social, political, or ideological interests when determining the vendor's qualifications.



**B-5-24-18**  
**Agricultural Equipment OEM Replacement Parts**  
**CONTRACTOR'S CHECKLIST**

*The items indicated are required for submission with your bid. Failure to submit any items indicated as required may result in rejection of the bid. Offers to provide required items after the date and time designated for the receipt of bid will not be considered.*

- ☐ Signed/Notarized Bid Invitation, including Electronic Copy on USB
- ☐ Completed and Signed Price Sheet, to include Insurance Indemnification Acknowledgement
- ☐ Written Authorization/Authorized Distributor Letter from Manufacturer(s)
- ☐ Foreign Influence on Contracts or Grants (\$100,000 or more)
- ☐ Contractor Affidavit Regarding Scrutinized Company List
- ☐ Reference Form with a minimum of three (3) / maximum of five (5) references listed

In order for this bid to be valid, the above forms and information shall be completed in their entirety, signed by an authorized representative of the responding Contractor, and returned as part of the bid response.



**B-5-24-18**  
**Agricultural Equipment OEM Replacement Parts**  
**Introduction and Submittal Information**

**1. PURPOSE**

Brevard County Purchasing Services is soliciting bids for the purchase of Agricultural Equipment Original Equipment Manufacturer (OEM) replacement parts for the following manufacturers:

- Alamo Industrial®, Bush Hog®, Hustler® Turf Equipment, John Deere, Kubota Tractor, and Massey Ferguson® (AGCO)

**2. CONTRACT PERIOD**

The terms of this agreement shall be effective for five (5) years. Any adjustments to the pricing, terms, or conditions will not take effect until approved by the County in writing.

**3. INFORMATION OR CLARIFICATION**

For information concerning procedures for responding to this bid, contact Tramesha Flood, Purchasing Services at 321-617-7390 x59335 or by email at [Tramesha.Flood@brevardfl.gov](mailto:Tramesha.Flood@brevardfl.gov). Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through Purchasing Services and posted online at [VendorLink](#). The County will not notify Contractors of addenda. It is the sole responsibility of the Contractor to check the website prior to submitting a bid to verify receipt of all documents to include written addendum.

Contractors shall promptly notify Purchasing Services, prior to submission of their bid, of any ambiguity, inconsistency, or error, which they may discover upon examination of the bid documents. No interpretation of the meaning of specifications or other documents will be made to any Contractor orally, nor may Contractor rely on any such pre-bid statements in completing the bid. Every request for such interpretation must be in writing addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or emailed to the attention of Tramesha Flood at [Tramesha.Flood@brevardfl.gov](mailto:Tramesha.Flood@brevardfl.gov). To be given consideration, such requests must be received in writing no later than **February 5, 2024, by close of business at 5:00 pm.**

**4. RECEIVING OF BIDS**

Bids must be received by Brevard County Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite C303, Viera, FL 32940 **no later than February 13, 2024, at 10:30 am.** Bids must be submitted on County format to be considered. **The official time clock will be the date and time stamp clock located in the Purchasing Office.**

**Electronic bid filing is now available on VendorLink at [www.myvendorlink.com](http://www.myvendorlink.com) .**  
**Electronic bidding is preferred; however hard copy bids will still be received.**

If submitting hard copies, bids shall be submitted in one original and should be accompanied by an equivalent electronic PDF file on USB flash drive. Contractors must also print out a hardcopy of the completed Price Sheet, sign where indicated, and submit with the bid. **DO NOT MODIFY OR REISSUE THE PRICE SHEET; USE THE PRICE SHEET FORM PROVIDED.**

**Note\*** Please ensure that if you use a third-party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your bid only to Purchasing Services on the third (3rd) floor at the above address. **Contractors are advised that U.S. Postal Service 1<sup>st</sup> Class and Express mail is delivered to a P.O. Box and is not delivered to the Purchasing Services Office. Delivery via the USPS is at the Contractor's risk. To be considered, a bid must be accepted in Purchasing Services no later than the ITB closing date and time.** If



the bid is delivered anywhere else, it may not reach Purchasing Services in time.

5. **PRE-BID/WALK THROUGH**

A pre-bid meeting will not be held for this Invitation to Bid.

6. **BID SUBMITTAL PACKAGE REQUIREMENTS**

If submitting hard copies of the bid, the vendor shall list the following details on the outside of their bid submittal package:

- Company Name and Address
- Bid Number and Bid Title

7. **QUANTITIES**

Quantities listed are estimated for a one (1) year period for aid in bid preparation only. They are not intended to represent the actual quantities which will be purchased. The quantity may be more or it may be less.

