



**BAY COUNTY TRANSPORTATION PLANNING ORGANIZATION  
1010 CONE AVENUE PANAMA CITY, FLORIDA 32401**

**INVITATION FOR BID:  
IFB 23-01**

**DATE ISSUED: July 3<sup>rd</sup>, 2023**

**Bus Wash Facility Construction Project:  
920 Wilson Avenue  
Panama City, FL 32401**

**SUBMITTED BY:**

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## **INSTRUCTIONS TO BIDDERS**

Some of the instructions below may not apply to all projects. The scope of work/specifications shall control any conflicting provisions.

### **INTRODUCTION**

The Bay County Transportation Planning Organization is seeking bids from vendors capable of constructing a bus wash facility that will be located at 920 Wilson Avenue Panama City, Florida 32401. The project will involve the construction of a building with the required infrastructure to house a pre-manufactured heavy duty vehicle wash system.

Any contract awarded under this Invitation for Bid is expected to be funded in part by a grant from the Federal Transportation Administration (FTA). It is imperative that Respondents examine and become familiar with the grant requirements. Funding for the project has been made possible through this program and is contingent on strict conformance to the guidelines set forth by FTA.

Neither FTA nor any of its departments, agencies or employees is or will be a party to this Request for Proposals or any resulting contract.

### **QUALIFICATIONS**

Vendors shall be Florida certified general contractor. Subcontractors shall be Florida licensed as required by applicable trades. Bids may be deemed nonresponsive if not accompanied by proof of any required State of Florida certifications and/or licenses.

### **MANDATORY PRE-BID MEETING**

A mandatory Pre-Bid Meeting will be held on , **July 10, 2023 at 10:00 am (Central Time)** at the Bayway Administration Facility, 1010 Cone Avenue, Panama City, FL 32401.

Note: Respondents shall attend the pre-submittal meeting. Any Respondent who fails to attend will be deemed non-responsive and automatically disqualified from further consideration. The purpose of this meeting is to familiarize respondents with the project and answer questions. All Respondents must be present and signed in prior to the start of the mandatory Pre-Submittal Meeting. The convener of the meeting will collect the sign in sheet(s) and the meeting will "Officially" start. Anyone not signed in at the "Official" start of the meeting will be considered late and will not be allowed to propose on the project. Please allow 10 to 15 minutes to sign in prior to the start of the Mandatory Pre-Submittal Meeting.

In the event that any discussions or questions at the pre-submittal meeting or afterward require additional clarification the Bay County Transportation Planning Organization will issue a written summary of questions and answers as an addendum to this Request for Proposals.

### **BID DEADLINE/DELIVERY**

**Electronic/Sealed Bids** for IFB **NO: 23-01 Bus Wash Facility Construction Project** will be received by the Bay County Transportation Planning Organization of Bay County, Florida at the Bayway Administration Facility, 1010 Cone Avenue, Panama City, Florida 32401 up until **2:00 PM (central time) Monday, August 7<sup>th</sup>, 2023**. Proposals will be publicly opened immediately following the deadline. It is the sole responsibility of the Respondent to ensure that the Proposal is received on time.

Each Proposal shall be delivered to the Bay County Transportation Planning Organization, at 1010 Cone Avenue, Panama City, Florida 32401, no later than the Proposal deadline. Any bid received after the specified time will not be considered.

Bids for this solicitation will be accepted electronically via [Bonfire](#) Web portal **or** by paper, sealed and delivered to the Bay County Transportation Planning Organization at 1010 Cone Avenue, Panama City, Florida 32401.

Special Accommodation: Any person requiring a special accommodation at a Pre-Proposal Conference or Proposal opening because of a disability should call the Bay County Transportation Planning Organization at (850) 248-8161 at least five (5) workdays prior to the Submittal opening. For Hearing Impaired, Dial 1-800-955-8771 (TOO), and 1-800-955-8770 (Voice).

## **BID DOCUMENTS**

Electronic versions of the solicitation documents are available via Bay County Transit Department's Bonfire web portal <https://baycountyfl.bonfirehub.com/portal/?tab=openOpportunities>.

Bid documents, plans, blueprints, or other materials may also be obtained by contacting the Bay County Transportation Planning Organization, [sculbreth@baycountyfl.gov](mailto:sculbreth@baycountyfl.gov), 1010 Cone Avenue, Panama City, FL 32401, (850) 248-8161.

For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Bay County Transit Department will make a good faith effort to ensure that all registered bidders (those who have been registered as receiving a bid package) receive the documents.

## **POINT OF CONTACT**

The Bay County Transit Department will be the only point of contact for this IFB. Under no circumstances may a bidder contact any Bay County Transportation Planning Organization Board Member, Committee Member, or employee concerning this IFB until after award. Any such contact may result in disqualification.

## **QUESTIONS**

Bidders shall submit all questions, in writing, to the Bay County Transportation Planning Organization, Attn: Sandra Culbreth, 1010 Cone Avenue, Panama City, FL, 32401, by e-mail [sculbreth@baycountyfl.gov](mailto:sculbreth@baycountyfl.gov). All questions shall be submitted no later than **4:30 PM (central time) on Monday, July 17<sup>th</sup>, 2023**.

