

These General Terms and Conditions apply to all offers made to the City of Ocala (the “City”) by all prospective bidders or submitters (hereinafter interchangeably referred to as “Vendor”) in response to all solicitations including, but not limited to, Invitations to Bid (ITB), Requests for Quotes (RFQ), Invitations to Negotiate (ITN), Requests for Qualifications, and Requests for Proposals (RFP). As such, the words “quotation,” “bid,” and “proposal” may be used interchangeably in reference to all offers submitted by submitting firms. Any and all Special Terms and Conditions set forth in the solicitation or any formal agreement prepared for the subsequently awarded contract that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to the General Terms and Conditions are made in either the Special Terms and Conditions or formal agreement, then these General Terms and Conditions shall prevail.

1. **SOLICITATION DOCUMENTS.** Official copies of all solicitation documents may be obtained from the City of Ocala’s e-procurement portal located at: www.bidocala.com or www.prorfx.com. Documents obtained from any other source are not considered official copies. Obtaining documents from any other source(s) may result in receipt of incomplete and/or inaccurate information. The City of Ocala has no responsibility for the accuracy, completeness or sufficiency of any solicitation documents obtained from any source(s) other than those identified in this section.
2. **ELECTRONIC BID SUBMITTAL REQUIRED.** Unless expressly stated in the solicitation documents, all interested Vendors must be registered within the City’s e-procurement portal (ProRFx) in order to submit a response to this Solicitation. All bid responses must be electronically executed and submitted on or before the submission deadline noted in the listing found at www.bidocala.com or www.prorfx.com. Sealed electronic submissions shall be accepted up to the submission deadline and submissions received after the deadline shall be rejected. Submissions transmitted to the City of Ocala outside of ProRFx shall be rejected. The ProRFx timestamp shall be conclusive as to the timeliness of filing.
3. **ELECTRONIC SIGNATURES AND INITIALS.** By offering electronic signature(s) and initials, in any form whatsoever, Vendor accepts and agrees to be bound by said electronic signature to all terms and conditions of this solicitation and any resulting agreement. Duplicates or copies of any subsequently awarded contract which contain a non-original signature will be treated the same as an original signed copy of any original agreement for all purposes.
4. **CLARIFICATION AND ADDENDA.** No binding interpretation of the meaning of the solicitation or any correction of any ambiguity, inconsistency, or error therein will be made verbally to any party. Procurement and Contracting staff will issue responses to all inquiries and any other corrections or amendments it deems necessary in written addenda posted prior to the submission deadline noted at www.bidocala.com or www.prorfx.com. Vendors shall not rely on any statements other than those made in this solicitation or in any written addenda to this solicitation. Where there appears to be a conflict between the solicitation and any written addenda issued, the last addendum issued will prevail. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given. It shall be the responsibility of the Vendor(s) to monitor ProRFx for posting of issued addenda prior to submitting a bid or response in order to ascertain if any addenda have been issued.
5. **MISTAKES.** Vendors are expected to examine the specifications, delivery schedule(s), bid prices, extensions, and all special and general conditions, requirements, and instructions. Negligence on the part of the Vendor to make the necessary examinations and investigations, visit appropriate site locations and become familiar with all locations covered under this solicitation, or failure to fulfill, in every detail, the requirements of the contract documents, will not be accepted as a basis for varying City requirements or for paying additional compensation to the Vendor. Failure to follow the instructions contained in the solicitation for completion of a bid response is cause for rejection of a bid submittal. Failure to do so will be at the Vendor's risk. In cases of mistake in extension, the unit price will govern.

