

INSTRUCTIONS TO SUPPLIERS & GENERAL CONDITIONS

IS-1. **Acceptance** – Submission of a Response to this Solicitation Package affirms acceptance of these Instructions & General Conditions. Any questions related to these Instructions & General Conditions shall be directed to the Procurement Division using the method indicated in these instructions. Any questions must be submitted and resolved prior to submission of a response. Exceptions to these Instruction & General Conditions are not permitted.

IS-2. **Addendum** – The Procurement Division may issue an Addendum to this solicitation which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The Supplier should not rely on any representation, statement or explanation whether written or verbal, regardless of the source, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between the Solicitation Package and any addenda, the last addendum issued shall prevail.

It is the Suppliers responsibility to ensure receipt of all addenda and any accompanying documentation. The Supplier is required to acknowledge having reviewed the addendum within the solicitation system. Failure to acknowledge the addendum may cause the Submittal Package to be deemed non-responsive and not be considered for award.

IS-3. **Additional Information/Questions** - Any communication or inquiries are to be made in writing to the attention of the Procurement Representative identified in the Solicitation Package no later than **SEVEN (7) CALENDAR DAYS** prior to the solicitation due date. Oral answers given by anyone shall not be authoritative. Suppliers must submit their questions electronically through the online e-Bid/RFx system. The City reserves the right to not answer questions received after the deadline for questions. Should a late question be deemed substantive by the City the City may issue an Addendum to answer the question and extend the due date and time for Solicitation Submittals.

IS-4. **Additional Terms** – When submitting your response do not attach any forms, proposals or documents which may contain terms and conditions of the Supplier. Inclusion of additional terms and conditions which may be on your company's standard forms, shall result in your response being declared non-responsive and rejected, as these changes will be considered a counteroffer to the city's solicitation. Should a Supplier wish to propose terms & conditions different than those provided by the City they must be listed as an Exception and included in the place provided to list Exceptions.

IS-5. **Applicable Laws** – Suppliers are advised all City Agreements and documentation pertinent to the Solicitation Package and Submittal Package 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 the Supplier and the City for any terms and conditions not specifically stated within the context of this Solicitation Package or resulting Agreement.

IS-6. **Award** – Award may be made to the Supplier which offers the best value to the City. The City reserves the right to reject any and all offers, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The City shall be the sole judge of its best interest.

IS-7. **Availability of the Platform** – All responses to this solicitation must be submitted electronically through the e-Bid/RFx Platform. Should there be any technical issues with the Platform (not user/Supplier issues) that prevents any Supplier from submitting a response within the two (2) hours immediately before the due time, the solicitation due date and time shall automatically be extended for a period of 24 hours. The technical issue must be by the Platform provider (Negometrix) and affect all participating Suppliers. The City shall verify the technical issue or unavailability of the Platform with Negometrix, the system provider. Technical issues localized to a single supplier will not be considered cause for an extension.

IS-8. **Basis for Bidding** – The total bid price shall be based on quantities, unit prices and/or lump sum(s) according to the Pricing Sheet(s) provided. Any quantities shown in the Pricing Sheet(s) are estimates for the purpose of arriving at a total price for comparison of Solicitation Responses.

Prices submitted by Suppliers will be firm for **NINETY (90) CALENDAR DAYS** after the solicitation due date, unless stated differently elsewhere in the Solicitation Package.

IS-9. **Binding Offer** – The submission of a Submittal Package to this Solicitation Package will constitute an incontrovertible representation by Supplier that Supplier has read, understands and is in compliance with every requirement of this Solicitation Package, that without exception the Submittal Package 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 Solicitation Package and terms and conditions provided. The Supplier through their Submittal Package certifies the Solicitation Package provided is sufficient in scope and detail to indicate understanding of all requirements stated. Supplier Submittal Package is submitted with full knowledge and understanding of the requirements and time constraints stated.

