



## CHECKLIST FOR SUBMITTING A BID

### Understanding the Invitation to Bid (ITB)

- Thoroughly read and review this Request for Bids and all attachments, appendices, addenda, and/or revisions.
- Submit any written questions to the Purchasing Manager by the deadline provided in the Calendar of Events.
- Determine if the agency will hold a Bidders' meeting (see Section 2.7) and check the date provided in the Calendar of Events.
- Know when and where the Bid is to be delivered.

### Completing Your Bid

- Complete the Cost Sheet(s) provided with the ITB. Make sure your prices and calculations are accurate. If required, provide a written statement of what volume of work or quantity or products your company can handle under the Bid requirements. Do not alter the format of the Cost Sheet.
- Assemble required data specification sheets for all hardware/software on which you are bidding.
- Complete and sign the Invitation to Bid sheet provided as the cover of this ITB package.
- This checklist is provided for the Bidder's convenience only and is not required to be submitted with the Bid package.

### Submitting Your Bid

- Prepare one set of original documents marked —Originall in the following order:
  1. **Signed Request for Bid Sheet** (ITB cover page)
  2. **Cost Sheet(s)**
  3. **Bid**
  4. **Additional Information** See Section 7. for details
- Place the original documents in a sealed package (envelope or box). Make sure the following information is clearly marked on the outside of the envelope or box:
  - Bidder's Name and Address**
  - Request for Bid Title (See upper left hand box of ITB cover page)**
  - Request for Bid Number (See upper left hand box of ITB cover page)**
  - Bid Due Date (See upper left hand box of ITB cover page and Calendar of Events)**
- Ensure the sealed package is delivered to the correct address before the Bid Due Date and time in the Calendar of Events.  
**No emailed or faxed Bids are allowed.**

### If you are Chosen for a Contract Award:

- Be prepared to provide any documents such as certificates of insurance, IRS Form W-9 (Request for Taxpayer Identification Number), etc.
- The Contractor will be required to agree to indemnify the Agency

## 1. INTRODUCTION

### 1.1 Procuring Agency

Port Manatee is one of the largest of Florida's fourteen deep-water seaports. Governed by the seven-member Manatee County Port Authority, Port Manatee is the community's gateway to international trade and commerce. Located on over 1,100 acres, Port Manatee is the hub for a wide variety of agricultural and industrial commodities, including forestry products, fruits and vegetables, citrus juices, aluminum, steel, paper products, petroleum products, natural gas, cement, construction-grade aggregate and fertilizer.

## 1.2 Definitions

Words and terms in this ITB shall be given their ordinary and usual meanings, and all meanings shall be applicable to the singular and plural forms of the words and terms. For the purposes of this ITB, the following words and terms shall have the meanings indicated:

“**Agency**” means Manatee County Port Authority.

“**Bid**” or “**Bid Document**” means the complete response of a Bidder, including all required documentation, submitted on the approved forms and setting forth the Bidder’s prices for providing the commodities described in the ITB.

“**Bidder**” means any individual, company, corporation or other entity that responds to this ITB.

“**Calendar of Events**” means the official schedule of events, deadlines and dates shown on the cover of this ITB.

“**Commodity**” means the products, materials, supplies or equipment described in this ITB.

“**Contract**” means a contract awarded to a Bidder under this ITB.

“**Contractor**” or “**Vendor**” means a Bidder that is awarded a Contract under this ITB.

“**Interested Bidder**” means any individual, company, corporation or other entity that is included on a solicitation list, requested a Bid package or attended a Bidders’ meeting (if a Bidders’ meeting is scheduled as part of this ITB).

“**Invitation to Bid (ITB)**” means this document including appendices, addenda, revisions and/or attachments.

“**Lowest Responsible Bidder**” means the Bidder that submits the lowest dollar Bid and has demonstrated its ability and willingness to meet the conditions and specifications of this ITB.

“**Purchasing Manager**” means the person identified on the cover of this ITB who has been designated by the Agency to manage this ITB.

“**State**” means the State of Florida.

## 1.3 Scope

The Manatee County Port Authority (MCPA) is inviting qualified firms interested in bidding on installing a partition wall in Warehouse 2.