6. **EFFECT OF ELECTRONIC BID SUBMITTAL.** Submission of an electronically signed bid is Vendor's certification that it will accept award at the prices and terms contained in their response to this solicitation as submitted.
- (a) All submittals must include the signature of an officer or employee having authority to bind the Vendor in the space(s) provided. Vendor must initial and complete all required bid documents, acknowledgements, and certifications. Failure to execute where indicated and submit all required documents may result in rejection of a bid submittal.
 - (b) All bid submittals are subject to the terms, conditions, and specifications herein as released by City or amended by addendum. Submittals which do not comply shall be rejected.
 - (c) By submitting an electronic response to this solicitation, Vendors are certifying that they have carefully read the solicitation documents, including any addenda, exhibits, attachments, and/or appendices in their entirety and agrees that to the best of his/her knowledge, no pages or parts of the documents appear to have been omitted and that Vendor fully understands, accepts, and agrees to fully comply with the requirements and conditions set forth therein.
7. **SUBMITTAL OF MULTIPLE BIDS.** No Vendor may submit multiple bids or responses on a single solicitation. Only one submittal per solicitation will be accepted from any one person, owner, partnership, corporation, or other entity. Entity ownership shall be verified by Procurement and Contracting Department staff.
8. **COSTS INCURRED IN RESPONDING.** This solicitation does not commit the City to award a contract, nor shall the City be responsible for any expenses incurred by Vendor in the preparation and presentation of a response to this solicitation. Any such expense shall be borne exclusively by the Vendor. The City reserves the right to add or delete any item from a bid or resulting award when deemed, in the City's sole discretion, to be in the best interest of the City.
9. **ERRORS AND OMISSIONS.** In the event an error or obvious omission is discovered in a Vendor's submittal, either by the Procurement and Contracting Department or the Vendor, the Vendor may have the opportunity of withdrawing their submittal, provided they can produce sufficient evidence to document that the error or omission was clerical in nature and unintentional. Original copies of working papers, calculations, etc., may be requested at the sole discretion of the Procurement and Contracting Officer, to support the validity of such a request. This privilege shall not extend to allowing a Vendor to change any information contained in their submittal; however, in the event of a minor omission or oversight on the part of the Vendor, the Procurement and Contracting Officer (or designee) may request written clarification from a Vendor in order to confirm the evaluator's interpretation of the Vendor's response and to preclude the rejection of their submittal, either in part or in whole. The Procurement and Contracting Officer has the sole authority to weigh the severity of the infraction and determine its acceptability.
10. **VENDOR CONTRACTS/ADDITIONAL TERMS AND CONDITIONS.** No additional terms and conditions included by Vendor with its submittal shall be evaluated or considered. All such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. Vendor contracts are generally not accepted and Vendors are expected to sign a City of Ocala standard agreement unless the requirement is waived by the City's Procurement and Contracting Officer. Any requirement by Vendor for the City of Ocala to execute a Vendor prepared contract or agree to Vendor's additional terms and conditions may result in bid rejection.
11. **VARIANCE/EXCEPTIONS TO BID DOCUMENTS.** If Vendor takes exception to any of these General Terms and Conditions, any applicable Special Terms and Conditions, or to any Solicitation specifications as stated, Vendor must upload with its bid or proposal a copy of said variances and/or exceptions along with any desired modified or supplemental clauses for the City's consideration. By submitting a response to this solicitation, Vendor understands and agrees that the General and Special Terms and Conditions

in this solicitation are the only conditions applicable to this solicitation and any submitted variances and/or exceptions shall have no force and effect unless expressly agreed in a writing executed by the City.

12. **PRICES QUOTED.** Firm prices shall be bid for the initial contract term and shall include all services rendered to the City. Escalation provisions offered by Vendor are not acceptable unless otherwise specified in this solicitation. Discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Prices are to be submitted in accordance with the quantities required, which appear in the solicitation. Unit prices will prevail over extended totals whenever the extended amount is in conflict with the estimated quantity (x) the unit price. When a total group price of two or more distinct items is requested, the Procurement and Contracting Department reserves the right to verify mathematical extensions and totals, correct extensions and totals if necessary, and recommend an award based upon the overall group total.
13. **PRICE ADJUSTMENTS.** Prices offered shall remain firm for the initial contract term. Requests for price adjustments, may be submitted, in writing, no later than ninety (90) days prior to the expiration of the prior term and must include proper CPI justification or other documentation supporting the adjustment. The City will review the submitted request for price adjustment and render a decision, in its sole discretion, as to whether it is in the best interest of the City to adjust the pricing on the awarded goods or services, or reject the adjusted pricing and issue a competitive solicitation. In any event, price increases for renewal terms shall be subject to a maximum negotiated increase of no more than three percent (3%) annually unless there are mitigating market conditions. The City is under no obligation to renew the contract for an additional term or to accept Vendor's proposed price increases. Vendor must receive written notification from the City confirming that the City has accepted the new prices prior to processing any orders at the new cost. Any orders issued by the City prior to formal approval of the price increase shall not be modified. Any payment of the adjusted price by City does not constitute acceptance of new pricing. Vendors are expected to pass along to the City any and all decreases in pricing on products and services or to keep pricing constant when market conditions warrant no such increases.
14. **TAXES.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.
15. **QUANTITY SPECIFIED.** The quantities specified in solicitations are estimates only and are not to be construed as guaranteed minimums. City reserves the right to increase or decrease the quantity of any and all bid items as it deems appropriate. Unit prices shall remain as accepted at the time of award for at least the entirety of the initial contract term. If additional quantities are not acceptable, Vendor must note on its price proposal that "BID IS FOR SPECIFIED QUANTITY ONLY." Should Vendor wish to set a minimum order amount, Vendor must indicate so within its bid response. Bidder's minimum order amount will be considered only if determined, in the City's sole discretion, to be in the best interest of the City.
16. **BID AWARDS.** In the best interest of the City, the City has the sole discretion and reserves the right to accept bid(s); to make award(s) by individual item, group of items, aggregate or none, or any combination thereof to one or more suppliers; to reject any or all bid(s); to waive any minor irregularities or technicalities; to extend, postpone or cancel this solicitation, in whole or in part; and to re-advertise with identical or revised specifications all in the best interest of the City. When it is determined that there is a lack of competition to the lowest responsive bidder or highest ranked proposer, evaluation of other bids is not required.