- IS-10. **Cancellation of Solicitation** – The City reserves the right to cancel, in whole or in part, any solicitation when it is in the best interest of the City. Availability of all information related to a cancelled solicitation is subject to Chapter 119, Florida Statutes.
- IS-11. **Certification of Supplier** – Submitting a Submittal Package in response to this Solicitation Package, in addition to electronically accepting receipt of the Solicitation Package, certifies the Supplier's Authorized Agent has read, understands and accepts responsibility for the contents of this Solicitation Package and Supplier's Submittal Package and agrees to comply with all requirements prescribed in the Solicitation Package and as submitted in the Submittal Package.
- IS-12. **Changing of Forms** – If the City discovers any City provided forms submitted by a supplier in response to this solicitation have been altered the City may, at its discretion, disqualify the supplier and not consider their response for award.
- IS-13. **City is Tax Exempt** - The City is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The City will provide a tax exemption certificate upon request. Contractors doing business with the City are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any contractor be authorized to use any of the City's Tax Exemptions in securing such materials.
- IS-14. **Collusion Among Suppliers** - Where two (2) or more related parties, as defined herein, each submit a response for the same Solicitation, such responses shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation of such responses. Related parties shall mean an interested party or the principals thereof which have a direct or indirect ownership interest in another interested party for the same contract or in which a parent company or the principals thereof of one interested party have a direct or indirect ownership interest in another interested party for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a response for the same materials, supplies, services, or equipment shall also be presumed to be collusive. The relationship of manufacturer or their representative(s) providing pricing to distributors while each party submits a response for the same materials, supplies, services, or equipment shall be presumed to be collusive. Responses found to be collusive shall be rejected. Respondents which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive actions may be terminated for default.
- IS-15. **Communication Restriction (Cone of Silence)** – All Suppliers are prohibited from indirectly or directly communicating with any member of the City of Leesburg to include the City Commission, City Manager, City of Leesburg staff members or consultants to the City of Leesburg for the project. Suppliers may only communicate with Designated Procurement Representative identified in the Solicitation Package regarding the solicitation, their submittal package, City's Notice of Recommendation for Award, or City's Intent to Reject (if applicable) at any time prior to the Formal Award. Any such contact prior to the Formal Award shall be cause for rejection of your submittal.
- IS-16. **Conflict of Interest** - The award of this solicitation is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of the City of Leesburg. Further, all respondents must disclose the name of any City of Leesburg employee who owns, directly or indirectly, an interest of five (5) percent or more of the Suppliers company or any of its branches.
- IS-17. **Conflicts within the Solicitation** – Where there appears to be a conflict between information provided in the Solicitation Package the order of precedence shall be the last addendum issued, the Pricing Sheet(s), the Scope of Work/Specifications, the Special Terms & Conditions, the Supplemental Terms & Conditions and then the Instructions & General Conditions.
- IS-18. **Contents of the Solicitation Package and Suppliers Responsibilities** – It is the responsibility of the Supplier to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the Supplier will not be accepted as a basis for varying the requirements of the Solicitation Package or any resulting Contract.

