



---

## VENDOR GUIDE

### **VENDOR DOCUMENTATION**

Vendor documents should be submitted by those who will be paid by check. Please submit a copy of your W-9 and a copy of your current certificate of insurance (if your company has worked or transported items on District property.) The previously listed items can be faxed, emailed, mailed, or delivered in person prior to beginning work. It is the vendor's responsibility to keep the finance department apprised of any and all address changes.

### **PURCHASING THRESHOLDS**

The Department Head must approve purchases with a value under \$500. The Finance Director and the Department Head must approve purchases with a value between \$500 and \$1,000. The General Manager, Finance Director and Department Head must approve purchase requisitions more than \$1,000. For any purchase \$5,000 - \$25,000, three written quotations shall be provided by the vendor. Purchases \$10,000 or more require Board of Supervisors approval. Purchases estimated to cost in excess of \$25,000 must go through the competitive bid process or Request for Proposal (RFP) and approved by the Board of Supervisors.

### **PURCHASE ORDERS**

Issued by the finance department after all prices and requirements are checked for compliance of policy, procedures are verified, or award by Board of Supervisors is made (if required). Delivery of goods and services shall not be made without first receiving a purchase order number. Vendor should receive a purchase order from the finance department or given a verbal order number from the requesting department. Complete terms and conditions are described herein. Vendors are cautioned that failure to secure a purchase order may result in non-payment, or immediate cancellation of the order.

### **BID THRESHOLD**

Our sealed bid threshold is currently \$25,000 and is awarded by the Board of Supervisors generally to the lowest responsive and responsible bidder whose bid complies with the specifications contained in the Invitation for Bid or Request for Proposal. It is the vendor's responsibility to maintain contact with individual departments for purchases under the bid threshold.

### **BID OPENINGS**

All Invitations for Bids or Requests for Proposals are open to the public. All interested parties are welcome to view the Bid Openings at the date and time advertised. All submittals are subject to an evaluation by the Finance Director or Department Head. A recommendation of award is made to the Board of Supervisors at the next regularly scheduled Board of Supervisors meeting, who shall make the final determination of award.

The District utilizes <http://www.snldistrict.org/211/Bids-RFQs-RFPs> to release Bids/RFP's and quotes. The District advertises in the local newspaper, but does not email supplementary notices to vendors.

### **PIGGYBACKING**

Deviation from bid requirements or RFP/RFQ's can occur if the goods or services are available on State Contract, Florida Sheriff's Bids, Federal GSA Contracts, or through other governmental entities' bids or RFP/RFQ's that are entered as a result of a competitive process within 12 months prior to the purchase. All piggyback agreements must be approved by the Board. The bid information must be entered into the "Comments" section of the requisition.

## Purchase Order General Terms and Conditions:

### **ASSIGNMENT**

Awarded Contractor shall not assign this Contract, in whole or in part, or any monies due hereunder, without the written consent of the District.

### **COMPLIANCE TO LAWS, GUIDELINES, AND REGULATIONS**

Vendor shall comply with all applicable federal, state, and local laws, guidelines, regulations, etc. This includes but is not limited to rules promulgated by DOT, OSHA, EPA, and DEP. Any dispute concerning this order is to be governed by the laws of the State of Florida. Venue of any litigation between the parties shall be in Highlands County, Florida. The prevailing party shall recover against the other party all attorney fees and costs incurred from any and all disputed litigation including appeals, which arise from this order.

### **DEFAULT**

Subject to the limitations of Sec. 768.28 F.S., in any action brought by either party for the interpretation or enforcement of obligations of the other party, including District's rights to indemnification or appeals, the prevailing party shall be entitled to recover reasonable attorney fees, paralegal fees, court and other costs, whether incurred before or at trial, on appeal, in bankruptcy, or in post judgment collections.

### **DELIVERY**

Shipping terms are F.O.B. at the District's delivery location specified on the purchase order. If deficiency is not visible at time of delivery, the District reserves the right to require appropriate corrective action upon discovery of any deficiency. The District does not accept title until delivery has been acknowledged by an authorized representative. The District reserves the right to conduct inspection or investigation to verify compliance of the goods and/or services with the requirements of this document and reject any delivery for non-compliance. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency.

### **FAILURE TO DELIVER**

In the event of the Contractor to fail to deliver services in accordance with the terms and conditions, the District may procure the service from other sources and hold the Contractor responsible for any resulting purchase or administrative costs. The remedy shall be in addition to any other remedies the District may have.

### **FAILURE TO ENFORCE**

Failure by the District at any time to enforce the provisions of this contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the District to enforce any provision at any time in accordance with its terms.

### **INDEMNIFICATION & HOLD HARMLESS**

Contractor hereby acknowledges and confirms that the BID price includes the consideration for this indemnification and hold harmless. BIDDER shall, in addition to any other obligation to indemnify the District and to the fullest extent permitted by law, protect, defend, indemnify, and hold harmless the District, its elected officials, employees, agents, and volunteers from and against all claims, actions, liabilities, losses (including economic losses), costs including attorney fees, and all costs of litigation, and judgments of every name and description arising out of or incidental to the performance of this project, unless caused by the sole negligence of the District, its elected officials, employees, agents, and volunteers. Any costs or expenses, including attorney's fees (including appellate, bankruptcy, or patent council fees), incurred by the District to enforce this agreement shall be borne by the Contractor. This indemnification shall also cover all claims brought against the District, its elected officials, employees, agents, and volunteers by and employee of the Contractor, their subcontractor, or anyone directly or indirectly employed by them. The Contractor's obligation under this paragraph shall be limited to \$10,000,000 and shall not be limited in any way to the agreed upon contract price as shown in the BID/quote, or the Contractor's limit of all services, obligations, and duties provided for in this document, or in the event of the termination for any reason, the terms and conditions of this paragraph shall survive indefinitely.

