OTHER GMX CONDITIONS

OTHER GMX CONDITIONS

The following Other GMX Conditions shall apply to all Procurement Processes by or on behalf of the Greater Miami Expressway Agency, and contain the following:

- Declaration of Non-Collusion – one (1) page
- Vendor's Bill of Right and Responsibilities – three (3) pages

OTHER GMX CONDITIONS

DECLARATION OF NON-COLLUSION

The Bidder/Proposer hereby declares that the undersigned is the person or persons that are authorized to make and provide the final decision as to the Proposal and the Bidder/Proposer further declares that, as maybe applicable:

1. No more than one (1) Proposal for the above referenced Contract will be submitted from the individual, the individuals' firm, or corporation, under the same or different name, and that such Bidder/Proposer has no financial interest in another Bidder/Proposer for the same Contract, except as may be allowed in the Solicitation Documents.

2. The price(s) and amount of this Proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition with any other contractor, consultant, Bidder/Proposer or potential Bidder/Proposer.

3. Neither the price(s) nor the amount of this Proposal have been disclosed to any other firm or person who is a Bidder/Proposer or potential Bidder/Proposer on this Contract, and will not be so disclosed prior to the Proposal opening.

4. No attempt has been made or will be made to solicit, cause, or induce any firm or person to refrain from bidding/proposing on this Contract or to submit a Proposal higher than the Proposal of this firm, or any intentionally high or non-competitive Proposal or other form of complementary Proposal.

5. The Proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any other firm or person to submit a complementary Proposal.

6. The Bidder/Proposer has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other firm or person, or offered, promised, or paid cash or anything of value to any other Bidder/Proposer or person, whether in connection with this or any other contract, in consideration for an agreement or promise by any other firm or person to refrain from bidding/proposing or to submit a complementary Proposal on this Contract.

7. The Bidder/Proposer has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any other firm or person, and has not been promised or paid cash or anything of value by any other firm or person, whether in connection with this or any other contract, in consideration for the firm's submitting a complementary Proposal, or agreeing to do so, on this Contract.

8. The Bidder/Proposer has made a diligent inquiry of all members, officers, employees, and agents of the Bidder/Proposer with responsibilities relating to the preparation, approval or submission of the firm's Proposal on this Contract and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made in this Declaration.

NOTICE:

Any evidence of collusion among participating Bidders/Proposers will preclude such Bidder/Proposer from being selected under this Procurement Process and such Bidder/Proposer shall be subject to penalties under applicable State and Federal law, both civil and criminal. Pursuant to the GMX Procurement Policy GMX will also suspend such Bidder/Proposer from Bidding on any GMX contract.

VENDOR'S BILL OF RIGHTS AND RESPONSIBILITIES

VENDOR'S BILL OF RIGHTS

You Have a Right to Full and Open Competition.

All vendors are given an equal opportunity to compete for our business.

You Have a Right to Competition Free From Interference.

GMX shall conduct business with vendors in a manner that avoids even the appearance of impropriety. You have a right to competition free from undue interference in any manner from GMX and its members, employees, agents or representatives. Furthermore, GMX and its members, employees, agents and representatives are committed to adhering to procedures and professional behavior that ensure fairness and public confidence in the procurement process.

You Have a Right to Information.

Florida's Public Records Act establishes a right of access to any public records made or received in connection with the official business of any public body, at any reasonable time, under reasonable conditions and under supervision by the custodian of the public record or the custodian's designee. With a few exceptions, most documents are available. If GMX refuses to release a requested record, it must state the basis for the exemption. Additionally, upon request, the custodian must state in writing and with particularity, the reasons for the conclusion that the record is exempt from inspection. If GMX refuses to produce public records for inspection and copying, an informal voluntary mediation program with the Office of the Attorney General is available to resolve open government disputes. Furthermore, a person who has been denied the right to inspect and/or copy public records may bring a civil action against the agency to enforce the terms of Florida's Public Records Law.

Your Right to Protest and Appeal.

Any Bidder/Proposer may file a protest related to a GMX Procurement by filing a written protest in compliance with the requirements and instructions provided in the Solicitation Documents and the GMX Procurement Policy.

You have a Right to a Fair and Prompt Resolution of Grievances.

If at any time you suspect that your rights have been violated in a procurement or under a contract with GMX, you are advised to contact GMX's General Counsel, Greater Miami Expressway Agency, 3790 Northwest 21st Street, Miami, Florida 33142, (Phone 305-637-3277). GMX promises that your complaint will be resolved and dealt with fairly.

