

**1 Day - Legal Advertisement**

**02/08/2019 - Friday**

## **Invitation to Bid**

Manatee County Port Authority is accepting bids for the Sale of Surplus Equipment. Specs are available online at [www.portmanatee.com](http://www.portmanatee.com). Equipment inspection is offered by appointment only.

Contact: Sheila Neal (941) 721-2500 - [sneal@portmanatee.com](mailto:sneal@portmanatee.com)

Sealed bids are due on/before 3:00 PM on Wednesday, February 20<sup>nd</sup>, 2019.

The Port Authority reserves the right to reject any/all bids for any reason.

<b>INVITATION TO BID</b> <b>ITB # 022019</b> <b>Sale of Surplus Equipment</b>  THIS IS NOT AN ORDER		<b>Manatee County Port Authority</b> 300 Tampa Bay Way, Suite # 1 Palmetto, FL 34221	
<b>Bid Due Date:</b>  <b>Friday, February 20th, 2019 – 3:00 PM</b>		<b>All questions relating to this Request For Qualification must be submitted in writing to:</b> Sheila Neal, Purchasing Manager 300 Tampa Bay Way Palmetto, FL 34221 (941) 721-2500 (941) 729-1463 sneal@portmanatee.com	
<b>Calendar of Events</b>			
Friday, February 8th, 2019  Monday, February 11 <sup>th</sup> , 2019 – Tuesday, February 19 <sup>th</sup> , 2019 Wednesday, February 20 <sup>nd</sup> , 2019 - 3:00 PM		Invitation for Bid – Bradenton Herald, portmanatee.com Time Line for Inspection Deadline for Submitting Bids / Bid Opening	
<b>Bidder Name and Address (must be completed)</b>			
<b>ACKNOWLEDGEMENT OF ANY ADDENDA and/or REVISIONS:</b> In signing this Request for Bid, Bidder acknowledges and affirms that its Bid complies with all terms, conditions and specifications of the ITB and any addenda, appendices or revisions thereto. If awarded a Bidder will comply with all terms of its Bid and all terms, conditions and specifications of the ITB and any addenda or revisions thereto.			
<b>Name of Authorized Company Representative (Type or Print)</b>		<b>Title</b>	<b>Date</b>
<b>Signature of Authorized Company Representative Named Above</b>		<b>Phone</b>	<b>Fax</b>
			<b>Email</b>

## CHECKLIST FOR SUBMITTING A BID

### Understanding the Invitation to Bid (ITB)

- Thoroughly read and review this Invitation for Bid 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 Pre-Bid meeting and/or Site Visit (see Section 2.5) and check the date provided in the Calendar of Events.
- Know when and where the Bid is to be delivered and the Bid Due Date.

### Completing Your Bid

- Complete the Worksheet provided with the ITB. Make sure your prices and calculations are accurate. Do not alter the format of the Bid.
- 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 Proposal

- Prepare one set of original documents marked — Original in the following order:
  1. **Signed Request for Bid Sheet** (ITB cover page)
  2. **Signed Bid Worksheet** (see Page 13 – Exhibit A)
- 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:
  - Bidders Name and Address**
  - Invitation to Bid Title** (See upper left hand box of ITB cover page)
  - Invitation to 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 Proposal are allowed.)**

### If you are Awarded Bid:

- Be prepared to provide any documents such as certificates of insurance, FEID Certificate, # IRS Form W-9 (Request for Taxpayer Identification Number), Transportation Plan
- The Bidder will be required to agree to indemnify the Manatee County Port Authority.

## BID INSTRUCTIONS

### 1. INTRODUCTION

#### 1.1 Represented 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.

**"Board"** means the Manatee County Port Authority governing body.

**"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 Proposer under this ITB.

**"Contractor" or "Vendor"** means a Proposer that is awarded a Contract under this ITB.

**"Executive Director"** means the Manatee County Port Authority Executive Director.

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

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

**"Lowest Responsive 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 ITP and the Bidder who has the capability in all respects to perform the contract requirement and the integrity and reliability that will assure good faith performance.

