

#### AGENDA ITEM REPORT

**DATE:** June 5, 2018

**DEPARTMENT:** Procurement Management

**REQUESTER:** Mary Tucker

TITLE: Approve Purchase of Safety Supplies and Equipment - Countywide

#### I. MOTION REQUESTED

A) Approve Piggyback No. PB170544GWT, Safety Supplies and Equipment to utilize pricing on the City of Sunrise, FL Contract No. 17-46-09-HR for the purchase of safety supplies and equipment, on an as needed basis, as approved in the departments' annual adopted budgets, from the following three vendors: Safety Products, Inc.; School Specialty, Inc.; and Henry Schein, Inc.

B) Authorize the use of the contract through its expiration date of December 31, 2019 and any renewals/extensions approved by the City of Sunrise, FL.

#### II. ITEM SUMMARY

Approve utilization of the City of Sunrise, FL contract for the purchase of safety supplies and equipment countywide through December 31, 2019 or longer if extended. Total expenditures for these goods for the Fiscal Year 2016 – 2017 were approximately \$62,440.04.

#### III. BACKGROUND AND IMPLICATIONS OF ACTION

A) Board Action and Other History

The previous contract with The City of Sunrise expired February 11, 2018. Lee County Procurement Management reviewed the City of Sunrise's new bid and contracts and determined that it is eligible to piggyback. The term of the contract is for two years January 1, 2018 through December 31, 2019. Total expenditures for these goods for the Fiscal Year 2016 – 2017 were approximately \$62,440.04.

- B) Policy Issues
- C) BoCC Goals
- D) Analysis
- E) Options

#### IV. FINANCIAL INFORMATION

A)	Current year dollar amount of item:	See comments below.
B)	Is this item approved in the current budget?	Yes
C)	Is this a revenue or expense item?	Expense
D)	Is this Discretionary or Mandatory?	Discretionary
,	Will this item impact future budgets? If yes, please include reasons in III(D) above.	Yes
F)	Fund:	

F) Fund:

Program

	Project: Account Strings:	
G)	Fund Type?	
H)	Comments:	
	Expenditures will be as needed and within the departments	s' annual approved, adopted budgets.

# V. RECOMMENDATION

Approve

# VI. TIMING/IMPLEMENTATION

# VII. FOLLOW UP

# ATTACHMENTS:

Description	Upload Date	Type
City of Sunrise Henry Schein Award	5/9/2018	Letter
City of Sunrise School Specialty Award	5/9/2018	Letter
City of Sunrise Safety Products,Inc. Award	5/9/2018	Letter
City of Sunrise Henry Schein Bid	5/9/2018	Contract
City of Sunrise Safety Products, Inc Bid	5/9/2018	Contract
City of Sunrise School Specialty Bid	5/9/2018	Contract

# **REVIEWERS:**

Department	Reviewer	Action	Date
Procurement Management	Turner, Nicole	Approved	5/15/2018 - 8:46 AM
Budget Services	Henkel, Anne	Approved	5/16/2018 - 8:02 AM
Budget Services	Winton, Peter	Approved	5/17/2018 - 8:48 AM
County Attorney	Lira, Louis C.	Approved	5/17/2018 - 10:26 AM
County Manager	Brady, Christine	Approved	5/29/2018 - 9:31 AM

#### FINANCE & ADMIN. SERVICES DEPARTMENT

Purchasing Division Phone: 954-572-2274 Fax: 954-578-4809



December 28, 2017

Sent Via Email: <a href="mailto:andy.goldy@henryschein.com">andy.goldy@henryschein.com</a>

Mr. Andy Goldy Henry Schein, Inc. PO Box 3227 Irmo, S.C. 29063

Subject: Award– Bid Title: Safety Supplies and Equipment

Bid No. 17-46-09-HR

Dear Mr. Goldy:

I would like to inform you that the City of Sunrise Commission awarded the above referenced bid for Safety Supplies and Equipment on December 12, 2017. Please be advised that your firm was awarded the above referenced bid (multi-award) for the following items:

15% Discount off Catalog Prices

(www.henryschein.com; www.defibtech.com; www.fernoems.com; www.microflex.com)

The contract period shall be for two years, January 1, 2018 through December 31, 2019.

If I can be of further assistance, please do not hesitate to contact me at 954-572-2202.

Best Regards,

Holly Raphaelson, C.P.M., CPPO, CPSM

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Contracts Administrator

#### FINANCE & ADMIN. SERVICES DEPARTMENT

Purchasing Division Phone: 954-572-2274 Fax: 954-578-4809



December 29, 2017

Sent Via Email <u>kathy.skibba@schoolspecialty.com</u>

Ms. Kathy Skibba, Bid Coordinator School Specialty, Inc. W6316 Design Drive Greenville, WI 54942

Subject: Award– Bid Title: Safety Supplies and Equipment Bid No. 17-46-09-HR

Ms. Skibba,

I would like to inform you that the City of Sunrise Commission awarded the above referenced bid for Safety Supplies and Equipment on December 12, 2017. Please be advised that your firm was awarded the above referenced bid (multi-award) for the following items:

Supply Items 34% Discount off Catalog Prices
 Furniture 10% Discount off Catalog Prices
 21<sup>st</sup> Century Safety and Security Solutions & School Specialty Education Essentials Catalogs

The contract period shall be for two years, January 1, 2018 through December 31, 2019.

If I can be of further assistance, please do not hesitate to contact me at 954-572-2202.

Best Regards,

Holly Raphaelson, MBA, C.P.M., CPPO, CPSM

Exply Raphoelson

Contracts Administrator

#### FINANCE & ADMIN. SERVICES DEPARTMENT

Purchasing Division Phone: 954-572-2274 Fax: 954-578-4809



Sent Via Email: kcornelius@spisafety.com

December 28, 2017

Ms. Karen Cornelius Safety Products, Inc. 3517 Craftsman Blvd Lakeland, Florida 33803

Subject: Award– Bid Title: Safety Supplies and Equipment

Bid No. 17-46-09-HR

Dear Ms. Cornelius:

I would like to inform you that the City of Sunrise Commission awarded the above referenced bid for Safety Supplies and Equipment on December 12, 2017. Please be advised that your firm was awarded the above referenced bid (multi-award) for the following items:

Safety Equipment 20% Discount off Catalog Prices
Traffic Control 15% Discount off Catalog Prices
Essentials 20% Discount off Catalog Prices
BEC16 Master Catalog 20% Discount off Catalog Prices

The contract period shall be for two years, January 1, 2018 through December 31, 2019.

If I can be of further assistance, please do not hesitate to contact me at 954-572-2202.

Best Regards,

Holly Raphaelson, C.P.M., CPPO, CPSM

Raphoelsen

Contracts Administrator

#### INVITATION FOR BID



#### **PURCHASING DIVISION**

Mailing Address:

10770 West Oakland Park Blvd. Sunrise, Florida 33351

#### Bid\_Data

Bid Number:

17-46-09-HR

Service or Commodity Title:

Safety Supplies and Equipment

Purchasing Agent:

Holly Raphaelson, C.P.M., CPSM, CPPO

Phone:

(954) 572-2202

Fax:

(954) 578-4809

Email:

hraphaelson@sunrisefl.gov

<u>Bid Opening</u>

Day/Date:

Wednesday, October 25, 2017

Time:

2:00 p.m.

Physical Location:

City Hall

Office of the City Clerk – Fourth Floor 10770 West Oakland Park Blvd.

Sunrise, FL 33351

# Bid\_Contents

Section 1: Specifications/Scope of Work

Section 2:

Attachments

Section 3

Instructions to Bidders

Section 4:

Terms and General Conditions

Section 5:

Bid Submission Check List

Section 6:

Bid Submission Package

Bid packages and specifications are no longer available directly from the City of Sunrise Purchasing Division. The City is now using **Onvia DemandStar** for the posting and distribution of all City Bids, RFPs, RFQs, RLIs and Quotations. This Bid may be obtained at <a href="https://www.demandstar.com">www.demandstar.com</a>. The City is not responsible for the accuracy of other means of distribution. Alteration of the content of this document shall result in disqualification.