### General Description of Work

Provide labor and material to install a partition wall which will provide the ability to generate dual temperatures in Warehouse 2A.

### The successful proposer must maintain the following types and amounts of insurance.

1. Commercial General Liability insurance with minimum limits of \$2,000,000
2. Business Automobile Liability insurance with minimum limits of \$1,000,000
3. Workers’ Compensation insurance with Statutory limits
4. Employers Liability insurance with limits as follows:
  - \$100,000 Bodily Injury by Accident
  - \$100,000 Bodily Injury by Disease, policy limits
  - \$100,000 Bodily Injury by Disease, each employee

- See Tariff Item #250.

### Port Manatee Access Requirements

1. Port Manatee is regulated under the provision of the Maritime Transportation Security Act of 2002 (MTSA). Individuals accessing the port must comply with provisions of the applicable regulations and the associated elements of Port Manatee's approved Facility Security Plan.  
These provisions include:
2. Individuals requiring unescorted access must possess a TWIC credential and be able to demonstrate verifiable port business. Individuals employed by businesses with current port licenses or permits may enroll their TWIC in the access control system. A \$30.00 fee is required.
3. Obtaining a federal Transportation Workers Identification Credential (TWIC). This requires submission to federal security screening. Information on the TWIC enrollment process is available at [www.tsa.gov/twic](http://www.tsa.gov/twic). The cost for TWIC processing is \$128.00.

Additional information for temporary access or any other questions are available by contacting Port Manatee Security at 941-722-6455.

Bidders are required to examine the specifications provided in this document.

#### **A. Project: Warehouse 2A Partition Wall Installation**

Provide labor and material to construct one (1) 148' x 29'4" x 4" partition wall.

- a. Approximately 4,340 sqft of steel faced, polyurethane (polyisocyanurate) metal wall panels finished with modified polyester, dry film thickness of 1.0 mil including primer.  
Panel 26 gauge steel with Galvalume finish "Imperial White Color."  
Shadowline profile with non-directional stucco embossed texture. 4" thickness.

**Also quote 24 gauge panels as an alternate.**

- b. Steel coil material shall be in accordance with ASTM A755: [AZ50 Galvalume®/ Zinalume® (55 percent aluminum, 45 percent zinc)
- c. All trim and accessories required for installation
- d. All rental equipment as needed
- e. Three (3) 10' x 10' strip curtain for door opening with 50% overlap, heavy-ribbed material for forklift traffic.
- f. Total cost of a.-e.: \$\_\_\_\_\_

#### **1.4 Delivery**

All fees must be included in base price and prices shall be firm and are to be F.O.B. Destination, delivered to the Manatee County Port Authority, 300 Tampa Bay Way, Suite 1, Palmetto, FL, 34221.

#### **1.5 Amendments to Solicitation Documents**

The Agency reserves the right to issue amendments to the solicitation. Notice of any amendment will be posted on the Port Manatee website – [www.portmanatee.com](http://www.portmanatee.com). Such notice, if required, will contain the appropriate details for identifying the changes to the solicitation. Each bidder is responsible for monitoring the site for new or changing information concerning the solicitation.

#### **1.6 Specification Exceptions, Omissions, or Errors**

Hardware and software specifications are based on the most current literature available. Bidder shall notify the Agency, through e-mail notification or by attending the Pre-Bid Conference prior to bid opening, of any change, omission or error in the manufacturer's specifications, which conflict with the bid specifications.

### 1.7 Option/Warranty Pricing

Bidder shall disclose any manufacturer warranty provided on any hardware or software procured in the base project and any of the submitted options. Any violations of this requirement, or any awarded integrator determined to be charging agencies an additional price for manufacturer included warranties, will be subject to withdrawal from the bid at the contract manager's discretion.

## 2. BID PROCEDURES AND INSTRUCTIONS

### 2.1 Reasonable Accommodations

The Agency will provide reasonable accommodations, including the provision of informational material in an alternative format, for individuals with disabilities upon request. If you need information in an alternative format or accommodations at a Bid opening or at a Bidder meeting, contact the Purchasing Coordinator.