- IS-19. **Contingent Fees Prohibited** - The Supplier warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Supplier, to solicit or secure any resulting Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Supplier any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the City will have the right to terminate any resulting Contract without further liability and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of any resulting Contract.
- IS-20. **Copeland "Anti-Kickback" Act** - The Supplier must comply with the Copeland "Anti-Kickback" Act, 18 USC 874 as supplemented in Department of Labor regulations, 29 CFR Part 3, prohibiting employers from inducing any person employed to give up any part of the compensation to which he or she is otherwise entitled.
- IS-21. **Cost of Preparing Response** - All costs incurred by the Supplier for preparation and submittal of a response to the solicitation will be the sole responsibility of the Supplier. The City of Leesburg shall not reimburse any Supplier for any such costs.
- IS-22. **Definitions**
- 22.1. **Addendum:** An official change or revision to a Solicitation Package issued in writing by the Purchasing Division. An Addendum will be published through the Platform.
 - 22.2. **Bid, Offer, or Response:** Shall refer to any bid, offer, or response submitted in regard to this Solicitation that if accepted would bind the Supplier to perform the resultant Contract.
 - 22.3. **Commodity:** A marketable item produced to fulfill a need or want, and references both goods and services. More specifically the product or service requested in this solicitation.
 - 22.4. **Contract:** The Agreement to provide the Commodity(s) set forth in this solicitation.
 - 22.4.1. **Purchase of Goods** - The contract will be comprised of the solicitation document signed by the vendor with any addenda and other attachments specifically incorporated and a City purchase order.
 - 22.4.2. **Performance of Services** – The contract will be comprised of the Agreement between the City and the vendor, the solicitation document, any addenda, and other attachments incorporated into the agreement.
 - 22.5. **Contractor:** The vendor to whom Contract award has been made. Used when conditions or responsibilities apply only to the awarded Contractor.
 - 22.6. **City:** Shall refer to City of Leesburg, Florida.
 - 22.7. **Formal Award:** Is defined as the City Commissions approval of the solicitation award, or lacking City Commission approval, issuance of a Notice of Award document or the issuance of a Purchase Order to the awarded Supplier.
 - 22.8. **In Writing** - Writing is any mode of representing or reproducing words in a visible form. To include electronic and technological methods for the representation of words.
 - 22.9. **Invitation for Bid (IFB):** Shall mean the Online Solicitation, including any Addenda, published through the City's Platform used to communicate City requirements to prospective Suppliers and to solicit Responses from them.
 - 22.10. **Language:** The City has established for purposes of this solicitation that the words "shall", "must", or "will" are equivalent in this solicitation and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the City. A deviation is material if, in the City's sole discretion, the deficient response is not in substantial accord with this IFB's mandatory requirements. The words "should" or "may" are equivalent in this solicitation and indicate very desirable conditions or requirements, but are permissive in nature. The masculine pronoun shall include the feminine and neuter and the singular shall include the plural.
 - 22.11. **Official Time:** The Official Time shall be that reflected within the Platform as time remaining in the Offer Phase.
 - 22.12. **Online Solicitation** – The City utilizes an Internet based Online Solicitation System at <https://platform-us.negometrix.com> to post Solicitation opportunities and Solicitation Packages.
 - 22.13. **Owner:** Shall refer to City of Leesburg, Florida.
 - 22.14. **Platform:** The City's Internet based online solicitation system (e-Bid/RFx) is identified as and located at <https://platform-us.negometrix.com> (Provider). The Platform is utilized by the City and the Suppliers to: 1) Allow Suppliers to register and manage their company records, 2) City posts and issues City Solicitation Packages for Suppliers from inception to award of a Solicitation, 3) Allows Suppliers to submit a response online, electronically, through the Platform, 4) Allows Suppliers to view all public record documents related to an Online Solicitation. May also be referred to as e-Bid/RFx System, or System.
 - 22.15. **Pricing Sheet:** The area within the Platform that Suppliers will provide their pricing response for the Solicitation. Also known as Schedule of Bid Items.

