



General Terms and Conditions

1. **GENERAL CONDITIONS:**

The Bidders hereby declare they have carefully read the solicitation and its provisions, terms and conditions covering the equipment, materials, supplies or services as called for, and fully understand the requirements and conditions. We certify the solicitation is made without prior understanding, agreement, or connection with any corporation, firm, entity, or person submitting a bid for the same goods/services (unless otherwise specifically noted), and is in all respects fair and without collusion or fraud. We agree to be bound by all of the terms and conditions of this solicitation and certify we are authorized to sign this bid for the Bidder.

It is the Bidder's responsibility to assure your bid is submitted by the proper day and time. Any/all bids received after the date and time specified will not be accepted.

2. **SIGNED BID CONSIDERED AN OFFER AND ACCEPTANCE:**

The contents of the submitted bid/response of the successful Bidder will become their contractual obligation when said offer is accepted with approval by the City of Ocala (City). Failure of the successful Bidder to accept these obligations in the contract may result in cancellation of the award, along with such Bidder being removed from future participation. The City reserves the right to request the Bidder modify their bid/response to more fully meet the needs of the City. In case of default on the part of the Bidder after such acceptance, the City may take such action, as it deems appropriate including legal action for damages or specific performance. A signed bid response includes electronic signatures and initials.

3. **SUBMISSION OF MULTIPLE BIDS/RESPONSES:**

No proposer may submit multiple bids/responses. Only one (1) submittal will be accepted per individual owner(s)/partners.

4. **BID EVALUATION:**

The evaluation of bids and the determination as to equality of products offered shall be the responsibility of the City, and will be based on information furnished by the Bidder.

5. **MISTAKES:**

Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at Bidder's risk. In case of mistake in extension, the unit price will govern.

6. **ADDITION/DELETION:**

The City of Ocala reserves the right to add to or delete any item from a bid or resulting award when deemed to be in the best interest of the City.

7. **COST INCURRED IN RESPONDING:**

All costs directly or indirectly related to bid response preparation, representation or clarification shall be the sole responsibility of, and be borne by, the Vendor.

8. **GENERAL INDEMNITY:**

The Bidder/Vendor shall indemnify and hold harmless the City and their elected officials, employees and volunteers from and against all claims, damages, losses and expenses, including legal costs, arising out of or resulting from the performance of this contract, provided that any such claim, damage, loss or expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the Bidder/Vendor.

9. **PATENT AND ROYALTY INDEMNITY:**

The Bidder, without exception, shall indemnify and save harmless the City, its officers, agents and employees from liability of any nature of kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Bidder uses any design, device, or materials covered by letters of patent or copyright, it is mutually agreed and understood without prices shall include all royalties or cost arising from the use of such design, device, or materials in any way used in performance of the Bidder's work.

10. **LITIGATION:**

In the event of any litigation between the parties arising out of this contract, the prevailing party shall be reimbursed by the other party for all attorneys' fees so incurred. Venue for any such litigation shall be Marion County, Florida. The entire agreement shall be governed by the laws of the State of Florida.

11. **RFP/ITN/LOI SELECTION PROCESS (if applicable):**

In general, the City wishes to avoid the expense (to the City and to proposing firms) of unnecessary presentations. Therefore, the City will make every reasonable effort to achieve the ranking/selection using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, the City may shortlist proposals and require those proposers to make oral presentations, participate in interviews, or answer questions. These presentations, interviews, and questions would provide an opportunity for the proposer to demonstrate their qualifications, approach to the project, and ability to furnish the required services. If required, presentations would be to an evaluation committee and/or City Council members and Mayor.

The City reserves the right to conduct personal interviews or require presentations of any or all proposers prior to selection. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e., travel, accommodations).

12. **RFP/ITN/LOI SELECTION COMMITTEE (if applicable):**

The committee may consist of representatives from the City of Ocala, and other appropriate representatives. The City reserves the right to adjust the makeup of the selection committee. The evaluation and selection schedule will be announced either within the solicitation document, or with the posting of a Public Notice.