### 2.2 Bid Contents and Delivery Requirements

Bidders shall submit an original Bid document of the Bid document by the Bid Due Date in the Calendar of Events to:

**USPS/Mailing Address**

Sheila Neal, Purchasing Manager  
Manatee County Port Authority  
300 Tampa Bay Way, Suite 1  
Palmetto, FL 34221

**Address for Hand-Delivery**

SAME

**OR**

All Bids must be packaged (envelope or box), sealed and show the following information on the outside of the package:

- Bidder's Name and Address
- Invitation to Bid Title (See upper left hand box of ITB cover page)
- Bid Due Date (See upper left hand box of ITB cover page and Calendar of Events)

Bids must be date and time stamped at the office indicated above on or before the date and time Bids are due. Late Bids shall be rejected. Bids dated and time stamped in another office shall be rejected. Bids that are not properly sealed shall be rejected. Receipt of a Bid by the mail system does not constitute receipt of a Bid by the Agency. Any Bid that is inadvertently opened as a result of not being properly and/or clearly marked shall be rejected. Bids must be submitted separately and may not be included with sample packages or other Bids. Emailed or faxed Bids are not allowed.

### 2.3 Calendar of Events

The Calendar of Events provides important dates and times by which actions related to this RFB shall be completed. In the event that the Agency finds it necessary to change any of these dates and times, it will provide written notification of such changes per Section 2.4, Communication with Bidders.

### 2.4 Communication with Bidders

In the event it becomes necessary to make changes to the Calendar of Events, provide additional clarifying data or information, revise any part of this ITB, or provide a record of questions and answers, the Purchasing Manager will send written notification, electronically or in hard copy, to all Interested Bidders.

### 2.5 Format of Bid

Bidders responding to this ITB must submit the following materials:

- a) **Signed Request for Bid Sheet:** The Bid must include the signed Request for Bid sheet provided as the cover of this ITB package. A Bid submitted in response to this ITB must be signed by the person in the Bidder's organization who is responsible for decisions regarding prices offered in the Bid or by a person who has been authorized in writing to act as agent for the person responsible for the decision on prices.
- b) **Cost Sheet:** Provide cost information on the Cost Sheet(s) included in this ITB. All costs for furnishing the commodities, as set forth in the terms and conditions of this ITB, must be included in the Bid.
- c) **Bid:** Provide bid per specifications of this ITB.

- d) **Additional Information:** Please refer to Section 7. Additional Information Requirements, for a listing of required additional documents. The checklist included with this ITB is provided for the convenience of the Bidder. The Bidder is not required to submit the checklist with its Bid package.

## 2.6 Questions

Questions concerning this ITB must be submitted in writing to the Purchasing Manager on or before the Deadline for Submitting Written Questions provided in the Calendar of Events. Bidders are expected to raise any questions, exceptions or additions concerning the ITB document prior to this deadline. If a Bidder discovers any significant ambiguity, error, conflict, discrepancy, omission or other deficiency in this ITB, the Bidder must immediately notify the Purchasing Manager and request modification or clarification of the ITB document. All questions will be recorded by the Agency. All questions and answers will be provided per Section 2.4, Communication with Bidders.

## 2.7 Bidders' Meeting – **N/A for this Bid**

The Agency will hold a public informational meeting for Bidders at the date and time provided in the Calendar of Events. The Bidders' meeting will be held at the following location:

**Manatee County Port Authority Access Control  
13604 Reeder Road  
Palmetto, FL 34221**

The Bidder's meeting is **NOT** mandatory. A written record of questions asked and answered at the Bidder's meeting will be provided per Section 2.4, Communication with Bidders of this ITB.

## 3. BID ACCEPTANCE, VERIFICATION AND AWARD

### 3.1 Bid Opening

Bids will be opened on the Bid Opening date and time specified in the Calendar of Events. All Bidder information will be announced, logged and placed on file for Public viewing at the time of Bid opening. The Bid opening will be held at the following location:

**Port Manatee Administration Office  
300 Tampa Bay Way  
Palmetto, FL 34221**

### 3.2 Bid Review and Verification

Eligible responsive bids will be evaluated to determine if all contract requirements are met. Bids that do not meet all contract requirements of this solicitation or fail to provide all required information, documents, or materials will be rejected as non-responsive. Bidders whose bids, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the contract shall be rejected.