17. **BID REJECTION.** City reserves the right to reject any or all bid(s) including, without limitation, the right to reject any or all non-conforming, non-responsive, unbalanced, or unconditional bid(s). City further reserves the right to reject the bid(s) of any bidder(s) who are found, after reasonable inquiry and evaluation, to be non-responsive or non-responsible.
18. **TIE BIDS.** In accordance with section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bid submittals, which are equal with respect to price, quality, and services are received by the City a bid received from the Vendor that has certified that it has implemented a drug-free workplace program by completing the City's Drug Free Workplace Certification shall be given preference in the award process. In the event where all or none of the tie bidders have so certified, then the Vendor who is certified as a City of Ocala Diverse Small Business Enterprise or who has the highest percentage of DBE participation will be awarded the bid. In the event where neither circumstance exists, a coin toss will be conducted by authorized Procurement and Contracting Department personnel, with one witness.
19. **SELECTION PROCESS (for RFPs, ITNs, and LOIs).** The City desires to maximize the purchasing value of public funds. It is the intention of the City to award contracts under these solicitations to the most qualified, responsive, responsible Vendor who affords the City best-value, which may not necessarily be the lowest-price proposer. Value added benefits that may be evaluated include, but are not limited to, safety, quality, responsiveness, service, innovation, time, and reliability. The emphasis in solicitations of this type shall be qualifications and value over price. The City reserves the right to rank/select proposers using written submittals alone or, if no single-top ranked firm can be clearly identified by review of the written submittals, then to shortlist proposals and require oral presentations, interviews, or question and answer sessions. These presentations, interviews, and sessions would provide proposers with an opportunity to demonstrate their qualifications, approach to the project, and ability to furnish the desired goods and/or services. These presentations, interviews, and sessions would be made to a Selection Committee established by the City. The City will not be liable for any costs incurred by the proposer in connection with attending these presentations, interviews, and sessions.
20. **SELECTION COMMITTEE (if applicable).** The City's Selection Committee shall consist of no less than three (3) employees and/or elected officials of the City of Ocala. The City reserves the right to adjust the makeup of the Selection Committee. The Selection Committee's evaluation and selection schedule will be announced either within the solicitation documents or with the posting of a formal Public Notice.
21. **BID TABULATIONS AND RECOMMENDATIONS FOR AWARD.** Procurement and Contracting Department staff shall post notice of the City's decision or intended decision and tabulations electronically at www.bidocala.com and www.prorfx.com. In the event of a default by the awarded Vendor, the City reserves the right to utilize the next lowest bidder or next highest ranked proposer meeting specifications as the new awarded Vendor. Vendors are required to provide the goods and/or services at the prices bid or as noted on their proposal for the solicitation.
22. **BID PROTESTS.** Any aggrieved bidder who disputes the reasonableness, necessity, or competitiveness of the items and conditions of a formal competitive solicitation, bid selection, or intended contract award shall file a Bid Protest in strict compliance with the City of Ocala's Procurement Policy found at www.bidocala.com.
23. **QUOTE PROTESTS.** Any bidder who disputes the reasonableness, necessity, or competitiveness of the terms and conditions of an informal Request for Quotations, its specifications, selections, award, or intended award shall file such dispute with the assigned Buyer within five (5) business days of the date City provides written notice of its intent to make a City award. If the Buyer cannot provide resolution or satisfaction to the Bidder, then the dispute will be forwarded to the Procurement and Contracting Officer who has final authority to resolve disputes related to Requests for Quotations.

24. **MODIFICATIONS PRIOR TO AWARD.** No modifications shall be permitted during the award period without express written approval by the City and, where applicable, confirmed through formal acceptance by City Council.
25. **CONTRACT.** Where a separate contract document, other than the City's purchase order, will not be issued, the contents of this solicitation and all non-conflicting provisions set forth in the Vendor's electronically executed response that are deemed pertinent by the City shall be considered a contract and become legally binding.
26. **EXTENSION OF CONTRACT.** In addition to any extension or renewal terms contained in the resulting contract, the City reserves the right to extend said contract for a period of time necessary for the City to release, award, and implement a replacement bid for the goods and/or services provided under this solicitation. All prices, terms, conditions, and specifications on the last day of the contract shall remain in effect for the contract extension period. Vendor agrees to this condition upon submission of its electronically executed bid response.
27. **MANUFACTURER'S NAME AND APPROVAL OF 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. Vendor may offer any brand for which they are an authorized representative, which meets or exceeds the bid specification for any item(s). Note: Sometimes substitutes are not acceptable, in the City's sole discretion.
- (a) If bids are based on equivalent products, Vendor shall indicate on the bid form the manufacturer's product name and reference number. Vendor shall submit with their bid/proposal: cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision.
 - (b) Vendor shall also 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.
 - (c) City reserves the right to determine acceptance of item(s) as an approved equivalent and is under no obligation to accept alternate brands that don't conform to the City's requested specifications.
 - (d) Submittals that do not comply with these requirements are subject to rejection. Submittals lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with specifications as listed in the solicitation documents.
 - (e) The City's Buyer is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction.
 - (f) In case of any doubt or difference of opinion concerning the items to be furnished, the decision of the City shall be final and binding upon both parties.
28. **DELIVERY.** Prices quoted shall include FOB, freight prepaid, inside delivery to the City of Ocala's facility location unless otherwise specified in the solicitation. Unless actual delivery date is specified, or if specified delivery cannot be met, Vendor shall show the number of days required to make delivery after receipt of purchase order. Delivery time may become a basis for the making of an award. City requires that all delivery dates, as specified, be met unless otherwise expressly agreed to.
29. **INSPECTION, ACCEPTANCE, AND TITLE.** Title and risk of loss or damage to all items shall be the responsibility of the Vendor until received and accepted by the City. All goods and/or services provided under this Agreement are subject to inspection and acceptance upon receipt or completion by an authorized representative of City. Payment shall not be authorized until the goods and/or services have been received, accepted, and properly invoiced. City reserves the right to have rejected goods replaced by Vendor at the purchase price stipulated in this Agreement; or to return the rejected goods for full credit

