

GENERAL CONDITIONS

1. SUBMITTING QUOTE

- 1.1 **Quotes may be responded to via ONLINE RESPONSE, E-MAIL, or RETURNED VIA FACSIMILE.** Quote responses may also be returned via US mail to the City Procurement Division, 326 W. Marion Avenue, Punta Gorda, Florida, 33950, with your return address in the upper left corner and the quote number, and title in the lower left corner.
- 1.2 Responsibility for getting this quote to the City on or before the specified time and date is solely and strictly that of the Quoter. The City, at its sole discretion, may extend the quote deadline as may be deemed to be in the best interest of the City.

2. RESERVED RIGHTS – SPLIT QUOTES

The City reserves the right to split quotes, to waive formalities in any quote, and to reject any or all quotes in whole or in part, with or without cause and/or to accept the quote that in its judgment will be for the best interest of the City. The City specifically reserves the right to reject any conditional quote and will normally reject those, which make it impossible to determine the true amount of the quote.

3. ALTERNATE QUOTES

Unless specified, alternate quotes will not be accepted.

4. QUOTE DATA

Quoters shall furnish complete and detailed Quote Data as specified within the quote package. Quotes furnished without data, or incomplete submissions may be rejected at the discretion of the City of Punta Gorda. Exceptions to the requirements, if any, shall be noted in complete detail. Failure by the quoter to detail each exception to a quote or requirement results in the quoter being required to meet each specification or requirement exactly as stated.

5. MISTAKES BY QUOTER

- 5.1 In the event of any errors, which have been corrected in the preparation of your proposal, such errors must be initialed and dated by the official/representative signing the quote. Lack of such validation shall be just cause for non-acceptance of quotes where it is not clear when or how the correction was made.
- 5.2 Within the cost proposal section, unit prices must be shown. In the event of an error in the extension of a price, the unit price shall prevail.

6. SPECIAL TAXES/FREIGHT

Your cost proposal shall include any freight, handling, delivery, surcharges or other incidental charges. The City of Punta Gorda is exempt from the payment of Federal and State taxes, including sales tax. Your cost proposal shall not include sales tax to be collected from the City. The City's sales tax exemption is not available to you for items you purchase, regardless of whether these items will be transferred to the City.

7. DELIVERY

Vendors must indicate a delivery date in their quote response. Delivery time may become a basis for making an award. Failure to state delivery time may be used as a basis for rejection of quotes. In the event deliveries are not made as specified to a City delivery point, the Purchasing Agent/Buyer shall reserve the right to purchase any quote item from the next lowest quoter. Repetitive failure to meet deliveries shall be just cause to cancel the contract in its entirety.

8. USE OF TRADE/BRAND NAMES

When brand names, model, part numbers, and/or manufacturer's names are utilized in the context of the specifications, these are used only for description and are not a statement of preference. The item, product, or products, which differ from the brand name referenced, shall be considered if "the offered

item or products meet the salient characteristics stated in the solicitation. Offers shall not be rejected because of differences which do not affect the suitability of the item or products for their intended use." Quoters are

required to state exactly what they intend to furnish, and if varied from that specified, so indicate in spaces provided unless otherwise noted.

Appropriate brochures or catalogs are to be furnished and detailed information must be annotated where requested. Acceptance of any substitute item and/or commodity shall be the ultimate prerogative of the City. These specifications are not meant to describe any particular brand, rather to establish the minimum specifications and requirements of the City of Punta Gorda, Florida for which the item is purchased.

9. SUBSTITUTIONS

In the event the elected vendor due to manufacturer or supplier discontinuing specified parts, is unable to secure sufficient supplies to fulfill all orders, the vendor will be allowed to substitute an item of equal or better quality provided: 1) The product is sold at the contract price; 2) The City is contacted in writing in advance of the substitution; or 3) The City retains the right to determine "equal or better quality". If the contractor is unable to fulfill all obligations in accordance with these terms and conditions, the City may acquire the product in the open marketplace with any cost increase being the responsibility of the contractor.

10. BUY AMERICAN

Items or materials built and/or constructed within North America (United States, Canada, and Mexico), which have 75%, or more content considered to be domestic, (standard used by U.S. Government). An exception to the above would be when the application of such a theory would be inconvenient with the Public or City's interest with consideration of Life Cycle Costing principals or an unreasonable increase in cost.

11. QUALITY TERMS

To the extent a reasonable opportunity is available, in terms of equipment, these items to be checked out for functional operation, time required, one (1) day after receipt. The seller agrees to repair the product or to replace any malfunctioning parts, components, or assemblies at no charge to the buyer during this period. The right to reject nonconforming goods is retained for both latent and patent defects.

12. MATERIAL SAFETY DATA SHEET, MSDS

In compliance with Chapter 442, Florida State Statutes, manufacturers and distributors shall supply the City with a MATERIAL SAFETY DATA SHEET (MSDS) for any and all commodities contained in this formal quote that include a toxic substance as listed on the Florida Substance List. Elected vendor shall forward all MSDS's within 30 days of receipt of a valid purchase order to: City of Punta Gorda, Procurement Division, 326 W. Marion Avenue, Punta Gorda, Florida 33950.