### 3.3 Bid Acceptance

Bids that do not comply with instructions contained in this ITB may be rejected by the Agency. The Agency reserves the right to waive a particular specification if no Bidder meets that specification. The Agency may request reports on a Bidder's financial stability. The Agency may reject a Bid if the Bidder is determined to have inadequate financial means to provide the product or service being bid. The Agency retains the right to accept or reject any or all Bids, or accept or reject any part of a Bid, deemed to be in the best interest of the Agency and the State of Florida. The Agency shall be the sole judge as to compliance with the instructions contained in this ITB. Bids shall be firm for acceptance for sixty (60) days from date of Bid opening unless otherwise noted.

### 3.4 Bid Withdrawal

Bidder warrants by virtue of bidding the prices quoted in this bid response will be good for an evaluation period of ninety (90) calendar days from the date of bid opening unless otherwise stated. Bidders will only be allowed to withdraw their bids after the opening time and date at the discretion of the Agency.

### **3.5 On Site Evaluation**

In order to properly evaluate the functionality of the hardware/software proposed it might be necessary to examine actual installations where they are currently in use. Therefore, bidders must submit specific locations where systems proposed could be evaluated in operation.

### **3.6 Presentation**

After written proposals have been evaluated, each firm submitting a bid may be required to make a presentation or demonstrate the specific functionality of equipment outlined in their proposal. These presentations will allow the committee to better evaluate the functionality of the proposed equipment/software.

### **3.7 Basis for Award**

The Agency will evaluate each submission and select the lowest or best bid. This determination will be based upon a number of factors including price, functionality and expandability to ensure the best overall value. The Agency will award to the lowest or best responsible bidder, whose qualifications may be determined by necessary facilities, ability, financial resources, and proven experience to perform the work in a satisfactory manner. Bidders are hereby advised that the Agency reserves the right to reject any bid proposal not considered to be competitive in nature based on the best pricing information available. Furthermore, the Agency reserves the right to reject any or all bids, in whole or in part, and/or make awards either as individual items or as a total combined bid, whichever they consider in the best interest of the Agency, and to waive any informality in any proposal. Additionally, the Agency reserves the right to waive any minor irregularity, technicality, or omission if it is determined that doing so will serve the Agency's best interest.

### **3.8 Contract Award**

Any Bidders that submit a Bid will be notified in writing of the Agency's award of a Contract as a result of this ITB. Upon issuance of such notice or 30 days after opening the responsive bids, whichever is earlier, copies of the Bids responsive to this ITB are available for public inspection upon request to the Agency.

### **3.9 Tax Exemptions**

All State and Federal tax exemptions applicable to the units of local government of the State of Florida will apply, and appropriate certifications furnished.

### **3.10 Required Disclosure**

With its Bid submission, the Bidder shall disclose all material facts pertaining to any felony conviction or any pending felony charges in the last three (3) years in this state or any other state of the United States against (i) Bidder, (ii) any business entity related to or affiliated with Bidder, or (iii) any present or former executive employee, officer, director, stockholder, partner or owner of Bidder or of any such related or affiliated entity. This disclosure shall not apply to any person or entity which is only a stockholder, which person or entity owns 20 percent or less of the outstanding shares of a Bidder whose stock is publicly owned and traded.

### **3.11 Bid Protest**

By submitting a bid to the Agency, bidders agree to the process set forth in this Section.

- a. Notice of Protest - Notice of all Agency decisions or intended decisions shall be by certified mail or courier services. Any person adversely affected by the ITB shall file a notice of protest in writing, within two (2) business days from the date on the notice of the decision or actual receipt of the decision, whichever is later. A formal written protest shall be filed within five (5) business days after the protesting party files the notice of protest. No time will be added to the above time limits for mail service.
- b. Formal Written Protest - The formal written protest shall state with particularity the facts and law upon which the protest is based. The formal written protest shall be printed or typewritten and contain:

