

GENERAL TERMS AND CONDITIONS OF SOLICITATIONS

1.0 DEFINITIONS

- 1.1 *County* shall mean Sarasota County.
- 1.2 *Offer* shall mean the response submitted by an offeror to the County's solicitation.
- 1.3 *Offeror* shall mean the legal entity or individual submitting an offer to the County in response to a solicitation. Offeror may also be referred to in solicitation documents as bidder, consultant, firm, proposer, vendor or contractor.
- 1.4 *Evaluation Committee* shall mean those individuals approved by the Procurement Official, or designee, to evaluate offers.

2.0 AVAILABILITY OF DOCUMENTS

- 2.1 All documentation related to Sarasota County solicitations is available through Periscope S2G at www.bidsync.com.
- 2.2 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.
- 2.3 Only documents obtained directly from Periscope S2G (www.bidsync.com) are official versions. Offerors who rely on any other sources for such documents, do so at their own risk.

3.0 QUESTIONS & ADDENDA

- 3.1 Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be submitted electronically through Periscope S2G. All questions must be received no later than the deadline specified in the solicitation. No verbal requests for information will be honored.
- 3.2 The electronic response posted in Periscope S2G or the posting of an addendum in Periscope S2G are the only official methods whereby interpretation, clarification or additional information will be provided. It shall be the responsibility of each offeror, prior to submitting their offer, to visit Periscope S2G and determine if addenda were issued and to make such addenda a part of their offer.
- 3.3 The County shall not be responsible for oral interpretations or representations made by County employees, representatives or third parties. Any questions raised at a pre-solicitation meeting will be formally answered in an addendum.
- 3.4 By submitting an offer, offerors acknowledge receipt of any and all issued addenda, and agree to the provisions of each.

4.0 PUBLIC MEETINGS

Notice of any public meetings pertaining to this solicitation shall be posted on the County calendar at www.scgov.net.

5.0 RESPONSIVENESS TO SOLICITATION REQUIREMENTS

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

- 5.2 Failure to submit 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.
- 5.3 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.
- 5.4 Offerors submitting more than one bid form or price proposal in response to a solicitation may be deemed non-responsive.
- 5.5 The County objects to and shall not consider any additional terms or conditions submitted by an offeror, including any appearing in documents attached as part of an offeror's offer. In submitting its offer, offeror agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with an offer, shall be grounds for rejecting an offer.

6.0 QUALITY GUARANTEE

- 6.1 Unless otherwise specifically provided in the specifications, all equipment, materials and articles incorporated in the work covered by any resulting contract shall be new and of the most suitable grade for the purpose intended.
- 6.2 If any product/service delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed in this solicitation, the offeror shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. Also, the offeror shall refund to Sarasota County any money which has been paid for same.

7.0 RESPONSIBILITY

- 7.1 To be responsible an offeror shall have the demonstrated capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will ensure good faith performance. The County reserves the right to make such investigation as it deems necessary to determine the ability of any offeror to deliver the goods or services requested in accordance with the solicitation documents to County's satisfaction within the prescribed time.
- 7.2 The offeror shall provide information the County deems necessary to make this determination. Such information may include, but shall not be limited to: project references, current financial statements, projected project schedule(s), verification of availability of equipment and personnel, evidence of authority to conduct business in the jurisdiction where services are being provided, and past performance records.

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7.3 The County may review any scope of work with an offeror before accepting the offer. Before award of the contract, the offeror shall furnish to the County an analysis of its prices, if requested to do so.

8.0 RETENTION OF OFFER

All offers submitted in response to this solicitation shall be retained by the County.

9.0 IRREVOCABLE OFFER

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

10.0 INSURANCE

10.1 Before performing any work, offeror shall procure and maintain insurance listed in the solicitation.

10.2 The offeror shall submit proof of insurance per Sarasota County's specifications, including additional insured, upon request by the County. Failure to submit proof of required insurance within ten (10) business days of request by the County may result in an award being rescinded.

11.0 RESERVED RIGHTS

11.1 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.

11.2 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.

11.3 Any sole offer received by the submission date may be accepted or rejected by the County Administrator or designee. In the event the County rejects the sole offer, it may elect to negotiate with any responsible provider.

11.4 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.

11.5 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.

11.6 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.

11.7 The County reserves the right to request price justification, if, in its sole opinion, offeror has submitted a bid or quote that appears to be unbalanced. Offerors submitting unbalanced bids or quotes (e.g. excessively high or excessively low line items) may be deemed non-responsive by the County.