NOTE: If not submitting a bid, fill out and return the "Statement of No Bid" Form of this document.

#### SPECIAL ACCOMMODATION:

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based F.S.S. 286.0105. The City does not tolerate discrimination in any of its programs, services or activities; and will not exclude participation in, deny the benefits of, or subject to discrimination anyone on the grounds of real or perceived race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status.

In compliance with the ADA and F.S.S. 286.26, any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the City's ADA Coordinator at least 48 hours in advance of the scheduled meeting. Requests can be directed via e-mail to hr@sunrisefl.gov or via telephone to (954) 838-4522; Florida Relay: 711; Florida Relay (TIY/VCO): 1-800-955-8771; Florida Relay (Voice): 1-800-955-8770. Every reasonable effort will be made to allow for meeting participation.

#### <u>SECTION 1 – SPECIFICATIONS</u>

BID NUMBER: 17-46-09-HR

The City of Sunrise is soliciting bids for the purchase and delivery of safety products and equipment to be used by all City departments. Purchases shall be made based upon a percentage off discount from a published catalog(s) or price list(s) and the awarded vendor(s) shall be responsible for supplying catalogs to all departments as required.

Vendor shall indicate on the Bid Sheet all catalog names and numbers that they will be supplying to the City, along with the percentage off discount that will be allowed for each catalog. The percentage off discount that the vendor bids shall remain firm for the term of the contract. Deliveries within the City of Sunrise shall be FOB Destination. There will be no minimum order requirements or minimum dollar amount required for delivery.

Catalog prices must remain in effect for one year from date of issuance of the Catalog. If or when a new catalog is published, vendor shall notify the City and provide copies of current catalogs to all using departments within the City.

This contract may be awarded at a time when vendor's Catalog is in the middle of a year. If that should occur, the City shall utilize the current catalog until the catalog's expiration date and then subsequent catalog pricing shall be required to remain in effect for at least one year from date of issuance.

Vendor(s) may specify more than one catalog name and number on the bid sheet.

Vendor(s) shall submit copies of their catalogs with their bid.

Additional copies of all catalogs shall be requested from all awarded vendor(s) as required for City of Sunrise Using Agencies.

Revised 08-30-17 Page 2

# BID NUMBER: 17-46-09-HR

# **SECTION 2 - ATTACHMENTS**

As listed below:

ATTACHMENT "A" is a list of sample safety products and equipment that have been purchased in the past by the City of Sunrise for informational purposes. This list is a sampling only and not inclusive of all items that may be purchased under this contract.

Page 3

# **SECTION 3 - INSTRUCTIONS TO BIDDERS**

BIDDERS: TO INSURE ACCEPTANCE OF THE BID, THE FOLLOWING INSTRUCTIONS MUST BE ADHERED TO:

This Request for Bid is to supply Safety Products and Equipment to the City of Sunrise. as required. After receipt of an offer and acceptance by the City Commission, commodities or services will be provided as indicated below:

An award letter notifying the Bidder of acceptance of their Bid by the City Commission specifying duration of the Contract with extension periods if any, and the method of ordering.

#### 3.1 HOW TO SUBMIT A BID

All bids must be submitted in sealed envelopes, delivered or mailed to Office of the City Clerk, Fourth Floor, City of Sunrise, 10770 West Oakland Park Blvd., Sunrise, Florida 33351. The bid number and bid title must be plainly marked on the outside of the envelope. It will be the sole responsibility of the Bidder to ensure that the bid reaches the office of the City Clerk on or before the opening time and date shown on the Invitation for Bid Cover (Page 1). No bids will be received, accepted, or considered after said time and date, unless the City, in its sole discretion reasonably exercised, elects to extend the time for submission and receipt of bids. Any request for an extension of time necessitated by an unforeseen emergency should be made prior to the Bid Opening and directed to the Purchasing Director/Designee, City of Sunrise (954) 572-2274.

#### FAXED BIDS WILL NOT BE ACCEPTED

#### 3.2 THE BID PACKAGE

The bid package consists of Specifications, Additional Requirements, Attachments, Instructions to the Bidders, Terms and General Conditions, and the following Schedules:

Schedule "A" - Bid Sheet & Certification

Schedule "B" - Non-Collusion Affidavit

Schedule "C" - Bidder's Drug Free Statement

Schedule "D" - Bidder's Qualification Statement

Schedule "E" - Warranty Information Form (If Applicable)

Schedule "F" - Insurance & License Requirements

Schedule "G"- Statement of No Bid

Section 6, "Bid Submission Package", and any other required documents must be returned in order for the bid to be considered for award. The Bidder should submit one (1) original – clearly marked as original - and two (2) photocopies (all collated and marked "Copy") of their bid. All Bids are subject to the conditions specified herein. All bids received will be read into the record and may be rejected for noncompliance to requirements after a full review by the Purchasing Division.

#### 3.3 INQUIRIES, ADDENDA AND MODIFICATIONS

The Bidder must direct any inquiries on the specifications, additional requirements, attachments, terms and general conditions or instructions, in writing, either via U.S. Mail, Email or Fax, to the individual named on Page 1 at the Purchasing Division, City of Sunrise, 10770 West Oakland Park Blvd, Sunrise, Florida, 33351, Fax No. (954) 578-4809. All inquiries must be received by the Purchasing Division no later than 12:00 p.m. ten (10) calendar days prior to the Bid opening.

BID NUMBER: 17-46-09-HR

Any addenda or other modifications to the Documents will be made in writing, and issued by the City, prior to the time and date of Bid Opening. Such written addenda or modifications shall be part of the Documents and shall be binding upon each Bidder. No verbal addenda or modifications shall be allowed nor shall any Bidder rely upon any verbal addenda or modifications in preparing or submitting its bid.

BID NUMBER: 17-46-09-HR

#### 3.4 EXECUTION OF BID

Bid must contain an original signature of an authorized representative of the company in the space provided. Failure to sign the bid shall invalidate it, and it will not be accepted. All bids must be completed in ink or typewritten. No erasures are permitted. If a correction is necessary, the bidder should draw a single line through the entered figure and enter the corrected figure above it. Corrections should be initialed by the person signing the bid, or a duly authorized representative of the firm submitting bid. Any illegible entries, pencil bids or corrections not initialed may not be accepted. Only corrections that show the clear intent of the bidder, in the sole discretion of the City of Sunrise, will be accepted.

#### 3.5 NO BID

If not submitting a bid, respond by returning the "STATEMENT OF NO BID" Schedule G of this Invitation for Bid. Repeated failure to respond without sufficient justification may be cause from removal of a Bidder's name from future solicitations.

#### 3.6 PRE-BID CONFERENCE

Not applicable for this bid.

#### 3.7 PRICES BID

List both the unit price and the extended total, if applicable. Prices must be stated in the units specified on the Bid Sheet. In case of a discrepancy in computing the amount of the bid between the unit price bid and the extended total, the unit price will govern. When bids are awarded on the basis of Lump Sum, if there is a discrepancy between the written and numeric amount, the written amount prevails.

#### 3.8 F.O.B. POINT

All bid prices shall be F.O.B. destination freight prepaid and delivered by Vendor to the City's specified location(s).

#### 3.9 BID VALIDITY

All bids shall remain valid for ninety (90) days after the time of bid opening. After this time period the Bidder may request the Bid be withdrawn.

#### 3.10 DELIVERY / COMPLETION TIME / RESPONSE TIME

Delivery shall be within ten (10) calendar days after receipt of purchase order. If specified delivery cannot be met, show number of days required to make delivery after receipt of Purchase Order in space provided on the Bid Sheet. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding City holidays.

#### 3.11 SAMPLES

Not applicable to this bid.

Page 5

#### 3.12 WARRANTIES / GUARANTEES

Vendor warrants that the materials, goods, services and/or workmanship furnished and/or delivered pursuant to the Purchase Order shall:

Conform in all respects to the description, drawings and specifications contained in this Bid

BID NUMBER: 17-46-09-HR

Be merchantable and fit for the ordinary purpose for which such goods are used or intended to be used

Be new and unused, of good quality and free from defects whether latent or patent in material or workmanship

Be free from any security interests, liens or encumbrances. Vendor warrants that it has good and marketable title to the goods delivered

There is no infringement upon or violation of any copyrights or patent rights

Minimum warranty shall be shall be one (1) year from time of delivery or manufacturers' suggested warranty. The Bidder shall furnish with the bid all pertinent warranty data as it relates to the items bid upon. If requested, the Bidder is to complete Schedule "E".