You Have a Right to be Paid Promptly.

The Florida Prompt Payment Act requires GMX to make payment for all purchases in a timely manner; specify requirements for a "proper invoice" and make such requirements available to vendors; and establish dispute resolution procedures in cases of such disputes concerning payment of an invoice.

VENDOR'S BILL OF RIGHTS AND RESPONSIBILITIES

Every contract or purchase order has instructions for preparing and submitting invoices. If the instructions are not complete or clear, call the GMX Procurement Department immediately. It is a good idea to confirm invoicing procedures the first time you submit an invoice under a contract.

Careful attention to these procedures such as correctly filling out the paperwork, submitting it to the right billing office and of course, performing the job you were hired to do according to the specifications set forth in the contract shall help ensure that you get paid on time. GMX's procedure for addressing invoice disputes with contractors/consultants is available on the GMX Procurement Policy.

RESPONSIBILITIES

As a Bidder/Proposer or vendor of GMX, the undersigned, an authorized officer, hereby agrees to comply with the following responsibilities established by GMX to govern and regulate the relationship between Vendors and the officers, staff members, consultants and the Board of GMX.

It is further acknowledged that violation of these responsibilities may result in a Bidder/Proposer's disqualification from a procurement or termination of a contract between GMX and the vendor.

1. Our statements are to the best of our reasonable knowledge and belief.

2. We will conduct business, both during and after the procurement, with GMX in a manner that avoids even the appearance of impropriety, including, but not limited to, compliance with the Cone of Silence (as defined in this procurement document under Communications/Cone of Silence).

3. Our fee estimates will be competitive, appropriate to the Contract Documents and arrived at independently.

4. Any challenges to contracts awarded will have a substantive basis and not be pursued merely because we are the unsuccessful Bidder/Proposer.

5. We will perform contracts awarded at the price and under the terms provided for in the contract. We will not submit inflated invoices for goods provided or services performed under such contracts, and claims will be made only for Work actually performed. We will abide by all contracting and subcontracting regulations.

6. We will not offer, directly or indirectly, to give a bribe or otherwise channel kickbacks from contracts awarded by GMX to GMX staff or consultants, Board members or their family members or business associates.

7. We will not offer or agree to utilize the services of any firm, in which an GMX officer, GMX consultant or agent, GMX Board member or a member of their immediate family has an interest, in any current or future contract in exchange for support in winning an GMX contract.

VENDOR'S BILL OF RIGHTS AND RESPONSIBILITIES

8. In dealing with GMX, including, but not limited to the procurement of services, we will conduct business in accordance with all applicable policies and regulations of GMX and we acknowledge that such dealings are subject to public disclosure.

9. In our selection of Subcontractors/Subconsultants and personnel for any GMX contract or procurement, we will avoid conflicts of interest and disclose such conflicts when identified. We understand that it is our obligation to disclose the existence of any such conflicts, including, but not limited to, situations where relatives of our employees and/or Subcontractors/Subconsultants are employees, directors, consultants, board members or agents of GMX (where relatives shall include siblings, parents, spouses or children of our employees or Subcontractors/Subconsultants). We understand that our failure to disclose conflicts may result in our disqualification from an GMX procurement or termination of a contract with GMX.

10. We shall not use (or allow someone else to use) non-public information to our benefit or the benefit of some other person. If information about the contract has not been made known to the public and is not authorized to be made known upon request, then it is nonpublic information and cannot be disclosed.

11. We will not act on a matter if a reasonable person who knew the circumstances of the situation could legitimately question our ethics.

12. We will not kick back any portion of a contract payment to employees, officers or Directors of GMX nor shall we provide gifts to staff or Board members.

13. At the time of signing this Bill of Rights, we shall disclose any pre-existing business relationship with any member of the staff, any consultant or agent of GMX, or the Board of GMX. This obligation to disclose shall continue beyond the date in which the Bill of Rights is executed.

14. If selected under this Procurement Process, we will abide by the annual disclosure requirements of the GMX Code of Ethics.

15. All our financial transactions will be properly and fairly recorded in appropriate books of account, and there will be no off the books transactions or secret accounts.

16. Our contributions to political parties, committees or individuals will only be made in accordance with applicable law and will comply with all requirements for public disclosure.

17. Notwithstanding all provisions included herein, we further agree to adhere to GMX Code of Ethics.