

<p>INVITATION TO BID ITB # 07012019-1 ADDENDUM # 1 (Replaces Original ITB # 07012019)</p> <p>Media Equipment and Services</p> <p>THIS IS NOT AN ORDER</p>	<p align="center">Manatee County Port Authority 300 Tampa Bay Way, Suite 1 Palmetto, FL 34221</p>						
<p>Addended Bid Due Date</p> <p>Wednesday July 17th, 2019</p> <p>By no later than 2:00 PM, EST</p>	<p>All questions relating to this Invitation To Bid must be submitted in writing to the Purchasing Manager:</p> <p align="center">Sheila Neal 300 Tampa Bay Way, Suite # 1 Palmetto, FL 34221 Main: (941) 722-6621 Direct: (941) 721-2500 sneal@portmanatee.com</p>						
<p align="center"><u>Calendar of Events</u></p> <table border="0"> <tr> <td data-bbox="103 856 738 951"> <p>Thursday, June 6th, 2019 Wednesday, June 19th, 2019, 2:00 PM Friday, June 28th, 2019, 5:00 PM</p> </td> <td data-bbox="738 856 1516 951"> <p>Invitation to Bid - demandstar.com, portmanatee.com Mandatory - Bidders Meeting - NO RESPONSE Deadline for All Bidder Inquiries - NO RESPONSE</p> </td> </tr> <tr> <td data-bbox="103 972 738 1136"> <p>Friday, June 28th, 2019 Tuesday, July 9th, 2019, 2:00 PM Friday, July 12th, 2019, 4:00 PM Wednesday July 17th, 2019, 2:00 PM / 2:10 PM Thursday, July 18th, 2019, 3:00 PM</p> </td> <td data-bbox="738 972 1516 1136"> <p>ADDENDUM # 1- demandstar.com, portmanatee.com Mandatory - Bidders Meeting / Site Walk Thru Deadline for All Bidder Inquiries Deadline for Submitting Bids / Bid Opening Announcement of Awarded Bid</p> </td> </tr> </table>				<p>Thursday, June 6th, 2019 Wednesday, June 19th, 2019, 2:00 PM Friday, June 28th, 2019, 5:00 PM</p>	<p>Invitation to Bid - demandstar.com, portmanatee.com Mandatory - Bidders Meeting - NO RESPONSE Deadline for All Bidder Inquiries - NO RESPONSE</p>	<p>Friday, June 28th, 2019 Tuesday, July 9th, 2019, 2:00 PM Friday, July 12th, 2019, 4:00 PM Wednesday July 17th, 2019, 2:00 PM / 2:10 PM Thursday, July 18th, 2019, 3:00 PM</p>	<p>ADDENDUM # 1- demandstar.com, portmanatee.com Mandatory - Bidders Meeting / Site Walk Thru Deadline for All Bidder Inquiries Deadline for Submitting Bids / Bid Opening Announcement of Awarded Bid</p>
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<p>Bidder Name and Address (must be completed):</p>							
<p>Funded By: Manatee County Port Authority</p>							
<p>ACKNOWLEDGEMENT OF ANY ADDENDA and/or REVISIONS: In signing this Bid, Bidder acknowledges and affirms that its Bid complies with all terms, conditions and specifications of this ITB and any addenda, appendices or revisions thereto. If awarded a contract, Bidder will comply with all terms of its Bid and all terms, conditions and specifications of this ITB and any addenda or revisions thereto.</p>							
<p>Name of Authorized Company Representative (Type or Print)</p>	<p>Title</p>		<p>Date</p>				
<p>Signature of Authorized Company Representative Named Above</p>	<p>Phone</p>	<p>Fax</p>	<p>Email</p>				

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 where the Bid is to be delivered and the Bid Due Date.