1. The name and address of the person or firm filing the protest and an explanation of how they are adversely affected by the Agency's decision or intended decision;
  2. Identification of the procurement matter at issue;
  3. A statement of how and when the notice of Agency's decision or intended decision was received;
  4. A statement of all issues of disputed material fact and, if there are none, a statement so indicating;
  5. A concise statement of the ultimate facts alleged;
  6. A statement of the applicable law, rule, statute, or other authority upon which the protest is based and which entitle the protestor to relief;
  7. A specific demand for relief; and,
  8. Any other information material to the protest.
- c. Filing Notices of Protest and Formal Protests - All notices of protest and formal protests shall be filed with the Port Executive Director. A protest is not timely filed unless both the written notice of protest and the formal protest have been received by the Port within the prescribed time limits. Failure to file a protest within the time prescribed by this Section shall constitute a waiver of all claims.
- d. Stay of Award - Upon receipt of a formal written protest which has been timely filed, the bid solicitation or contract award process shall be stayed until the subject of the protest is resolved by final agency action, unless the Port Executive Director, with the concurrence of the Agency, sets forth in writing particular facts and circumstances which require the continuation of the solicitation process or the contract award process without delay in order to avoid an immediate and serious danger to the public health, safety or welfare. Notice that a contract award has been stayed shall be given by U.S. Mail or hand delivery or courier service to all whom submitted qualified bids/proposals. Upon receipt of a timely formal protest of a decision or intended decision to award or reject all bids, qualifications, or proposals, notice shall be given by U.S. Mail or hand delivery or courier service to all bidders for that contract.
- e. Resolution of Formal Protest - Upon the written request of the protestor or on its own initiative, the Agency shall provide an opportunity for the protestor to meet with the Executive Director to resolve the protest by mutual agreement within seven (7) business days, excluding holidays, of receipt of a formal written protest. If the subject of a protest is not resolved by mutual agreement within seven (7) business days, excluding holidays, of receipt of the formal written protest, or a mutually agreed upon extension of time, the Executive Director shall certify in writing to the Board that there was no resolution and provide the protestor with a copy of the certification.
- f. Quasi-Judicial Hearing - Within seven (7) business days from receipt of written certification that there was no resolution; the protestor may provide a written request that the matter be heard before the Agency in a quasi-judicial hearing. Failure to provide a written request to the Agency within seven (7) business days of notice shall constitute waiver of any protest. Upon receipt of a written request, the Agency may, in its discretion, request a written response from the Executive Director, and/or schedule the matter for hearing before the Agency. Within seven (7) business days from the conclusion of the hearing, the Agency will provide a written final decision on the matter to the protestor.

The protestor may contest the Agency's decision in a court of competent jurisdiction in Manatee County no later than thirty (30) calendar days after receipt of notice of the Agency's decision, unless otherwise specified within the controlling request for proposal or qualification documents.

#### **4. BEST COMMERCIAL PRACTICES**

**4.1** All commodities purchased through this ITB must meet standards and specifications set forth in this ITB.



**4.2** The apparent silence of this specification and any supplemental specifications as to any detail or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices, size, and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be upon the basis of this statement.

## **5. VENDOR REQUIREMENTS**

### **5.1. Purchase Orders and Order Fulfillment**

- a) The Vendor must be able to receive purchase orders via e-mail, fax, USPS or personal pickup at the Agency.
- b) The Vendor must fulfill the order within 90 days or less of receipt of the Agency's order unless other arrangements have been made for unusual situations.

### **5.2. Invoices, Required Documentation and Payment**

- a) The Vendor must ensure that an invoice is received by the Agency within 5 days of job completion.
- b) The Agency shall make payment to the Vendor within thirty (30) days of receipt of a valid invoice. Any callback order or product failure issue must be satisfactorily addressed before issuance of payment.
- c) The Vendor must provide the Agency with a copy of any and all documentation regarding problems or issues regarding job site performance, commodity performance and/or client issues.
- d) The Vendor shall not, under any circumstances, seek payment from the owner or occupant of the premises improved under the Contract. The only recourse for payment for the fulfillment of orders provided under the Contract is through the Agency.