## **ADDENDA**

If any addenda are issued after the initial specifications are released, the Bay County Transportation Planning Organization will post the addenda on the [Bonfire](#) web portal.

It is the responsibility of the bidder prior to submission of any bid to check the above website or contact the Bay County Transit Department to verify any addenda issued. The receipt of all addenda must be acknowledged on the addenda response sheet.

## **BID FORM**

To receive consideration, all bids shall be made on the forms provided, properly executed and with all items filled out. Do not change the wording of the Bid Form and do not add words to the wording of the Bid Form. No conditions, limitations or provisions will be attached or added to the Bid Form or other bid documents by the bidder. No bidder shall be permitted to correct a bid mistake after bid opening that would cause such bidder to have the low bid, except for the correction of errors in extension of unit prices in the bids. In such cases, the unit price bid shall not be changed and shall prevail.

## **BONDS**

A Bid Bond, in the amount of 5% of the proposed base bid contract amount, shall accompany each bid. A scanned copy may be submitted with the e-bid. The successful bidder's security will be retained until the contract has been signed and the bidder has furnished the required Public Construction Bond. The **Bay County**

**Transportation Planning Organization** reserves the right to retain the security of the next bidder until the selected bidder enters into contract or until 90 days after bid opening, whichever is shorter. All other bid security will be returned as soon as practicable.

#### **COMPLETE BID AMOUNTS: EXAMINATION OF SPECIFICATIONS, WORK SITE**

Bids shall be on the basis of unit price and shall be compensation in full for the complete work. The unit prices shall include all charges for completing the work and include layout, insurance, taxes, field office and supervision, overhead and profit, permits, impact fees, bonds and miscellaneous items needed to complete the bid. No allowance will be made to any bidder because of a claimed lack of examination or knowledge. The submission of a bid shall be construed as conclusive evidence that the bidder has made such examination.

#### **WITHDRAWAL OF BIDS**

Any Bidder may withdraw their bid, either personally or by written request, at any time prior to the scheduled time for opening bids. No Bidder may withdraw their bid for a period of ninety (90) days after the date for opening and all bids shall be subject to acceptance by the Bay County Transportation Planning Organization during this period.

#### **BASIS OF AWARD**

The contract will be awarded to the lowest, responsive, responsible bidder who has proposed the lowest qualified Base Bid and is deemed qualified by Bay County Transit Department, subject to the Bay County Transportation Planning Organization's right to reject any or all bids and to waive informality and irregularity in the proposals and proposing.

#### **RIGHT TO REJECT**

The Bay County Transportation Planning Organization reserves the right to:

- reject any or all Submittals received;
- select and award any portion of any or all submittal items;
- waive minor informalities and irregularities in the Respondent's Submittal.

A bid may be rejected if it is non-responsive or does not conform to the requirements and instructions in this IFB. A bid may be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional bids, incomplete bids, indefinite or ambiguous bids, failure to meet deadlines and improper and/or undated signatures. Other conditions which may cause rejection of bids include evidence of collusion, obvious lack of experience or expertise to perform the required work, submission of more than one bid for the same work from an individual, bidder or corporation under the same or a different name, and/or failure to perform or meet financial obligations on previous contracts. Bids may be rejected if not delivered on or before the date and time specified as the due date for submission of the bid.

#### **EXECUTION OF AGREEMENT**

The successful bidder shall, within 10 days after receipt of the Notice of Award and the contract forms or documents, sign and deliver to the Bay County Transportation Planning Organization all required contract documents in form and substance approved by the Bay County Transportation Planning Organization. The vendor shall also deliver any required bonds and policies of insurance or insurance certificate as required. All bonds and insurance documents shall be approved by the Bay County Transit Department before the successful bidder may proceed with the work.

Notice of Award nor the execution of the required contract documents by the Vendor create any rights in the bidder. The bidder has no rights with respect to the award of the contract until a fully executed contract is signed by all required parties and all insurance policies and other required deliverables are provided and approved by

the Bay County Transportation Planning Organization.

### **LICENSING**

Bidder shall be properly licensed for the appropriate work specified in this Invitation for Bid. All bidders are requested to submit any required license(s) with their bids. License(s) must be effective as of the bid opening date and must be maintained throughout the contract period. Failure to be properly licensed as stated above will result in the rejection of the bid as nonresponsive.

### **PUBLIC RECORDS**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State or Federal Law, all bidders should be aware that bids, responses, and proposals are in the public domain. Bidders must identify specifically any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

### **EXEMPTION OF MEETINGS/PRESENTATIONS**

Pursuant to Florida Statute section 286.0113(2), any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from public meeting requirements. However, the Bay County Transportation Planning Organization must make a complete recording of any portion of an exempt meeting and no portion of the exempt meeting may be held off the record. The recording of, and any records presented at, the exempt meeting are exempt from the public records law of section 119.07(1), Fla. Stat. (2015) and section 24(a), Art. I of the State Constitution, until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, submittals, or final replies, whichever occurs earlier. If the Bay County Transportation Planning Organization rejects all bids, submittals, or replies and concurrently provides notice of its intent to reissue a competitive solicitation, the recording and any records presented at the exempt meeting remain exempt from section 119.07(1), Fla. Stat. (2015) and section 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial agency notice rejecting all bids, submittals, or replies.