**"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.

## 2. Scope of Project

The Manatee County Port Authority (MCPA) is inviting bidders interested in bidding for miscellaneous “Surplus / Obsolete Equipment”. **Equipment is offered in “as is condition” and will not be modified, loaded, moved or transported by the Agency.** Bidders should inspect the equipment site condition prior to bidding. Final payment is required prior to moving the equipment. The “Agency” will provide accommodations for site inspections by appointment only. All awarded equipment must be removed from the premise within (6) business days from notice of award.

### 2.1 Transportation/Delivery

All handling fees will be at the sole expense of the “Bidder”. It is the responsibility of the “Bidder” to provide a transportation plan to the “Agency”. Plan must include name of transportation facilitator, name of driver, tag #, timeline and contact information. Manatee County Port Authority is a secure site and requires a valid form of ID credentials to enter the facilities.

### 2.2 Amendment 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 website for new or changing information concerning the solicitation. If the Bidder registers its contact information with the Purchasing Manager, the Purchasing Manager will provide any Amendments / Addendums to the solicitation to the bidder at its registered contact email. Registration of contact information is offered as a convenience to the bidder and does not relieve the bidder from its responsibility to monitor the website for new or changing information concerning the solicitation.

### 2.3 Specifications Exceptions, Omissions, or Errors

Specifications are based on the most current information available. Bidder shall notify the Agency, through e-mail notification, of any potential specification change, omission or error in the manufacturer’s specifications, which conflict with the bid specifications.

### 2.4 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 meeting, contact the Purchasing Manager.

### 2.5 Bid Contents and Delivery Requirements

Bidders shall submit an original Bid document as described in Bid instructions by the Proposal 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)
- ITB / Referenced Due Date (See upper left hand box of ITB cover page and Calendar of Events)

Bids must be date and time stamped, at the offices of MCPA 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 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 Bid submittals. Emailed or faxed Proposals are not allowed.

## **2.6 Format of Bid**

Bidder's 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. **Bid / Cost Sheet:** Provide cost information on the Cost Sheet(s) included in this ITB. All costs for furnishing the supplies / services, as set forth in the terms and conditions of this ITB, must be included in the Bid.
- c. **Additional Information:** Please refer to Section 6 and 7, 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.

## **3. Communications / Questions**

All communications relating to 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 by the Purchasing Manager through written notification, electronically or in hard copy, to all registered Bidders.

## **4. BID ACCEPTANCE / VERIFICATION AND AWARD**

### **4.1 Bid Opening**

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

**Port Manatee Administration Office**

**300 Tampa Bay Way**

**Palmetto, FL 34221**

### **4.2 Bid Review and Verification**

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

### **4.3 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" 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. Submitted Bids shall be considered firm, payment for awarded Bid must be paid and removed from premise within (6) business days from date of award. Bid submittal constitutes a commitment to procure the offered equipment as specified in accordance with the provisions herein.

#### **4.4 Bid Withdrawal**

Bidder warrants by virtue of bidding the prices quoted in the bid response will be good for an evaluation period of thirty (30) days from date of Bid opening unless otherwise stated. Bidders will not be allowed to withdraw their bids after the opening time and date.

#### **4.5 Basis for Award**

The Agency will evaluate each submission and select the lowest responsive bid. This determination will be based upon a number of factors including price, products, reliability and references, The Agency will award to the lowest or best responsible bidder, whose qualifications may be determined by necessary facilities, ability, 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 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.

#### **4.6 Award**

All Bidders that submitted a Bid will be notified in writing of the Agency’s award of a Contract as a result of this ITB. Upon issuance of notice or 30 days after the 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.

#### **4.7 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.

#### **4.8 Bid Protest**

By submitting a Proposal to the Agency, parties 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 ITQ 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 Proposal 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 Proposals/proposals. Upon receipt of a timely formal protest of a decision or intended decision to award or reject all Proposals, qualifications, or proposals, notice shall be given by U.S. Mail or hand delivery or courier service to all Proposers 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 bid or qualification documents.

## **5. COST INFORMATION**

### **Bid Pricing**

- a) The Bidder must complete the Bid Work Sheet. Bidders are not required to Bid on all Items offered. Bid Work Sheets must be signed. Do not alter the format of the Cost Sheet.

## **6. ADDITIONAL PRICING CONSIDERATIONS**

### **6.1 Insurance**

The successful Bidder must maintain the required following types and amounts of insurance in order to operate in any capacity within the Port.