#### 3.13 ESTIMATED OUANTITIES

Not applicable to this bid.

#### 3.14 ADDITIONAL QUANTITIES/BALANCE OF LINE

Bidder must indicate in the space provided on the Bid Sheet the percentage (%) off their written price list for the balance of their line. The City reserves the right to purchase items other than those listed in the catalogs. Upon request from the City, vendor shall provide a written quote and shall not ship products without a specific purchase order.

#### 3.15 FAMILIARITY WITH LAWS

The Bidder should be familiar with all federal, state, and local laws, ordinances, codes, rules, and regulations that may in any way affect this bid. Lack of knowledge on the part of the Bidder shall in no way relieve them from responsibility.

#### 3.16 BRAND NAMES / APPROVED EQUALS

Not applicable to this bid.

#### 3.17 PAST PROBLEMS ON PRIOR CONTRACTS / LITIGATION

The Bidder shall disclose any pending or anticipated litigation between the Bidder and any other party or parties that might affect the performance of this Contract. Such litigation must be indicated on Schedule D. When the Bidder or a proposed sub-Contractor has previously worked for the City and has received complaints from the City or has been involved in disputes with the City about the work, the Bidder should submit with their bid an explanation of what, if anything, the Bidder has done or will do to avoid similar problems in the future. This explanation must deal specifically with the problems involved on the prior Contract and any organizational, operational or other changes which have been or will be implemented. If, in the sole judgment of the City, the Bidder has failed

Page 6

to provide an adequate plan to ensure that the Contractual dispute previously experienced by the City will not recur, the City reserves the right to reject the bid submitted by that Bidder.

#### 3.18 BASIS OF AWARD

The City reserves the right to reject any and all bids, to waive any irregularity in bids received, to accept any item or group of items, unless qualified by the Bidder. The City reserves the right before recommending any award to inspect the Bidders' facilities or take any other action necessary to determine a Bidder's ability to perform in accordance with the specification, terms and conditions of the Invitation for Bid.

Award will be made to all responsive and responsible Bidders. It is the intent of the City to place orders with the lowest priced responsive and responsible Bidder for the desired product. The City reserves the right to place orders with other Bidders in ascending order of evaluated cost, in the case of immediate need or if product availability is affected.

#### 3.19 COST LIABILITY

The Bidder shall bear all costs associated with submitting the Bid, including preparation, site visitation or any travel connected with submittal of the Bid.

#### 3.20 CONTENTS OF BID / PUBLIC RECORDS

Any material submitted in response to this Bid will become a public record pursuant to Chapter 119, Florida Statutes. No claim of confidentiality or trade secret will be honored unless a specific exemption from the public records law exists and the Florida or Federal statute identifying the exemption is identified in the Bid. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed.

#### 3.21 <u>INVESTIGATIONS OF CONDITIONS AFFECTING OPERATIONS</u>

Before submitting a Bid, each Bidder shall make all investigations and examinations necessary to ascertain conditions and requirements of the Bid. Failure to make investigations and examinations shall not relieve the successful Bidder from the obligation to comply in every detail with all provisions and requirements of the Bid nor shall it be a basis for any claim whatsoever for alteration in any term of or payment required by the Purchase Order or any subsequent Contract.

#### 3.22 CONE OF SILENCE

This solicitation falls under the City of Sunrise's Code of Ordinances Section 2-1 (n) known as the "Cone of Silence". After a Bid is opened or a Short List is established, a vendor or a vendor's representative as defined in the Ordinance, a proposer, service provider, consultant or lobbyist, may not seek information or clarification or in any way contact any Official or employee of the City concerning this solicitation with the exception of the City Attorney, the Purchasing Director or an individual specifically designated in this document for dissemination of information. A copy of any written communication concerning this solicitation shall be filed with the Purchasing Division and shall be made available to the public upon request. A violation of the "Cone of Silence" renders any award voidable at the sole discretion of the City Commission and may subject the potential vendor or vendor's representative to debarment in accordance with the City's Code of Ordinances. Nothing in the Ordinance prevents a vendor or vendor's representative from taking part in a public meeting concerning the solicitation.

#### SECTION 4 - TERMS AND GENERAL CONDITIONS

BID NUMBER: 17-46-09-HR

#### 4.1 INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify, defend and hold harmless the City of Sunrise, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Agreement; provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage; but only to the extent caused in whole or in part by the negligent acts, errors, or omissions of the CONTRACTOR, CONTRACTOR's subcontractor(s), or anyone directly or indirectly employed or hired by CONTRACTOR or anyone for whose acts CONTRACTOR may be liable, OR REGARDLESS OF WHETHER OR NOT CAUSED IN WHOLE OR IN PART BY THE NEGLIGENT ACTS, ERRORS, OR OMISSIONS OF THE CITY OF SUNRISE ITS OFFICERS, AGENTS, VOLUNTEERS, OR EMPLOYEES, UNLESS SUCH NEGLIGENT ACTS, ERRORS, OR OMISSIONS CONSTITUTE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT. The City of Sunrise reserves the right, but not the obligation, to participate in defense without relieving CONTRACTOR of any obligation hereunder, CONTRACTOR agrees this indemnity obligation shall survive the completion or termination of the Agreement.

#### 4.2 <u>INSURANCE REQUIREMENTS</u>

Not applicable to this Bid.

#### 4.3 PATENTS AND ROYALTIES

The Bidder, without exception, shall indemnify and save harmless the City of Sunrise and its employees from liability of any kind including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process or article of manufacture lot any article used in the performance of the Contract, including its use by the Purchaser. If 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.

#### 4.4 INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL

The initial contract period shall be for two (2) years, commencing on the date of award or the date this contract is executed by both parties or November 11, 2017 whichever is later. In addition, the City reserves the right to renew the contract for \_\_\_ additional one (1) year periods, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City, contingent upon budget approval.

#### 4.5 CONTRACT CONTINUITY / TRANSITIONAL PERIOD

In the event the services are scheduled to end either by Contract expiration or by termination by the City of Sunrise (at the City's discretion), the Bidder shall continue the services, if requested by the City, until new services can be completely operational. At no time shall this transitional period extend more than one hundred eighty (180) days beyond the expiration date of the existing Contract. The Bidder will be reimbursed for this service at the rate in effect when this transitional period clause is invoked by the City.

#### 4.6 CONTRACTS OVERLAPPING FISCAL YEARS:

The City's fiscal year begins October 1 and ends September 30 of the following calendar year. When a Contract's terms extends beyond the fiscal year in which the Contract commences, the City will

issue a new Purchase Order to cover its needs for the balance of the fiscal year and a new purchase order will be issued to correspond with the remaining months of the Contract that extends into the next fiscal year. Issuance of a new Purchase Order shall be subject to the availability of budgeted funds.

BID NUMBER: 17-46-09-HR

# 4.7 TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS

City is a bona fide governmental entity of the State of Florida with City's fiscal year ending on September 30 of each calendar year. If City does not appropriate sufficient funds to purchase the quantities required under this Agreement for any of the City's fiscal years subsequent to the one in which the Agreement is executed and entered into, then this Agreement shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of City's obligation under this Agreement were last appropriated by City and City shall not, in this sole event be obligated to make any further purchases beyond said fiscal year.

#### 4.8 TERMINATION FOR CAUSE

This Agreement may be terminated by either party upon three (3) calendar days written notice to the other party, should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event the Contractor abandons this Agreement or causes it to be terminated by the CITY, the Contractor shall indemnify the CITY against any loss pertaining to this termination. In the event that the Contractor is terminated by the CITY for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 4.9 and the provisions of Section 4.9 shall govern.

#### 4.9 TERMINATION FOR CONVENIENCE

A Contract resulting from this Bid may be terminated by the City without cause upon thirty (30) days written notice to the Vendor. In the event of such a termination without cause, the Vendor shall be compensated for all services performed to the City's satisfaction, together with reimbursable expenses incurred. In such event, the Vendor shall promptly submit to the City its invoice for final payment and reimbursement under the terms of this Contract.