13. **RFP/ITN/LOI AWARD (if applicable):**

The City anticipates award to the firm who submits a proposal judged by the City to be the most advantageous. The City reserves the right to make award(s) by individual service/item, aggregate or none, or a combination thereof; to cancel the solicitation, reject any and all proposals, or waive any minor irregularity or technicality in proposals received. The proposer understands this RFP does not constitute an agreement or a contract with the proposer.

14. **BID AWARDS:**

The City reserves the right to make award(s) by individual item, aggregate or none, or a combination thereof; with one or more suppliers; to cancel the bid, reject any and all bids, or waive any minor irregularity or technicality in bids received. When it is determined there is no competition to the lowest responsive Bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions unless his/her bid has been evaluated as being responsive. The City reserves the right to make an award to more than one Bidder.

15. **BID AWARDS CRITERIA:**

Award(s) of bid will be made based upon the lowest bid meeting specifications, after taking into account all other considerations and mandatory requirements:

- A. Compliance to the specifications.
- B. Cost.
- C. Warranty (if applicable).
- D. Delivery.
- E. Past Experience.
- F. Drug Free Workplace Affidavit.
- G. Certified DBE vendor/subcontractors.

16. **AWARD OF TIE BIDS:**

A thorough review of all tie bids shall be conducted by the Buyer. Award recommendations shall be based upon the following:

- A. Delivery dates.
- B. Location of the Vendor.
- C. Certified DBE vendor/subcontractors.
- D. Drug Free Workplace.

In case of a tie, general preference will be given to businesses with Drug-Free Workplace Programs in accordance with Section 287.087, Florida Statutes.

If all factors and conditions relating to the bids are equal, then the tie bid will be awarded to the local Vendor. If the other vendor is local, the vendor with the highest percentage of DBE participation will be awarded the bid. In the cases where two local vendors without DBE participation have a tie bid, a coin toss will be conducted. The coin toss will be conducted by the Buyer with one witness from outside the Procurement Department.

17. **AWARD TO NEXT RATED BIDDER:**

In the event of default by the awarded Vendor, the City reserves the right to utilize the next rated Bidder meeting specifications as the new awarded Vendor. In the event of this occurrence, the next rated Bidder meeting specifications shall be required to provide the bid items at the prices as contained on their proposal or bid for this specification.

18. **AMENDMENTS TO BID:**

If it becomes necessary to revise or amend any part of a Bid, the Buyer will furnish the revision by written Addendum, Comment, and/or Questions and Answers. Any addenda, comment, and questions and answers will be posted on the City's e-Procurement System, ProRFx at <http://prorfx.com/> or <http://www.bidocala.com/> under the appropriate solicitation. Addenda, Comments, and Questions and Answers, should be reviewed and accepted by the Bidder however; lack of review does not excuse the bidder from adherence to any amendments to the bid.

19. **BID REJECTION:**

City reserves the right to reject any or all Bids, including without limitation the rights to reject any or all non-conforming, non-responsive, unbalanced, or conditional Bids. City further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsive.

20. **POSTPONEMENT OF BIDS:**

If there is a discrepancy with the scope of work or unit of measure that would be unfair to the Bidders, the City of Ocala may postpone the bid opening at any time in order to make corrections.

21. **BID PROTESTS:**

Any Bidder who disputes the reasonableness, necessity or competitiveness of the terms and conditions of a solicitation, bid selection, contract award or intended contract award shall file such protest in compliance with the City of Ocala Procurement 2014 Policy.

22. **QUOTE DISPUTE:**

Any vendor who disputes the reasonableness, necessity or competitiveness of the terms and conditions of the Request for Quote, specifications, selections, award or intended award shall file such dispute with the Buyer. If the Buyer cannot provide resolution or satisfaction to the Vendor, then the dispute will be forwarded to the Procurement Director, who has final authority to resolve quote disputes.

23. **CONTRACT CHANGES:**

No changes, over the contract/award period, shall be permitted unless prior written approval is given by the Buyer and, where applicable, confirmed through formal acceptance by the City Council.