8. **CONE OF SILENCE**

Descriptive term for the prohibition in solicitations instructing vendors that once a need is advertised, the vendor is only permitted to communicate with the County's designated representative noted in the solicitation documents. The Cone of Silence is designed to protect the professional integrity of the public procurement process by shielding it from undue influence prior to the recommendation of contract award. County employees not designated by the representative noted in the solicitation, shall refrain from discussing the public procurement while the competition is in progress. The vendors are asked by the terms of the solicitation to refrain from contacting Commissioners, County Officers, employees, or agents regarding the pending solicitation until after the Notice of Award is posted. The Cone of Silence does not apply to the County's designated representative noted in the solicitation or discussion at a duly noticed Pre-Proposal Conference or at a Public Meeting.



**B-5-24-18**  
**Agricultural Equipment OEM Replacement Parts**  
**Delivery Instructions**

**1. DELIVERY**

All bids must be F.O.B. Destination, packing, shipping, handling and fuel surcharges, and delivery included to various locations in Brevard County, with inside delivery. Delivery addresses and quantities of orders may vary from order to order throughout Brevard County.

Deliveries will be made to the following locations. Other locations may be added with written notice from the County at its sole discretion.

- a. Central Disposal Facility  
Vehicle Maintenance Shop  
2250 Adamson Rd., Cocoa  
➤ *Deliveries to be made Monday—Friday between the hours of 8:00am – 5:00pm.*
- b. Central Fleet  
Vehicle Maintenance Shop  
4694 N. Wickham Rd., Melbourne  
➤ *Deliveries are to be made Monday—Friday between the hours of 7:30am – 12:00pm and 1:00pm – 3:30pm.*
- c. Mosquito Control – South  
Vehicle Maintenance Shop  
800 Perimeter Rd., Titusville  
➤ *Deliveries are to be made Monday—Friday between the hours of 7:30am – 2:30pm.*
- d. Mosquito Control – South  
Vehicle Maintenance Shop  
3 Pilots Way, Valkaria  
➤ *Deliveries are to be made Monday—Friday between the hours of 7:30am – 2:30pm.*
- e. Parks & Recreation – North Area Maintenance  
475 N. Williams Dr., Titusville  
➤ *Deliveries are to be made Monday—Friday between the hours of 7:30am – 2:30pm.*
- f. Parks & Recreation – Central Area Maintenance  
  
591 Cone Rd., Merritt Island  
➤ *Deliveries are to be made Monday—Friday between the hours of 7:30am – 2:30pm.*
- g. Parks & Recreation – South Area Maintenance  
Wickham Park Trades Building  
2500 Parkway Dr., Melbourne  
➤ *Deliveries are to be made Monday—Friday between the hours of 7:30am – 2:30pm.*
- h. Parks & Recreation – Environmentally Endangered Lands (EEL) Program  
91 East Dr., Melbourne  
➤ *Deliveries are to be made Monday—Friday between the hours of 7:30am – 2:30pm.*

i. Road & Bridge – South Area Maintenance

Vehicle Maintenance Shop  
4690 N. Wickham Rd., Melbourne

- *Deliveries are to be made Monday—Friday between the hours of 7:30am – 12:00pm and 1:00pm – 3:30pm.*

No deliveries are allowed to be made on holidays. The Board of County Commissioners has approved the following holiday schedule:

- New Year's Day
- Birthday of Martin Luther King, Jr.
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day & Day After
- Christmas Eve
- Christmas Day

Delivery shall be made to the County with no minimum order restrictions. Brevard County will not pay any shipping or handling charges.

2. **DELIVERY TIME**

Delivery of Normal "Stock" items shall be made within twenty-four (24) hours after notification of order.

3. **CANCELLATION**

The County reserves the right to add or delete any item(s) under this agreement.

The County reserves the right to cancel this agreement at any time if the services being provided do not meet the minimum requirements set forth in this Invitation to Bid.

4. **PLACING ORDERS**

A blanket purchase order (PO) will be issued to the awarded Contractor with the understanding that all items delivered must meet or exceed the specifications herein. The Contractor—at their own expense—will pick up items delivered that do not meet specifications, and the County shall receive full credit.

5. **WARRANTY**

The successful contractor shall provide the factory warranty on all equipment purchased under this agreement against materials and/or workmanship defects. The factory warranty shall become effective on the date of acceptance by the County. Warranties shall be indicated on the catalog link provided on the price sheet or included with the bid submission.