### **REPRESENTATIONS**

The contract documents contain the provisions required for the project. Information obtained from a Bay County Transportation Planning Organization Board Member, Committee Member, or employee of the Bay County Transportation Planning Organization or any other person shall not affect the risks or obligations assumed by the bidder or relieve the bidder from fulfilling any of the conditions of the contract.

### **WARRANTY**

All goods and services furnished by bidder, relating to and pursuant to this IFB, will be warranted to meet or exceed the specifications contained herein. In the event of breach, the bidder will take all necessary action, at bidder's expense, to correct such breach in the most expeditious manner possible.

### **SUBCONTRACTORS**

The successful bidder will be the prime service provider and shall be responsible for all work performed and contract deliverables. Proposed use of subcontracts should be included in the bidder's response. Requests for use of subcontractors received subsequent to the solicitation process are subject to review and approval by the

Bay County Transportation Planning Organization. The Bay County Transportation Planning Organization reserves the right to request and review information in conjunction with its determination regarding a subcontract request. All subcontractors are subject to the same requirements of this solicitation as the successful bidder.

#### **BID PROTEST**

If a party intends to initiate such an action, they must electronically notify the Bay County Transportation Planning Organization no later than one business day after notice of the awarding authority's decision.

#### **ANTICIPATED SCHEDULE**

This schedule may be altered solely at the Bay County Transportation Planning Organization's discretion:

- IFB Advertisement Monday, July 3<sup>rd</sup>, 2023
- Mandatory Pre-Bid Meeting Monday, July 10<sup>th</sup>, 2023
- Questions Due Date Monday, July 17<sup>th</sup>, 2023
- Bid Deadline Monday, August 3<sup>rd</sup>, 2023
- Board Meeting for recommended award Wednesday, November 1<sup>st</sup>, 2023

## BID CHECKLIST

The checklist is provided as a courtesy and may not be all inclusive of items required within this Invitation for Bids.

The following bid forms may be submitted electronically through <https://baycountyfl.bonfirehub.com/projectDrafts/95314/requestedInformation>. Bidders submitting paper bids may download all documents from the Bay County Transit Department's web page: <https://baycountyfl.bonfirehub.com/projectDrafts/95314/publicFiles>.

- ☐ Bid Form
- ☐ Addendum Acknowledgement
- ☐ Anti-Collusion Clause
- ☐ Conflict of Interest
- ☐ Drug Free Workplace
- ☐ Sub-Contractors
- ☐ Bid Bond

The following Federal forms shall be scanned and submitted with the electronic bid. Bidders submitting paper bids may download all documents from the Bay County Transit Department's web page: <https://baycountyfl.bonfirehub.com/projectDrafts/95314/publicFiles>.

- ☐ Buy America Certification Form
- ☐ Certification and Restrictions on Lobbying
- ☐ Federal Clauses Acknowledgement Form
- ☐ Certification on Government Wide Debarment and Suspension Form

The Bid Bond may be scanned and submitted with the electronic bid. Bidders submitting paper bids may download all documents from the Bay County Transit Department's web page: <https://baycountyfl.bonfirehub.com/projectDrafts/95314/publicFiles>.



**ATTACHMENTS 1**  
**REQUIRED FORMS**

**BID FORM**  
**IFB NO: 23-01**

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This proposal of \_\_\_\_\_, hereinafter called "BIDDER," organized and existing under the laws of the State of \_\_\_\_\_ doing business as \_\_\_\_\_ (Insert "a corporation", "a partnership" or "an individual" as applicable), is hereby submitted to the Bay County Transportation Planning Organization, hereinafter called "OWNER."

In compliance with the Advertisement for Bids, BIDDER hereby proposes to perform all work, as detailed in this bid.

By submission of this BID, each Bidder certifies, and in the case of a joint BID each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any other competitor.

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Contractor agrees to perform the entire work as indicated on the drawings and in compliance with the Contract Documents and Specifications, complete in every detail.

The Base Bid is: \$ \_\_\_\_\_

Submitted By: \_\_\_\_\_  
Name of Firm/Contractor Submitting This Bid

Bid Prepared By: \_\_\_\_\_  
Name of Individual Who Prepared This Bid

Contact Email: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Contractor License: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

SEAL:  
(If by Corporation)

**ADDENDUM ACKNOWLEDGEMENT**

I acknowledge receipt of the following addenda:

ADDENDUM NO.	_____	DATED	_____
ADDENDUM NO.	_____	DATED	_____
ADDENDUM NO.	_____	DATED	_____
ADDENDUM NO.	_____	DATED	_____
ADDENDUM NO.	_____	DATED	_____

Name of Firm:	_____
Authorized Signature:	_____
Printed Name:	_____
Title:	_____
Date:	_____

It is the responsibility of the firm to ensure that they have received addendums if issued.