11.8 County may remove materials from a contract and make direct purchases of those materials when the County determines it's in the best interest of the County. The contract price shall be adjusted based on the price of the materials removed and any related indirect costs.

11.9 The County reserves the right to correct formula errors on forms provided by the County for use by the offeror.

11.10 Any resulting contract may be terminated for convenience by Sarasota County by giving written notice to the offeror thirty (30) days in advance of termination, unless otherwise specified in the contract

12.0 ADDITIONAL INFORMATION

The County reserves the right to request clarifications or additional information from any offeror. Specific questions may be addressed to each of the offerors as applicable.

13.0 PROTESTS

Protests are processed in accordance with the procedures set forth in the Sarasota County Procurement Code. In the event of a protest of the terms, conditions and specifications, the County may issue an addendum indicating that a protest has been filed and extending the due date.

14.0 CONTACT WITH COUNTY STAFF

14.1 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 evaluation committees, other than the Procurement Official or Procurement Analyst named in the solicitation. Failure to comply with this provision may result in the disqualification of the offeror, at the option of the County.

14.2 This prohibition begins with the issuance of any solicitation and ends upon issuance of a purchase order or execution of the contract, whichever comes first, or upon cancellation of the solicitation. Violation of this prohibition may result in the offeror being considered non-responsible.

14.3 Notwithstanding the forgoing, during the negotiation period, offeror may communicate with those members of County staff, consultants, or third parties designated by the County.

15.0 CODE OF ETHICS

15.1 Offeror covenants and agrees to the Ethical Standards set forth in the Sarasota County Procurement Manual.

15.2 The Florida Code of Ethics regulates the ability of the County to contract with its public officers (including board members), employees, and their immediate relatives. Offerors shall disclose any such potential conflicts on the provided Conflict of Interest Form. Offerors are responsible for reviewing Section 112.313, F.S. to determine whether they may have a conflict. If offeror is in doubt as to their ability to contract with the County, they shall seek a conflicts of interest opinion from the County prior to submittal of an offer.

16.0 COLLUSION

16.1 By submitting an offer to a solicitation, the offeror certifies that it has not divulged to, discussed or compared its offer with other offerors and has not colluded with any other offeror or parties to this offer whatsoever. Also, offeror

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certifies, and in the case of a joint offer, each party thereto certifies, as to its 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, not to submit, or withdraw 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.

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

17.0 PUBLIC ENTITY CRIMES

17.1 Pursuant to Section 287.133, F.S., 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

17.2 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.

18.0 PUBLIC RECORDS

18.1 By participating in this solicitation process and submitting an offer, an offeror acknowledges the requirements of the Florida Public Record laws found in Ch. 119, F.S., and s. 24(a), Art. I of the Florida Constitution (the "Public Record Laws") and agrees to the provisions set forth in this section.

18.2 Sarasota County is a public entity subject to the Public Record Laws. All offers and written communications

regarding this solicitation become public records upon receipt by Sarasota County and therefore are subject to public disclosure. If an offeror asserts that any portion of its offer or written communication is exempt from disclosure under the Public Record Laws (a "Protected Record") then the offeror MUST comply with the following process. Failure to do so may lead to waiver of protections available under Public Records Laws.

- a. Clearly identify each portion of its Protected Record(s) that it believes is statutorily protected from disclosure and identify such statute(s);
- b. In accordance with solicitation requirements, submit a separate electronic copy of offeror's offer or written communication with only the protected portions redacted.

18.3 In response to a public records request Sarasota County may produce offeror's entire non-redacted offer or communication unless offeror submits a redacted copy in compliance with Section 18.2.

18.4 If offeror has complied with the provisions of this section by identifying certain documents as offeror's Protected Record(s) and Sarasota County receives a public record request for a Protected Record, then Sarasota County will produce the redacted copy provided by offeror in response to the public record request to the extent the redactions reasonably reflect protections available under applicable law. In the event a records requestor is seeking the entire un-redacted offer and offeror continues to assert in good faith that offeror's Protected Record(s) are confidential or exempt from disclosure or production pursuant to Chapter 119, F.S., then offeror shall be solely responsible for defending its position, seeking a judicial determination of exempt status of the Protected Record and defending Sarasota County in any action brought by a third party.

18.5 Notwithstanding the provisions of this section, in accordance with Federal or State law, Sarasota County will comply with any court order or government agency directive to produce a Protected Record.

19.0 EQUAL EMPLOYMENT OPPORTUNITY

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 the resulting contract or purchase order.