- 22.16. **Purchase Order:** The City's document to a supplier formalizing all the terms and conditions of a proposed transaction, such as a description of the requested items, cost of items being purchased, delivery schedule, terms of payment, and transportation. For formal solicitations the Purchase Order will incorporate the Terms & Conditions of the solicitation.
- 22.17. **Responsible:** Refers to a Supplier that has the capacity and capability to perform the work required under a Solicitation and is otherwise eligible for award.
- 22.18. **Responsive:** Refers to a Suppliers Submittal Package or response when the Submittal Package conforms to the instructions and format specified in the Solicitation Package.
- 22.19. **Supplier:** A general reference to any entity responding to this solicitation and must be the party entering into the Contract with the City; also includes Supplier, contractor, company, respondent, vendor, etc.
- 22.20. **System:** See *Platform*.
- 22.21. **Solicitation:** See *Solicitation Package*.
- 22.22. **Solicitation Package:** Will mean the group or collection of information that constitutes the information detailing the solicitation requirements and requesting responses, bids, offers or submittals from eligible Suppliers. The information may be in the form of electronic documents, files and information contained within data fields in the Platform. Solicitations may be in the form of a Request for Quote, Invitation for Bid, request for Proposal, Request for Qualifications or Invitation to Negotiate. Also referred to as a Solicitation.
- 22.23. **Submittal Package:** The Submittal Package is defined as a Suppliers submittal or response to all Solicitation Package Requirements as stated in the Platform. All areas requiring a response must be completed by the Supplier, failure to do so may result in the Suppliers Submittal Package being deemed non-responsive and not considered for award. Also known as Solicitation Response, Bid, Offer, or Response.
- IS-23. **Disputes** - In case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the City of Leesburg Purchasing Manager shall be final and binding on both parties.
- IS-24. **Eligibility** – It is the policy of the City to encourage full and open competition among all available qualified Suppliers. All Suppliers regularly engaged in the type of work specified in the solicitation are encouraged to submit responses. Eligibility requirements for contract award are:
- 24.1. Have NO delinquent indebtedness to the City of Leesburg or other federal, state, or municipal agencies;
- 24.2. Shall be regularly and consistently engaged in providing services the same or similar to those being requested in the solicitation;
- 24.3. Have adequate financial resources, or the ability to obtain such resources as required during performance of the contract;
- 24.4. Be able to comply with the required or proposed delivery or performance schedule;
- 24.5. Have a satisfactory record of performance. Suppliers who are or have been deficient in current or recent contract performance (when the number of contracts and the extent of the deficiency of each are considered, in the absence of evidence to the contrary or circumstances properly beyond the control of the contractor) shall be presumed unable to meet this requirement. Past unsatisfactory performance will ordinarily be sufficient to justify a finding of non-responsibility;
- 24.6. Suppliers performing work for the City at the time responses to this solicitation are received may be deemed non-responsible and not considered for award of this solicitation should their current performance be rated as less than satisfactory by the City's designated representative. Previous award of work does not guarantee future award(s). The Suppliers must perform satisfactorily and professionally on all City work undertaken;
- 24.7. Have a satisfactory record of integrity and business ethics;
- 24.8. Be properly licensed by the appropriate regulatory agency for the work to be performed;
- 24.9. Not have any previous investigations where the Supplier was found at fault and penalized; or current investigations where disposition is pending by the regulatory agency responsible for licensing Contractors; and
- 24.10. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- IS-25. **Electronic Submission of Responses** – All references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within the City's Platform. The Supplier agrees that the action of electronically submitting its response constitutes:
- 25.1. an electronic signature on the response, generally,
- 25.2. an electronic signature on any form or section specifically calling for a signature, and
- 25.3. an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.
- 25.4. an affirmative acknowledgement that any employee submitting the response under the Suppliers account has been authorized to submit such a response.