#### 4.10 TERMS RELATING TO PRICE

Unless otherwise noted by the City, all prices shall be firm through the period of the Contract or purchase order and shall not be subject to increase. In the event of a manufacturer's or Vendor's price decrease during the Contract period, the City shall receive the full benefit of such price reduction on any undelivered goods or services on an existing purchase order and on any subsequent order placed during the Contract period. The Director of Purchasing must be notified in writing of any price reduction within five (5) days of the effective date. Failure to report price reductions may result in cancellation of Contract for cause, pursuant to these Terms and Conditions.

In the event of a manufacturer's price increase during the Contract period, the Vendor shall submit proof from the manufacturer of said increase, and the City may accept the price increase at the time of Contract renewal, or terminate or re-bid the Contract, in whole, or in part, whichever is in the best interest of the City.

#### 4.11 SELLING, TRANSFERRING OR ASSIGNING RESPONSIBILITIES

The Vendor shall not sell, transfer or assign the performance required by this bid without the prior written consent of the City. Any Award issued pursuant to this bid and the monies which may become due hereunder are not assignable, unless the prior written approval of the City is obtained.

Page 9

# BID NUMBER: 17-46-09-HR

#### 4.12 PAYMENT/BILLING INSTRUCTIONS

Payment will be made by the City after the items or services awarded have been, received, inspected, found to comply with award specifications, are free of damage or defect and are properly invoiced.

Invoices, unless otherwise indicated, must show Purchase Order Number and shall be submitted in duplicate to:

CITY OF SUNRISE, Finance Department 10770 West Oakland Park Blvd. Sunrise, FL 33351

Payment will be made within 30 days after delivery, authorized inspection and acceptance. The City is exempt from Federal and State Taxes for tangible personal property. The City will provide an exemption certificate to the Vendor upon request. The Vendor is not exempt from paying sales tax to the suppliers for materials to fulfill Contractual obligations with the City, nor is Vendor authorized to use the City's tax exemption Number in securing such materials.

#### 4.13 COMPLIANCE WITH STATE OF FLORIDA CRIME ENTITY

Please be informed that pursuant to Section 287.133(2) (a), Florida Statutes, "A person or affiliate who has been placed on the convicted Bidder list following a conviction for a public entity crime may not submit a bid or Bid on a Contract to provide any goods or services to the City, may not submit a bid on a Contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a Bidder, supplier, sub-Bidder, or consultant under a Contract with the City, and may not transact business with the City in excess of the threshold amount provided in S.287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted Bidder list." The submission of a bid shall constitute an affirmative representation of the Bidder to the City that the Bidder is aware of the Statute and in full compliance thereof.

#### 4.14 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT

If applicable, Vendor certifies that all material, equipment, etc. contained in the bid meets all O.S.H.A. requirements. Bidder further certifies that if he/she is the successful Bidder, and the material, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by Vendor.

#### 4.15 MATERIAL SAFETY DATA SHEETS (MSDS)

In compliance with Chapter 442, Florida Statutes when applicable, any item delivered from a Contract resulting from this Bid must be accompanied by a Material Safety Data Sheet (MSDS), if applicable. The MSDS must include the following information: (a) The chemical name and the common name of the toxic substance. (b) The hazards or other risks in the use of the toxic substances, including: 1) The potential for fire, explosion, corrosivity and reactivity; 2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and 3) The primary routes of entry and symptoms of overexposure. (c) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure. (d) The emergency procedure for spills, fire, disposal and first aid. (e) A description in lay terms of the known specific potential health risks posed by the toxic substances intended to alert any person reading this

Page 10

information. (f) The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

BID NUMBER: 17-46-09-HR

# 4.16 <u>STORAGE, REMOVAL AND DISPOSAL OF SOLID WASTE / CONSTRUCTION</u> DEBRIS:

Not applicable to this bid.

# 4.17 NO DAMAGES FOR DELAY

The CONTRACTOR shall not be entitled to any claim for damages including, but not limited to, loss of profits, loss of use, home office overhead expenses, equipment rental and similar costs, on account of delays in the progress of the Project from any cause whatsoever including an act or neglect of the CITY, adverse weather conditions, and act of God, strike, war or national disaster or emergency, unusual delay in deliveries, unusual delay in procuring permits, differing site conditions, unavoidable casualties or other causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY, or by other causes which the CONTRACTOR determines may justify delay. The CONTRACTOR'S sole recovery and sole remedy for any such delay shall be a reasonable extension of time and a revision to the Project Schedule as determined by the CITY. However, additional costs to the CONTRACTOR or delays in the CONTRACTOR'S performance caused by improperly timed activities shall not be the basis for granting a time extension. If the CONTRACTOR wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the CITY within ten (10) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The CITY'S representative shall determine whether or not the CONTRACTOR is entitled to a time extension for the delay. The failure of the CONTRACTOR to give such notice shall constitute a waiver of any claim under this section.

#### **4.18 VENUE**

Any Contract resulting from this bid shall be governed by the laws of the State of Florida. Should the Parties be involved in legal action arising under, or connected to this Agreement, except as set forth in Paragraph 4.1, Indemnification, 4.3 Patents and Royalties, and 4.8 Termination for Cause each party will be responsible for their own attorney's fees and costs. The venue for any litigation will be Broward County, Florida. Both Parties agree to waive a jury trial, and will proceed to trial by judge if necessary.

#### 4.19 PUBLIC RECORDS LAW

The CONTRACTOR shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the CONTRACTOR and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, the CONTRACTOR shall: (a) keep and maintain public records required by the City to perform the services provided hereunder; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the City; and (d) upon completion of the Agreement, transfer, at no cost, to

the City all public records in the possession of the CONTRACTOR or keep and maintain public records required by the City to perform the service. If the CONTRACTOR transfers all public records to the City upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. If the CONTRACTOR fails to comply with the requirements in this Section 4.19, the City may enforce these provisions in accordance with the terms of this Agreement. If the CONTRACTOR fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954/746-3333), e-mail (CityClerk @sunrisefl.gov), or mail (City of Sunrise, Office of the City Clerk, 10770 West Oakland Park Boulevard, Sunrise, Florida 33351).

BID NUMBER: 17-46-09-HR

#### BID NUMBER: 17-46-09-HR

# SECTION 5 - BID SUBMISSION CHECK LIST

	NY NAME: (Please Print): HENRY Chorn
Phone: _2	600 845 3556 Fax: Roo 533 4793
	BEFORE SUBMITTING YOUR BID, MAKE SURE YOU
I.	Carefully read the SPECIFICATIONS.
2.	Properly fill out the BID SHEET and CERTIFICATION PAGE (Schedule "A").
3.	Fill out and sign the NON-COLLUSION AFFIDAVIT (Schedule "B") and have it properly notarized.
4.	Sign the VENDOR DRUG FREE STATEMENT (Schedule "C").
5.	Fill out the VENDOR QUALIFICATION STATEMENT (Schedule "D"), if required.
6.	Include WARRANTY INFORMATION FORM AND EXHIBITS (Schedule "E"), if required.
7.	CHECK THE INSURANCE and LICENSE requirements to be sure you comply, and submit PROOF of INSURANCES or LICENSES, if required, with your Bid (Schedule "F").
8.	Complete STATEMENT OF NO BID (Schedule "G"), if applicable.
<u>•</u> 9.	Clearly mark the BID NUMBER AND BID NAME on the outside of your envelope.
10.	Submit one (1) original (marked "Original") and two (2) photocopies (all collated and marked "Copy") of bid; Two (2) electronic true and exact copies of the bid on CD, flash drive or DVD in .pdf format.
11.	Include a Bid Bond, if applicable.
12.	Make sure your BID is submitted prior to the deadline. Late Bids will not be accepted.

FAILURE TO PROVIDE THE REQUESTED SCHEDULES MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE.

THIS PAGE AND THE FOLLOWING PAGES ARE TO BE RETURNED WITH YOUR BID.