at the price charged. Transportation costs and any additional costs will be borne by Vendor in each instance. City's rights with respect to rejection of material are not waived by failure to notify Vendor promptly upon receipt of delivery.

30. **WARRANTY.** All equipment and/or services purchased/rendered shall be in accordance with the specifications herein, be guaranteed to be free from defects in workmanship and/or materials, and carry the manufacturers or vendor's standard warranty, unless otherwise specified in this solicitation. Vendor must provide complete written manufacturers' warranties to the City of Ocala Project Manager before final payment will be authorized.
31. **GOVERNMENTAL RESTRICTIONS NECESSITATING ALTERATION.** It shall be the responsibility of the Vendor to notify the Procurement and Contracting Department in the event governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship, or performance of the items or services offered to the City prior to their delivery. Vendor shall indicate the specific regulation which required alteration. City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the delivery of the goods and/or services at no expense to the City.
32. **PRODUCT RECALL.** Vendor assumes full responsibility of the prompt notification to the City's Procurement and Contracting Department 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.
33. **UNDERWRITERS' LABORATORIES.** Unless otherwise stipulated in the solicitation, all manufactured items and fabricated assemblies shall be UL-listed or shall have passed the examination testing, where such has been established by UL for the items offered and furnished.
34. **CONDITION AND PACKAGING.** All items requested must be new, the latest model manufactured, first quality, carry the manufacturers' or Vendor's standard warranty, and be equal to or exceed the specifications noted in the solicitation. Used and/or refurbished items will not be considered unless specifically and expressly authorized by City in the written specifications issued with this solicitation. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging. In the event an item is received, and it is later determined that there is concealed damage when item(s) are unpacked; the item(s) must be replaced by Vendor at no cost to City.
35. **SAMPLES.** When requested, product samples shall be furnished to City without charge and, if not destroyed, may be returned to Vendor at Vendor's sole expense upon Vendor request. Individual samples shall be labeled with Vendor's name, solicitation number and title, manufacturer's brand name and product number. Vendor samples may be retained at City's discretion. Vendor requests for return of samples shall be made at the time of bid opening and accompanied by delivery instructions, including shipping authorization and name of carrier. If instructions are not received at this time, samples shall be disposed of by the City within a reasonable time as determined appropriate by the City. Failure to deliver required samples or to identify samples as required may be cause for rejection of bid submittal.
36. **CERTIFICATION FOR INSTALLERS.** All Vendors submitting bids on installation services 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 discretion.
37. **PURCHASES BY OTHER PUBLIC AGENCIES ("PIGGYBACKING").** With the consent and agreement of the awarded Vendor, purchases may be made under the resulting contract from this solicitation by other governmental agencies and political subdivisions within the State of Florida, or any other public entity. Such purchases shall be governed by the same terms and conditions stated herein. Further, it is

understood that each agency will issue its own purchase order to the Vendor. This agreement in no way restricts or interferes with the right of any other public agency to rebid any or all of these items.

38. **NON-EXCLUSIVITY**. Vendor understands that nothing in this solicitation nor the resulting agreement shall be construed as creating any exclusive arrangement with Vendor or as a prohibition against the City from either acquiring similar, equal or like goods or services from another Vendor or from executing additional contracts with other Vendors for the same goods or services.
39. **ASSIGNMENT**. Vendor shall not assign, transfer, convey, sublet, or otherwise assign its rights or obligations under the resulting contract from this solicitation without the express, written authorization of the City, which shall not be unreasonably withheld. Any attempted assignment without authorization shall be void and of no effect.
40. **INVOICING AND PAYMENT**. The City will only pay the dollar amounts as authorized on a written invoice in accordance with the terms of any resulting purchase order or contract. Payment terms are Net 30 days after receipt of an acceptable invoice. Payment will be made for both construction and non-construction services according to Chapter 218, Florida Statutes, Local Government Prompt Payment Act.
- (a) Generally, invoices for construction must be paid no later than the time periods established by section 218.735, Florida Statutes.
 - (b) Invoices for consultant services are payable per City terms but shall not exceed federal regulations codified at 49 CFT 26.29 requiring payment of all subcontractors for satisfactory performance within thirty (30) days of payment to the prime contractor.
 - (c) All invoices must include the City of Ocala purchase order number or contract number and Vendor's FEID (Federal Employer Identification) number. Failure to comply may result in delayed payment.
 - (d) Payment for partial shipments may not be made unless specified in the solicitation documents or contract documents.
 - (e) Original invoices shall be submitted to the individual and address identified on the purchase order or contract.
 - (f) City of Ocala purchase order number or contract number must also appear on bills of lading, packages, cases, delivery lists and correspondence.
 - (g) Payment will be made by City after all work has been performed, inspected, and found to be in complete compliance with the specifications.
 - (h) City requires awarded firms to accept payments via electronic EFT credits into a designated company bank account.
 - (i) City has implemented a Procurement Card Program. If permissible under the City's Purchase Card Policy, Vendors may receive payment from the City via Procurement card in the same manner as other purchases. Vendor must provide a sales receipt which includes: (1) card number, expiration date, and cardholder name; (2) date and amount of purchase; (3) itemized list of item description, quantity, and price; and (4) Vendor's name a contact information.
41. **FISCAL NON-FUNDING CLAUSE**. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the Vendor of such occurrence and the resulting contract shall terminate on the last day of the current fiscal period without penalty or expense to the City. The City shall be the final authority as to what constitutes an annual appropriation and the availability of funds necessary to continue funding the resulting contract.