6. **REPLACEMENT PARTS**

- a. Contractors must be an authorized distributor for the manufacturers for which a bid is submitted. **For every manufacturer bid, contractor must include—WITH THEIR BID—an authorization or authorized distributor letter from the manufacturer.**
- b. Replacement parts will be ordered by OEM number, manufacturer part number, vehicle application, or vehicle identification number (VIN). If ordered by OEM number, any necessary crossover to dealer part number will be the responsibility of the Contractor.



- c. No substitutions of items, brands, etc., are to be made by the contractor. In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the contractor proposes to furnish the item as identified and does not propose to furnish an "Equal."
- d. Awarded Contractor(s) guarantees that all parts furnished to Brevard County shall be new, or OEM remanufactured, and meets or exceeds respective manufacturer's OEM specifications. OEM remanufactured parts are acceptable to the County only when requested and must be accompanied by a manufacturer warranty.
- e. Awarded Contractor(s) shall guarantee replacement of improperly manufactured items. The contractor shall make replacements within twenty-four (24) hours of notification of the defect by the County.

7. **MANUFACTURER'S PRICE LIST**

- a. Price quoted shall be a percentage discount off the current manufacturer's price list only.
- b. Awarded Contractor(s) shall be obligated to furnish Brevard County Purchasing Services, Parks & Recreation, Mosquito Control, Road & Bridge, and Solid Waste all current Manufacturer's Published Price List in one of the following methods:
  - E-mail
  - Internet hyperlink
  - Windows® compatible CD/DVD or USB flash drive

8. **RETURN OF MERCHANDISE**

Awarded Contractor(s) shall accept, for full credit, any non-special order, stock item merchandise that is returned by Brevard County within six (6) months from the time of the order placement. All returned merchandise shall include reference to the applicable invoice or packing slip and be in new condition, and have never been installed on a machine to allow resale by the contractor. Full credit shall include all costs incurred by the County as determined by the invoice or packing slip.

9. **EVALUATION**

Award of this bid will be made to the lowest, most responsive, responsible contractor(s). Contractors may bid on as few as one manufacturer or as many as all manufacturers listed on the Price Sheet. Bid offers will be evaluated based on the percent discount off the current Manufacturer's Price List. It is the County's intent to award a primary and secondary Contractor. The Secondary Contractor will be ordered if the Primary Contractor cannot supply the ordered items within the delivery times specified.

As the best interest of the County may require, the right is reserved to make award(s) by:

- individual items, group of items, all or none, or a combination thereof;
- on a geographical basis and/or on a countywide basis with one or more suppliers;
- to reject any and all bids or waive any minor irregularity or technicality in bids received.

Therefore, all contractors should put forth their best and final pricing when submitting their bid without reference to alternative pricing arrangements.

10. **OBSOLESCENCE**

Successful contractor shall agree to accept all parts that become obsolete or unused on a return basis provided they be in re-sellable condition. The County shall receive dollar credit on the original acquisition price paid by the County.

All invoices shall indicate dealer cost for each item as well as the unit cost to be paid by the County, thus enabling the County to ensure the correct percentage discount is applied. All invoices must legibly identify each item by appropriate manufacturer, part number, purchase order number, quantity purchased, invoice number, unit cost, discount, and net purchase amount. Brevard County invoices shall be submitted to individual county departments for materials ordered under this agreement.

11. **REPAIRS**

If any contractor is authorized and has the facilities to repair equipment as listed on the Price Sheet, contractor shall provide an hourly rate on the Price Sheet for repairs of said equipment. This rate is requested for the purposes of establishing a rate with the awarded (s) only and will not be used in the evaluation of the bid. However, all awarded Contractors will be expected to adhere to the rate bid should they be awarded any portion of the agreement. Hourly rate shall include direct labor, miscellaneous tools, and equipment, overhead, and total profit.



## Agricultural Equipment OEM Replacement Parts

B-5-24-18

### PRICE SHEET

Bid price to provide all labor, materials, equipment, transportation, and other facilities as necessary and/or required to execute all of the work described by the bidding documents for the lump sum price of:

DESCRIPTION	PERCENTAGE DISCOUNT OFF LIST PRICE FOR PARTS & EQUIPMENT	TITLE AND DATE OF CURRENT PUBLISHED LIST	CATALOG WEBSITE / LINK
Alamo Industrial®	5%	02/09/2024	Evergladesfarmequipment.com
Bush Hog®	5%	02/09/2024	Evergladesfarmequipment.com
Hustler® Turf Equipment	No Bid		
John Deere	6%	02/02/2024	Evergladesfarmequipment.com
Kubota Tractor	No Bid		
Massey Ferguson®	No Bid		

➤ Catalog Discount for brand names carried by contractor but not listed above: Stihl Power Equipment – 21% Stihl Parts & Accessories 26%/20%  
\_\_\_\_%

➤ Hourly Labor Rate, if applicable, for repairs to any of the above bid equipment: \$ N/A /hr.