Completing Your Bid

- Complete the Agreement(s) **provided** with the ITB. Make sure your prices and calculations are accurate. If required, provide additional written statement of what volume of work or quantity or products your company can handle under bid requirements. Do not alter the format of the Agreement.
- Assemble and attach required data specification sheets for bids.
- 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 —Original in the following order:
 1. **Signed Request for Bid Sheet** (ITB cover page)
 2. **Bid Documents including signed Instructions and Bid Form with required attachments.**
 3. **Cost Sheet.**
- 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**
 - 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 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), Applicable Bonds, Contractors License, employee list etc.
- The Contractor will be required to agree to indemnify the Manatee County Port Authority

BID INSTRUCTIONS

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 will 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 the contract awarded to a Bidder under this ITB.

"Contractor" or "Vendor" means a Bidder 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 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 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 ITB 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.

1.3 Scope of Work

The Manatee County Port Authority (MCPA) is inviting qualified service providers to Bid for upgrading the Media Equipment as described in the Scope of Work (Exhibit A). This project includes removal and replacement of existing in-place equipment.

You are bidding on the identified Scope of Work. No deviations are permitted.

Submit your Bid for the Scope of Work using the Bid Form (Exhibit B). Include all of the work in the bid prices. Include in your Bid the time to completion from notice to proceed. Bidders are required to attend a pre-bid meeting and site visit to verify existing system conditions and configurations.

1.4 Bidder Requirements

Bidders must meet all of the vendor requirements set forth in Section 5. Additionally, Bidders must provide the following information as an attachment to their bid submission:

- 1) Bidder’s license number and years of business under the license number, if applicable;
- 2) Bidder must provide the name, address and telephone number of 3 business references.
- 3) Bidder must identify if it has any of the following certifications and if so, proof of such:
 - i. Disadvantage Business Enterprise
 - ii. Minority Business Enterprise
 - iii. Woman Owned Enterprise
 - iv. Small Business Enterprise
- 4) Bidder must provide certain financial information, including its financial institution name, address, account manager, and phone. Also attach audited balance sheet for each of the last three years.
- 5) Bidder must identify its experience including:
 - i. Number of years of experience in media and technical field.
 - ii. A list of the most recent projects the bidder’s organization has had of similar type and size.
 - iii. A list of any other projects the bidder believes would be of interest.

- 6) Bidder must answer the following questions:
- i. Has the firm ever failed to complete a contract awarded to it? If yes, please explain why.
 - ii. Has a representative of the firm personally inspected the site, if required? If so, who and do you anticipate any problems or concerns? How do you plan to overcome these?
 - iii. Has any corporate officer, partner, joint venture participant, or proprietor ever failed to complete a contract awarded to them in their name or when acting as a principle of another entity? If so, why?
 - iv. Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm or any of its officers? If yes, then please provide details of such litigation.

1.5 Delivery

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

1.6 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. 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 a Bidder registers its contact information with the Purchase Manager before the deadline for registration in the Calendar of Events, then the Purchasing Manager will provide amendments 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.

1.7 Specification Exceptions, Omissions, or Errors

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

1.8 Option/Warranty Pricing

Bidder shall disclose any manufacturer warranty provided on any materials 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 Manager.

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 the Purchasing Manager via USPS or hand delivery.

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 Purchasing Manager's office indicated above on or before the date and time Bids are due. Late Bids will be rejected. Bids dated and time stamped in another office will be rejected. Bids that are not properly sealed will 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 or clearly marked will 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 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 (Exhibit B). All costs for furnishing the commodities, as set forth in 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.

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

2.5 Bidders' Meeting

The Agency will hold a public informational meeting for Bidders at the date and time provided in the Calendar of Events. This is a mandatory pre-bid event for measuring and project planning. 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 mandatory. A written record of questions asked and answered at the Bidder's meeting will be provided per Section 2.5, 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 will 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 shall be the sole judge as to compliance with the instructions contained in this ITB. Bids are firm for acceptance for sixty (60) days from date of Bid opening unless otherwise noted. Bid submittal constitutes a commitment to perform the work as specified

in accordance with the provisions herein and correct deficiencies manifested within one year of completion of the work.