Call (850) 248-8161 or email [sculbreth@baycountyfl.gov](mailto:sculbreth@baycountyfl.gov) prior to submitting your bid to ensure that you have received addendums.

## **ANTI-COLLUSION CLAUSE**

Firm certifies that their response is made without prior understanding, agreement or connection with any Corporation, Firm or person submitting a response for the same services and is in all respects fair and without collusion or fraud.

Name of Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST

Vendor Name: \_\_\_\_\_

Vendor FEIN: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Section 287.135, Florida Statutes prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are participating in a boycott of Israel, are on the Scrutinized Companies that Boycott Israel list, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the sector entitled "Respondent Vendor Name" is not participating in a boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and has not been engaged in business operations in Cuba or Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all firms, must disclose if any Bay County Transportation Planning Organization Board Member(s), employee(s), elected officials(s), or any of its agencies is also an owner, corporate officer, agency, employee, etc., of their firm. Indicate either "yes" (a Bay County Transportation Planning Organization Board Member, employee, elected official, or any of its agencies is also associated with your firm), or "no". If yes, give person(s) name(s) and position(s) with your firm.

☐ Yes

☐ No

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## IDENTICAL TIE BIDS/DRUG FREE WORKPLACE

In the event of tie bids, the Bay County Transportation Planning Organization shall conduct a lottery to determine the apparent low bidder. The Transit Program Administrator shall determine the method of lottery (e.g., coin toss) and invite the tie bidders to attend the lottery event to establish the low apparent bidder, to be held on a specific date and time. The Transit Program Administrator or appointee shall execute the lottery in the presence of the affected bidders, should they choose to attend, and a Bay County Transit Department staff member who acts as a witness. The winner of the lottery is declared the apparent low bidder and the loser is declared the second low bidder.

Name of Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# SUB-CONTRACTORS

As the bidder, I submit a listing of the Sub-Contractors which I shall use to accomplish the Work. Sub-Contractors are listed by name, address, amount of work and item of work. If none, please state so.

Sub-contractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Work to be performed: \_\_\_\_\_

Dollar Amount:       \$ \_\_\_\_\_

Sub-contractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Work to be performed: \_\_\_\_\_

Dollar Amount:       \$ \_\_\_\_\_

Sub-contractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Work to be performed: \_\_\_\_\_

Dollar Amount:       \$ \_\_\_\_\_

Sub-contractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Work to be performed: \_\_\_\_\_

Dollar Amount:       \$ \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## BID BOND

By this Bond, We, \_\_\_\_\_ as Principal and \_\_\_\_\_, a corporation, as Surety, are bound to the Bay County Transportation Planning Organization, in the sum of \$\_\_\_\_\_ for the payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally. The Condition of this bond is such that:

The Principal has submitted to the Bay County Transportation Planning Organization a certain Bid dated \_\_\_\_\_.

1. If said Bid shall be rejected, or, if said Bid shall be accepted and the Principal shall execute and deliver a Contract, and furnish bonds for the faithful performances of work and for the payment of all persons performing labor and furnishing materials in connection therewith, and shall fulfill all other aspects created by the acceptance of said Bid, then this obligation shall be void. Otherwise, this bond shall remain in full force and effect with it being expressly understood and agreed that the liability of the Surety and for any and all claims hereunder shall, in no event, exceed the amount of this obligation.
2. This Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and this bond shall, in no way, be impaired or affected by any extension of time within which the Bay County Transportation Planning Organization may accept such Bid; and Surety hereby waives notice of any such extension.

Signed, sealed and delivered in three (3) counterparts on \_\_\_\_\_.

### CORPORATE PRINCIPAL

By: \_\_\_\_\_ Attest: \_\_\_\_\_  
Its: \_\_\_\_\_ Seal: \_\_\_\_\_

Acknowledged and subscribed on \_\_\_\_\_, before the undersigned authority by \_\_\_\_\_, as the \_\_\_\_\_ of the Corporation named as Principal and with due authorization of the Corporation.

\_\_\_\_\_  
Notary Public

### SURETY

By: \_\_\_\_\_ Attest: \_\_\_\_\_  
Seal: \_\_\_\_\_

Countersigned:

By: \_\_\_\_\_  
Attorney-in-Fact, State of Florida

## **BUY AMERICA CERTIFICATION**

### **Steel or Manufactured Products**

If steel, iron, or manufactured products (as defined in 49 CFR 661.3 and 661.5) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR 661.13(b).

#### **Certificate of Compliance with Buy America Requirements**

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Name of Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

#### **Certificate of Non-Compliance with Buy America Steel or Manufactured Products Requirements**

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. 661.7.

Name of Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, \_\_\_\_\_ hereby certify on behalf of  
\_\_\_\_\_ that:

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

Name of Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

Recipients, contractors, and subcontractors that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person (found below); or (c) adding a clause or condition to the contract or subcontract.