### **ACH PAYMENTS**

Does your company accept ACH Payment Method? \_\_\_\_X Yes / \_\_\_\_ No

### **PROMPT PAYMENT DISCOUNT**

Brevard County shall remit payment in accordance with the Florida Local Government Prompt Payment Act, Florida Statutes Section 218.70, et seq. Contractors may offer cash discounts for prompt payment, but they will not be considered in the determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

\* If Prompt Payment Discount is offered, please state discount and terms: \_\_\_\_\_

### **ADDENDUM ACKNOWLEDGMENT**

Contractor acknowledges receipt of amendments by indicating amendment number and date of issue.

Add. No. \_\_\_\_\_ Dated \_\_\_\_\_ // Add. No. \_\_\_\_\_ Dated \_\_\_\_\_

Add. No. \_\_\_\_\_ Dated \_\_\_\_\_ // Add. No. \_\_\_\_\_ Dated \_\_\_\_\_

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, specifications, and pricing for **B-5-24-18 / Agricultural Equipment OEM Replacement Parts**

COMPANY NAME: Everglades Equipment Group

ADDRESS 138 Professional Way Wellington, FL 32779

AUTHORIZED SIGNATURE \_\_\_\_\_

PRINTED SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

TELEPHONE # 561 897 0693 FAX # \_\_\_\_\_

EMAIL: cvaughn@efe1963.com



**BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**  
**INDEMNIFICATION AND INSURANCE REQUIREMENTS**  
**B-5-24-18**  
**Agricultural Equipment OEM Replacement Parts**

**INDEMNIFICATION**

The County shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the County is contracting hereunder, provided such is caused in whole or in part by any negligent, reckless, or intentionally wrong act or omission of the Contractor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The Contractor agrees to indemnify the County and pay the cost of the County's legal defenses, including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause herein. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

It is agreed by the parties hereto that the Contractor has received specific consideration under this agreement for this hold harmless/indemnification provision.

**INSURANCE REQUIREMENTS**

The Contractor providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance, which includes coverage for all owned, non-owned and rented vehicles with a \$1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy in the amount of \$1,000,000 per claim.

In the event the contract involves services related to construction projects, the Contractor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by Brevard County Insurance and Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

The awarded Contractor shall have five (5) days to provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. **The certificate(s) of insurance (COI) shall indicate that the policies have been endorsed to cover**

the County as an **additional insured** (a waiver of subrogation in lieu of additional insured status on the workers' compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the Contractor.

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## Agricultural Equipment OEM Replacement Parts

## DISCLOSURE FORM FOREIGN INFLUENCE ON CONTRACTS OR GRANTS HAVING A VALUE OF \$100,000 OR MORE

**Summary of Form:** In order for the County to comply with section 286.101, Florida Statutes, all prospective contractors and grant recipients seeking to contract with the County, or receive a grant from the County, where said contract or grant has a value of \$100,000 or more must disclose to the County (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern) if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one year before applying for any grant or proposing any Contract, such entity must provide a copy of such disclosure to the Department of Financial Services. Disclosure is not required in certain circumstances, outlined below. A Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is any transfer of money or property from one entity to another without compensation. A Grant is a transfer of money for a specified purpose, including a conditional gift. An interest in an entity means any direct or indirect investment in or loan to the entity valued at 5 percent or more of the entity's net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity.

**I. SECTION I.** Please answer yes or no to each statement below:

YES / NO - X I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE UNDER \$100,000. If yes, this disclosure form as been completed. Please sign and date at the bottom.

YES / NO - X I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE OF OVER \$100,000. If yes, proceed to the next question.

YES / NO - X I HAVE MADE A FOREIGN INFLUENCE DISCLOSURE ONLINE WITH THE DEPARTMENT OF FINANCIAL SERVICES. If yes, please proceed to SECTION IV and provide the date of the disclosure, your name and address. Then sign and date at the bottom.

**II. SECTION II.** Please answer yes or no to the statement below:

YES / NO - X Bidder/Grantee has (1) a current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan Regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern); and (2) such interest, contract, or grant or gift has a value of \$50,000 or more; and (3) such interest existed, or such contract or grant or gift was received or in force at any time during the previous five years.

**III. SECTION III.** If you answered NO to SECTION II, you have completed this form. Please sign/date at the bottom. If you answered YES to SECTION II, then answer YES or NO to the following:

YES / NO This is a proposal to sell commodities through an online procurement program established pursuant to section 287.057(22), Florida Statutes.