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 (60) calendar days from the date of bid opening unless otherwise stated. Bidders will not be allowed to withdraw their bids after the opening time and date.

3.5 Basis for Award

The Agency will evaluate each submission and select the lowest responsive responsible bid. This determination will be based upon a number of factors including price, functionality and timing 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, 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.

3.6 On Site Evaluation

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

3.7 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.

3.8 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 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 Agency 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 does not apply to any person or entity that is only a stockholder, and that 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 must 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 must state with particularity the facts and law upon which the protest is based. The formal written protest must 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 must be filed with the 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 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 will 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 will 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 will be upon the basis of this statement.

5. VENDOR REQUIREMENTS

5.1. 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 six (6) 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 or specifications of this contract must be submitted in writing and approved by the Agency with a signed change order. No minimum fee is allowed on change orders.

5.2 E-Verify

The Agency, Vendor, and any subcontractor must 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 Sheet will result in rejection of the Bid. Failure to submit required capacity information (volume or quantity) as instructed will 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 will 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 7.3 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 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 are not subject to any increase for thirty (30) calendar days from the date of the award. Any price increase proposed will be submitted to the Agency thirty (30) calendar days before the proposed effective date of the price increase, and will be limited to fully documented cost increases to the Vendor which are demonstrated to be industry wide. The Agency will 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 PRICING CONSIDERATIONS

A. Insurance

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

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/Tariff/Tariff.pdf>.

B. Port Manatee Access Requirements

1. Port Manatee is regulated under the provision of the Maritime Transportation Security Act of 2002 (MTSA). Individuals accessing Port Manatee must comply with provisions of the applicable regulations and the associated elements of Port Manatee's approved Facility Security Plan.
2. These provisions include:
3. 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.
4. 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. Additional information for temporary access or any other questions are available by contacting Port Manatee Access Control Security office at 941-722-6455.

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.
- b) Any and all bid submissions must be a turnkey solution and include all associated installation costs.

8. ADDITIONAL TERMS AND CONDITIONS

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

8.1 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.

8.2 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.

8.3 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.

8.4 Additional Goods or Services

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

9. Public Entity Crimes / Scrutinized Companies / Boycott Israel List

By submitting a Bid, each Bidder is confirming that neither the Bidder 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 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.

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 287.135, Florida Statutes or engaged in a boycott of Israel or, for goods or services over one million dollars, Bidders 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, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of 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 List, 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.

9.1 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 Contractor 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.

9.2 Conflicts of Interest

The Bidder represents that it presently has no interest and will acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required under this Contract. The Bidder further represents that no person having any such interest will 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 under this Contract. Such written notification will 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.

9.3 Inspector General Cooperation

The Bidder and any Subcontractors', agree to comply with Section 20.055(5) of the Florida Statutes and agree to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to said section.

9.4 Unauthorized Aliens

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

9.5 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.

9.6 Legal Requirements.

All applicable provisions of federal, state, county, and local laws including all ordinances, rules, and regulations will 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.

9.7 Indemnification

The Bidder acknowledges and agrees that to the fullest extent permitted by law, 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.

9.8 Bidder's Representations

In submitting its bid, Contractor makes the following representations:

1. Contractor has examined and studied the bid documents.
2. Contractor has visited the site and conducted an examination of the area, if necessary, and has become familiar with and is satisfied as to the site conditions that may affect cost, progress and performance of the work.
3. Contractor 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 Contractor (as information commonly known to contractors doing business of this nature), the Contractor agrees that no further examinations, investigations, or expiration of the site is necessary to perform the work at the bid price and within the bid timeframe as specified in the bid submitted.
5. Contractor has provided the purchasing manager written notice of any questions, concerns, conflicts, errors, or ambiguities that the Contractor has discovered in the bid documents or related to the scope of work.