**Instructions for Certification:** By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

- 1) It will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR part 180,
- 2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
  - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
    1. Debarred,
    2. Suspended,
    3. Proposed for debarment,
    4. Declared ineligible,
    5. Voluntarily excluded, or
    6. Disqualified,
  - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
    1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
    2. Violation of any Federal or State antitrust statute, or,
    3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
  - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
  - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
  - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
  - f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

1. Equals or exceeds \$25,000,,
2. Is for audit services, or,
3. Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:

1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
  - a. Debarred from participation in its federally funded Project,
  - b. Suspended from participation in its federally funded Project,
  - c. Proposed for debarment from participation in its federally funded Project,
  - d. Declared ineligible to participate in its federally funded Project,
  - e. Voluntarily excluded from participation in its federally funded Project, or
  - f. Disqualified from participation in its federally funded Project, and

3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

### **Certification**

Name of Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## FEDERAL CLAUSES ACCEPTANCE FORM

Firm Name: \_\_\_\_\_

Dated: \_\_\_\_\_

This purchase shall conform in all respects to the Federal Transit Administration's Federally Required and Other Model Clauses including but not limited to the clauses checked below:

THESE FEDERAL CLAUSES DO NOT APPLY TO MICRO-PURCHASES (\$10,000 OF LESS, EXCEPT FOR CONSTRUCTION CONTRACTS OVER \$2,000	
<input type="checkbox"/>	ACCESS TO RECORDS AND REPORTS
<input type="checkbox"/>	AMERICANS WITH DISABILITIES ACT (ADA)
<input type="checkbox"/>	BOND REQUIREMENTS
<input type="checkbox"/>	BUS TESTING
<input type="checkbox"/>	BUY AMERICA REQUIREMENTS
<input type="checkbox"/>	RESTRICTIONS ON LOBBYING
<input type="checkbox"/>	CARGO PREFERENCE REQUIREMENTS
<input type="checkbox"/>	CHARTER SERVICE
<input type="checkbox"/>	CIVIL RIGHTS LAWS AND REGULATIONS
<input type="checkbox"/>	CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
<input type="checkbox"/>	CONFORMANCE WITH ITS NATIONAL ARCHITECTURE
<input type="checkbox"/>	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
<input type="checkbox"/>	DAVIS BACON ACT AND COPELAND ANTI-KICKBACK ACT
<input type="checkbox"/>	DEBARMENT AND SUSPENSION
<input type="checkbox"/>	DISADVANTAGED BUSINESS ENTERPRISE (DBE)
<input type="checkbox"/>	ENERGY CONSERVATION
<input type="checkbox"/>	EQUAL EMPLOYMENT OPPORTUNITY
<input type="checkbox"/>	FEDERAL CHANGES
<input type="checkbox"/>	FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS
<input type="checkbox"/>	FLY AMERICA
<input type="checkbox"/>	INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS
<input type="checkbox"/>	NO GOVERNMENT OBLIGATION TO THIRD PARTIES
<input type="checkbox"/>	NOTICE TO THIRD PARTY PARTICIPANTS
<input type="checkbox"/>	NOTIFICATION TO FTA
<input type="checkbox"/>	PATENT RIGHTS AND RIGHTS IN DATA
<input type="checkbox"/>	PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES
<input type="checkbox"/>	PROCUREMENT OF RECOVERED MATERIALS
<input type="checkbox"/>	PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS
<input type="checkbox"/>	PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
<input type="checkbox"/>	PROMPT PAYMENT

<input type="checkbox"/>	PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS
<input type="checkbox"/>	SAFE OPERATION OF MOTOR VEHICLES
<input type="checkbox"/>	SCHOOL BUS OPERATIONS
<input type="checkbox"/>	SEISMIC SAFETY
<input type="checkbox"/>	SEVERABILITY
<input type="checkbox"/>	SIMPLIFIED ACQUISITION THRESHOLD
<input type="checkbox"/>	SOLID WASTES
<input type="checkbox"/>	SPECIAL DOL EEO CLAUSE
<input type="checkbox"/>	SPECIAL NOTIFICATION REQUIREMENTS FOR STATES
<input type="checkbox"/>	SUBSTANCE ABUSE REQUIREMENTS
<input type="checkbox"/>	TERMINATION
<input type="checkbox"/>	TRAFFICKING IN PERSONS
<input type="checkbox"/>	VETERANS HIRING PREFERENCE
<input type="checkbox"/>	VIOLATION AND BREACH OF CONTRACT

Name of Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENTS 2**  
**SAMPLE CONTRACT**



## SAMPLE CONTRACT

This Contract, dated \_\_\_\_\_ is between the Bay County Transportation Planning Organization, located at 1010 Cone Avenue, Panama City, FL 32401 ("TPO"), and \_\_\_\_\_ (Vendor Name), located at \_\_\_\_\_ (Address) ("Vendor").

### 1. **Scope of Work**

The TPO desires to hire Vendor to provide all necessary labor, supervision, equipment, supplies and materials for the construction of a bus wash facility located at 920 Wilson Avenue, Panama City, Florida. Project will be completed in accordance with the MLD Architects, Project No. 162722 construction plans. The Work includes creating a new 3,400 SQFT concrete masonry block bus wash facility on the existing Bay County Transit property.