- IS-26. **Electronic Posting of Solicitation Package.** The City's **ONLY** official outlet for publication and posting of City of Leesburg solicitations is on the Negometrix Platform. The Platform is the only place the City will post solicitation information, addendums, question & answer and contract related information. The City will not honor or verify information redistributed or reposted by other entities on other Internet sites. Suppliers relying on such 'second hand' information will do so at their own risk and of no consequence to the City.
- IS-27. **Execution of Contract** – The Supplier to whom the City intends to award a Contract will be required to execute a Contract document within **ten (10) days** from the date of the Notice of Recommendation for Award, and deliver such executed instruments as instructed to the City of Leesburg Purchasing Division. The City expects the Supplier to execute all Contracts by electronic signature through a system provided by the City.
- IS-28. **File Uploads** – All electronic files uploaded must be in a common format accessible by software programs the City uses. Those common formats are generally described as Microsoft Word (.doc or .docx), Microsoft Excel (.xls or .xlsx), Microsoft Power Point (.ppt or pptx), or Adobe Portable Document Format (.pdf). Suppliers will not secure, password protect or lock uploaded files; the City must be able to open and view the contents of the file. Suppliers will not disable or restrict the ability of the City to print the contents of an uploaded file. Scanned documents or images must be of sufficient quality, no less than 150 dpi, to allow for reading or interpreting the words, drawings, images or sketches. The City may disqualify any Submittal Response that does not meet the criteria stated in this paragraph.
- IS-29. **Governing Law/Jurisdiction** – The interpretation, effect, and validity of any Contract(s) resulting from this Solicitation shall be governed by the laws and regulations of the State of Florida. Venue of any court action shall be in Lake County, Florida, in the event that a suit is brought for the enforcement of any term of the contract(s) or otherwise relating to any contract(s) or these Instructions to Suppliers and General Conditions, and any addenda.
- IS-30. **Late Submittal Packages** – Submittal Packages received in hard copy format or delivery by other electronic means made after the established due date and time will be deemed late and non-responsive. Late Submittal Packages will not be considered for award. Late Submittal Packages received and in the possession of the City will remain the property of the City and will not be returned to the Supplier. The Platform will not allow Suppliers to submit a Submittal Package after the established due date and time has passed.
- IS-31. **Mistakes In Submittal Package**
- 31.1. Correction of mistakes or withdrawal of a submittal package after the established due date and time will not be allowed.
 - 31.2. Mistakes Where Intended Correct Price is Not Evident - If within twenty four (24) hours after submittal packages are opened, any Supplier files a duly signed written notice with the City, through the office of the Procurement Manager, and within five (5) calendar days thereafter demonstrates to the satisfaction of the City, by clear and convincing evidence, that there was a material and substantial clerical mistake in the preparation of the submittal package or that the mistake is clearly evident in the solicitation package but the intended correct submittal package is not similarly evident, then the Procurement Manager may reject their submittal package response. Thereafter, the Supplier will be disqualified from further participating on the subject contract.
 - 31.3. Mistakes Where Intended Correct Response Is Evident - If the mistake and the intended correct price are clearly evident in the submittal package, the response shall be corrected to the intended correct response. Examples of mistakes that may be clearly evident in the submittal package are errors in extending unit prices, mistakes in totaling line item extended prices to the total price, and arithmetic errors. Mistakes in unit prices **WILL NOT** be corrected.
 - 31.4. Unit prices shall prevail in the event of an error in the Supplier's Submittal Package.
 - 31.5. Minor Informalities - Minor informalities are matters of form rather than material substance from the solicitation, or non-material mistakes that can be waived or corrected without prejudice to other responding suppliers. Material substance is defined as any portion of a Supplier's response that materially affects the submittal package, which includes but is not limited to, the effect on price, quantity, quality, manufacturer, product, delivery, or contractual conditions and shall not be considered a minor informality.
- IS-32. **Offer Phase** – Within the Platform the Offer Phase is the time period that Suppliers can submit a response to the solicitation. The Offer Phase has a beginning date and time and an ending date and time. The ending date and time of the Offer Phase is the deadline for all responses to the solicitation (a/k/a bids). The Platform will not allow Suppliers to submit responses after the Offer Phase has closed.
- IS-33. **Pre-Solicitation Conference / Site Visit** – If a pre-solicitation conference / site visit (meeting) is specified on the information page of the Solicitation Package it will also indicate the attendance requirement as mandatory or non-mandatory. The City reserves the right to change the attendance requirement through the issuance of an