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

This insurance coverage must meet the requirements set forth in Manatee County Port Authority Tariff - Item #250, available online at

<http://www.portmanatee.com/Portals/0/business/Tarigg/Tarrif.pdf>

### **6.2 Port Manatee Access Requirements**

1. Port Manatee is regulated under the provision of the Maritime Transportation Security Act of 2002 (MTSA). All 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 Access Control - Security office at 941-722-6455.

## **7. ADDITIONAL TERMS AND CONDITIONS**

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

### **7.1 Lobbying**

Lobbying is prohibited in all Agency selection processes and contract awards including but not limited to requests for bid, qualifications, 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 Proposer may contact the Agency as specified in this ITB, to address situations such as clarifications relating to the procurement process or protest.

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

### **7.2 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 participate; that this Bid has been independently arrived at without collusion with any other Bid, competitor or potential competitor; that this Bid has not been knowingly disclosed prior to the opening of Bid's to any other Bidder or competitor; that the above statement is accurate under penalty of perjury.

### **7.3 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.

### **7.4 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 Bidder shall provide such additional requirements as may become necessary.

### **7.5 Public Entity Crimes/Scrutinized Companies/Boycott Israel List**

By submitting a Bid, each "Party" is confirming that neither the "Party" nor its subcontractors:

1. 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 Proposal 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 Proposals 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 Proposal 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.
2. Additionally, by engaging in business with the Agency, each Bidder confirms their business entity is not on the Scrutinized Companies that Boycott Israel List as described in Section 281.135, Florida Statutes or engaged in a boycott of Israel or, for goods and

services over one million dollars, Bidder's confirm they are not on any of the scrutinized company lists identified in Section 287.135, Florida Statutes or engaged in any such activity identified in that section.

- (a) A company is ineligible to, and may not, bid on or enter into a contract or renew a contract with an agency or local governmental entity for goods or services if any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel, created pursuant to Section 215.4725 of the Florida Statutes or is engaged in a boycott of Israel.
- (b) A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes or engaged in business operations in Cuba or Syria.

On a case-by-case basis, the Agency may permit those companies identified above to bid on, submit a proposal for, or enter into or renew a contract with the Agency for goods or services providing all statutory conditions outlined in Section 287.135 (4) are met.

#### **7.6 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 RFB shall be conditioned on the Contractor's compliance with the Public Records Act as provided in Section 119.0701 of the Florida Statutes.

#### **7.7 Conflicts of Interest**

The "Party" 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.

All "Parties" 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.”

#### **7.8 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.

#### **7.9 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.

#### **7.10 Appropriations Clause**

By submitting a Bid, the “Party” 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.

#### **7.11 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 Contractor 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.

#### **7.12 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.

### **7.13 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.

## **8. BIDDER'S REPRESENTATIONS**

In submitting its bid, Bidder makes the following representations:

- 1) Bidder has examined and studied the bid documents.
- 2) Bidder has visited the sites and conducted an examination of the area and has become familiar with and is satisfied as to the site conditions that may add cost, progress and performance of the equipment removal.
- 3) Bidder is familiar with all necessary federal, state and local regulations that may affect the cost, progress and performance of the work.
- 4) Based on the information received, observations and information generally known to the Bidder (as information commonly known to contractors doing business of this nature), the Bidder agrees that no further examinations, investigations, or expiration of the site is necessary to perform the work at the bid price in a timely manner.
- 5) Bidders have provided the purchasing manager written notice of any questions, concerns, conflicts, errors, or ambiguities that the Bidder has discovered in the bid documents or related to the scope of work.

1) **Equipment: 1970 Ford Fire Pumper Truck** \$ \_\_\_\_\_  
C90LVJ64187 - 4217321  
Asset # 42843

2) **Fire Hydrant / Fire Truck Connector Hose** \$ \_\_\_\_\_  
Asset # 47353

3) **"Survivalink" Defibrillator Machine** \$ \_\_\_\_\_  
Asset # 4163

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

Item #1 - 1970 Ford Fire Pumper Truck, outfitting and all interior supplies/contents included “as is” bundle package. Interior cabinets have first responder equipment and various gear.





Item # 2 - Fire Hydrant / Fire Truck Connector Hose





Item # 3 - "Survivalink" Defibrillator Machine