24. **MINIMUM ORDER:**

If bidder wishes to set a minimum order amount, he/she must indicate so within the bid response and will be considered only if determined to be in the best interest of the City.

25. **DELIVERY:**

Bidder agrees to furnish and deliver as indicated, FOB CITY OF OCALA FACILITY LOCATION, with all transportation charges prepaid, and for the prices quoted/bid. Delivery date and warranties must be written out and submitted with bids. We insist delivery dates, as specified, be met.

26. **CONDITION AND PACKAGING:**

It is understood and agreed any item offered or shipped as a result of this bid shall be new (current model at the time of the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

27. **INVOICING AND PAYMENT:**

Unless otherwise agreed to by the City, payment terms will be thirty (30) days net, from receipt of invoice unless an appropriate prompt payment discount is provided and accepted. All invoices shall bear the purchase order number or City of Ocala contract number. Payment for partial shipments may not be made unless specified in the bid. In addition to the purchase order or contract number, the invoice shall bear the Vendor FEID number (Federal Employer Identification Number). An original invoice shall be submitted to address listed on Purchase Order or contract.

Failure to follow these instructions may result in delay in processing invoices for payment. In addition, the purchase order or contract number must appear on bills of lading, packages, cases, delivery list and correspondence.

28. **NON-FUNDING CLAUSE:**

In the event sufficient budgeted funds are not available or depleted, the City shall notify the Vendor of such occurrence, and contract shall terminate without penalty or expense to the City.

29. **PAYMENT; ELECTRONIC PAYMENT:**

Payment will be made by the City after all work has been performed and inspected and found to be in complete compliance with the specifications. [The City of Ocala now requires awarded firms to accept payments as electronic EFT credits into a designated company bank account.](#) The City will compensate the vendor using an EFT payment or VISA payment, see section below.

30. **VISA ACCEPTANCE:**

The City of Ocala has implemented a Procurement card program, using the Visa platform. Vendors may receive payment from the City by the Procurement card in the same manner as other Visa purchases. Visa acceptance is preferred but is not the exclusive method of payment. Please indicate if you are unable to accept Visa in your bid response.

31. **PRICES, TERMS, AND PAYMENT:**

Firm prices shall be bid and include all services rendered to the purchaser.

A. TAXES: The City of Ocala does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The following exemption number appears on the face of the purchase order: Florida Sales Tax Exemption Number: 85-8012621655C-9, Federal Tax Number 59-6000392.

B. DISCOUNTS: Cash discount for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

32. **QUANTITIES:**

The quantities as specified solicitations are estimates only and are not to be construed as guaranteed minimums.

33. **DISPUTES:**

In case of any doubt or difference of opinion as to the items to be furnished hereunder; the decision of the City shall be final and binding on both parties.

34. **EXTENSION:**

In addition to any extension options contained herein, the City of Ocala is granted the right to extend any award resulting from this bid for the period of time necessary for the City to release, award and implement a replacement bid for the goods, products and/or services provided through this bid. Such extension shall be based upon the same prices, terms and conditions as existing at the time the City of Ocala exercises this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.

35. **ASSIGNMENT:**

The rights, obligations, and duties of the Vendor and City pursuant to a Solicitation/Agreement are restricted solely to the terms contained within and shall not be assigned or transferred without the express, written authorization of the other party. Any attempted assignment will be void and of no effect.

36. **CITY'S RIGHT TO WITHHOLD PAYMENT:**

In the event City becomes informed that any representations of Vendor provided in its monthly billing, are wholly or partially inaccurate, City may withhold payment of sums then or in the future otherwise due to Vendor until the inaccuracy and the cause thereof, is corrected to City's reasonable satisfaction.

37. **SOLICITATION DOCUMENTS:**

The City of Ocala (City) has no responsibility for the accuracy, completeness or sufficiency of any bid documents obtained from any source other than the official City links below:

Bid Ocala: <http://www.bidocala.com/>

ProRFx: <http://prorfx.com/>

Obtaining these documents from any other source(s) may result in obtaining incomplete and inaccurate information. Obtaining these documents from any source other than directly from the source listed herein may also result in failure to receive any addenda, corrections, or other revisions to these documents that may be issued.

