

## ATTACHMENT "B"

### GENERAL TERMS AND CONDITIONS OF SOLICITATIONS AND PURCHASE ORDERS

#### 1.0 ADDITIONAL INFORMATION

- 1.1 The County reserves the right to request clarifications or additional information from any offeror. Specific questions may be addressed to each of the offerors and the County's Review Committee or Procurement Analyst, as applicable, may consider any further elaboration by the offerors of any information previously submitted.

#### 2.0 AMERICANS WITH DISABILITIES ACT

- 2.1 Sarasota County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the County's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for the public meetings related to any solicitation should contact the Procurement Analyst named on page 1 of the solicitation at least 24 hours in advance of the meeting.

#### 3.0 APPLICABILITY

- 3.1 These General Terms and Conditions apply to Sarasota County Invitations for Bid (except for Invitations for Bids for Construction Services), Requests for Professional Services, Requests for Proposals, Invitation for Quotes and purchase orders.

#### 4.0 APPLICABLE LAWS

- 4.1 Offeror must be authorized to transact business in the State of Florida.
- 4.2 All applicable local, state and federal laws, ordinances and regulations will apply to any resulting agreement and each offeror is responsible for full compliance therewith.
- 4.3 Any Offeror who, as a result of a code enforcement hearing conducted by a Sarasota County Special Magistrate, has been determined to be in violation of any provision of the Sarasota County Code of Ordinances (whether related to the subject matter of this Request for Proposal or not), shall be deemed non-responsible and ineligible for award of any contract hereunder. This prohibition shall be in force until the violation has been corrected and any fine imposed by the Special Magistrate has been fully paid and during the pendency of any appeal concerning such violation or fine. In the event an Offeror is awarded an agreement hereunder and subsequently is determined to be in violation of any provision of the Sarasota County Code of Ordinances as stated above, such violation shall be grounds for termination of that contract.
- 4.4 Offerors located in Sarasota County must comply with the Local Business Tax ordinance. It shall be the responsibility of the Offeror to obtain a current local business tax receipt from the Sarasota County Tax Collector ([www.sarasotataxcollector.com](http://www.sarasotataxcollector.com)) and supply a copy of that receipt to the County upon request.

#### 5.0 ASSIGNMENT OR TRANSFER

- 5.1 The offeror shall be prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of its responsibilities under the Agreement, or its rights, title or interest therein or its power to execute such Agreement to any person, company, corporation, or partnership without prior written notice and consent and approval of Sarasota County which consent and approval may be withheld at Sarasota County's sole discretion.

## ATTACHMENT "B"

### GENERAL TERMS AND CONDITIONS OF SOLICITATIONS AND PURCHASE ORDERS

#### 6.0 AVAILIBLTY OF DOCUMENTS

- 6.1 All documentation related to Sarasota County solicitations are available for download at [www.demandstar.com](http://www.demandstar.com). It is solely the responsibility of each offeror to ensure they have obtained current copies of all documents issued by the County in relation to any solicitation.
- 6.2 Only documents obtained directly from Demandstar, or from the County are official versions. Offerors who rely on any other sources for such documents, do so at their own risk.

#### 7.0 OFFER DELIVERY REQUIREMENTS

- 7.1 It shall be the sole responsibility of the offeror to have their offer delivered to the Sarasota County Procurement Office for receipt on or before the time and date indicated on page one of the solicitation. The time stamped on the offer by Sarasota County Procurement will be the official time of receipt. Any offers stamped after the time and date specified on page 1 of the solicitation will not be considered.
- 7.2 Delivery of offers by the time and date due is strictly the responsibility of the Offeror.
- 7.3 Offers delayed by mail shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the offeror's request and expense.
- 7.4 Offers shall clearly identify the **legal name**, address and telephone number of the offeror.
- 7.5 All printed and photocopied documents related to the submission of this solicitation and fulfillment of any resulting contract shall be double-sided and printed on recycled paper with a minimum of 30% post-consumer content.

