

Canaveral Port Authority (CPA) General Conditions

By responding to the solicitation, the following general conditions are accepted by Proposer.

CONFIDENTIAL INFORMATION

Florida law provides that agency records shall at all times be open for personal inspection by any person. s.119.01, F.S., "The Public Records Law". Information and materials received by CPA in connection with all Proposers' response shall be deemed to be public records subject to public inspection in accord with Chapter 119 F.S. However, Florida law provides for certain exemptions to its public records law. Therefore, if the Proposer believes any of the information contained in his or her response is exempt from Florida's public records law, then the Proposer must in his or her response, specifically identify the material which is deemed to be confidential or exempt and cite the legal authority for the exemption; otherwise, CPA will treat all materials received as public records.

E- VERIFY

All Proposers shall be advised that upon negotiations and subsequent contract execution (the "Contract"), the Canaveral Port Authority ("CPA") shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the CPA during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the CPA to perform work pursuant to the Contract between CPA and the selected Proposer.

COMMUNICAITONS

Proposers shall not contact any CPA employee or official on matters relating to this solicitation, except as indicated in the solicitation document. Any attempt to do so, or engaging in lobbying or any other activity interfering with the evaluation process may result in immediate disqualification from current and future solicitations.

PROPOSAL/QUALIFICATIONS SUBMITTAL

Interested proposers have the sole responsibility to ensure their proposals are received by the CPA by the date and time specified in the solicitation document. CPA assumes no responsibility for misdirected or undelivered proposals. Proposals received after the date and time specified will be returned unopened. E-mailed or faxed proposals will not be accepted. Any and all costs associated with preparing and submitting proposals will be the responsibility of the proposer.

AWARD

The Canaveral Port Authority may consider all proposals and reserves the right to award the contract(s) in the best interest of The Canaveral Port Authority. The CPA reserves the right to reject any or all proposals at any time without penalty, and to waive any formalities or technicalities in any proposal.

CONFLICT OF INTEREST

It is the Sellers' responsibility to notify Buyer immediately of any conflict of interest that may arise from any transaction between the two parties. Seller agrees to provide to Buyer an executed Conflict of Interest form immediately upon discovery of any conflict or at any time upon request of Buyer.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Upon Buyer's request, Seller shall provide an executed Certification Regarding Disbarment, Suspension and Other Responsibility Matters form.

BADGING REQUIREMENTS

Seller assumes all costs associated with CPA badging as required to carry out contractual obligations to Buyer.

ERRORS AND OMISSIONS

The CPA shall not be held responsible for any errors or omissions in any part of the solicitation document. Although the CPA has made considerable effort to ensure an accurate representation of the information in the document, the information is supplied solely as a guideline for the prospective proposers. The information is not guaranteed or warranted to be accurate by the CPA, nor is it comprehensive or exhaustive.