The Vendor will perform those services in accordance with Exhibit 1 General Terms and Conditions and the MLD Architects construction plans as implemented by the attached Exhibit 2. The Vendor hereby agrees to provide the following services to the TPO according to IFB 23-01 Bus Wash Facility Construction Project said documents being incorporated into this agreement as if fully set out herein, and the Vendor's response thereto, said documents being attached as Exhibit 3, to the extent they are not inconsistent with this Agreement.

### 2. **Term**

This Contract shall commence upon the date of receipt of the "Notice to Proceed" and work shall be completed in 240 calendar days.

### 3. **Contract Price**

The TPO shall pay the Vendor for services provided in accordance with the Florida Prompt Payment Act of the Florida Statutes, Chapter 218.70, upon receipt of the Vendor's invoice and written approval of same by the TPO's Designated Representative indicating that services have been rendered in conformity with this Agreement. The Vendor shall submit an invoice for payment to the TPO on a monthly basis for those specific services, as described in this Agreement, IFB 23-01 and the Vendor's proposal cost of \$\_\_\_\_\_, that were satisfactorily completed during that invoicing period.

### 4. **Payments**

Notwithstanding anything to the contrary herein, the TPO shall pay the Vendor for services performed under this Contract in accordance with the Local Government Prompt Payment Act (F.S. §218.70, et seq.) Pay requests shall be sworn statements based upon the progress made and submitted to the TPO on a monthly basis. Payment by the TPO to the Vendor of the statement amount shall be made within twenty (20) days after the date on which the payment request or invoice is stamped as received. Five percent (5%) retainage shall be held at the discretion of the TPO.

Final Payment - Final payment constituting the unpaid balance of the cost of the Project and the Vendor's fee, shall be due and payable within 30 days after the Project is delivered to the TPO, finished and ready for beneficial occupancy, or when the TPO occupies the Project, whichever event first occurs provided that the project be then substantially completed and this agreement substantially performed. However, if there should remain work to be completed, the Vendor and the TPO shall list those items prior to receiving final payment and the TPO may retain a sum equal to 150% of the estimated cost of completing any unfinished work and the applicable portion of the Vendor's retainage, provided that said unfinished

items are listed separately and estimated cost of completing any unfinished items are likewise listed separately. Thereafter, TPO shall pay to Vendor, monthly, the amount retained from each incomplete item after each of said items is completed.

Payments to Subcontractors - The Vendor shall promptly, but not later than 10 days after receipt of payment from the TPO, pay all the amount due subcontractors. If there should remain items to be completed, the Vendor and TPO shall list those items required for completion and the Vendor shall require the retainage of a sum equal to 200% of the estimated cost of completing any unfinished items, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items likewise listed separately. Thereafter, The Vendor shall pay to the subcontractors, monthly; the amount retained for each incomplete item after each of said items is completed. Before issuance of final payment without any retainage, the subcontractor shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted and instruction for the TPO's operating and maintenance personnel is complete. Final payment may be made to certain select subcontractors who work is satisfactorily completed prior to the total completion of the Project but only upon approval of the TPO.

Delayed Payments by TPO - If the TPO shall fail to pay the Vendor within 20 days after the receipt of an approved payment request from the Vendor, then the Vendor may, upon fourteen (14) additional days advance written notice to the TPO and the Architect stop the Project until payment of the amount owing has been received, provided that the payment request has been submitted in sufficient detail to comply with the guidelines of the Office of the Clerk of the Circuit Court for Bay County. In the event that there is a dispute in the amount of the pay request, then only the disputed amount shall be held until resolved and the undisputed amount shall be paid within the time limits as stated within this paragraph. If undisputed amounts are timely paid, then the Vendor shall not stop the Project in any fashion and the progress of the project shall not be interrupted. Both parties agree that best efforts be made to resolve the disputed amount.

Payment for Materials and Equipment - Payments will be made for material and equipment not incorporated in the work but delivered and suitably stored at the site (or another location, subject to prior approval and acceptance by the TPO on each occasion).

5. **Independent Contractor**

The Vendor shall at all times, relevant to this contract, be an independent contractor and in no event shall the Vendor, nor any employees or sub-contractors under it, be considered to be employees of the TPO.

6. **Vendor's Personnel**

Vendor has the exclusive right to hire and terminate its employees and may transfer or reassign any of its employees to other work of the Vendor. The direction of the work of Vendor's employees shall be under the exclusive control of Vendor. If the TPO objects to the presence or performance of any employee of Vendor, Vendor shall remove such employee from the TPO's premises.

7. **Cooperation**

Vendor agrees to perform each phase of the work at the scheduled time and in the scheduled sequence. Vendor will cooperate with the TPO or their designee as requested and specifically to allow the TPO to inspect the performance of work of this Contract.