THIS SHOULD BE THE FIRST PAGE OF YOUR BID.

# SECTION 6 - BID SUBMISSION PACKAGE

# SCHEDULE "A" CITY OF SUNRISE BID SHEET & CERTIFICATION

# ALL BIDS SHALL REMAIN VALID FOR NINETY (90) DAYS AFTER BID OPENING

Website	Y PRODUCTS AN	<u>D EQUIPMENT</u>	
CATALOG NAME/ MANUFACTURER	CATALOG NUMBER	EXPIRATION DATE OF CATALOG	PERCENTAGE DISCOUNT
www. Henry Schein. Com			15%
WWW DEFIBIEDH. COM		Participals	15%
www Ferno EMS. COM	NON-CKC/USI	ve items	15%
WINN MICROFURX. COM	CATALOG EXPIRATION DATE OF CATALOG NUMBER DISCOUNT  Chesw. Com  Wow cx clus no Tens  Is Do  Ex. com  Calendar days after receipt of purchase order. (To Be Complete is unable to comply with specified delivery requirements indicated within the bid document wild you extend the prices bid herein to other municipalities? Award of bid is not continger e with this offer to other municipalities. Yes:  No:  RECEIPT  Towledge below the receipt of any and all addenda, if any, by listing the Addenda No. and		
All deliveries will be made by Comm	on Carrier ONLY.	YesNo_	<del> </del>
			l of bid is not continger
ADDENDUM RECEIPT Bidder shall acknowledge below the redate of issuance.	ceipt of any and all ad	ldenda, if any, by listinถู	g the Addenda No. and
ADDENDUM NO:/DATE_	ADDENI	DUM NO:/DA	TE
Vendor Name		Name of Authorized P	erson

# SCHEDULE "A" (Continued)

I, the undersigned hereby agree to furnish the items and / or services described in this Invitation for Bid. I certify that I have read the entire document, including the Specifications, Requirements, Terms & Conditions and Schedules, and agree to furnish the items and services under the requirements of the Bid.

I also certify that this Bid is submitted without prior understanding, agreement, or connection with any corporation, firm or person submitting a Request for Submittal for the same materials, services, and supplies and is in all respects fair and without collusion or fraud.

The Respondent certifies by his/her signature that the person signing this Certification is authorized to bind the firm by their signature.

Company Name: HEWRY SCHEN	INC		_
Address 70 30× 3227			_
City /RMO	State Sc	Zip 2906	23
Phone# 800 845 3530 Fax# 800	<i>533 1793</i> E-N	Mail Away, Goese	
Phone# 800 845 3530 Fax# 800 Signature:	Title GEN	ern Manabe	'Y St. bern, com 'B
Printed Name: Navy Goery		•	
FEID or Social Security No. 113136	595		

#### SOCIAL SECURITY NUMBER COLLECTION DISCLOSURE STATEMENT

Please be advised that pursuant to Section 119.071(5) (a) 2.a., Florida Statutes, the City of Sunrise ("City") discloses that the City requests your social security number for the purpose of payroll eligibility verification, processing employment benefits, income reporting, tax reporting, background checks on employee applicants, advisory board applicants and other City program volunteers. Social security numbers are also used as a unique numeric identifier and may be used for search purposes.

STATE OF SOUTH CARD/INA

#### BID NUMBER: 17-46-09-HR

# SCHEDULE "B" CITY OF SUNRISE

# **NON-COLLUSION AFFIDAVIT**

This affidavit is to be filled in, executed and notarized by the Bidder. If the bid is made by a Corporation, then it should be executed by its Chief Officer. This document <u>MUST</u> be submitted with the bid.

COU	JNTY OF	Rich/AND	)				
(Typ			is signing belov	, being first du	ıly sworn, depo	ses and says that	
1.	He/she is the	GONERAL M	ANAGER		er, Officer, Repre	esentative or Agent)	
				ation and conter	nts of the attached	d Bid and of all	
	making a Bi collusion or directly or in relationship	d for the said comm fraud. No head of a ndirectly interested below.	odities/services. S my department, ar	aid Bid is on ou ny employee or	r part in all respo any officer of th	ects fair and withou ne City of Sunrise is	t
Nam	e:	NONE '	Relat	ionship:			
Nam	e:		Relat	ionship:	<u></u>	<del></del>	
Com	pany Name:	Henry St	Their W	ć			
Bidd	ers' Authoriz	zed Signature:	JUP9	20/			
Subs	cribed and sv	worn to before me th	is 232D day	of Ottober	,20_/7		
1	! !!!!					•	
	ry Public	ATE-11					
Prin	t, Type or St	amp name of Notary	Public)				
		being first duly sworn, deposes and says that rint name of person who is signing below)  e is the Develope Manager (Owner, Partner, Officer, Representative or Agent)  Bidder that has submitted the attached Bid.  e is fully informed with respect to the preparation and contents of the attached Bid and of all ent circumstances respecting such Bid.  Bid is made without any connection or common interest in the profits with any other persons go a Bid for the said commodities/services. Said Bid is on our part in all respects fair and without on or fraud. No head of any department, any employee or any officer of the City of Sunrise is yor indirectly interested therein. If any relatives are employed by the City, indicate name and analysis below.  Relationship:  Relationship:  Relationship:  Relationship:  Aday of Libber 1, 20 17					

#### SCHEDULE "C" CITY OF SUNRISE

#### **BIDDER'S DRUG - FREE WORKPLACE CERTIFICATION**

Preference may be given to Vendors submitting a certification with their bid/Bid certifying they have a drugfree workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

<u>IDENTICAL SUBMISSIONS</u> - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids, Bids or replies which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or Contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied Vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Give each employee engaged in providing the commodities or Contractual services that are under bid a copy of the statement specified in subsection (1).
- 4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this Vendor complies fully with the above requirements.

I hereby certify that the company submitting this Bid has established a Drug Free work place program in accordance with State Statute 287.087

ANDY GOLDY /NC

COMPANY'S NAME

(Attach additional sheets as necessary)

# SCHEDULE "D" CITY OF SUNRISE BIDDER'S QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter: How many years has your organization been in business under its present name? If Bidder is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute: Under what former names has your business operated?: At what address was that business located? Are You Certified? Yes No If Yes, ATTACH COPY OF LICENSE No\_\_\_\_ If Yes, ATTACH COPY OF LICENSE Are You Licensed? Yes Has your company or its senior officers ever declared bankruptcy? Yes No If yes, explain: Are you a sales representative, of the commodities/services bid upon Have you ever received a Contract or a Purchase Order from the City of Sunrise or other government entity? Yes No If Yes, explain (date, service/project, bid title, etc.) Have you ever received a complaint on a Contract or bid awarded to you by any government entity? Yes\_\_\_\_ No\_\_\_\_ if yes, explain: Have you ever been debarred or suspended from doing business with any government entity? Yes No V If Yes, explain\_\_\_\_\_ Please identify each incident within the last five (5) years where a civil, criminal, administrative, other similar proceeding was filed or is pending; if such proceeding arises from or is a dispute concerning the Consultant's rights, remedies or duties under a Contract for the same or similar type services to be provided under this Bid:

#### **SCHEDULE "D"**

(Continued)

#### **REFERENCES:**

List all pertinent government agencies and private firm(s) with whom you have done business within the past three (3) years: Agency/Firm Name: See NTTA Chestency/Firm Name: Address: Address: City/State/Zip Code: City/State/Zip Code: Phone: Phone: Fax: Fax: \_\_\_\_ \_\_\_\_\_ Contact: Contact: E-Mail: E-Mail: \_\_\_\_\_ Agency/Firm Name: Agency/Firm Name: \_\_\_\_\_\_ Address: Address: City/State/Zip Code: \_\_\_\_\_ City/State/Zip Code: Phone: Phone: Fax: Fax: Contact: Contact: E-Mail: E-Mail: Agency/Firm Name: \_\_\_\_\_ Agency/Firm Name: Agency/Firm Name: Agency/Firm Name: Address: Address: City/State/Zip Code: City/State/Zip Code: Phone: Phone: Fax: Fax: Contact: Contact: E-Mail: E-Mail: Agency/Firm Name: Agency/Firm Name: Address: Address: City/State/Zip Code: City/State/Zip Code: Phone: Phone: Fax: Fax: Contact: \_\_\_\_\_\_ Contact: E-Mail: E-Mail: YOUR COMPANY NAME ADDRESS/10/00/323

FAX:

EMAIL: Ens Cherry Chern Com



Headquartered in Melville, NY. Heny Schein employs nearly 18,000 people and has operations or affiliates in 33 countries.