YES / NO This is a proposal from an entity that discloses foreign gifts or grants under section 1010.25 or section 286.101(2), Florida Statutes.

*CVL 02/12/24*

YES / NO This is a proposal from a foreign source that, if granted or accepted, would be disclosed under section 286.101(2) or section 1010.25, Florida Statutes.

YES / NO This is a proposal from a public or not-for-profit research institution with respect to research funded by any federal Agency.

**IV. SECTION IV.** If you answered YES to any question in SECTION III, you have completed this form. Please sign/date at the bottom. If you answered NO to all of the questions in SECTION III, then you must make the following disclosures online to the State of Florida Department of Financial Services before the County may contract with you or award you said grant. Please disclose the following:

Date Disclosure of the information below was made by Bidder/Grantee to the State of Florida Department of Financial Services online: \_\_\_\_\_

Name of Bidder/Grantee: \_\_\_\_\_

Mailing Address of Bidder/Grantee: \_\_\_\_\_

Value of the Contract/Grant or Gift: \_\_\_\_\_

Foreign Country of Concern or the Agency or other entity under the significant

Control of such Foreign country of Concern: \_\_\_\_\_

Date of Termination of the contract or interest with the Foreign Country of Concern:

\_\_\_\_\_

Date of Receipt of the Contract/Grant or Gift: \_\_\_\_\_

Name of the agent or controlled entity that is the source or interest holder: \_\_\_\_\_

I verify that the information provided on this form is true and correct, and that I am duly authorized to make said binding disclosures on behalf of myself or my Company, as applicable.

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

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

STATE OF FLORIDA

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

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by (name of person making statement).

[Notary Seal]

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Name typed, printed or stamped

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

\_\_\_\_\_ Personally Known OR \_\_\_\_\_ Produced Identification

Type of Identification Produced \_\_\_\_\_



## CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

COUNTY OF Seminole

BEFORE ME, the undersigned authority, personally appeared

Christ Vang, who, being by me first duly sworn, made the following statement:

1. The Business address of Everglades Equipment Group (name of Contractor) is \_\_\_\_\_.
2. My relationship to Everglades Equipment Group (name of Contractor) is Gen. Div. mgr. (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.
4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

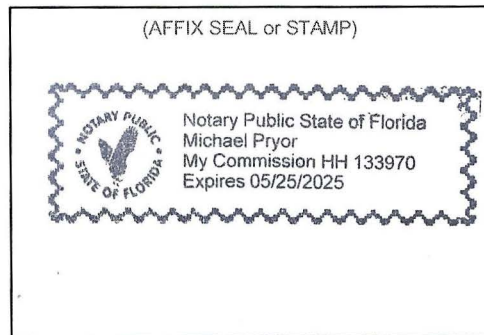
5. Everglades Equipment Co. (name of Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. Everglades Equipment Group (name of Contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.
7. Everglades Equipment Group (name of Contractor) is not engaged in business operations in Cuba or Syria.

  
Signature

Sworn to and subscribed before me in the state and county first mentioned above on the 12  
day of Feb, 2024.

  
Notary Public

My commission expires: 05/25/2025





**B-5-24-18**  
**Agricultural Equipment OEM Replacement Parts**  
**REFERENCE FORM**

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided. **Note:** A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do not list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client: City of Palm Coast

Date of Services: 2014 – current

Description of Services: Wholegoods, parts, and service

Street Address: 1 Wellfield Grade

City, State, ZIP Code: Palm Coast, FL 32137

Telephone #: 386 986 2340

Contact Person: Roger Lachance

Email: rlachance@palmcoastgov.com

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Ref #2. Customer/Client: Volusia County

Date of Services: 2014 – Current

Description of Services: Wholegoods, parts, and service

Street Address: 1270 Indian Lake Rd

City, State, ZIP Code: Daytona Beach, FL 32124

Telephone #: 386 254 1595

Contact Person: Robert Gilmore

Email: rgilmore@volusia.org

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Ref #3. Customer/Client: Seminole County

Date of Services: 2019 – Current

Description of Services: Wholegoods, Service, Parts

Street Address: 141 Bush Loop

City, State, ZIP Code: Sanford, FL 32773

Telephone #: 407 665 5289

Contact Person: Brooke Cullison

Email: bcullison@seminolecountyfl.gov

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CONTRACTOR NAME: Everglades Equipment Group

ADDRESS: 138 Professional Way Wellington, FL 32779

PRINTED SIGNATURE Clint Vaughn

AUTHORIZED  
SIGNATURE [Signature]

TELEPHONE: 561 897 0693 FAX#        DATE 02/12/24

EMAIL: cvaughn@efe1963.com