Name of Authorized Company Representative (Type or Print)	Title		Date
Signature of Authorized Company Representative Named Above	Phone	Fax	Email

CONTRACT FOR MEDIA EQUIPMENT AND SERVICES
Invitation to Bid NO: # 0701019-1

THIS CONTRACT is dated as of _____ day of _____ in the year _____ by and between Manatee County Port Authority, whose address is 300 Tampa Bay Way, Suite 1, Palmetto, FL 34221 (“Authority”) and _____, whose address is _____ and is authorized to do business in the State of Florida (“Contractor”), (collectively, the “Parties”).

In consideration of the promises and mutual covenants contained in this Contract, the Parties agree as follows:

1. Scope of Work: Contractor shall complete all Work described in the attached Scope of Work, at (Exhibit D) including providing all commodities and services identified.

The commodities delivered will be within ___ calendar days after both Contractor and Authority sign the Contract and Authority issues a notice to proceed to Contractor. Time is of the essence.

2. Compensation:

The amount to be paid under this Contract is based on the prices supplied by the Contractor in the Bid submittal. The Contractor agrees, for due consideration, a not to exceed amount identified on the cost sheet (Exhibit B) \$_____, and at its own expense to do all work and furnish all materials, equipment, supplies and labor necessary to fulfill this Contract in the manner and fullest extent as set forth in this Contract.

Compensation for services completed by the Contractor will be paid in accordance with Section 218.70, Florida Statutes, and Florida’s Prompt Payment Act.

Services to be performed in accordance with this Contract are subject to the annual appropriation of funds by the Authority. In its sole discretion, the Authority reserves the right to forgo use of the Contractor for any project which may fall within the Scope of Services/Work listed in this Contract. In the event the Authority is not satisfied with the services provided by the Contractor, the Authority will hold any amounts due until such time as the Contractor has appropriately addressed the problem.

3. Warranty: In addition to any warranty implied by fact or law, Contractor expressly warrants all items to be free from defects in design, workmanship and materials; to conform strictly to applicable specifications, drawings, approved samples, if any; and to be fit and sufficient for the purpose intended, and to be merchantable. Such warranties, together with all other service warranties of Contractor, shall run to the Authority. All warranties shall survive inspection, test, acceptance of and payment by the Authority. In the event of breach of warranty, the Authority may, at its option, either return for credit or require prompt correction or replacement of the

defective or nonconforming material to the satisfaction of the Authority. In the event that Contractor is unable to correct or replace the same, the Authority, at its elect, may correct or replace the same and Contractor shall reimburse the Authority for the full cost of making such correction or replacement. All UCC implied and expressed warranties are incorporated into the Contract and Contractor shall transfer all warranties to the Authority.

4. Insurance

A. Insurance. Contractor shall obtain insurance coverage meeting the requirements of Port Manatee Tariff Item 250, Insurance, available online at <http://www.portmanatee.com/Portals/0/business/Tariff/Tariff.pdf>. If the link has changed, there should remain access via the homepage at portmanatee.com. Contractor must provide the Port Authority with certificates of insurance demonstrating compliance with Tariff Item 250, Insurance.

5. Contractor's Compliance with all Laws. At all times, Contractor, at its sole expense, will comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and Authority, which are in effect at the time of execution of this Contract or are adopted at any time following the execution of this Contract.

6 Indemnification: To the fullest extent permitted by the law, Contractor shall indemnify and hold harmless Authority 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 (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Scope of Work to the extent caused by any negligent act or omission of Contractor or anyone for whose acts Contractor may be liable or the Contractor's heirs, subcontractors, employees, agents, or invitees acts or omissions on Port property. This indemnification will not be limited by any limitation under workers' compensation acts, disability benefit acts, other employee benefit acts or any amounts of insurance. This indemnification will survive one year following the expiration or termination of this contract.

7. Documents Constituting Entire Contract. The following documents are incorporated and made part of this Contract:

1. Invitation to Bid, ITB # 07012019-1 - Media Equipment and Services, submitted by and signed by Contractor
2. Bid Form (Exhibit B), submitted by Contractor on the ____ day of _____, 2019
3. Scope of Work (Exhibit A) Media Equipment and Services

All exhibits may also be collectively referred to as the "Documents."