Henry Schein, Inc. (NASDAQ: HSIC), the largest provider of health care products and services, office-based practitioners, is a Fortune 250® company and a member of the NASDAQ 100® Index. The Company is recognized for its excellent customer service and highly competitive prices. Henry Schein's five businesses — Dental, Medical, Animal Health, International and Technology — serve nearly 775,000 customers worldwide, including dental practitioners and laboratories, physician practices and animal health practices, as well as government and other institutions.

The Company operates through a centralized and automated distribution network, which provides customers with a comprehensive selection of more than 90,000 national and Henry Schein private-brand products in stock, as well as more than 100,000 additional products available as special-order items. We leverage over \$1B of annual purchase volume, global sourcing relationships and supplier partners to support delivery of high quality care. Henry Schein also provides exclusive, innovative technology offerings for dental, medical and veterinary professionals, including value-added practice management software and electronic health record solutions.

Henry Schein has been in the medical supply business over 85 years with over 35 years of experience in the EMS marketplace. Representing the EMS industry's leading manufacturers, Henry Schein offers a full line of EMS specialty equipment and medical supplies. With over 20 dedicated EMS sales professionals (most started their careers as field Medics), Henry Schein EMS has one of the largest and most experienced EMS teams in the industry.

Inventory maintained to serve its customers immediate shipping needs exceeds \$1.2 billion. Henry Schein daily serves over 500,000 customers. With 3 million square feet of warehouse space, Henry Schein ships over 10 million orders a year, delivering most in 1-day. The total number of products offered in Henry Schein's distribution centers, catalogs, and websites are over 200,000. Its EMS specialty catalog has over 2,200 EMS specific items. Most catalog products are stocked In Henry Schein distribution warehouses. In addition Henry Schein offers thousands of "value-priced, private label" products, including wound care, latex-free exam gloves, needles, syringes, nasal cannulas, tapes, and cleaning supplies.



Steven G. Folden

on contract since 1996 till present

**Fayette County Fire/EMS** 

140 Stonewall Ave., W. Suite 214

Fayetteville, GA 30214

stevef@fayettecountyga.gov

phone: 770-305-5173

fax: 770-305-5190

**Christina Summers** 

**Onslow County** 234 Northwest Corridor Blvd

Jacksonville NC 28540

Christina\_summers@onslowcountync.gov

on contract since 2006 til present

phone 910-455-1750

fax 910-347-3165

John A Spiliotopoulos

Broward Co Fire Rescue/Logistics

2308B SW 42nd St Dania Beach FL 33312

John\_spiliotopoulos@sheriff.org

on contract since 2006

phone 954-625-2971

fax 954-791-2372

Javier E. Wallis, Buver **Logistical Services Division** 

Miami-Dade Fire Rescue Dept

6000 SW 87th Ave.

Miami FL 33173

jwallis@miamidade.gov

on contract since 2005

phone 786-336-3174

fax 786-336-3091

Larry Horton, Fire Chief

Bentonville Fire/Rescue

800 SW A Street

Bentonville, AR 72712

Ihorton@bentonvillear.com

on contract since 1996

phone 479-271-3151

fax 479-271-3154

**Chuck Jordan Bridges** 

City of Las Vegas Fire Rescue

831 N Mojave Rd

Las Vegas, NV 89101

jbridges@lasvegasnevada.gov

on contract since 2006

ph: 702-229-8103

fax 702-229-8105

# SCHEDULE "E" CITY OF SUNRISE

# **WARRANTY INFORMATION FORM**

ALL BLANKS SHOULD BE FILLED IN AND SUBMITTED WITH BID MINIMUM WARRANTY SHALL BE AS SPECIFIED HEREIN

MAKE AND MODEL OF I						
BO IS A DA	SCOUNT TO	an	web/l	VATA/af	Paice	ヹ
DOES WARRANTY APPLY Explicitly)	Y TO ENTIRE PAC	KAGE O	RONLY TO S		RTS? (State	_ 
DOES WARRANTY INCLU	JDE LABOR FOR F NO	REPLACE	EMENT OF DE	EFECTIVE PA	ARTS?	
WARRANTY PERIOD FOR	R PARTS REPLAC	EMENT				
WHO WILL PROVIDE LAI PERIOD? <u>UNIT</u>						
TELEPHONE:EMAIL:		_FAX:_				_
NEAREST SOURCE TO THE PERIOD:	1 -					<b>Y</b> -
TELEPHONE:EMAIL:						
A COPY OF COMPLETE W		EMENT I	S SUBMITTE	D HEREWIT	Н:	
NAME OF BIDDER:	enry On	en G	he			
SIGNATURE AND TITLE:			4			
TELEPHONE SOO SY	5300	FAX:c	500 53	3 479	3	
DATE: 10/21/1.	7					

# Medical Terms & Conditions

#### THE HENRY SCHEIN PRICE POLICY:

We endeavor to maintain prices for the duration of a catalog, but we reserve the right to make price adjustments in response to manufacturers' price increases or extraordinary circumstances. Prices are subject to change without notice.

Henry Schein, Inc. ("Henry Schein") and customer agree that the terms and conditions hereinafter set forth shall govern the relationship between Henry Schein and the customer to the extent that the parties do not have a written agreement in effect that conflicts with such terms and conditions. Customer acknowledges and accepts all such terms and conditions by placing an order for goods with Henry Schein, and upon Henry Schein's delivery of the order to the customer,

#### DISCOUNTS, REBATES AND DISCLOSURES:

invoice or statement prices may reflect or be subject to a bundled discount or rebate pursuant to a purchase offer, promotion, or discount program. You must fully and accurately report to Medicare, Medicald, Tricare and/or any other fedoral or State program, upon request by such program, the discounted price(s) or net price(s) for each invoiced item, after giving effect to any applicable discounts or rebates, which price(s) may differ from the extended prices set forth on your invoice. Accordingly, you should retain this invoice and all relevant information for your records. It is your responsibility to review any agreements or other documents, including offers or promotions, applicable to the invoiced products/prices to determine if your purchase(s) are subject to a bundled discount or rebate. Any such discounts must be purchase(s) are subject to a uninted discount of rotate. Any start discount must be calculated purchant to the terms of the applicable purchase offer, promotion, or discount program. Participation in a promotional discount program is only permissible in accordance with discount program rules. By participation in such program, you agree that, to your knowledge, your practice compiles with the discount program requirements.

#### **DELIVERY TERMS:**

Unless otherwise agreed, freight terms are FOB Shipper's Dock ("Ex Works" outside North America). Title passes at the time the shipment is loaded at the shipper's dock.

Continental U.S.: All orders will be subject to a handling charge. This charge includes freight, except for additional carrier charges related to special delivery services and hazardous material shipments. Special orders are subject to additional freight charges.

Alaska, Hawall & Pacific Protectorates; Standard shipping methods provide direct, reduced cost, expedited air delivery service to all accounts in Alaska and Hawaii, Gustomers in the Pacific Protectorates are offered direct surface transport, or postal services for reliable delivery. No additional surcharges apply, except when special services are requested. Low-level hazardous items (dangerous goods in accepted quantities and Consumer Commodity ID 8000) are now available via UPS 2nd-day air.

Guam. Puerto Rico. U.S. Trust Territories & Virgin Islands;

All orders will be subject to a handling charge. This charge includes treight through the United States Postal Service (USPS).

Special delivery orders and hazardous material shipments can be shipped via United Parcel Services (UPS) for an additional charge. No minimum order amount or weight applies. Speak to your International Representative for details.

Outside U.S. (50 states):

If your order is being shipped outside the U.S. (50 states), please refer to the international Terms & Conditions at henryschein.com. Unless otherwise agreed, freight terms are FOB Shipper's Dock ("Ex Works" outside North America).