#### 8.0 CLARIFICATION & ADDENDA

- 8.1 Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be made in writing to the Sarasota County Procurement Analyst named on page one of the solicitation, Sarasota County Government, Third Floor Procurement, 1660 Ringling Boulevard, Sarasota FL 34236, fax 941-861-5171 or 941-861-5129, all requests for information **must** specify the solicitation name and number. All requests for information must be received no later than the clarification and addenda deadline indicated on page one of the solicitation. No verbal requests for information will be honored.
- 8.2 The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given. If any addenda are issued to the solicitation, the County will attempt to notify all prospective offerors who have secured same, however, it shall be the responsibility of each offeror, prior to submitting their offer, to visit [www.demandstar.com](http://www.demandstar.com) or to contact the Procurement Analyst identified on page one of the solicitation to determine if addenda were issued and to make such addenda a part of their offer.
- 8.3 The County shall not be responsible for oral interpretations given by any County employee, representative, or others.
- 8.4 By submitting a response, offerors acknowledge receipt of any and all issued addenda, and agree to the provisions of each.

**ATTACHMENT "B"**

**GENERAL TERMS AND CONDITIONS OF SOLICITATIONS AND PURCHASE ORDERS**

**9.0** CODE OF ETHICS

9.1 With respect to this offer, if any offeror violates or is a party to a violation of the State of Florida per Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such offeror may be disqualified from performing the work described in the solicitation or from furnishing the goods or services for which the offer is submitted and shall be further disqualified from submitting any future offers.

**10.0** COLLUSION

10.1 By submitting an offer to a solicitation, the offeror certifies that he/she has not divulged to, discussed or compared his offer with other offerors and has not colluded with any other offeror or parties to this offer whatsoever. Also, offeror certifies, and in the case of a joint offer, each party thereto certifies, as to their own organization that in connection with the offer:

- a. Any prices and/or data submitted have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other offeror or with any competitor;
- b. Any prices and/or cost data quoted for this offer have not been knowingly disclosed by the offeror prior to the scheduled opening directly or indirectly to any competitor;
- c. No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition;
- d. The only person or persons interested in this offer as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this offer; and
- e. No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except bona fide employees or established commercial agencies maintained by the offeror for the purpose of doing business.

10.2 An offer may be disqualified if an offeror submits more than one offer or if there is evidence of collusion.

**11.0** COMPLIANCE WITH SOLICITATION REQUIREMENTS

11.1 Each offer must meet the requirements specified in the solicitation.

11.2 Failure to submit all of the required forms and information in the manner specified may result in the offer being found non-responsive, at the sole discretion of the County.

11.3 Offerors failing to demonstrate the stated minimum qualifications may be deemed non-responsive, at the sole discretion of the County.

**12.0** CONTACT WITH COUNTY STAFF

12.1 After the issuance of the solicitation, prospective offerors or any agent, representative or person acting at the request of such offeror shall not contact, communicate with or discuss any matter relating in any way to the solicitation with any officer, agent or employee of Sarasota County, including members of review committees, other than

## ATTACHMENT "B"

### GENERAL TERMS AND CONDITIONS OF SOLICITATIONS AND PURCHASE ORDERS

the Procurement Official or Procurement Analyst named on page 1 of the solicitation. Failure to comply with this provision may result in the disqualification of the offeror, at the option of the County.

- 12.2 This prohibition begins with the issuance of any solicitation, and ends upon execution of the agreement or when the solicitation has been canceled. Violation of this prohibition may result in the offeror being considered non-responsible.

#### **13.0** CONTRACT FORMS

- 13.1 Any agreement or Purchase Order resulting from the acceptance of an offer shall be on forms either supplied by or approved by the County.
- 13.2 Any amendments to the resulting agreement shall require the formal written approval of both parties.

#### **14.0** DUE DILIGENCE

- 14.1 Due care and diligence have been exercised in the preparation of the solicitation, and all information contained within is believed to be substantially correct. However, the responsibility for determining the full extent of the services or goods being solicited rests solely with the offeror.

#### **15.0** EQUAL EMPLOYMENT OPPORTUNITY

- 15.1 Offeror shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

#### **16.0** FUNDING

- 16.1 This solicitation is subject to the appropriation of funds in an amount sufficient to allow continuation of the County's performance in accordance with the terms and conditions of this solicitation for each fiscal year for which an agreement is awarded.