8. **Materials, Supplies, Etc.**

Vendor shall furnish and supply all tools, materials, consumable supplies and equipment, safety devices and equipment, and any special clothing that are required to perform the work of this Contract and consistent with the requirements of the IFB.

9. **Records / Audits**

The TPO is a public agency subject to Chapter 119, Florida Statutes. The Vendor shall comply with Florida's Public Records Law. Specifically, the Vendor shall:

Keep and maintain public records required by the TPO in order to perform the service;

Upon request from the TPO's custodian of public records, provide the TPO 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, F.S. or as otherwise provided by law.

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 TPO.

Upon completion of the contract, transfer, at no cost to the TPO, all public records in possession of the Vendor, or keep and maintain public records required by the TPO to perform the service. If the Vendor transfers all public records to the TPO 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 the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TPO, upon request from the TPO's custodian of public records in a format that is compatible with the information technology systems of the TPO.

The Vendor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. The TPO, the State of Florida, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following Contract completion.

10. **Public Records Custodian**

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 Lamar Hobbs, Custodian of Public Records, at (850) 248-8161, lhobbs@baycountyfl.gov or 1010 Cone Avenue, Panama City, Florida 32401.

11. **Inspector General**

The parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s. 20.055(5), Florida Statutes. "(5) It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section."

12. **TPO Representative**

The Transit Program Administrator or a designee has authority to designate the work to be done by Vendor, to inspect such work, and to resolve questions which arise between the parties. The Vendor or the Vendor's designee will deal with the TPO's representative on matters relating to the performance of the work. The TPO shall have the authority to stop the work whenever it deems such action necessary

to secure the safe and proper performance of the work assignment.

**13. Laws, Rules and Regulations**

General Laws: Vendor shall give all notices required of it by law and shall comply with all Federal, State and local laws, ordinances, rules and regulations governing Vendor's performance of this Contract and the preservation of public health and safety. Upon request by the TPO, Vendor shall provide proof of such compliance to the TPO.

Illegal Alien Labor: Vendor shall comply with all provisions state and federal law regarding the hiring and continued employment of aliens not authorized to work in the United States. Vendor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Vendor that the subcontractor is in compliance with such laws. Vendor agrees that it shall 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 the same of any subcontractors. Vendor shall pay all cost incurred to initiate and sustain the verification programs.

**14. Public Entity Crimes Statement**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a vendor, 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. By submission of a proposal in response to this document, the vendor certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

**15. E- Verify**

As a condition precedent to entering into this agreement, and in compliance with Section 448.095, Fla. Stat., Vendor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees.

Vendor shall require each of its subcontractors to provide Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Vendor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this agreement.

The TPO, Vendor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

The TPO, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Vendor otherwise complied, shall promptly notify Vendor and Vendor shall immediately terminate the contract with the subcontractor. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Vendor acknowledges that upon termination of this agreement by the TPO for a violation of this section by Vendor, Vendor may not be awarded a public contract for at least one (1) year. Vendor further acknowledges that Vendor is liable

for any additional costs incurred by the TPO as a result of termination of any contract for a violation of this section.

Subcontracts. Vendor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

**16. Scrutinized Companies**

Vendor must certify that the company is not participating in a boycott of Israel. Vendor must also certify that Vendor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the TPO will not contract for the provision of goods or services with any scrutinized company referred to above.

Vendor must submit the certification attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The TPO shall provide notice, in writing, to the Vendor of the TPO's determination concerning the false certification. The Vendor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Vendor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor does not demonstrate that the TPO's determination of false certification was made in error then the TPO shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

**17. Warranty**

The Vendor shall fully warrant all workmanship and material, in the performance of the obligations under this contract, for a period of one (1) year after completion of the work. The warranty period begins at the date of final payment for the project. The Vendor shall expeditiously repair and remedy any defects in the construction that are discovered within one (1) year, without cost or charge to the TPO. In the event the Vendor fails, within five days after notice, to begin correction of the defect, or fails within a reasonable time thereafter to complete the repair or remedy, the TPO may have the work done at the Vendor's expense or may proceed against the Vendor's Public Construction Bond.

**18. Insurance**

During the term of this Contract, Vendor will purchase and maintain insurance and comply with the TPO's Insurance Requirements, which are attached as Exhibit 4 to this Contract and incorporated by reference.

**19. Bonds**

Vendor will secure and post a Public Construction Bond Exhibit 5 pursuant to Section 255.05 of Florida Statutes. All such bonds shall be issued by a Surety acceptable to the TPO. The County will designate to whom subject bonds shall be posted. Failure or refusal to furnish adequate bonds in a satisfactory form shall subject the Vendor to loss of time from the allowable construction period equal to the time of delay in furnishing the required bonds.

**20. Hold Harmless and Indemnification**

To the extent provided by law, the Vendor shall indemnify, defend, and hold harmless the TPO and the

Bay County Board of County Commissioners, including the TPO's and the Bay County Board of County Commissioners' officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the Vendor or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by the Vendor hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by the Vendor to indemnify the TPO for the negligent acts or omissions of the TPO, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by the Vendor to indemnify the Bay County Board of County Commissioners for the negligent acts or omissions of the Bay County Board of County Commissioners, its officers, agents, or employees, or third parties.