42. **EXCESS FUNDS.** If due to mistake or any other reason Vendor receives payment in excess of what is provided for by the contract, Vendor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within thirty (30) days of Vendor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.
43. **CITY'S RIGHT TO WITHHOLD PAYMENT.**
- (a) City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Vendor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City; or (iii) which fails to comply with any term, condition, or other requirement under the resulting contract. Any payment withheld shall be released and remitted to Vendor within thirty (30) calendar days of the Vendor's remedy or resolution of the inadequacy or defect.
 - (b) 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. In the event City questions some element of an invoice, that fact shall be made known to Vendor immediately in writing. Vendor will help effect resolution and transmit a revised invoice, if necessary. Any amounts not questioned by City shall be paid to the Vendor generally net thirty (30) days from receipt of invoice.
 - (c) Vendor must be current and remain current in all obligations due to the City during the performance of services under this (and other) agreements with the City of Ocala. Payments to Vendors may be offset by any delinquent amounts due to the City or fees and or charges owed to the City.
44. **GRATUITIES.** By submitting a response to a solicitation or entering into a subsequently awarded contract, Vendor certifies that no employee of the City has or shall benefit financially or materially from any bid or subsequent contract. Vendors shall not, either directly or indirectly: (a) offer, give or provide any tangible item of value to anyone as consideration for any City employees' decision, opinion, recommendation, vote or other exercise of discretion or violation of a known legal duty; or (b) offer, give, or agree to give to anyone a tangible item of value for the benefit of, or at the direction or request of any City employee. Any contract issued may be terminated at such time that it is discovered that gratuities of any kind were either offered or received by any City employee.
45. **LAWS AND REGULATIONS.** Vendor shall be responsible for knowing and applying all applicable federal, state, county, and local laws, and all ordinances, rules, and regulations that in any manner affect the provision of the goods and services sought through this solicitation. All applicable federal, state, county, and local laws, and all ordinances, rules, and regulations shall govern the development, submittal, and evaluation of all bids received in response to this solicitation and shall govern all claims and disputes which may arise between the Vendors submitting a response to this solicitation and the City. Lack of knowledge by Vendor shall in no way be a cause for relief from responsibility.
46. **FEDERAL FUNDING.** Contract Provisions for Non-Federal Entities (2 CFR Appendix II to Part 200) apply to all contracts using federal funds as a source for the purchase of goods and services. Awarded Vendors must not take exception to any part of these regulations. If applicable, these provisions will be expressly set forth in a Special Terms and Conditions attachment to this solicitation. Any purchase made under an awarded contract using federal funds may require additional certification forms to be completed and executed by the awarded Vendor. Purchase orders will not be issued unless and until all required forms have been received by the City and all federal provisions have been met (as applicable).

47. **INSURANCE, LICENSES, AND PERMITS**. Vendor shall obtain and pay for all necessary insurance(s), licenses, permits, and certifications necessary for its performance of such a type and with such terms and limits as may be reasonably associated with the awarded contract and maintain same in full force and effect for the terms indicated under the contract. Vendor shall save and hold the City harmless from the results of any infraction of the aforementioned requirement.
48. **SAFETY STANDARDS**. Unless otherwise stated in the solicitation documents, all material, equipment, and fabricated assemblies shall comply with applicable requirements of the Federal Occupational Safety Hazards Act (OSHA), American National Standards Institute (ANSI) Safety Standards, and any other applicable standards. If any material or equipment delivered is subsequently found to be non-compliant with the forementioned standards and requirements, all costs necessary to bring said material and equipment into compliance shall be born by Vendor. Failure to bring said material and equipment into compliance shall constitute default under the resulting contract.
49. **SAFETY DATA SHEETS (SDS)**. Vendors must furnish a Safety Data Sheet (SDS) with its bid submittal and with each shipment of any hazardous chemical/substance (as that term is defined in the Hazardous Communication Standard (29 CFR 1910.1200(g))). Each SDS must contain required information as outlined in 29 CFR 1910.1200, and its appendices, in English. This information must be provided in compliance with Florida's Right-to-Know Law. Failure to submit the required SDS may be cause for bid rejection.
50. **SAFETY PRECAUTIONS**. Awarded Vendors shall be responsible at all times for precautions to achieve the protection of all persons including employees and property. Awarded Vendors 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.
51. **BID/PERFORMANCE BONDS**. When a bid or performance bond is required, details of those requirements will be expressly indicated in the solicitation.
52. **PATENTS, COPYRIGHTS, INTELLECTUAL PRPERTY RIGHTS, AND ROYALTIES**. Awarded Vendors, 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, service marked, trademarked, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If Vendor 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 Vendor's work. This indemnification shall survive the termination of the Vendor's provision of services to the City.
53. **ADVERTISING/PUBLICITY**. Vendor shall not use City's name, logo, seal or likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
54. **INDEPENDENT CONTRACTOR STATUS**. By submitting a response to this solicitation Vender acknowledges and understands that under any resulting contract, Vendor and any agent or employee of Vendor shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under said contract. Neither Vendor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Vendor nor its agents or employees shall have employee status with City. Nothing in the resulting contract shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other