There are no Contract Documents other than those listed above.

9. Termination. Upon 24 hours written notice (may be delivered by electronic mail), the Authority may terminate this Contract without cause. In the event of termination of this Contract by the Authority, and not by the fault of the Contractor, the Authority will compensate the Contractor for all authorized services performed prior to the effective date of termination. Contractor will not be paid for loss of anticipated overhead, profits, or revenue or other economic loss arising out of such termination.

10. Sovereign Immunity. The Authority expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Contract to the contrary, which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the Authority for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the Authority which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

11. Public Records. All comments, papers, letters, maps, books, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristic, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by the Authority are public records of the Authority in accordance with the Florida Constitution and Florida Statutes. Every person has the right to examine, inspect and/or copy any such public records not specifically made exempt therefrom by provisions of the Florida Statutes. Any financial or proprietary information relating to the Contractor transmitted to the Authority may be a public record subject to disclosure to a requesting third person.

The Contractor agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to Section 119.0701 of the Florida Statutes. Documents which are considered public records herein under Florida law include, but are not limited to: records related to the entry, management and implementation of the Contract itself; emails/correspondence between the Authority and the Contractor related to the Contract; emails or correspondence from all other entities related to the Contract (i.e., subcontractors, suppliers, vendors, etc.); billing and related documents; plans or other documents that may be necessary, reports, etc.; subcontracts; and all vendor invoices. The Contractor agrees, to the extent required by law, to:

1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the Contract;

2. Provide the public with access to the public records under the same terms and conditions that the Authority would provide the records and at a cost that does not exceed the cost provided for by law;
3. Ensure that the public records that are exempt or confidential, and exempt from public record disclosure requirements, are not disclosed, except as authorized by law; and
4. Meet all requirements where retained public records and transfer, at no cost, to the Authority, all public records in possession of the Contractor, upon termination or completion of the Contract and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the Contractor agrees that all records stored electronically shall be provided to the Authority in a format that is compatible with the information technology systems of the Authority. The Contractor shall promptly provide the Authority with a copy of any request to inspect or copy public records that Contractor receives and a copy of the Contractor's response to each request. The Contractor understands and agrees that failure to provide access to the public records shall be a material breach of the Contract and grounds for termination.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE AUTHORITY AT (941) 722-6621.

THE CONTRACTOR ACKNOWLEDGES THAT THE AUTHORITY CANNOT AND WILL NOT PROVIDE LEGAL OR BUSINESS ADVICE TO THE CONTRACTOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE CONTRACTOR ACKNOWLEDGES THAT IT WILL NOT RELY ON THE AUTHORITY OR ITS ATTORNEY TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE AND THAT CONTRACTOR HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT.

12. Independent Contractor. This Contract does not create an employee/employer relationship between the Parties. It is the Parties' intention that the Contractor, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not

an employee of the Authority for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The Contractor will retain sole and absolute discretion in the judgment on the manner and means of carrying out the Contractor's activities and responsibilities under this Contract.

13. Miscellaneous Terms.

1. Governing Law and Venue. This Contract is governed by the laws of the State of Florida. Venue for the purposes of any suit, action, or other proceeding arising out of, or relating to, this Contract shall be solely within the Twelfth Judicial Circuit, in and for Manatee County, Florida for state actions and solely in the United States District Court of the Middle District of Florida, Tampa Division for federal actions. In the event of any dispute that occurs between the Parties, which results in litigation and a subsequent award or decree against either party it is agreed that entitlement to post judgment interest to either party and their attorney will be fixed by the proper court at a rate of 5% per annum simple interest. Under no circumstances will either party be entitled to pre judgment interest and the Parties expressly acknowledge to the extent allowed by law they hereby opt out of any provision of federal or state statutes not in agreement with this.
2. Inspection. Contractor and any Subcontractors understand and will comply with Section 20.055(5) of the Florida Statutes and thereby agree to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to that section.
3. Validity, Severability and Reformation. The validity, interpretation, construction, and effect of this Contract will be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this Contract held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions will continue to be valid and binding upon the Parties. The Parties agree that this Contract will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the original intention of the stricken provision.
4. Assignment and Construction of Contract. Any assignment of this Contract, without the Authority's written consent, is void. The Parties agree that in any event of litigation concerning the construction of this Contract or interpretation of any