### **5.3. Permits, Insurance, Licensing and Other Requirements**

- a) The Vendor must meet the insurance requirements specified in this ITB. Certificates of insurance must be provided to the Agency within five (5) working days of Notice of Intent to Award.
- b) The Vendor must complete all required forms and return same to the Agency attached to the invoice.
- c) Following the Contract award notification, the Vendor must provide to the Agency its IRS Form W-9 (Request for Taxpayer Identification Number and Certification).
- d) Any change in material of equal or superior quality or installation standards must be specifically approved in writing by the Agency. Any deviation or exceptions to the terms, conditions and/or specifications must be submitted in writing and approved by the Agency with a signed change order. No minimum fee is allowed on change orders.
- e) The vendor must meet all bonding requirements specified in the terms and conditions. Bonding documents must be provided to the Agency within five (5) working days of Notice of Intent to Award.

### **5.4. Customer Education**

- a) The selected vendor must provide required user training to designated Agency personnel.

### **5.5. E-Verify**

The Agency, Vendor, and any subcontractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees.

## **6. COST INFORMATION**

### **6.1. Bid Pricing**

- a) The Bidder must complete the Cost Sheet. Failure to submit unit pricing as instructed for any item listed in the Cost Sheets shall result in rejection of the Bid. Failure to submit required capacity information (volume or quantity) as instructed shall result in rejection of the Bid. Do not alter the format of the Cost Sheets.
- b) The Bidder must submit one fixed price per unit for the entire Contract period. If the Contract is renewed, the Vendor must hold the fixed price per unit during the renewal period. Unit prices shown on the Bid or Contract shall be the price per unit of sale (e.g., gal., doz., ea.) as stated in the ITB or Contract. Price adjustments may be authorized by the Agency under limited circumstances (see Paragraph 6.3 Price Adjustments).

## **6.2. Capacity**

If required in the ITB cost sheet(s), the Bidder must identify in writing as part of its Bid the volume of work and/or quantity of products it is able to handle in accordance with the Bid requirements.

## **6.3. Price Adjustments**

The Vendor may lower a price at any time due to general market conditions or other considerations. Prices shall not be subject to any increase for sixty (60) calendar days from the date of the award. Any price increase proposed shall be submitted to the Agency thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the Vendor which are demonstrated to be industry wide. The Agency shall be the sole judge of whether a price increase will be permitted, and will either grant or reject the proposed increase in writing.

## **7. ADDITIONAL INFORMATION REQUIREMENTS**

**7.1.** Per Section 2.5 d), the Bidder must include the following additional documents as part of its Bid package:

- A Narrative outlining the specific functionality of proposed equipment.
- Manufacturer specification sheets for all hardware/software submitted as part of the proposal.
- A detailed sight map outlining the anticipated location off all equipment outlined in the proposal.
- A listing of any subcontractors which will be utilized to install the proposed equipment. Including their professional licensing if appropriate.

## **8. ADDITIONAL PRICING CONSIDERATIONS**

Bidders are responsible to include all costs associated with installation of part of their submission. These costs may include but are not limited to:

- a) Worker Credentialing: Port Manatee is regulated under the provisions of the Maritime Transportation Security Act (MTSA) all workers will be required to obtain a Transportation Worker Identification Credential (TWIC) and a Port Manatee Access Credential. Fees associated with these credentials are the responsibility of the bidder. Current Fees: TWIC \$129.75
- b) Bid submissions must be a turnkey solution and include all associated installation costs.

## **9. ADDITIONAL TERMS AND CONDITIONS**

**In signing this Bid, Bidder acknowledges, affirms and agrees to comply with the following terms and conditions:**

### **9.1 Lobbying**

Lobbying is prohibited in all Agency selection processes and contract awards including but not limited to requests for qualifications, bids, proposals or purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, a Bid protest being resolved, or the competitive selection process being otherwise concluded. The prospective Bidder may contact the Agency as specified in this ITB, to address situations such as clarifications relating to the procurement process or Bidder protest.

No funds received pursuant to the Contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

### **9.2 Non-Collusion**

Bidder certifies it has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a Bid; that this Bid has been independently arrived at without collusion with any other Bidder, competitor or potential competitor; that this Bid has not been knowingly disclosed prior to the opening of Bids to any other Bidder or competitor; that the above statement is accurate under penalty of perjury.

### **9.3 Debarment and Suspension**

Bidder acknowledges it has not been suspended, debarred, declared ineligible or voluntarily excluded from eligibility by any State or Federal department or agency. Bidder acknowledges that its Certificate of Qualification has not been suspended, revoked, denied or have further been determined by any State or Federal department or agency to be a non-responsible contractor.

