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5. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder. Any violation of these stipulations may also result in –
  1. Vendor's name being removed from the FKMCD vendor mailing list.
  2. All area departments being advised not to do business with vendor without written approval.
6. **SAMPLES:** Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the bidder's expense. Request for the return of samples must be made within 10 days following opening of bids. Each individual sample must be labeled with bidder's name, bid number, and item number. Failure of bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid.
7. **DELIVERY:** Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday.
8. **INTERPRETATIONS:** Any questions concerning conditions and specifications should be submitted to the buyer no later than three (3) days prior to the bid opening.
9. **AWARDS:** As the best interest of FKMCD may require, the right is reserved to reject any and all bids and to waive any irregularity in bids received; to accept any item or group of items unless qualified by bidder; to acquire additional quantities at prices quoted on this proposal unless additional quantities are not acceptable, in which case the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY".
10. **BID OPENING:** Shall be public, on the date at the time specified on the bid form. All bids received after that time shall be returned. Offers by telegram or telephone are not acceptable.
11. **ADVERTISING:** In submitting a proposal, bidder agrees not to use the results therefrom as a part of any commercial advertising.
12. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the buyer unless loss or damage results from negligence by the buyer.
13. **PAYMENT:** Payment will be made by the buyer after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced.
14. **CONFLICT OF INTEREST:** The award hereunder is subject to Chapter 112, Florida Statutes, wherein it states, in part: "... all bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the FKMCD. All bidders must disclose the name of any employee who owns directly or indirectly an interest of 5% or more in the bidder's firm or any of its branches..."
15. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the buyer shall be final and binding on both parties.
16. **LEGAL REQUIREMENTS:** Federal, State, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.
17. **PATENTS & ROYALTIES:** The bidder without exception, shall indemnify and save harmless, the FKMCD and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the MCMCD the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
18. **STANDARD COMMERCIAL WARRANTY:** The manufacturers'/sellers' standard commercial warranty shall apply to all the items described herein and the seller shall furnish a copy to the buyer as a part of his bid.
19. **SPECIAL CONDITIONS:** Any and all special conditions that may vary from these General Conditions shall have precedence.

**BIDS SHOULD BE MAILED EARLY ENOUGH PRIOR TO THE OPENING DATE/TIME TO PERMIT TIMELY DELIVERY BY THE POSTAL DEPARTMENT OR ANY OTHER EXPRESS MAIL SERVICE. BIDS MAILED ONLY ONE OR TWO DAYS PRIOR TO THE OPENING DATE INVARIABLY RESULT IN LATE BIDS. BIDS WILL BE RECEIVED UP UNTIL THE TIME ANNOUNCED HEREIN FOR OPENING, ANY BIDS RECEIVED AFTER THE TIME SPECIFIED FOR OPENING WILL NOT BE ACCEPTED FOR CONSIDERATION AND WILL BE RETURNED TO THE SENDER UNOPENED.**

**ENCLOSED IS THE FLORIDA CRIMES ENTITY FORM WHICH MUST BE FILLED OUT AND NOTARIZED AND RETURNED WITH SIGNED BID OR BID WILL NOT BE VALID.**