relationship which would allow City to exercise control or discretion over the manner or methods employed by Vendor in its performance of its obligations under said contract.

55. **RIGHTS OF THIRD PARTIES**. By submitting a response to this solicitation Vendor acknowledges and understands that nothing in any resulting contract, whether express or implied, is intended to confer any rights or remedies upon any persons other than the parties thereto and their respective representatives, successors, and permitted assigns. Nothing in said contract shall be intended to relieve or discharge the obligation or liability of any third persons to said contract, nor shall any provision give any third persons any right of subrogation or action over or against any party to said contract.
56. **INDEMNIFICATION**. Awarded Vendors shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by the resulting agreement including, without limitation, harm or personal injury to third persons during the term of the agreement to the extent attributable to the actions of Vendor, its agents, and employees.
57. **NO WAIVER OF SOVEREIGN IMMUNITY**. Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under section 768.28, Florida Statutes. This term shall survive the termination of all performance or obligations under an agreement and shall be fully binding until any proceeding brought under an agreement is barred by any applicable statute of limitations.
58. **GOVERNING LAW**. Any resulting contract shall be deemed to be a contract entered and made pursuant to the laws of the state of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the state of Florida.
59. **JURISDICTION AND VENUE**. The parties acknowledge that a majority of the negotiations, anticipated performance and execution of the resulting agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
60. **JURY WAIVER**. IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO A RESULTING AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED THEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

61. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of the resulting contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of the resulting contract, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
62. **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 Vendor being found in default in which event any and all re-procurement costs may be charged against the defaulting Vendor.
63. **PERFORMANCE EVALUATION.** Vendor performance will be evaluated and documented during the term of the resulting contract. This evaluation will become part of the Vendor's file and will assist the City in determining whether there is a continuing pattern of problems that may need to be addressed through termination of the contract and/or suspension or debarment of Vendor from future business with the City. This evaluation will become public record.
64. **CONTRACT FULFILLMENT.** Awarded Vendors who submit a bid to the City of Ocala and fail to complete the term, for any reason other than termination by City for convenience or non-funding, or the mutual agreement of the parties, may be subject to future bidding suspension for period of one (1) year and up to a possible three (3) year bid debarment for serious contract failures at the discretion of the City.
65. **DELAYS AND DAMAGES.** Awarded Vendor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance occasioned by any act or omission to act by the City except as provided in the agreement. Vendor 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 specifications.
66. **FORCE MAJEURE.** Neither Party will be liable for any failure or delay in performing an obligation under any resulting contract that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or generalized lack of availability of raw materials or energy.
- (a) For the avoidance of doubt, Force Majeure shall not include: (1) financial distress nor the inability of either party to make a profit or avoid a financial loss; (2) changes in market prices or conditions; or (3) a party's financial inability to perform its obligations hereunder.
- (b) The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.
- (c) When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of the resulting contract that may be necessary or appropriate in order to arrive at an equitable solution. Vendor performance may be extended for a number of days equal to the duration of the force majeure. Vendor shall be entitled to an extension of time only and, in no event, shall

Vendor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

67. CANCELLATION/TERMINATION OF CONTRACT.

- (a) **Vendor Default.** Any resulting contract is critical to the City of Ocala and the City reserves the right to immediately cancel or annul whole or any part of an offer 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:
- (1) Vendor provides material that does not meet the specifications of the agreed to offer;
 - (2) Vendor fails to adequately perform the services set forth in the specifications of the solicitation and offer;
 - (3) Vendor fails to complete the work required or furnish the materials required within the time stipulated; or
 - (4) Vendor fails to make progress in the performance of the work and/or gives the City reason to believe the Vendor will not, or cannot, perform the requirements.
- (b) **Remedies for Vendor Default.** City may resort to any single or combination of the following remedies:
- (1) Cancel any award;
 - (2) Reserve all rights claims to damage for breach of any covenants of the resulting agreement;
 - (3) Perform any test or analysis on materials for compliance with the specifications noted. 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; and
 - (4) 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. City may recover any actual excess costs from the Vendor by: (a) deduction from an unpaid balance; (b) collection against the bid and/or performance bond; or (c) any combination of the above or any other remedies as provided by law.
- (c) **Termination for Convenience.** City reserves the right to terminate this agreement in whole or in part for its convenience without penalty or recourse whenever the City determines that such termination is in the best interest of the City. Any such termination shall be affected by the delivery of written notice to the Vendor. In case of the City's termination for convenience, Vendor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with the resulting contract; and/or (2) such other costs incurred by Vendor as permitted under the resulting contract and approved by City.
- (d) **Termination for Non-Funding.** In the event sufficient budgeted funds are not available or depleted, the City shall notify the Vendor of such occurrence, and services shall terminate without penalty or expense to the City.
- (e) **Termination for Vendor 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 award and any contract immediately as if the award and contract 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.