language used in this Contract, that this Contract and any of its provisions will not be construed against the Authority by virtue of this Contract having been drafted by the Authority.

5. Entire Agreement/Interpretation. This Contract embodies the entire agreement of the Parties. There are no promises, terms, conditions or allegations other than those contained in this Contract, and this document will supersede all previous communications, representations, and/or agreements whether written or verbal between the Parties. Paragraph headings are inserted for convenience only and do not constitute counterparts to the general conditions.
6. Waiver. Failure to insist upon strict compliance with any terms, covenants or conditions of the Contract will neither be deemed a waiver of such, nor will any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach. Any waiver, alteration or modification of any of the provisions of the Contract, or cancellation or replacement of this Contract, will not be valid unless in writing and signed by the Parties.
7. Notices. Unless otherwise provided in this Contract, any notice or communication which the Parties may desire to give will be deemed sufficiently rendered or given if the notice is in writing and sent by personal delivery, or via certified mail, return receipt requested, addressed to the addresses stated above. The time of rendition of such notice or communication will be deemed to be the time when the same is mailed, left or delivered as provided in this Contract. Either party may provide a change of address notice, with said change of address notice effective upon receipt.
8. Survival. All representations, indemnifications, warranties and guarantees made in or required by or given in accordance with this Contract, as well as continuing applications indicated in the Contract, will survive final payment completion, acceptance of work or termination or completion of Contract or termination of the services by the contractor.

IN WITNESS WHEREOF, Authority and Contractor have signed this Contract.

This Contract will be effective on _____, 2019 (the "Effective Date").

MANATEE COUNTY PORT AUTHORITY

By: _____
Executive Director or "Designee"

WITNESSES:

CONTRACTOR

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

License No.: _____

(when applicable)

EXHIBIT A - SCOPE OF WORK

ITB # 07012019-Media Equipment and Services

Project: Removal and Replacement of all cameras and audio visual media equipment in the Port Authority Meeting Chambers for High Definition broadcasting and recording functions. When choosing equipment, keep in mind that we are interested in the quality, function and affordability.

Equipment List

1. (4) HIGH DEFINITION FULL COLOR LIVE STREAM CAPABLE CAMCORDERS – 2019 Model
2. (2) FULL HD - LED TV MONITORS - 70" SCREEN – 2019 Model
3. (2) FULL HD - LED TV MONITORS - 60" SCREEN – 2019 Model
4. (2) HIGH SPEED HDMI CABLE BLACK – 6' FT
5. (4) MICRO CONVERTERS HDMI TO SDI WITH POWER SUPPLY
6. RG-59/U CABLE – BNC - MALE TO MALE EXTENSION CONNECTOR ADAPTER – RF PROFESSIONAL U-GRADE - MUST HAVE JACK PLUG FOR VIDEO SECURITY – CCTV SYSTEMS, OSCILLOSCOPE COAXIAL CABLE - 25 FT'
7. (1) RG-59/U CABLE - HD-SDI MALE/MALE - EXTENSION CONNECTOR ADAPTER RF U-GRADE MUST HAVE JACK PLUG FOR VIDEO SECURITY – CCTV SYSTEMS, OSCILLOSCOPE COAXIAL CABLE - 50 FT'
8. (1) HDMI WITH REDMERE CHIPSET – 50 FT'
9. (1) MD-HX MINIATURE HDMI/SDI CROSS CONVERTER WITH SCALING & FRAME RATE CONVERSION
10. (1) ACTIVE HDMI WITH REDMERE CHIPSET – 35 FT'
11. (1) 1 x 2 HDMI SPLITTER
12. (1) HDBT 4x3 VIDEO MIXER
13. (2) ARM MOUNT WALL DISPLAYS FOR 60" – 100" DISPLAY MONITORS
14. (1) TILT MOUNT WALL MOUNT FOR 60" - 100" DISPLAY MONITOR
15. (2) FLAT WALL MOUNT FOR 60" – 100" INCH TV