## **INDEPENDENT CONTRACTOR**

The parties expressly recognize that the relationship between the District and Contractor is that of independent Contractors, and that neither Contractor, nor any of its servants, agents, or employees shall ever be considered an agent, servant, or employee of the District. Contractor shall be responsible to the District for the acts and omissions of all its employees, subcontractor, their agents and employees, and all other persons performing any of the work by, through, or under the Contractor.

## **INSPECTION AND CORRECTION OF WORK**

All work done by the awarded Contractor will be monitored by the District Manager, or their designee. Contractor shall notify the designated person of completion of each cycle within twenty-four hours of such completion. The designated contact person will then inspect the work and, if they find it has not been done satisfactorily, said work shall be promptly corrected by the Contractor, at the Contractor's expense.

## **OSHA SAFETY STANDARDS**

Unless otherwise stipulated in these documents, all manufactured items and fabricated assemblies shall comply with the applicable requirements of Occupational Safety and Health Act (OSHA) and any standards there under. The vendor agrees to furnish the District with MSDS on or before the delivery of every hazardous chemical or substance purchase that is classified as toxic under F.S. chapter 422.

## **PAYMENT**

If awarded, payment will be made by the District after the item awarded to a vendor has been received, inspected, and found to comply with the award specifications, free of damage or defect, and properly invoiced. All payments must be approved by the Finance Director and the General Manager weekly. To be considered for payment, the invoice must be signed by the General Manager and Finance Director. It is then given to the accounts payable department to be processed for payment in accordance with the appropriate procedure for processing invoices.

## **PRICES**

All stated prices herein shall be fixed for the duration of this agreement. All delivery, surcharges, fuel, etc. will be built into the stated price. There shall be no additional charges of any kind, including but not limited to, delivery, surcharges, or fuel.

## **PUBLIC ENTITY**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. All contractors who submit a bid to the District are guaranteeing that they have read the previous statement. By signing the bid documents, contractors state that they are qualified to submit a bid under FS Section 287.133(2) (a).

## **CHANGE ORDERS**

Change Orders are to be initiated by the Department Head when made aware of the change condition, either through the contractor or by the District, and require Board approval if the change order adds to the amount of the contract by \$10,000 or more. Deductive change orders may be authorized and approved by the General Manager if not more than \$10,000. All deductive change orders more than \$10,000 will required Board approval. Change orders may not be divided into multiple change orders in order to circumvent these requirements. Time change orders that change the completion date by 30 days or more require Board approval. Work to be performed under the Change Order shall not begin until all written approvals have been received.

Any work completed by the contractor without the required written approvals will be the sole responsibility of the contractor, not the District.

## **TAXES**

The District does not pay Federal Excise and Sales Tax on direct purchases of tangible personal property. The Tax Exemption Form is available upon request by the vendor.

## **INSURANCE**

Contractor shall provide, pay for, and maintain in force at all times during the Project, such insurance, including Workers' Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability Insurance and Business Automobile Liability, as will assure to the District of the protection contained in the indemnification and hold harmless clauses of Section 25 of this agreement undertaken by Contractor and in compliance with the applicable provisions of the contract. The Comprehensive General Liability and Business Automobile Liability policies shall clearly identify the indemnification and hold harmless clauses of Section 25 of this agreement by the additional named insured endorsement under this article. Such policy or policies shall be issued by an insurance company authorized to do business in the State of Florida and be written by a resident agent licensed by The State of Florida. Contractor shall specifically protect the District of by naming the District as an additional named insured under the Comprehensive General Liability Insurance and Business Automobile Liability policies hereinafter described. A current Certificate of Insurance meeting these requirements shall be evidence of the required coverage.

The following coverage shall be provided:

Workers' Compensation Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable Federal laws. In addition, the policy(ies) must include Employers' Liability with limits of One Hundred Thousand Dollars (\$100,000.00) Each Accident, Five Hundred Thousand Dollars (\$500,000.00) Each Disease, and One Million Dollars (\$1,000,000.00) Aggregate by Disease. All exemptions allowed by law must be specified in conjunction with the above specified requirements as applicable.

Comprehensive General Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence single limit for Bodily Injury Liability and Property Damage Liability. The policy shall not contain exclusions for explosion, collapse, or underground (X, C, U) hazards. All policies shall be written on an occurrence basis where available. The required limits may be met by the issuance of an excess or umbrella coverage policy so long as the DISTRICT is named as an additional insured on such policies. Coverage shall include:

- (a) Premises/Operations Liability on an occurrence basis.
- (b) Independent contractors.
- (c) Product and Completed Operations Liability on an occurrence basis.
- (d) Broad Form Property Damage.
- (e) Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.
- (f) Personal Injury Coverage with Employees and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: Owned vehicles, Non-owned and hired vehicles

Notice of Cancellation, Expiration and/or Restriction: The policies must be endorsed to provide the District with thirty (30) days advanced written notice of cancellation, expiration, and/or restriction of coverage.

Contractor shall furnish to the District, Certificate(s) of Insurance and certified copies of all insurance policies evidencing the insurance coverage's required herein prior to notice to proceed by the District. Such certificate(s) shall reference this agreement. The certificate holder shall be the District.