#### **17.0** INDEMNIFICATION OF THE COUNTY

- 17.1 The offeror shall pay on behalf of or indemnify and hold harmless Sarasota County Government from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the offeror arising out of or in any way connected with the offerors or sub-contractor's performance or failure to perform under the terms of any contract resulting from any solicitation. Depending upon the nature of the services being provided, additional indemnification requirements may apply.
- 17.2 If procuring professional services, as defined by Section 287.055, Florida Statutes, the following indemnification requirements apply:
- Pursuant to F.S.S. 725.08(1), the design professional shall indemnify and hold harmless Sarasota County Government from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract. This provision shall survive the termination or expiration of the contract.

**ATTACHMENT "B"**

**GENERAL TERMS AND CONDITIONS OF SOLICITATIONS AND PURCHASE ORDERS**

**18.0 INSURANCE**

18.1 The offeror shall submit proof of insurance per Sarasota County's specifications including additional insured upon request.

**19.0 INVOICING**

19.1 All invoices must be mailed to the Sarasota County Finance Department, Clerk of the Circuit Court, P.O. Box 8, Sarasota, FL 34230-0008. Invoices must contain the Purchase Order number, required identification information, and reflect the Contract prices, terms, and conditions. Invoices containing deviations or omissions will be returned to the vendor for correction and resubmission.

19.2 The COUNTY shall pay offeror through payment issued by the Clerk of the Circuit Court in accordance with the Florida Prompt Payment Act of the Florida Statutes, Section 218.70, upon receipt of the offeror's properly submitted invoice.

19.3 Offerors shall not perform any service or provide products until they have been issued a Purchase Order number. If the County has arranged to make payments with a purchasing card, the procedures below shall apply.

19.4 The County reserves the right to pay for purchases made under any agreement resulting from a solicitation through its Purchasing Card Program which utilizes VISA credit cards. When payment is received utilizing the County credit card, an original invoice should not be mailed to the Finance Department as defined above. Only the credit card receipt is issued for this charge with the original receipt being provided with the delivery to the individual cardholder placing the order. No surcharges will be accepted for the use of purchasing cards.

19.5 The County's administrative agent will approve invoices for payment only if the work is completed to the satisfaction of the County. Upon completion of a project the Offeror is to mail or deliver to the administrative agent a work order indicating the location, the work performed, and the Purchase Order number. Invoicing must comply with the directions per the Instructions, Terms, and Conditions section listed above herein.

**20.0 IRREVOCABLE OFFER**

20.1 Any offer may be withdrawn up until the date and time specified on page one of the solicitation. Any offer not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 120 days.

**21.0 LICENSES AND CERTIFICATIONS**

21.1 The successful offeror shall be required to submit proof of all licenses and/or certifications required by the County upon request.

**22.0 LOCAL PREFERENCE**

22.1 Unless otherwise noted in the solicitation, preference shall be given to a "local business" in the awarding of any Invitation for Bid or Request for Proposal in accordance with Sections 2-219 and 2-220 of the Sarasota County Code. Local preference shall not apply to other types of solicitations unless explicitly stated in subject solicitation.

22.2 "Local business" means the vendor has paid a local business tax either to Sarasota County or to the county in which the vendor is located, if applicable prior to bid submission that authorizes the vendor to provide the commodities or services to be

## ATTACHMENT "B"

### GENERAL TERMS AND CONDITIONS OF SOLICITATIONS AND PURCHASE ORDERS

purchased, and maintains a permanent physical business address located within the limits of either Sarasota, Manatee, DeSoto or Charlotte County from which the vendor operates or performs business, and at which at least one full time employee is located.

- 22.3 In addition, fifty percent (50%) or more of the employees based at the local business location must reside within Sarasota, Manatee, DeSoto, or Charlotte County.
- 22.4 In the event the local office is not the primary location of the vendor, at least 10% of the vendor's entire full-time employees must be based at the local office location.
- Alternatively, this requirement may be satisfied if at least one corporate officer, managing partner or principal owner of the vendor resides in Sarasota, Manatee, DeSoto or Charlotte County.
- 22.5 To determine if you may qualify for local business preference, please refer to the Local Preference Checklist for Vendors located at:
- <http://www.scgov.net/CFPO/ProcurementPurchasing/procurementpurchasing.asp>
- 22.6 Offerors wishing to be given preference as a local business must submit **with their offer**, all of the Local Preference documentation identified in the General Notes and Requirements of the IFB.
- 22.7 For local preference to be granted, the name of the company represented on the required forms must be the same as the name on the Local Preference documentation
- 22.8 Information regarding Sarasota County's Local Business Tax can be found at <http://sarasotataxcollector.governmax.com>.
- 22.9 In the case of a proposal submitted by more than one entity, any one of those entities can qualify the proposal for the local preference. Sub-contractors or sub-consultants cannot qualify a proposal for local preference.