16. (3) HDMI CABLES – 6 FT' (1) HDMI SINGLE CABLE EXTENDER
17. (2) H10 – WIRELESS LAPEL MIC SYSTEMS – 2019 Model
18. (2) DUAL CHANNEL HANDHELD WIRELESS SYSTEM – 2019 Model
19. (2) J10 HANDHELD VOCAL MICROPHONES – 2019 Model
20. (8) 18" GOOSE NECK MICROPHONES WITH DESKTOP BASES, MUST HAVE LOGIC FUNCTIONS, PROGRAMMABLE SWITCH, LED LIGHT INDICATORS AND SNAP-FIT FOAM WINDSCREENS MINIMUM 10" DESKTOP CABLE – 2019 Model

Contractor shall provide all of the necessary labor, equipment, components, supplies and materials for removal and replacement of all existing equipment and perform the work according to industry standards and regulatory requirements. Contractor shall identify and abide by all applicable laws, regulations and codes. Contractor shall implement all necessary safety measures for project operations.

Contractor will purchase and deliver all equipment and components. All equipment and components must be new.

The project site location is: 1905 Intermodal Circle, 3rd Floor - Suite # 1 - Palmetto, FL 34221. Contractor shall coordinate equipment shipping and receiving directly with Project Coordinator and/or the Purchasing Manager.

Any and all existing removed equipment will be removed by Project Coordinator daily; all existing equipment is solely owned by the Manatee County Port Authority. Contractor shall report any conflicts as soon as discovered.

Contractor shall clean up and remove any debris from the work site, restore facility and all areas and infrastructure beyond the work limits to its pre-construction state and functionality. Should facility damage occur, all repairs will be made prior to the final retainage disbursement.

All Work is deemed complete only upon satisfaction of the "Authority".

Exhibit B – Quote / “Bid Form”

Project: Remove and Replace all cameras and visual media equipment in the Port Authority Meeting Chambers for High Definition broadcasting and recording for port authority meeting operations.

This project is classified as a turn-key equipment upgrade.

The contractor will purchase all equipment and components, deliver and install at the project site located on the 3rd Floor of the Manatee County Port Authority Intermodal Facility located at 1905 Intermodal Circle, Suite # 1 - Palmetto, FL 34221.

1. (4) HIGH DEFINITION FULL COLOR LIVE STREAM CAPABLE CAMCORDERS (2019 Model)
2. (2) FULL HD - LED TV MONITORS - 70” SCREEN (2019 Model)
3. (2) FULL HD - LED TV MONITORS - 60” SCREEN (2019 Model)
4. (2) HIGH SPEED HDMI CABLE BLACK – 6’ FT
5. (4) MICRO CONVERTERS HDMI TO SDI WITH POWER SUPPLY
6. RG-59/U CABLE – BNC - MALE TO MALE EXTENSION CONNECTOR ADAPTER – RF PROFESSIONAL U-GRADE - MUST HAVE JACK PLUG FOR VIDEO SECURITY – CCTV SYSTEMS, OSCILLOSCOPE COAXIAL CABLE - 25 FT’
7. (1) RG-59/U CABLE - HD-SDI MALE/MALE - EXTENSION CONNECTOR ADAPTER RF U-GRADE MUST HAVE JACK PLUG FOR VIDEO SECURITY – CCTV SYSTEMS, OSCILLOSCOPE COAXIAL CABLE - 50 FT’
8. (1) HDMI WITH REDMERE CHIPSET – 50 FT’
9. (1) MD-HX MINIATURE HDMI/SDI CROSS CONVERTER WITH SCALING & FRAME RATE CONVERSION
10. (1) ACTIVE HDMI WITH REDMERE CHIPSET – 35 FT’
11. (1) 1 x 2 HDMI SPLITTER
12. (1) HDBT 4x3 VIDEO MIXER
13. (2) ARM MOUNT WALL DISPLAYS FOR 60” – 100” DISPLAY MONITORS
14. (1) TILT MOUNT WALL MOUNT FOR 60” - 100” DISPLAY MONITOR
15. (2) FLAT WALL MOUNT FOR 60” – 100” INCH TV