13. APPLICABLE LAWS

Quoters are advised that all City contracts and/or documentation pertinent to this formal quote are subject in full or in part to all legal requirements provided for in applicable City Ordinances, State Statutes, and Federal Regulations. Uniform Commercial Code, Chapters 671-679 et seq, Florida State Statutes shall prevail as the basis for contractual obligations between in the elected vendor and the City for any terms and conditions not specifically stated within the context of this contract.

14. PUBLIC RECORD LAW

Correspondence, materials, and documents receive pursuant to Formal Quotes become public records subject to the provisions of Chapter 119, Florida Statutes, subject to the right and prohibition to inspect thereunder.

15. CONFLICT OF INTEREST

No employee of an agency acting in his official capacity as a purchasing agent, or public officer acting in his official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for his own agency from any business entity of which he or his spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or his spouse or child or any combination of them, has a material interest. (Defined as direct or indirect ownership of more than 5 percent of the total assets on capital stock of any business entity). Reference Paragraph 112-313(3) and 112-312(12) Florida State Statutes.

16. CONTRACT AGREEMENTS

The City and the elected vendor agree that this quote sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the previous terms and conditions contained in this contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed in full concurrence by the parties thereto.

17. NO ASSIGNMENT OF CONTRACT

The vendor may not make any assignment of the contractual agreement between the parties, in whole or in part, without prior written authorization as may be given by the City, at its sole discretion.

No assignment by a party hereto of any rights under or interests in the contract documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent.

18. DEFAULT

With reference to default, wherein the elected firm fails to perform to the contract's terms and conditions, written notification from the City stating the nature of non-conformance, which shall be remedied within a ten (10) calendar day period. If not corrected within the above time frame, the second notice shall be initiated stating that the City has taken additional procurement action in order to satisfy the balance of the contract. At this time, the firm shall be removed from the Vendor's List and shall not be eligible for award until the City has been reimbursed for all procurement costs to satisfy the base contract.

19. CANCELLATION CLAUSE

The City or the elected vendor has the right to terminate this contract and any subsequent contracts in full justifiable reasons, by submission of a letter of such intent, thirty (30) days in advance during the contract period.

20. EXAMINATION OF QUOTE DOCUMENTS

Before submitting a Quote, each Quoter must (a) examine the Quote documents thoroughly; (b) consider federal, state and local tax laws, ordinances, rules, and regulations that may in any manner affect cost, progress, performance, or provision, of the commodities and/or services; (c) study and carefully correlate Quoter's observations with the Quote Documents; and d) notify CITY'S Procurement Division of all conflicts, errors, and discrepancies in the Quote documents.

The submission of a Quote will constitute an incontrovertible representation by Quoter that Quoter has complied with every requirement of this Section 4, that without exception the Quote is premised upon performing the services and/or furnishing the commodities and materials and such means, methods, techniques, sequences or procedures as may be indicated in or required by the Quote Documents, and that the Quote Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

21. COMPLIANCE

The submission of a Quote will constitute an incontrovertible representation by the Quoter that he/she has complied with every requirement of this quote package.

22. CHANGE ORDER TO CONTRACT

The following is a description of the Change Order Authority Levels for the City.

CITY REPRESENTATIVE OR CITY PROJECT MANAGER. If the City has named a City Representative or Project Manager in this quote this authority will be applicable. The City Representative or Project Manager has the authority to approve change order request in an amount up to \$750.00 and may approve requests for contract time extensions not to exceed five (5) days. Minor non-monetary changes, which do not result in a change in the contract amount, may also be approved by the City Representative or Project Manager.

PROCUREMENT MANAGER. The Procurement Manager may approve change orders in a singularly or cumulatively amount that does not exceed 10% of the total contract price with a maximum cap of Fifty Thousand Dollars (\$50,000), with the exception of contracts requiring City Council's sole approval for an award. The Procurement manager may authorize contract

time extension in excess of five (5) days and non-monetary changes, which are not considered minor, which do not result in a change in the contract amount.

CITY MANAGER. The City Manager may approve all change orders with the exception of contracts that require solely the City Council's approval or change orders or construction change orders exceeding Fifty Thousand Dollars (\$50,000).

23. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Your firm shall be in compliance with Executive Order 11426 Equal Opportunity as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations as applicable.

24. CONTRACT WORK HOURS/SAFETY STANDARDS ACT

Your firm shall be in compliance with provisions of Section 103 and Section 107 of Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) and as supplemented by the Department of Labor Regulations (Part V, 28CFR).

25. MERCHANTABILITY WARRANTY

The goods or items furnished shall be of a merchantability quality. They also shall be suitable for the particular purpose as referenced in the bid and in all supporting literature relating to the goods or items being offered.

26. SPECIFICATION WARRANTY

By the submission of a response and acceptance of an award, the awarded CONTRACTOR warrants that all services will be in full accordance with the specifications and requirements of this bid package and awarded contract.