Title passes at the time the shipment is loaded at the shipper's dock. Customer is responsible for compliance with any applicable import requirements.

#### **RX PRODUCTS & CONTROLLED SUBSTANCES:**

Regulations require us to limit the sale of Px and controlled substances only to registered, licensed healthcare professionals. If you are a new customer or have recently moved, please furnish us with a copy of your updated state DEA registration. For controlled substances, furnish a copy of your DEA registration verifying your shipping address. Please note that all orders for controlled substances are subject to a due diligence review process. Schedule II controlled substances can be ordered electronically or by mail. For information on our Controlled Substance Ordering System please visit www.henryschein.com/e222; If you prefer to continue using Federal 222 Forms to order Schedule II controlled substances, please mail the form to: Henry Schein, Inc. • Suite 300, 5315 West 74th Street • Indianapolis, IN 46268

#### REGULATORY REQUIREMENT:

Local regulatory requirements may apply to use or installation of certain products. Be sure to understand and comply with any such requirements prior to purchase, use, or installation of products.

**RETURNS:** 

WE CANNOT ACCEPT ANY RETURNS WITHOUT PRIOR AUTHORIZATION.

To arrange for a return, simply call our Customer Service department or contact your Sales Consultant. The following conditions must be complied with:

- All returns must be accompanied by a copy of your invoice and a reason for
- · Merchandise must be returned in its original unopened container, unmarked, and properly packaged.
- Returned products must have been purchased within the previous thirty (30) days.
   Any returns past thirty (30) days are subject to a restocking fee.
- Shortages or errors in shipments must be reported within seven (7) days of invoice date to issue credit (if applicable).
- Shipping charges will apply on all returns.

Exceptions:
The following special, customized, or government-regulated items are not returnable: Immune globulin products • Special order items (products that we do not ordinarily stock) . Personalized and imprinted items . Opened computer hardware and software • Controlled substances • Hazardous materials • Expired products

. Items that cannot be returned to the manufacturer. Any item marked nonreturnable

Equipment:
Opened and used equipment may not be returned for credit. Before opening equipment, we suggest that you check the shipping container and packing list to ensure that you are getting exactly what you ordered. Equipment must be returned in the original unopened packaging, unmarked and properly packaged. Speical order equipment is not returnable. All equipment returns are subject to a restocking fee. Equipment is backed by the manufacturer's repair or replacement warranty. Please read and return all warranty information required immediately upon taking delivery of your new equipment. Open or defective equipment is subject to the manufacturer's warranty. warranty.

<u>Prescription Drug Returns:</u>
Please note that, in order to comply with Federal and State Pedigree requirements, Henry Schein's policy on the return of fix Drugs is as follows:

Rx Drugs which Henry Schein has purchased from wholesalers are not returnable. These frems will be identified in your invoice with the code WH. Rx Drugs which are purchased by Henry Schein directly from the manufacturer may be returned providing that the following key elements are met:

- Only returns due to error in order or delivery will be allowed.
   Hetums of Rx Drugs will only be accepted if HSI is notified within 14 calendar days of receipt of the shipment and valid return authorization is issued by HSI.
   The Prescription Drug Marketing Act requires any customer returning Rx Drugs to complete and return a Prescription Drug Return Authorization form. Federal law requires that the healthcare entity returning Rx Drugs document that the product was kept under proper storage and handling conditions while in their possession and during the return of the product. To get a copy of the form and proper return authorization, please contact Customer Service.
   In addition, Pedigree regulations require that the healthcare entity returning Rx Drugs certifies
- Rx Drugs certifie
- that the product being returned is the same exact product purchased from HSI.

  5) Honry Schein will not issue credit for any returned Rx Drugs which have been tampered with, are out of date or where the labeling has been altered in any way.

#### CHOOSE YOUR PAYMENT METHOD

2% Cash Back or Maximum Rewards on all purchases with the Henry Schein Credit Card. To apply now, call: 1,866.398.9296 or online www.henryschein.com/creditcard Reduce the cost and administration of paying Henry Schein-Pay electronically (ACH Debit) or set up AutoPay. Please call Customer Service for details.

For your convenience, we provide several payment alternatives. Orders billed to your account may be paid by ACH Debit, Check by Phone, or Check. If you prefer, you may useyour Henry Schein Credit Card, American Express, Visa, MasterCard or Discover Card when placing your order. All sales are subject to our normal terms and conditions. All sales are subject to credit approval. Invoices are payable within agreed terms of sale.

Open Accounts Receivable:

All unpaid accounts receivable past due are subject to a 1.5% finance charge.

To arrange for a product return, simply call Customer Service as noted below:

#### Henry Schein Medical

Place an Order. Fax an Order: Internet:

E-Mail:

Customer Service: 1.800.472.4346 8am-9pm, et. 1.809.772.4346 8am-9pm, et. 1.800,329,9109 24 Hours. www.henryschoin.com/medical custserv@henryschein.com

#### 340B Program

Customer Service: Place an Order: Fax an Order: E-Commerce Support:

Internet:

E-Mail:

1,877.344.3402 8;30am-5;30pm, et. 1.877.344.3402 8:30am-5:30pm, et. 1.888.885.2253 24 Hours.

1.800.711.6032 8am-8pm, et. www.henryschein.com/340B customer.support@henryschein.com

#### Henry Schein Medical/EMS

Place an Order: Fax an Order: Internet: E-Mail:

Customer Service: 1.800.845.3550 8:30am-5:30pm, et. 1.800.845.3550 8:30am-5:30pm, et. 1.800.533.4793 24 Hours. www.henryschein.com/ems scott.bruner@henryschein.com

# SCHEDULE "F" CITY OF SUNRISE

# PROOF OF INSURANCE & REQUIRED LICENSES

#### ATTENTION BIDDER:

ATTACH TO SCHEDULE "F" PROOF OF INSURANCE AS SPECIFIED HEREIN, AND COPIES OF LICENSES, IF REQUIRED.

NOTE: Only the successful Bidder shall be required to provide a Certificate of Insurance naming the City of Sunrise as additional insured.

21

#### BID NUMBER: 17-46-09-HR

# SCHEDULE "G" CITY OF SUNRISE

# STATEMENT OF NO BID

NOTE: If you do not intend to bid on this solicitation, please return this form immediately. Failure to return this form may result in your name being removed from the list of qualified Bidders for the City of Sunrise. Please indicate bid name and number on the outside of the envelope. Thank you.

MAIL TO:

CITY OF SUNRISE

10770 W. OAKLAND PARK BLVD.

SUNRISE, FL 33351

ATTN: CITY CLERK'S OFFICE

We, the undersigned have declined to bid for the following reason:
Specification too "tight," i.e., geared toward one brand or manufacturer only (explain below).
Insufficient time to respond to the Invitation for Bid.
We do not offer this product or an equivalent.
Our product schedule would not permit us to perform.
Unable to meet specifications.
Unable to meet Bond requirements.
Specification unclear (explain below).
Other (specify below).
REMARKS:
COMPANY NAME:
SIGNATURE: / V ADDRESS:
CITY:STATE:ZIP:
TELEPHONE NUMBER:
FAX NUMBER:
E MAII