#### **23.0** MATHEMATICAL ERRORS

- 23.1 In the event of mathematical error(s), unit price shall prevail. All offers shall be reviewed mathematically and corrected, prior to award.

#### **24.0** OWNERSHIP AND FORMAT OF WORK PRODUCT

- 24.1 All plans and specifications developed for a solicited project shall become the property of Sarasota County Government and may not be re-used by the offeror.

#### **25.0** OWNERSHIP OF RESPONSES

- 25.1 All documents submitted as part of an offer shall become the property of the County.

#### **26.0** PRE-SUBMITTAL CONFERENCES

- 26.1 Failure of an offeror to attend any mandatory conference will result in their offer being considered non-responsive.

#### **27.0** PROTECTION OF RESIDENT WORKERS

- 27.1 Sarasota County supports the Federal Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification and non-discrimination. The Offeror is held responsible to establish appropriate procedures and controls so no service under this contract will be performed by any worker who is not legally eligible to perform such services.

## ATTACHMENT "B"

### GENERAL TERMS AND CONDITIONS OF SOLICITATIONS AND PURCHASE ORDERS

- 27.2 Sarasota County shall have the right to immediately terminate an agreement if the County determines that the Offeror has failed to perform satisfactorily with respect to its employment practices in support of INA.
- 27.3 Offerors shall be required to confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

#### **28.0** PROTESTS

- 28.1 Protest procedures are available by contacting the Procurement Analyst listed on page 1 of the solicitation. Protest procedures are also available online at:  
<http://www.scgov.net/CFPO/ProcurementPurchasing/PoliciesProcedures.asp>
- 28.2 Any protest of the terms, conditions and specifications contained in a solicitation and subsequent addendums, including, but not limited to, any provisions governing the methods for awarding the solicitation must be filed in writing with the Procurement Official, via facsimile at 941-861-5171 or delivered to the physical address referenced on page 1 of the solicitation within five (5) working days of the posting of this solicitation or issuance of applicable addendum. Email is not an acceptable means of submitting a protest.
- 28.3 Any offeror who believes that they have been aggrieved in connection with the award of this solicitation, as the result of a violation of the requirements of the Sarasota County Procurement Code or any applicable provision of law, may protest the award action. Protestors must verbally notify the Procurement Official, at 941-861-5000 of their intent to protest within three (3) working days of the posting of the Notice of Award Action.
- 28.4 Pursuant to Section 2-223(b) of the Procurement Code, protestors, and those acting on behalf of a protestor, are prohibited from directly contacting any County officer, agent, or employee other than the procurement staff, to discuss any matter relating in any way to the solicitation being protested. This prohibition begins with the issuance of the solicitation and ends upon the execution of an agreement or cancellation of the solicitation. Failure to adhere to this restriction may result in the protest being rejected or denied by the County without further consideration.

#### **29.0** PUBLIC ENTITY CRIMES

- 29.1 In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit an offer 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.
- 29.2 Additionally, pursuant to County policy, a conviction of a public entity crime may cause the rejection of an offer. The County may make inquiries regarding alleged convictions of public entity crimes. The failure of an offeror to promptly supply information in connection with an inquiry may be grounds for rejection of an offer.

#### **30.0** PUBLIC MEETINGS

- 30.1 Notice of any public meetings pertaining to this solicitation shall be posted at

**ATTACHMENT "B"**

**GENERAL TERMS AND CONDITIONS OF SOLICITATIONS AND PURCHASE ORDERS**

[www.scgov.net](http://www.scgov.net).

**31.0** PUBLIC RECORDS

31.1 Offerors acknowledge that all documents submitted with their offer are subject to disclosure under Florida public records laws. If an offeror wishes to claim exemption from disclosure to the public records law for any of its documents submitted, the offeror must cite the specific statutory exemption being asserted.