38. **USE OF OTHER CONTRACTS:**

The City of Ocala reserves the right to utilize any City of Ocala contract, State of Florida Contract, city or county governmental agencies, school board, community college/state university system cooperative bid agreement. The City of Ocala reserves the right to separately bid any single order or to purchase any item on the bid if it is in the best interest of the City of Ocala.

39. **CANCELLATION FOR DEFAULT:**

This contract is critical to the City of Ocala and the City reserves the right to immediately cancel or annul whole or any part of this contract due to failure of the Vendor to carry out any obligation, term, or condition of the contract. The City will issue a written notice of default effective at once and not deferred by any interval of time. Default shall be for acting or failing to act as in any of the following:

- A. The Vendor provides material that does not meet the specifications of the contract;
- B. The Vendor fails to adequately perform the services set forth in the specifications of the contract;
- C. The Vendor fails to complete the work required or furnish the materials required within the time stipulated in the contract;
- D. The Vendor fails to make progress in the performance of the contract and/or gives the City reason to believe the Vendor will not, or cannot, perform to the requirements of the contracts.

The City may resort to any single or combination of the following remedies:

- A. Cancel any contract;
- B. Reserve all rights or claims to damage for breach of any covenants of the contract;
- C. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliance with the specifications the actual expense of testing will be borne by the Vendor;
- D. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the needs of the City. The City may recover any actual excess costs from the Vendor by:
 1. Deduction from an unpaid balance;
 2. Collection against the bid and/or performance bond, or;
 3. Any combination of the above or any other remedies as provided by law.

40. **SUSPENSION OF PAYMENT AND/OR TERMINATION:**

Payment of the amounts due under this contract will be made on a monthly basis. Payments will be made by the City at the end of each satisfactory month of service. Should Vendor fail to perform the service required under this contract then the City may, at its option, retain any, or all, of the monthly payment otherwise due until any service discrepancies are corrected. Repeated service discrepancies on behalf of the Vendor shall entitle the City to terminate this contract without notice, and retain any past due payments otherwise owing under this contract as liquidated damages.

41. **SAFETY STANDARDS:**

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Federal Occupational Safety and Health Act (OSHA), American National Standards Institute Safety Standards, and any Florida standards thereunder.

42. **SAFETY DATA SHEETS:**

Vendor, as a result of award of a solicitation, delivering any toxic substance item defined in §1013.49, Florida Statute, shall furnish a Material Safety Data Sheet (MSDS) to the Procurement Department. The MSS shall be provided with the initial shipment and shall be revised on a timely basis as appropriate.

Vendors shall furnish new Safety Data Sheets (SDS) when available as the Globally Harmonized System (GHS) of Classification and Labeling of Chemicals is phased in to replace MSDS's, no later than June 1, 2016. SDS's shall be provided with the first available shipment of each hazardous material as they become available in addition to file copies to the Procurement Department.

The MSDS/SDS must include the following information:

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
 1. The potential for fire, explosion, corrosion and reactivity.
 2. The known acute and chronic health effects of risks from exposure, including the medical conditions, which are generally recognized as being aggravated by exposure to the toxic substance,
 3. The primary route of entry and symptoms of overexposure.
- C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substance; including appropriate emergency treatment in case of overexposure.
- D. The emergency procedure for spills, fire, disposal, and first aid.
- E. A description in lay mans terms of known specific potential health risks posed by the toxic substance intended to alert any person reading the information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

Vendors must comply with this procedure along with the Florida Right-to-Know law (F.S. 442) and the Federal Hazard Communications Standards (29 CFR 1910.1200) all other applicable laws.

