

## GENERAL CONDITIONS

**1. RESERVATIONS:** The Housing Authority of the City of Fort Pierce reserves the right to reject any or all bids/proposals or any part thereof and/or to waive information if such action is deemed to be in the best interest of the FPFA.

The FPFA reserves the right to cancel any contract, if in its opinion, there is a failure at any time to perform adequately the stipulations of this invitation to bid/invitation for proposal, and the general conditions and specifications which are attached and made part of this bid/proposal, or in any case of any attempt to willfully impose upon the FPFA materials or products or workmanship which is, in the opinion of the FPFA, of an unacceptable quality. Any action taken in pursuance of this later stipulation will not effect or impair any rights or claim of the FPFA to damages for the breach of any covenants of the contract by the contractor. The FPFA also reserves the right to reject the bid/proposal of any bidder/proposer who has previously failed to perform adequately after having once been awarded a prior bid/proposal for furnishing materials similar in nature to those materials mentioned in this bid.

Should the contractor fail to comply with the conditions of this contract or fail to complete the required work or furnish the required materials within the time stipulated in the contract, the FPFA reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bonds are required under the conditions of this bid.

Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, the FPFA reserves the right to withdraw such items or required work from the operations of this contract without incurring further liabilities on the part of the FPFA thereby:

**SHOULD ANY BIDDER/PROPOSER HAVE ANY QUESTIONS AS TO THE INTENT OF MEANING OF ANY PART OF THIS BID HE SHOULD CONTACT THE PURCHASING DEPARTMENT TEN DAYS BEFORE BIDDING TO RECEIVE A WRITTEN REPLY BEFORE SUBMITTING HIS/HER BID.**

All items furnished must be completely new, and free from defects unless specified otherwise. No others will be accepted under the terms and intent of this bid.

**2. QUOTATIONS:** No bidder/proposer will be allowed to offer more than one price on each item even though he may feel that he has two or more types or styles that will meet specifications. Bidder/Proposer must determine for themselves which to offer. IF SAID BIDDER /PROPOSER SHOULD SUBMIT MORE THAN ONE PRICE ON ANY ITEM ALL PRICES FOR THAT ITEM WILL BE REJECTED AT THE DISCRETION OF THE PURCHASING MANAGER.

**3. TAXES:** The Housing Authority of the City of Fort Pierce is exempt from the following taxes: State of Florida Sales tax by Certificate No. 66-00-017252-54C.

**4. CARTAGE:** No charge will be allowed for cartage or packages unless by special agreement.

### **5. "OR OWNER APPROVED EQUIVALENT"**

**INTERPRETATION:** Even though a particular manufacturer's name or brand is specified bids/proposals will be considered on other brands or on the products of other manufacturers. On all such bids/proposals the bidder/proposer will clearly indicate the product (brand and model number) on which he is bidding/proposing, and will supply a sample or sufficient data in detail to enable an intelligent comparison to be made with the particular brand or manufacturer specified. All samples will be submitted in accordance with procedures outlined in the paragraph on SAMPLES. Catalog cuts and technical descriptive data will be attached to the original copy of the bid/proposal where applicable. Failure to submit the above information may be sufficient ground for rejection of bid/proposal.

**6. DEVIATIONS TO SPECIFICATIONS:** In addition to the requirements of paragraph five, all deviations from the specifications must be noted in detail by the bidder/proposer, in writing, at the time of the submittal of the formal bid/proposal. The absence of a written list of specification deviations at the time of submittal of the bid/proposal will hold the bidder/proposer strictly accountable to the FPFA to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.

### **7. DATA REQUIRED TO BE SUBMITTED WITH REFERENCE TO BID/PROPOSAL:**

a. Whenever the specifications indicate a product or a particular manufacturer, model, or brand in the absence of any statement to the contrary by the bidder/proposers, the bid/proposal will be interpreted as for the exact brand, model, or manufacturer specified, together with all accessories, qualities, tolerances, compositions, etc., enumerated in the detailed specification.

b. IF no particular brand, model or make is specified, and if no data is required to be submitted with this bid/proposal, the successful contractor, after award and before manufacture or shipment: may be required to submit working drawings or detailed descriptive data sufficient to enable the FPFA to judge if each requirement of the specifications is being complied with.

**8. SAMPLES:** The samples submitted by bidders/proposers on items which they have received an award may be retained by the FPFA until the delivery of contracted items is completed and accepted. Bidders/Proposers whose samples are retained may remove them after deliver is accepted.