The parties understand and agree that such indemnification by the Vendor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter.

The Vendor's obligation shall not be limited by or in any way to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. If the above indemnity or the defense provisions contained herein or any part of those provisions are limited by Florida Statutes Sec. 725.06(1), or any other applicable law, then with respect to the part so limited, the monetary limitation on the extent of the indemnification shall be the greater of (i) the monetary value of the Contract, (ii) coverage amount of Commercial General Liability Insurance required under the Contract; or (iii) \$1,000,000.00.

This Section survives termination or expiration of this Contract.

**21. Duty to Pay Defense Costs and Expenses**

The Vendor agrees to reimburse and pay on behalf of the TPO the cost of the TPO's legal defense, through and including all appeals, and to include all attorneys' fees, costs, and expenses of any kind for any and all 1) claims described in the Hold Harmless and Indemnification paragraph or 2) other claims arising out of the Vendor's performance of the Contract and in which the TPO has prevailed.

The TPO shall choose its legal defense team, experts, and consultants and invoice the Vendor accordingly for all fees, costs and expenses upon the conclusion of the claim.

Such payment on the behalf of the TPO shall be in addition to any and all other legal remedies available to the TPO and shall not be considered to be the TPO's exclusive remedy.

This Section survives termination or expiration of this Contract.

**22. Notices**

Any notice to be given by the parties shall be in writing and deemed to have been duly given if and when deposited in the United States registered mail, return receipt requested, properly stamped and addressed to:

For the TPO: Bay County Transit Department Attn: Lamar Hobbs 1010 Cone Avenue		For the Vendor:
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The Vendor shall notify the TPO of any change to its address. The TPO will disseminate the address change to all applicable departments and agencies including Finance. The Vendor's notification of address change is sufficient if sent by email or facsimile.

**23. Assignment**

Vendor shall not assign in whole or in part any part of the work of this Contract except with prior written consent of the TPO.

**24. Successors and Assigns**

This Agreement shall be binding on all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

**25. Entire Agreement**

All proposals, negotiations and representations regarding the work of this Contract are merged in this instrument. Any amendment or modification of this Contract shall be in writing and signed by the duly authorized representatives of the parties.

**26. No Waiver**

The waiver by the TPO of, or the TPO's failure to demand strict performance of, any obligation of Vendor shall not be construed to waive or limit the full and faithful performance by the Vendor of another of its obligations or of the same obligation in the future.

**27. Administrative, Contractual, or Legal Remedies**

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the TPO and the Vendor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

**28. Termination for Cause and for Convenience**

This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (a) Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (b) An opportunity for consultation with the terminating party prior to termination.

This contract may be terminated in whole or in part in writing by the TPO for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in (a) above. If termination for default is effected by the TPO, an equitable adjustment in the price for this contract shall be made, but no amount shall be allowed for anticipated profit on unperformed services or other work, and any payment due to the vendor at the time of termination may be adjusted to cover any additional costs to the TPO because of the vendor's default.

If termination for convenience is effected by the TPO, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice. For any termination, the equitable adjustment shall provide for payment to the vendor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the vendor relating to commitments (e.g.,

suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

Upon receipt of a termination action under paragraphs (a) or (b) above, the vendor shall promptly discontinue all affected work (unless the notice directs otherwise) and deliver or otherwise make available to the TPO all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the vendor in performing this contract, whether completed or in process.

Failure of the Vendor to comply with the provision of Section 13 Laws, Rules, and Regulations shall constitute grounds for the TPO to immediately terminate this Contract for cause and declare the Vendor to be non-responsible for bidding or proposing on future contracts for one year from the date the TPO notifies the Vendor of such non-compliance.

**29. Conflicts**

In the case of any conflict between the provisions of this Contract and other contract documents, the following priority for interpretation of those document provisions shall be followed:

- a. The provisions of this contract prevail first.
- b. The bid form and attachments are next.
- c. The initial bid provisions are final priority.

**30. Severability**

The invalidity, in whole or in part, of any section or part of any section of this Contract shall not affect the validity of the remainder of such section or the Contract.

**31. Governing Law & Venue**

This Contract is governed by the laws of the State of Florida. The proper venue for any action regarding this contract is in the appropriate Court in Bay County, Florida.

(SIGNATURES ON FOLLOWING PAGE)



IN WITNESS WHEREOF, the Parties have executed this Contract as of this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Executed by:

**Bay County Transportation Planning Organization**

By: \_\_\_\_\_  
Pamn Henderson, Chair

Attest:

\_\_\_\_\_  
Lamar Hobbs, Transit Program Administrator

Approved as to form:

\_\_\_\_\_  
WC Henry, TPO Attorney

Vendor:

By: \_\_\_\_\_  
Authorized Representative

Its: \_\_\_\_\_

State of Florida  
County of Bay

This Contract was acknowledged and subscribed before me the undersigned notary this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_ and with proper authority, and who is personally know to me or produced identification of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public