43. **SAFETY AND ENVIRONMENTAL:**

Vendor is responsible at all times for precautions to achieve the protection of all persons including employees and property. The Vendor shall make special effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, or injury to their employees, or property damage. EPA, DEP, OSHA, and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. All hazardous spills, accidents, injuries or claims or potential claims shall be reported promptly to the City Risk Management Department.

44. **WORKSITE AND PROTECTION:**

The Vendor shall keep the premises free from accumulation of waste materials, rubbish and other debris resulting from the work. At the completion of the work, they shall remove all waste materials, rubbish and debris from and about the premises, as well as tools, equipment and shall leave the site clean. The Vendor shall restore to their original conditions those portions of the site not designated for alteration by the work.

45. **MANUFACTURER'S NAME AND APPROVED EQUIVALENTS:**

Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information, and not intended to limit competition unless otherwise indicated. The Bidder may offer any brand for which he/she is an authorized representative, which meets or exceeds the bid specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's product name and reference number. Bidder shall submit with their proposal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The Bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written intent to quote an alternate brand will be considered in compliance with the exact specifications as listed on the bid form. The City's Buyer is to be notified of any proposed changes in (a) materials used, (b)

manufacturing process, or (c) construction. The City is under no obligation to accept alternate brands that don't clearly conform to the City's requested specifications.

46. **NON-CONFORMANCE TO CONTRACT CONDITIONS:**

Items may be tested/inspected for compliance with specifications by appropriate testing laboratories. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at Vendor's expense. These items and items not delivered as per delivery date in bid and/or purchase order may result in the Bidder being found in default in which event any and all re-procurement costs may be charged against the defaulting vendor.

47. **DELAYS AND DAMAGES:**

The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the agreement. The Contractor also agrees that any such delay, inefficiencies, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.

48. **SERVICE AND WARRANTY:**

Unless otherwise specified, the Bidder shall define all warranty service and replacements that will be provided during and subsequent to the award of the contract. Bidders must explain on an attached sheet to what extent warranty and service facilities are provided.

49. **SAMPLES:**

Samples of items, when called for, shall be furnished free of expense, and if not destroyed, may, upon request, be returned at the Bidder's expense. Each individual sample shall be labeled with Bidder's name, manufacturer's brand name and number, bid number and item reference. Samples of successful Bidder's items may remain on file for the term of the contract. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received at time of bid opening. If instructions are not received at this time, the samples shall be disposed of by the City within a reasonable time as determined appropriate by the City.

50. **INSPECTION, ACCEPTANCE AND TITLE:**

Inspection and acceptance shall be as designated by the City unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the City unless loss or damage results from negligence by the City.

51. **CERTIFICATION FOR INSTALLERS:**

All bidders submitting bids on installation must supply WRITTEN FACTORY CERTIFICATION that they are an authorized/certified installer for the product. Failure to supply this documentation with the bid proposal may result in bid rejection at the City's will.

52. **UNDERWRITERS' LABORATORIES:**

Unless otherwise stipulated in the solicitation, all manufactured items and fabricated assemblies shall be UL-listed; or have passed the examination testing, where such has been established by UL for the items offered and furnished.

53. **PRODUCT RECALL:**

Vendor assumes full responsibility of prompt notification to the City's Procurement Office of any product recall in accordance with the applicable State and Federal regulations. Vendor shall, at the option of the City, either reimburse the purchase price or provide the equivalent replacement product at no additional cost. Vendor shall be responsible for removal and/or replacement of the affected product within a reasonable time as determined by the using department.

54. **GOVERNMENTAL RESTRICTIONS:**

In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship, or performance of the items or services offered on this proposal prior to their delivery, it shall be the responsibility of the supplier to notify the Buyer at once, indicating the specific regulation which required an alteration. The City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the City.

55. **COMPLIANCE WITH OTHER LAWS:**

Applicable provisions of all federal, state and local laws and ordinances, and all City rules and regulations shall govern the quality and warranty of commodities covered by all bids received in response hereto and shall govern any and all claims and disputes between person(s) submitting a bid response hereto and the City, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Bidder shall not constitute a cognizable defense against the legal effect thereof.