68. **COLLUSION**. By submission and electronic execution of its bid response, Vendor certifies that its submittal is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same item(s), and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
69. **CONFLICT OF INTEREST**. The contract awarded under this solicitation is subject to the provisions of Chapter 112, Florida Statutes, as amended, governing conflict of interest. All Vendors must disclose with each bid the name of any officer, director or agent who is also a public employee. Further, all Vendors must disclose the name of any public employee who owns directly or indirectly an interest of five percent (5%) or more in the Vendor'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.
70. **ANTI-LOBBYING**. To ensure fair consideration for all Vendors, the City strictly prohibits any communication relative to this solicitation (whether written, verbal, or through a third-party) with any department, City official, City Council member, or employee during the submission process, except those communications made directly to the Procurement and Contracting Department. Additionally, the City prohibits communications initiated by a Vendor (or agent, or third party on behalf of a Vendor) to any City official(s), City Council member(s), or employee(s) evaluating or considering the bids prior to, and up to the time an award decision is made at a scheduled City Council meeting. Any communication between the Vendor and the City can only be initiated through Procurement and Contracting Department staff to obtain information or clarification of the bid. **Any prohibited communications initiated by a Vendor, or a third party on behalf of Vendor, shall constitute grounds for disqualifying the offending Vendor from consideration for award of the resulting contract.**
71. **FEDERAL DEBARMENT AND SUSPENSION**. In accordance with the United States Office of Management and Budget (OMB) Circular A-133 regarding procurements contracts equal to or exceeding \$25,000 vendors, contractors and subcontractors certify that by issuing a submission to this solicitation they are not listed as excluded or suspended parties on the System for Award Management (SAM) issued by the General Services Administration (GSA).
72. **FEDERAL DEBARMENT CERTIFICATION**. By submission and electronic execution of its bid response, Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Where Vendor is unable to certify as to the foregoing statement, Vendor shall attach an explanation to its bid submittal.
73. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of services, Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall 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.

74. **PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES.** By submission and electronic execution of its bid response, Vendor certifies in compliance with the requirements of section 287.135, Florida Statutes:
- (a) that it is not participating in a boycott of Israel;
 - (b) that it has not been placed on the Quarterly List of Scrutinized Companies that Boycott Israel (the “Scrutinized Companies that Boycott Israel List”);
 - (c) that it is not on the Scrutinized List of Prohibited Companies (the “Scrutinized Companies with Activities in Sudan List” and the “Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List”);
 - (d) that it has not engaged in business operations in Cuba or Syria; and
 - (e) that it understands the resulting contract may be terminated if Vendor is placed on the Scrutinized Companies that Boycott Israel List, becomes engaged in a boycott of Israel; is placed on the Scrutinized Companies with Activities in Sudan List; is placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or engages in business operations in Cuba or Syria.
75. **PROHIBITION AGAINST GOVERNMENTAL ENTITY CONTRACTS WITH COMMON CARRIER OR CONTRACTED CARRIER.** By entering into, amending, or renewing the subsequently awarded contract, including, without limitation a grant agreement or economic incentive program payment agreement, as applicable, if Vendor qualifies as a Common Carrier or Contracted Carrier, Vendor is obligated to comply with the provisions of Section 908.111, Florida Statutes, as amended, which is deemed as being incorporated by reference herein. All definitions and requirements from Section 908.111, Florida Statutes, shall apply to any contract awarded pursuant to this solicitation.
- (a) Vendors who qualify as a Common Carrier or Contracted Carrier are required to attest that they are not willfully providing, nor will they willfully provide, any service during the resulting contract term in furtherance of transporting a person to into the State of Florida knowing that said person is an unauthorized alien, except to facilitate the detention, removal, or departure of the person from the State of Florida or United States. This attestation shall be executed and provided with the submission of Vendor’s bid response or upon entering, amending, or renewing the awarded contract. No contract where Vendor qualifies as a Common Carrier or Contracted Carrier shall be effective unless and until Vendor executes and provides such attestation.
 - (b) Vendor acknowledges and agrees that this section shall be deemed added to the awarded contract as if fully set forth therein. Vendor further affirms that if it is found in violation of the required attestation, or of any requirement of the Vendor as set forth in Section 908.111, Florida Statute, such violation shall be just cause for immediate termination of the awarded contract by the City, without opportunity to cure, and exclusive of any procedures to cure set forth in elsewhere in the contract for other events of default. Such termination shall be effective on the termination date stated in the written notice provided by the City. Should City terminate the awarded contract for cause pursuant to this section, City shall retain all rights and remedies set forth under the contract and at law as well as the right to terminate or cancel any other contracts held by Vendor. Vendor shall pay all direct or indirect costs associated with such termination or cancellation, including attorneys’ fees, and shall be debarred from participating in City procurements for a term of not less than three (3) years.
76. **DRUG FREE WORKPLACE.** Vendor agrees to comply with the drug-free workplace requirements set forth in section 287.087, Florida Statutes.
77. **FEDERAL DRUG FREE WORKPLACE.** Vendor agrees to comply with the drug-free workplace requirements of federal contractors pursuant to 41 U.S.C.A. §8102.