Exhibit B – Quote / “Bid Form”

- 16. (3) HDMI CABLES – 6 FT’ (1) HDMI SINGLE CABLE EXTENDER
- 17. (2) H10 - WIRELESS LAPEL MIC SYSTEMS (2019 Model)
- 18. (2) DUAL CHANNEL HANDELD WIRELESS SYSTEM (2019 Model)
- 19. (2) J10 HANDHEALD VOCAL MICROPHONES (2019 Model)
- 20. (8) 18” GOOSE NECK MICROPHONES WITH DESKTOP BASES, MUST HAVE LOGIC FUNCTIONS, PROGRAMMABLE SWITCH, LED LIGHT INDICATORS & SNAP-FIT FOAM WINDSCREENS MINIMUM 10” DESKTOP CABLE (2019 Model)

Project Bid: \$ _____

Project Timeline from Date of Notice to Proceed: _____

Signature:

Title:

Date:

Company Name:

Exhibit C - CONTRACTOR'S AFFIDAVIT

STATE OF FLORIDA
MANATEE COUNTY

Before me, the undersigned authority, personally appeared _____
_____, who, being duly sworn, deposes and says of his or her personal
knowledge that:

1. He or She is the _____ of _____, which does business in
the State of Florida, hereinafter referred to as the Contractor.

2. Contractor, pursuant to contract with the **Manatee County Port Authority**, hereinafter referred to as
"Authority", has furnished or caused to be furnished labor, materials, and services for the construction of
certain improvements to real property located in Manatee County, Florida as more particularly set forth in said
contract.

3. Said improvements have been fully completed and the Contract For Phase I - Track Rehab Project
("Construction Contract") entirely performed to the final stage of pay out as prescribed in the Construction
Contract between Contractor and Authority, and that all lienors as defined by Chapter 713, Florida Statutes,
have been paid all sums due them up to the date of this Affidavit except the following ones who are due the
respective amounts set opposite their respective names:

<u>Name</u>	<u>Amount</u>

4. There is now due Contractor a Final Payment for the payout stage mentioned above under the
Construction Contract in the amount of \$_____, leaving the amount of
\$_____ to be paid upon completion of all punch list items; that Contractor has in no
way assigned, pledged, or hypothecated the Construction Contract or any amount due or to become due
thereunder; that payment to Contractor of said sum shall constitute a full release by Contractor of any and all
claims arising out of the Construction Contract.

5. Contractor has not entered into any agreement by which any security interest under the Uniform
Commercial Code has attached to the above described property.

6. Affiant is an officer of the Contractor having personal knowledge of the foregoing facts and duly
authorized to execute this Affidavit.

7. This Affidavit is made for the purpose of inducing Authority to pay and disburse the Final Payment
for the final stage of pay out of the Construction Contract hereinabove mentioned.

CONTRACTOR

BY: _____

FOR: _____

Sworn to and acknowledged before me this _____ day of _____, 20__, by _____ of _____, a Florida corporation, on behalf of the corporation.

He/she is personally known to me or has produced a Florida driver's license as identification.

_____, Notary Public, Commission No. _____

_____, Name of Notary type, printed or stamped