Samples on which bidders/proposers are unsuccessful must be removed as soon as possible after an award has been made on the item or items for which the samples have been submitted. The FPFA will not be responsible for such samples if not removed by the bidder/proposer within 15 days after the award has been made. The FPFA reserves the right to consume any or all samples for testing purposes.

Bidders/Proposers will make all arrangements for delivery of samples to place designated as well as the removal of samples. Cost of delivery and removal of samples will be borne by the bidder/proposer.

All sample packages will be marked "**Sample for Purchasing Department**" and each sample will bear the name of the bidder/proposer, item number, bid/proposal number and will be clearly tagged or marked in a substantial manner. Failure of the bidder/proposer to clearly identify samples as indicated may be considered sufficient reason for rejection of bid/proposal.

**9. PERFORMANCE BOND:** The successful bidder on this bid must furnish a performance bond as indicated on the bid cover, made out to the Housing Authority of the City of Fort Pierce, prepared on an approved form, as security for the faithful performance of his contract within ten days of his notification that his bid has been accepted for goods and services over \$25,000. The surety thereon must be such surety company as are authorized and licensed to transact business in the State of Florida. Attorneys in fact who sign bid bonds must file with each bond a certified copy of their power of attorney to sign such bonds. The successful bidder or bidders, upon failure or refusal to furnish within ten days after his notification the required performance bonds, will pay to the Housing Authority of the City of Fort Pierce as liquidated damages for such failure or refusal an amount to cash equal to the security deposited with his bid.

**10. PROVISION FOR OTHER AGENCIES:** Each bidder/proposer agrees when submitting a bid/proposal that he or she will make available to all governmental entities, the bid/proposal process he/she submits in accordance with the bid/proposal terms and conditions, should any said entity wish to buy under this bid/proposal.

**11. GUARANTEE:** The contractor will unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the FPFA are due to faulty design and installation workmanship, or materials, upon ratification, the contractor, at his expense, will repair or adjust the equipment or parts to correct the condition, or he will replace the part or entire unit upon the complete satisfaction of the FPFA. Repairs, replacements or adjustments will be made only at such times as will be designated by the FPFA as least detrimental to the operation of business.

**12. DISCOUNTS: ALL DISCOUNTS OTHER THAN PROMPT PAYMENT TO BE INCLUDED IN BID/PROPOSAL PRICE, PROMPT PAYMENT DISCOUNTS OF LESS THAN 30 DAYS WILL NOT BE CONSIDERED IN DETERMINING LOW BID.**

**13. COLLUSION: THE BIDDER/PROPOSER, BY AFFIXING HIS SIGNATURE TO THIS BID/PROPOSAL AGREES TO THE FOLLOWING: "BIDDER/PROPOSER CERTIFIES THAT THIS BID/PROPOSAL IS MADE WITHOUT ANY PREVIOUS UNDERSTANDING, AGREEMENT OR CONNECTION WITH ANY PERSON, FIRM, OR CORPORATION MAKING A BID FOR THE SAME ITEMS; AND IS IN ALL RESPECTS FAIR, WITHOUT OUTSIDE CONTROL, COLLUSION, FRAUD OR OTHERWISE ILLEGAL ACTION.**

**14. ERRORS IN BIDS:** Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and he cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error in extension of prices in the bid, the unit price will govern.

**15. PURCHASING DEPARTMENT AS AGENT:** When the Purchasing Department is acting as agents for "other public activities" being defined as activities receiving financial support, in part from the FPFA, but not under the direct governing jurisdiction of the FPFA, the name of such public activity will be substituted for the work "FPFA" in the foregoing paragraphs No's. 1 - 14.

**16. NONDISCRIMINATION PROVISIONS:** In compliance with Federal Regulations, the bidder/proposer will, upon affixing his signature to the bid/proposal form, and/or the acceptance of a purchase order or contract certifies that his firm meets and agrees to the following provisions, which will become a part of this contract.

a. The contractor represents that he has adopted and will maintain a policy of nondiscrimination as defined by the U.S. Department of Housing and Urban Development throughout the term of this contract.

b. The contractor agrees that on written request, he will permit the reasonable access to his employment, employment advertisement, application forms, and other pertinent data and records by the FPFA or other Inspector General's Office of the U.S. Department of Housing and Urban Development for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this contract, provided however, that the contractor will not be required to produce for inspection any records covering periods of time more than one year prior to the date of this contract.

c. The contractor agrees that if any of the obligations of this contract are to be performed by a subcontractor, then the provisions of a and b of this section will be incorporated into and become a part of the subcontract.

**17. WAGE DECISION:** The Wage Decision and Federal Provisions attached hereto are, by this reference, made a part hereof.