78. **IMMIGRATION LAWS.** City of Ocala will not intentionally award work to any Vendor 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 Vendor 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 award by the City of Ocala.
79. **E-VERIFY.** Pursuant to section 448.095, Vendor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees. Vendor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into any subsequently awarded contract, Vendor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of the contract and any subsequent renewals of same. Vendor understands that failure to comply with the requirements of this section shall result in the termination of the contract and Vendor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the contract was terminated. Vendor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System
80. **PUBLIC ENTITY CRIMES.** By submission and electronic execution of its bid response, Vendor - on behalf of itself and its affiliates - agrees and affirms that it has not been placed on the convicted Vendor list following a conviction of a public entity crime as provided for in section 287.133(2)(a), Florida Statutes, which states that 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.
81. **DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL.** The City of Ocala adopts FDOT's goal of 10.65% as a race-neutral DBE goal. This means the City's goal is to spend at least 10.65% of expenditures with certified DBE's as prime firms, or as subcontractors/sub-consultants. Race-neutrality means the City hopes the overall goal can be achieved through the normal competitive procurement process without using DBE required goals. FDOT funded projects have an overall DBE goal of 10.65%. For projects specifically for the Ocala International Airport, the DBE goal is 12%. Although not a requirement, the City believes this DBE percentage can realistically be achieved on projects through use of DBE prime and DBE subcontractors performing services anticipated on projects. Prime contractors or consultants may be requested to submit a DBE Utilization form indicating their firm's proposed use of DBE subcontractors. Prime construction contractors for FDOT-funded projects are required to visit <http://www.fdot.gov/equalopportunity/eoc.shtm> to register and submit their DBE commitments online.
82. **PUBLIC RECORDS.** Vendors shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Contractor shall:
- (a) Keep and maintain public records required by the public agency to perform the service.
 - (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Vendor or keep and maintain public records required by the public agency to perform the service. If the Vendor transfers all public records to the public agency upon completion of the contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the contract, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

83. **CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET MATERIAL.** By submission and electronic execution of its bid response, Vendor understands the following:

- (a) 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. Submittals received by the City in response to its solicitations are exempt from public disclosure until such time that the City provides notice of an intended decision or until thirty (30) days after opening the bid, quote or proposal, whichever is earlier.
- (b) If the City rejects all bids, quotes or proposals pursuant to this solicitation and provides notice of its intent to reissue the solicitation, then the rejected submissions shall remain exempt from public disclosure until such time that the City provides notice of an intended decision concerning the reissued solicitation or until the City withdraws the reissued solicitation. A bid, quote, or proposal shall not be exempt from public disclosure longer than twelve (12) months after the City's initial notice rejecting all bids, quotes, or proposals.
- (c) If Vendor 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, Vendor 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 Vendor 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, Vendor 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."
- (d) Additionally, Vendor 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 Florida Statutes.

- (e) Vendor shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, Vendor shall protect, defend, and indemnify City for any and all claims from or relating to Vendor's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure.
 - (f) City will make no effort to verify whether or not the redacted material is exempt from Chapter 119 Florida Statutes. The determination is strictly the responsibility of the Vendor.
 - (g) If Vendor fails to submit a redacted copy with its response, City is authorized to produce the entire document, data, or records submitted by Vendor in response to a public records request for these records.
84. **AUDIT.** Awarded Vendor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
85. **RETENTION OF RECORDS.** Awarded Vendor agrees to maintain such financial records and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. City shall have the right to audit the books, records, and accounts of Vendor that are directly related to any resulting award. Vendor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries. Vendor shall preserve and make available, at reasonable times for examination and audit by City or applicable governmental agency, all financial records, supporting documents, statistical records, and any other pertinent documents for the required retention period of the Public Records Act (if applicable, or, if the Public Records Act is not applicable, for a minimum period of three (3) years after termination of any service period. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings.) If the Public Records Act is determined by City to be applicable to Vendor's records, Vendor shall comply with all requirements thereof; however, no confidentiality or nondisclosure requirement of either federal or state law shall be violated by Vendor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.
86. **ACCOMMODATIONS.** In order to comply with the requirements under the Americans with Disabilities Act (ADA), please contact the Procurement and Contracting Department at least forty-eight (48) hours in advance so that arrangements can be made if reasonable accommodations are needed in order for you to participate in any meeting.