**32.0** RESERVED RIGHTS

32.1 The County reserves the right to accept or reject any or all offers, to waive irregularities and technicalities, and to request clarifications or additional information from offerors.

32.2 The County reserves the right to accept all or any part of the offer and to increase or decrease quantities to meet additional or reduced requirements of the County.

32.3 Any sole response received by the submission date may or may not be rejected by the County depending on available competition and current needs of the County.

32.4 The County reserves the right to cancel a solicitation at any time and to cancel any recommended award or recommended contract at any time prior to execution.

32.5 To be responsive, offeror shall submit an offer which conforms in all material respects to the requirements set forth in the solicitation.

32.6 To be responsible, offeror shall have the demonstrated ability or capability to fully perform the requirements of the solicitation and has the integrity and reliability to assure contractual performance.

32.7 Offerors are advised that any person, firm, or other party to whom they propose to award a subcontract must meet all minimum qualifications as stated in the specifications.

32.8 Offerors are required to submit pricing on forms supplied by the County. Offers, may be deemed non-responsive if required forms are not used and duly signed by an authorized representative of the offeror.

32.9 Offerors submitting more than one bid form or price proposal in response to a solicitation will be deemed non-responsive.

32.10 Unless otherwise stated in the specifications, any contracts resulting from this solicitation are non-exclusive. The County reserves the right, in its sole opinion, to direct purchase items listed in this solicitation

**33.0** RESULTING AGREEMENT

33.1 Any agreement resulting from a solicitation may, at the sole discretion of the County, contain provisions that differ from the terms of the solicitation.

**34.0** ROYALTIES AND PATENTS

34.1 The offeror shall pay all royalties and license fees for equipment or processes in conjunction with the equipment and/or services being furnished. Offerors shall defend all suits or claims for infringement of any patent, trademark or copyright, and shall save the County harmless from loss on account thereof, including costs and attorney's fees.

**ATTACHMENT "B"**

**GENERAL TERMS AND CONDITIONS OF SOLICITATIONS AND PURCHASE ORDERS**

**35.0** SOLICITATION EXPENSES

35.1 Offerors shall bear all costs and expenses incurred with developing, preparing, and submitting their offers.

**36.0** SUSTAINABILITY

36.1 As stated in Sarasota County Code, Section 2-230, "The County is committed to the procurement of products and services that minimize negative environmental and social impacts and emphasize long-term values. Preference shall be given to products or services that have a lesser or reduced effect on human health and the environment when compared to other products and services that serve the same purpose." Sarasota County expects offerors to provide cost effective and functional methods to meet this objective in their work products. Offerors should optimize post-consumer recycled content and reduce packaging and waste in creating their offers.

**37.0** TAXES

37.1 Sarasota County is exempt from Federal Excise and State Sales Taxes (Department of Revenue Certification No. 85-8012515235C-5).

**38.0** TECHNOLOGY

38.1 Computer systems and databases used for providing the documents necessary to any Agreement shall be compatible with existing COUNTY systems. The COUNTY operates on a Cisco/Nortel hybrid optical network behind a CheckPoint firewall. COUNTY PCs run Microsoft Windows XP and Windows-compatible software. The COUNTY'S wireless network is Cisco-based.

38.2 The County records all land related changes and/or activities in its corporate ESRI ArcGIS 9.x based Geographic Information System (GIS). Therefore, all GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of a project will be provided to the County as a project deliverable for inclusion into the County's GIS, at no additional cost. GIS data files submitted in support of a project must adhere to Sarasota County GIS Standards, and CAD drawings submitted must adhere to Sarasota County CAD Standards. Both standards are available via the County website ([www.scgov.net](http://www.scgov.net)).

**39.0** TIME EXTENSION

39.1 The County may extend a Term Contract up to ninety (90) days beyond the expiration date of the existing contract. The price in effect on the last day of the contract shall remain in effect for the contract extension period. Additional extensions shall be subject to agreement of both parties.

**40.0** TRAVEL EXPENSE

40.1 Any travel expenses of an offeror which are approved for reimbursement by the County shall be subject to the limitations set forth in Section 112.061, Florida Statutes.