- Addenda if it is found to be in the best interest. This would typically be done if there was very low or no attendees at a Mandatory meeting.
- 33.1. **Mandatory** - If the meeting is stated to be Mandatory, Suppliers interested in submitting a Response MUST attend the meeting and be represented on the Attendee Sign-in Sheet under the same name as the Submittal Response will be submitted under.
- 33.2. **Non-Mandatory** - If the meeting is stated to be non-mandatory, attendance by Suppliers interested in submitting a Response is optional. However, Suppliers are responsible for familiarizing themselves with the project and the site conditions if applicable. A non-mandatory meeting does not excuse the Suppliers from visiting the site if it is required to become familiar with the project and the conditions.
- IS-34. **Protests** – Protests can only be made by Interested Parties. Protests must be submitted in writing to the Purchasing Manager at 204 N. 5th Street, Leesburg, FL 32748, no later than three (3) business days after the day the Notice of Recommendation to Award is published and distributed. Protests submitted by electronic mail are acceptable. The written protest must specifically state the reason for the protest and exactly what is being protested. Protests received after the deadline will not be considered. The Purchasing Manager will respond to protests no later than seven (7) business days from the day it is received. In case of a protest the determination and decision of the City of Leesburg Purchasing Manager shall be final.
- IS-35. **Public Entity Crimes** – Pursuant to Section 287.133(12)(a) of the Florida Statutes, 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 Submittal Package (Bid Response) on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Submittal Package (Bid Response) 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 Section 287.017 for Category Two (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list."
- IS-36. **Public Records Law** – The State of Florida has a very broad public records law. Florida Statute Chapter 119 will apply to all responses to this solicitation including FSS 119.071(1)(b).
- 36.1. FSS 119.071(1)(b) – General exemptions from inspection or copying public records. Sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) or within 10 days after bid or proposal opening, whichever is earlier. If an agency rejects all bids or proposals submitted in response to an invitation to bid or request for proposals and the agency concurrently provides notice of its intent to reissue the invitation to bid or request for proposals, the rejected bids or proposals remain exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) concerning the reissued invitation to bid or request for proposals or until the agency withdraws the reissued invitation to bid or request for proposals. This sub-subparagraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2011, unless reviewed and saved from repeal through reenactment by the Legislature. The City shall disclose information in accordance with the applicable public records law.
- IS-37. **Qualifications of Respondents** - The City of Leesburg reserves the right before awarding the contract, to require the Supplier to submit such evidence of his qualifications and experience as it may deem necessary, and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a respondent.
- 37.1. The Supplier is assumed to be familiar with all Federal, State or local laws, codes, ordinances, rules and regulations that in any manner affect the work, and to abide thereby if awarded the Contract. Ignorance of legal requirements on the part of the Supplier will in no way relieve him of responsibility.
- 37.2. Any Supplier may be required to show to the complete satisfaction of the City that he has the necessary personnel, facilities, abilities, and financial resources to perform the work in a satisfactory manner and within the time specified.
- 37.3. Supplier must possess any and all required licenses to perform and complete the work necessary in this project. The Supplier must be licensed at the time of submitting their bid and the license must be in effect for the entire period of the project.
- IS-38. **Quantities** – The City reserves the right to adjust quantities stated in this solicitation. Available funding versus prices bid may affect actual quantities ordered. The City may choose to increase or decrease quantities stated in the documents depending on the circumstance. The City is not obligated to place any order for a given amount subsequent to the award of this Solicitation. The City may use any stated estimated quantities in the award evaluation process. Estimated

quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-governmental or non-profit entities utilizing this contract. In no event shall the City be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