56. **RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES:**

The Awarded Vendor agrees it shall observe and obey all the laws, ordinances, regulations and rules of the federal, state, county and City, which may be applicable to its services. Likewise, Vendor shall obtain and maintain all permits, certifications, and licenses necessary for its performance of this contract.

57. **PUBLIC RECORD LAW:**

Correspondence, materials and documents received pursuant to a solicitation become public records subject to the provisions of Chapter 119, Florida Statutes.

58. **ADVERTISING:**

In submitting a proposal, Bidder agrees not to use the City's name as a part of any commercial advertising without prior permission of the City.

59. **BANKRUPTCY:**

In the event of bankruptcy, either voluntary or involuntary of the Vendor, or in the event of the Vendor's insolvency, or upon assignment for the benefit of creditors, then, in any such event, the City shall have the right to terminate the contract and any purchase orders immediately as if the contract and purchase orders had not been made, and no assignment for the benefit or creditors, nor any receiver, nor any trustee of bankruptcy, shall ever have any right or claim under the terms hereof.

60. **PUBLIC ENTITY CRIMES:**

A person or affiliate who has been placed on the convicted vendor list following a conviction for 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 or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.

61. **IMMIGRATION LAWS:**

City of Ocala will not intentionally award City Contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). City of Ocala shall consider the employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of the Contract by the City of Ocala.

62. **E-VERIFY:**

Bidder must use the Department of Homeland Security's E-Verify system when hiring all new employees for the term of the contract. (E-Verify is an electronic system designed to verify the documentation of job applicants. It is operated by the U.S. Department of Homeland Security.)

63. **DRUG FREE WORKPLACE:**

Pursuant to Florida Statutes 287.087, each Bidder shall agree to comply with the requirements of a Drug Free Workplace.

64. **CONFLICT OF INTEREST/OFFICER AND EMPLOYEE DISCLOSURE REQUIREMENT:**

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes, as amended, governing conflict of interest. All Bidders must disclose with each bid the name of any officer, director or agent who is also a public employee. Further, all Bidders must disclose the name of any public employee who owns directly or indirectly an interest of five percent (5%) or more in the Bidder's firm or any of its branches. City of Ocala municipal employees, appointed persons, and elected officials (herein referred to as "employees") may engage in outside activities and hold financial interests subject to the requirements of City of Ocala

Employee Handbook regulations, state law, and federal regulations and law, if applicable. Every employee who is an officer, director, agent, employee, or owner of a substantial interest in any business entity which does or anticipates doing business with the City of Ocala ("City") must complete an "Officer and Employee Disclosure Statement" and file the statement with the required procurement documents submitted to the respective Buyer. A statement must be submitted with every procurement response.

65. **COLLUSION:**

The Bidder, by submitting a bid response, agrees to the following: "Bidder certifies their bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

66. **USE OF PREMISES:**

The Vendor shall confine their equipment, the storage of materials and equipment and the operations of their workers to areas permitted by law, ordinances, permits or at the direction of assigned City staff, and shall not unreasonably encumber the premises with materials or equipment.

The Vendor shall not load nor permit any part of any structure to be loaded with weights that will endanger the structure, nor shall they subject any part of the work area to stress or pressures that will endanger or damage City property.

67. **CARE OF WORK:**

The Vendor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the scope of work and shall be responsible for the proper care and protection of all work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the City of Ocala.

The Vendor shall avoid damaging sidewalks, streets, curbs, pavements, utilities, structures or any other property (except that which is to be replaced or removed) either on or adjacent to the site. He shall repair, at his own expense and in manner satisfactory to the City of Ocala, any damage thereto caused by his operations.

68. **VENDOR'S EMPLOYEES:**

All employees of the Vendor shall be considered to be at all times the sole responsibility of the Vendor, under their sole direction and supervision and not an employee or agent of the City of Ocala, the Vendor shall supply competent and physically capable employees. The City of Ocala reserves the right to require the Vendor to remove any employee it deems careless, incompetent, abusive, obstructive, insubordinate, or otherwise objectionable and whose continued employment on City of Ocala property is not in the best interest of the City. In doing any work as a result of this solicitation, eight (8) hours shall constitute a legal day's work by any laborer or workman employed by vendor.

69. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES:**

During the performance of the contract, the Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation or veteran status and will take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

70. **ANTI-LOBBYING/COMMUNICATION WITH CITY STAFF AND OFFICIALS:**

To ensure fair consideration for all proposers/bidders, the City strictly prohibits any communication, whether or not written, verbal, or through a third party, relative to this solicitation with any department, City official, City Council member, or employee during the submission process, except inquiries directly made to the Procurement Department, or as provided in the protest policy. Additionally, the City prohibits communications initiated by a proposer/bidder, or agent, or third party of proposer/bidder to any City official(s), City Council member(s), or employee(s) evaluating or considering the proposals/bids prior to, and up to the time an award decision is made at a scheduled City Council meeting. Any communication between proposer/bidder and the City can only be initiated directly by a City Official(s), City Council member(s), or employee(s) to obtain information or clarification of the proposal/bid. **Any prohibited communications initiated by a proposer/bidder, or a third party on behalf of proposer/bidder, will be grounds for disqualifying the offending proposer/bidder from consideration for award of the solicitation.**

71. **ELECTRONIC SIGNATURE(S):**

Vendor, if and by offering, an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this agreement. Further a duplicate or copy of the agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original agreement for all purposes.

72. **INTELLECTUAL PROPERTY RIGHTS:**

The vendor/consultant will indemnify and hold harmless, the City from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or un-patented invention, process, article or work manufactured or used in the performance of the contract, including its use by the City. If the vendor/consultant uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties of costs arising from the use of such design, device, or materials in any way involved in the work.

This article will survive the termination of any contract with the City.

73. **FEDERAL DEBARMENT:**

By submitting a bid response, the Vendor certifies that no principal (which includes officers, directors, or executives) is presently suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation on this transaction by any Federal Department or Agency.

74. **DISADVANTAGED BUSINESS ENTERPRISE (DBE):**

The City of Ocala has an 8.6% race-neutral DBE goal. This means the City's goal is to spend at least 8.6% of contract expenditures with certified DBE's as prime firms, or as sub-consultants/ subcontractors. Race-neutrality means the City hopes the 8.6% overall goal can be achieved through the normal competitive procurement process without using DBE contract goals. Although not a contract requirement, the City believes this DBE percentage can realistically be achieved on this project through utilization of DBE prime and sub-consultant firms performing services anticipated to be required for this project, including use of DBE sub-consultants in areas of work that are under-utilized. Prime consultants are requested to submit the DBE Utilization form indicating your firm's proposed use of DBE sub-consultants. The signed DBE Utilization form shall be submitted with your bid response.

75. **ACCOMMODATIONS:**

In order to comply with ADA requirements, please call forty-eight (48) hours in advance so arrangements can be made if reasonable accommodations are needed for you to participate in any meeting.

76. **CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET MATERIAL:**

The City of Ocala (City) follows public records responsibilities as provided under Chapter 119, Florida Statutes and Article 1, Section 24 of the Florida Constitution. If Proposer considers any portion of the documents, data or records submitted in response to a solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, Proposer must provide the City with a separate redacted copy of its response. The Redacted Copy shall be provided to the City at the same time Proposer submits its response to the solicitation and must only exclude or obliterate those exact portions that are claimed confidential, proprietary, or trade secret. In compliance with Section 119.07(1)(e), Florida Statutes, Proposer must "state the basis for the exemption" that he/she "contends is applicable to the record, including the statutory citation to an exemption created or afforded by statute." Bidder/Proposer must submit a Confidential, Proprietary, or Trade Secret Material Statement and a redacted proposal if their proposal contains information that is confidential, proprietary, or trade secret per FL Statutes.

77. **SPECIAL CONDITIONS:**

Any and all Special Conditions and solicitation provisions that may vary from these General Terms and Conditions shall have precedence.