20.0 NON-DISCRIMINATION AND PUBLIC ACCOMODATIONS

20.1 Sarasota County prohibits discrimination in all services, programs or activities on the basis of race, color, national origin, age, disability, sex, marital status, familial status, religion, or genetic information. Persons with disabilities who require assistance or alternative means for communication of program information (Braille, large print, audiotape, etc.), or who wish to file a complaint, should contact: Sarasota County ADA/ Civil Rights Coordinator, 1660 Ringling Blvd., Sarasota, Florida

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34236, Phone: 941-861-5000, TTY: 7-1-1 or 1-800-955-8771, Email: adacoordinator@scgov.net.

- 20.2 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 in the solicitation at least 24 hours in advance of the meeting.

21.0 PROTECTION OF RESIDENT WORKERS

- 21.1 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.
- 21.2 Sarasota County shall have the right to immediately terminate a contract if the County determines that the offeror has failed to perform satisfactorily with respect to its employment practices in support of INA.
- 21.3 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. Beginning January 1, 2021, Offerors are required to comply with §448.095, F.S., and register and use the E-Verify system for all new hires.
- 21.4 In accordance with §448.095, F.S., the County shall terminate a contract with any Offeror where the County has a good faith belief that the Offeror has knowingly violated §448.09(1), F.S. In that event, the County shall not contract with the Offeror for at least one year after such termination.

22.0 RESULTING CONTRACT

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

23.0 APPLICABLE LAWS

- 23.1 Prior to entering into a contract with Sarasota County, an offeror must be authorized to transact business in the State of Florida.
- 23.2 Each offeror is responsible for full compliance with all applicable local, state and federal laws, ordinances and regulations. The offeror shall have and must provide all applicable insurance, permits, licenses, etc. which may be required by federal, state or local law as requested by the County. The successful offeror shall be required to submit proof of all licenses and/or certifications required by the County upon request.

- 23.3 The County shall deem any offeror to be non-responsible and ineligible for any award of a contract when either of the following conditions is present as a result of any County code enforcement action:
- A Code Enforcement Special Magistrate has determined that the offeror violated the Sarasota County Code of Ordinances, and the offeror has not corrected the violation; or
 - Any code enforcement fines, whether originating from a Code Enforcement Special Magistrate proceeding or citations, remain unpaid.
 - This prohibition shall remain during any appeal or other challenge to the validity of the code enforcement action. An offeror must inform County procurement staff and the Evaluation Committee about any pending code enforcement matters. In the event the County awards a contract to offeror and there is a subsequent violation of the Sarasota County Code of Ordinances, as determined by a Code Enforcement Special Magistrate or through the citation process, then such violation shall be grounds for termination of the contract.
- 23.4 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) and supply a copy of that receipt to the County upon request.
- 23.5 Opt out of Construction Defects Statute. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, Florida Statutes, within the meaning of §558.005(1), F.S.
- 23.6 §287.135, F.S., prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. Offeror certifies that the organization 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 is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate the resulting contract if a false certification has been made, or the offeror is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

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24.0 CONTRACT FORMS

- 24.1 Any contract or purchase order resulting from the acceptance of an offer shall be on forms either supplied by or approved by the County.
- 24.2 Any amendments to the resulting contract shall require the formal written approval of both parties.

25.0 TAXES

- 25.1 Sarasota County is exempt from paying state and local tax when payment is made directly by the County (Section 212.08(6), F.S.). This exemption does not include sales of tangible personal property made to contractors employed either directly or as agents by the County when such tangible personal property goes into or becomes a part of public works owned by the County. Sarasota County has the following tax-exempt certificate assigned:

Department of Revenue Certification No. 85-8012515235C-5

- 25.2 Sarasota County, being tax-exempt from State of Florida sales tax, reserves the right to require offeror to assign some or all of its or subcontractor's bids and contracts with materials suppliers directly to the County. All transactions shall be in accordance with Section 212.08(6), F.S. and FAC Rule 12A-1.094. The County will issue a Certificate of Entitlement to both the offeror and supplier for each purchase.

26.0 SHIPPING/DELIVERY

The price shall include any freight, handling, delivery, surcharges or other incidental charges. Unless otherwise specified in the solicitation, prices shall be F.O.B. Destination.

27.0 INVOICING

- 27.1 The County shall pay offeror through payment issued by the Clerk of the Circuit Court in accordance with Section 218.70 *et seq.*, F.S., Local Government Prompt Payment Act, upon receipt of the offeror's properly submitted invoice.
- 27.2 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.
- 27.3 The County reserves the right to pay for purchases made under any contract resulting from a solicitation through its Purchasing Card Program.