### **9.4 Additional Goods or Services**

The Agency reserves the right to request additional goods or services relating to this ITB from the Vendor. When approved by the Agency as an amendment to this Agreement and authorized in writing, the Vendor shall provide such additional requirements as may become necessary.

### **9.5 Public Entity Crimes**

By submitting a Bid, each Bidder is confirming that neither the Bidder nor its subcontractors have been placed on the convicted vendors list or the discriminatory vendor list as described in Sections 287.133 and 287.134, Florida Statutes.

- a) A person or affiliate who has been placed on the convicted vendor list, following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 a public entity, and may not transact business with any public entity in excess of the threshold amount as provided in Section 287.017, Florida Statutes for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.
- b) In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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.

### **9.6 Public Records**

By submitting a Bid, the Contractor certifies that he/she understands that the Agency, an entity of government, is subject to the Public Records Act and, in accordance with Section 119.0701 of the Florida Statutes the Consultant may be subject to the Public Records Act. Any claim of confidentiality is waved upon submission, effective after opening pursuant to Section 119.07, of the Florida Statutes. Any subsequent contract entered into between the Agency and Contractor related to the scope of services outlined in this ITB shall be conditioned on the Contractor's compliance with the Public Records Act as provided in Section 119.0701 of the Florida Statutes.

### **9.7 Conflicts of Interest**

The Bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder. The Bidder further represents that no person having any such interest shall be employed by him/her during the agreement term and any extensions.

The Bidder shall immediately notify the Agency's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Bidder may undertake and request an opinion of the Agency as to whether the association, interest or circumstance would, in the opinion of the Agency, constitute a conflict of interest if entered into by the Bidder. The Agency agrees to notify the Bidder of its opinion, by certified mail, within thirty (30) days of receipt of notification by the Bidder.

Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project in which any member, officer or employee of the Agency or the locality during tenure of for two (2) years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, with prior approval of the Department of Transportation, may waive the prohibition contained in this paragraph provided that any such present member, officer, or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement.

The contractor agrees to insert the following provision in its subcontracts:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

#### **9.8 Inspector General Cooperation**

The Bidder and any Subcontractors, agree to comply with Section 22.055(5) of the Florida Statutes and thereby agree to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to said section.

#### **9.9 Unauthorized Aliens**

The Bidder represents that it does not employ unauthorized aliens. The Agency shall consider the employment by the Bidder of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act.

#### **9.10 Appropriations Clause**

By submitting a Bid, the Bidder certifies that he/she understands that the Agency, an entity of government, is subject to the appropriation of funds by its legislative body in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this contract for each and every fiscal year following the fiscal year in which this contract is executed and entered into and for which this contract shall remain in effect. The Agency shall, upon receipt of notice that sufficient funds are not available to continue its full and faithful performance of this contract, provide written notice to the consultant of such event within thirty (30) days and, be thereafter released at all further obligations in any way related to the contract.

#### **9.11 Legal Requirements.**

All applicable provisions of federal, state, county, and local laws including all ordinances, rules, and regulations shall govern the development, submittal and evaluation of all Bids received in response to these specifications, and shall govern any and all claims between person(s) submitting a Bid and the Agency, by and through its officers, employees and authorized representatives. A lack of knowledge by the Bidder concerning any of the aforementioned shall not constitute a cognizable defense against the legal effect thereof. The Bidder agrees that it will not discriminate on the basis of race, creed, color, national origin, sex, age or disability.

#### **9.12 Indemnification**

The Bidder acknowledges and agrees that to the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of the Contractor under the Contract or otherwise, the Contractor shall indemnify and hold harmless the Agency and its officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages arising out of or relating to the performance of the Contract, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the scope itself), including the loss of use resulting therefrom but only to the extent caused by any negligent, reckless, or intentional wrongful act or omission of Contractor, any Subcontractor, any Supplier, or any

individual or entity directly or indirectly employed by any of them to perform any of the scope or anyone for whose acts any of them may be liable.

In any and all claims against the Agency or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of the Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the scope, or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.