- IS-39. **Questions and Answers** – All answers to questions of substance will be publicly published within the Platform. Suppliers are required to review all questions and answers within the solicitation. Questions and answers are as authoritative as any information issued in a formalized addendum and incorporated into the Solicitation or any Contract resulting from this Solicitation.
- IS-40. **Responsibility of Supplier to Inform Himself as to All Conditions Relating to Project** - The respondent, by and through the submission of his Response, agrees that he will be held responsible for having examined the site if applicable to this Solicitation.
- IS-41. **Responsiveness (Solicitation Responses)** – Responses shall conform in all material respects to the solicitation in order to be considered for award. Any response which fails to conform to the solicitation’s essential requirements may be rejected. An effective solicitation response will be submitted formatted to the solicitation specifically with particular attention paid to providing the information necessary to meet the evaluation factors in detail. The Submittal Package must demonstrate to the City that the respondent is highly qualified with regard to each requirement in the solicitation.
- IS-42. **Right to Accept or Reject Submittals** – Submittals which are incomplete, unbalanced, conditional, obscure or which contain additions not required, or irregularities of any kind, or which do not comply in every respect with the solicitation, and the Contract Documents, may be rejected at the option of the City of Leesburg.
- 42.1. The City of Leesburg does not bind itself to accept the lowest price for the minimum specifications stated herein, but reserves the right to accept any response which in the judgment of the City will best serve the needs and interests of the City of Leesburg.
- 42.2. If, at the time this contract is to be awarded, the lowest Cost Response submitted by a responsible Supplier having acceptable qualifications and abilities to perform the work, does not exceed the amount of funds then estimated by the City as available to fund the work under the contract; the contract may be awarded to that Supplier.
- 42.3. If such lowest Cost exceeds the available funding for the work, the City may reject all Responses or may award the contract to the lowest Cost Response less such deductible alternates or schedules of work which are listed in the Response, as produces a net amount which is within the available funds.
- IS-43. **Sealed Responses** – The Platform uses an ‘electronic lock box’ system for the receipt and protection of all Supplier responses. Only the Supplier can see that they have submitted a response and the information contained in that response. The Supplier may withdraw their submission and resubmit anytime until the due date and time, or the end of the Offer Phase. Once the Offer Phase has ended the City will be able to view the submissions and begin the evaluation of all submission received.
- IS-44. **Signature of Supplier** – See Electronic Submission of Responses.
- IS-45. **Solicitation Opening** – The method of the Solicitation Opening, public or non-public, will be stated on the within the Online Solicitation.
- IS-46. **State Registration Requirements** – Any corporation submitting a Submittal Package in response to this Solicitation shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to award of a contract. Any partnership submitting a response to this Solicitation shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State’s Office, Division of Corporations, (800) 755-5111 (<http://www.dos.state.fl.us>).
- IS-47. **State Professional Licenses** – The Supplier shall hold all required Professional Licenses as issued by the State of Florida Department of Business and Professional Regulation at the time their Response is submitted and maintain said licenses for the duration of a Contract if awarded.
- IS-48. **Subcontractors**
- 48.1. **Subcontractors Listing** – A question in the Solicitation Package requests suppliers to submit their list of subcontractors to be used for performance of construction services under an awarded Agreement. Suppliers shall provide names of subcontractors they have committed for the Contract. Not listing sufficient subcontractors to perform each trade or not indicating a trade or trades will be self-performed may be grounds for deeming the

submittal response non-responsive and not considering the supplier for award. **SUPPLIERS MUST LIST THEIR SUB-CONTRACTORS.**

- 48.2. **Subcontracting** – Unless otherwise specified in this solicitation or Contract Documents, the Contractor shall not change subcontractors from those listed on their Subcontractor Listing form provided in advance of the Notice to Proceed being issued. Changes to Subcontractors may only be made following Contractor submitting a revised Subcontractor Listing and written approval by the City of the requested change in the subcontractor(s).

IS-49. **Withdrawal of Response** - Any response to this solicitation may be withdrawn **prior** to the due date and time (Offer Phase Ending) specified in the solicitation package or as revised by an addenda. Following the ending of the Offer Phase no response may be withdrawn by a Supplier.

[END]