28.0 TIME EXTENSION

The County may unilaterally extend a Term Contract up to ninety (90) days beyond the expiration date of the existing contract. The unit prices in effect on the last day of the contract shall remain in effect for the contract extension period.

29.0 DUE DILIGENCE

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. The offeror's failure to familiarize itself with such conditions will in no way relieve the successful offeror from the necessity of furnishing any materials or performing any work that may be required to complete the work in accordance with the drawings and specifications.

30.0 MATHEMATICAL ERRORS

In the event of multiplication /extension error(s), the unit price will prevail. In the event of addition error(s) the extension totals will prevail. Written prices shall prevail over figures. All bids shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

31.0 FUNDING

This solicitation is subject to availability of lawfully budgeted and appropriated funds by the County.

32.0 SOLICITATION EXPENSES

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

33.0 OWNERSHIP AND FORMAT OF WORK PRODUCT

All plans and specifications developed under any contract resulting from this solicitation shall become the property of Sarasota County Government and may not be re-used by the offeror without the County's permission.

34.0 ROYALTIES AND PATENTS

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.

35.0 INDEMNIFICATION OF THE COUNTY AND OFFICERS AND EMPLOYEES

- 35.1 For all procurements other than construction services and design professional services as defined in Section 725.06(2) and Section 725.08(1), F.S. respectively, the following indemnification requirements apply:

The offeror shall save, defend, indemnify and hold harmless the County 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 offeror or subcontractor's performance or failure to perform under the terms of any contract resulting from any solicitation.

- 35.2 For construction services, the following indemnification requirements apply:

Pursuant to Section 725.06(2), F.S. the Contractor shall indemnify and hold harmless Sarasota County Government from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the contract.

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35.3 For design professional services, as defined by Section 725.08(1), F.S., the following indemnification requirements apply:

Pursuant to Section 725.08(1), F.S. 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.

36.0 TECHNOLOGY

Computer systems and databases used for providing the documents necessary to any contract shall be compatible with existing County systems and Enterprise Information Technology policies. The County has standardized on MS Office (DOCX, XLSX, etc.) and Adobe (PDF) for documents and images.

37.0 SUSTAINABILITY

Sarasota County encourages sustainable practices as set forth in its Procurement Code.

38.0 PREFERENCES (As Applicable)

38.1 Unless otherwise noted in the solicitation, preference shall be given to local businesses and American businesses in the awarding of any Invitation for Quote, Invitation for Bid or Request for Proposal, in accordance with the Sarasota County Procurement Code. Preferences shall not apply to other types of solicitations unless explicitly stated in subject solicitation.

38.2 Definitions

- a. "Local business" means (1) The vendor has paid a local business tax either to Sarasota, Manatee or Charlotte County, if applicable, or is a business entity registered with the State of Florida Division of Corporations indicating a principal office located in Sarasota, Manatee, or Charlotte County or presents other verifiable documents to substantiate business location in Sarasota, Manatee or Charlotte County that are satisfactory to the Procurement Official and (2) Has maintained a permanent physical business address located within the limits of either Sarasota, Manatee or Charlotte County from which the vendor operates or performs business for at least one year prior to the submission of an offer to a Sarasota County solicitation and, (3) Has at least five full time employees or one principal officer at this location.
- b. "American business" means (1) A business entity that is formed and registered in a state within the United States of America or the District of Columbia; or (2) A sole proprietorship or general partnership that is not registered as an entity, but where the principal office is located in a state within the United State of America or the District of Columbia and the sole proprietor or partners are U.S. citizens or permanent residents; or (3) A joint venture that is not registered as a business entity in a state within the United States of America or the

District of Columbia where at least 50% of the joint venturers qualify under either (1) or (2).

38.3 Offerors wishing to be granted preference must submit a Local and American Business Certification with their offer.

38.4 Offerors who submit falsified data may be suspended or debarred in accordance with the Sarasota County Procurement Code.

To determine if you may qualify for local business preference, please refer to the Local Preference Checklist for Vendors located at:

<https://www.scgov.net/procurement>

38.5 For preference to be granted, the name of the company represented on required forms must be the same as the name on the completed Local and American business Certification.

38.6 Information regarding Sarasota County's Local Business Tax can be found at:

<http://sarasotataxcollector.governmax.com>.

38.7 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. Subcontractors cannot qualify a proposal for local or American business preference.