# ATTACHMENT "A"

Description	
Pelican "Heads Up" flashlight with fabric band	
UVEX flashback safety glasses, black frame, gray jens	******
UVEX bandit safety glasses, black frame, espresso lens, UVEX S1603	
UVEX genesis safety glasses, black frame, clear xir, UVEX S3200X	
UVEX Ballesis salety Biosses, Distry It affile, Creat XII, UVEX 23200X	
Attidude safety glasses, black frame, mirror lens	-
ZTEK safety glasses, Indoor/ outdoor lens	
ZYEK safety glasses, blue mirrored lens	
ZTEK safety glasses, tinled	
ZTEK safety glasses, gray	
ZIEN Salety glasses, gray	
Venture II safely glasses, Indoor/outdoor, slate blue frame, blue mirror lens	
Venture II safety glasses, indoor/outdoor, black frame, mirror lens	
Zone II safety glasses, soft blue frame, gray lens	
Rendvous safety glasses, black frame, silver mirror	·
Fog free gogles, Indirect vent, clear iens	***
Clear gogles for over the glasses, fog free	
CIBBL Codices for Apparent the Apparent for 1500	·====
GT2000 safety glasses, black frame, gray lens	
Fastrac safely glasses, gray	
16" PVC steel toe boots, various sizes	
6" PVC steel toe waterproof boot, various sizes	
36" steel toe hip waders	******
Latex disposable gloves, powdered 100/box, various sizes	
Latex disposable gloves, powder free 100/box, various sizes	<del></del> -
Bear kat cut resistant glove, latex coated, various sizes	
18" natural black rubber gloves	
24" natural black rubber gloves	***
Leather gloves, unlined, jarge	*****
Leather work gloves, starched culf, XXI.	
Triple palm leather gloves	
Premium grade leather gloves, 2.5" cuff, large	
Premium grade leather gloves, 4.5 <sup>st</sup> gauntiet duck cuff	
13" green nilrile gloves	
17" PVC/nltrlie chemical resistant gloves	
"Mustang" split leather welding gloves 12/box	٠.,
Pureli hand sanilizer, w/aloe, 4,25oz bottle, 24/case	
Hinged action knee pads, flat surface	
Raincoat, 49" w/detachable hood, various sizes	
3pc rainsult, jacket, pants, hood, large	
3pc rainsuit, jacket, pants, hood, XXIarge	
Tychem protective suits, sealed seams, 6/case, various sizes	•
Tychem protective hood with collar, 6/case, one size fits all	
Light many westshet adjustment along three child	
Head gear wiratchet adjustment, clear face shield	
Omega II hard hat, with ratchet, white	
Headgear wiratchel adjustment, faceshield ,clear	
Full brim hard hat, 6pt suspension, ratchet adj, white	
Howard Leight Thunder ear muff, 29NRR	
Flents stealth ear muff NRR25	
ALLEY TOTAL TO THE PROPERTY OF	
3M fit test kil	
3 M 5000 series maintenance free 1/2 mask respirator w/ acid gas cartridge and N95 filter	<b>'S</b>
3 M N95 pre-fillers, 10/box	
3 M or-vapor/ acid-gas cartridges, 2/pk	
Pro- tech 1/2 mask respirator, organic vapor cartridge/pre-filter, large	
Pro-tech multi purpose cartridges, 6/box	
Pro-tech pre-fillers, N95, 10/box	
Type your question here, and then click Search.	
Rope for life ring, 100'	
Life ring, orange, 30"	
Sign "CAUTION TRIPPING HAZARD" with symbol	
Sign_caution "TRIPPING HAZARD" with symbol, 14" x 20" VPO	<b></b>
Sign "FIRE EXTINGUISHER" w/ location arrow, 10"x14", aluminum	
Sign 4"x20" fire extinguisher VPO	
Olgh 4 XZU III 8 BXIIngulanar VPU	

Description	٦
Phototuminesence exit sign, rigid plastic, red letters	٦
Fyawa sh Inspection tag, 25/pk	٦
Fluorescent orange flagging tape, 300yds/roll	
law voltage protective gloves, various sizes, meets ASTM 0120-87, 11", various sizes	٦
Hinh voltage protective gloves, various sizes, meets ASTM D120-87, 14", various sizes	7
Traffic vest, high visability, orange w/yellow stripe	7
Safety triangle kit	1
Highway flags, safety	7
l ockout tag out station, 10 lock, equiped	7
Lockout safety kit, Prinzing LKX	7
Padlock, aluminum, green	***
Padjock, aluminum, yellow	7
Padlock, solid brass	7
Flectrical tockout safety kit, Brady 65289	1
Flectrical lockout starter kit, Brady 65777	T
Weiding Helmet, shade 10 filter plate, Sellstrom 24401-10WW, or Morsafe XP592	7
Welding Goggles, Sellstrom 85550	
Replacement shades, Sellstrom 16605	1
Soill kit, 3M, chemical, C-SKFL31	$\Box$
Splii kit. 3M, petroleum, P-SKFL31	
Chemical splil response pack, 3M, SRP-Chem	$\Box$
Petroleum spill response pack, 3M SRP-Petro	
Spill control pallets, 4 drum, Eagle 1645	
Rol-up/ rigid trl-pod stand w/tubular legs	
Highway signs, various, 36" x 36", person working symbol	
Highway signs, various, 36" x 36", road work ahead legend	
Highway signs, various, 48" x 48", person working symbol	
Highway signs, various, 48" x 48", road work ahead legend	
Switchboard malting, 3'x75'/roll, Notrax, 830C0036-75	
Protective footwear, 4", slip -on, meets ANSI Z41 PT91EH, various sizes	
Protective footwear, 18", brogue overshoe, meets ANSI 241 PT91EH, various sizes	_]]
Safety signs, various, 10" x 14"	[:
Welding Jacket, leather, 30°, Condor or equal, various sizes	!
Welding apron, leather, Condor or equal, various sizes	!
36" safety cone, 12 lbs. 6'x4" reflective collars, imprinted, FL. DOT approved	
24"x8" type 2 wood/steel barricade with engineer grade sheeting, FL. DOT Approved	
Barricade light w/photo cell, FL. DOT approved	_
Back support, Valeo or equal, various sizes	_
	4
	- 1

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east.

BID NUMBER: 17-46-09-HR

# **SECTION 5 - BID SUBMISSION CHECK LIST**

Phone: 800-3310 68100 Fax: 888-200-7233

# BEFORE SUBMITTING YOUR BID, MAKE SURE YOU...

1.	Carefully read the SPECIFICATIONS.
	Properly fill out the BID SHEET and CERTIFICATION PAGE (Schedule "A").
3.	Fill out and sign the NON-COLLUSION AFFIDAVIT (Schedule "B") and have it properly notarized.
4.	Sign the VENDOR DRUG FREE STATEMENT (Schedule "C").
5.	Fill out the VENDOR QUALIFICATION STATEMENT (Schedule "D"), if required.
6.	Include WARRANTY INFORMATION FORM AND EXHIBITS (Schedule "E"), if required.
7.	CHECK THE INSURANCE and LICENSE requirements to be sure you comply, and submit PROOF of INSURANCES or LICENSES, if required, with your Bid (Schedule "F").
8.	Complete STATEMENT OF NO BID (Schedule "G"), if applicable.
9.	Clearly mark the BID NUMBER AND BID NAME on the outside of your envelope.
10.	Submit one (1) original (marked "Original") and two (2) photocopies (all collated and marked "Copy") of bid; Two (2) electronic true and exact copies of the bid on CD, flash drive or DVD in .pdf format.
11.	Include a Bid Bond, if applicable.
12.	Make sure your BID is submitted prior to the deadline. Late Bids will not be accepted.

FAILURE TO PROVIDE THE REQUESTED SCHEDULES MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE.

THIS PAGE AND THE FOLLOWING PAGES ARE TO BE RETURNED WITH YOUR BID.

THIS SHOULD BE THE FIRST PAGE OF YOUR BID.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/11/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

AND THE PARTY OF T					1-229-8021	CONTAC NAME:	Tanmy	Marshall	1.000				
M. E. Wilson Co., Inc.							PHONE (A/G, No. Ext): 813-984-3601 (A/G, No): 813-229-2795						
		Platt St.						E-MAIL ADDRES	tmarch	all@mewil			
Ste 200 Tampa, FL 33606							INSURERISI AFFORDING COVERAGE					NAIC #	
		toch, CIC						INSURER	A: Deposit	ors Insur	ance Company		
INSU	163707-2							INSURES	a Allied	Insurance	Company of America		
Sat	ety	Products,	inc.					INSURER C: MENIC IND CO					11030
351	7 0	raftuman Bly	rd.					INSURER D :					
		nd , FL 338	22					INSURER E					
are n		10 , 21 330	-					INSURER	E				
CO	VER	AGES		CER	TIFIC	ATE	NUMBER: 50569530				REVISION NUMBER:		
IN CO EL	IDICA ERTI	TED. NOTWIT	HSTA E ISS	NDING ANY RE UED OR MAY	PERTA POLIC	IN.	TANCE LISTED BELOW HA NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF ANY DED BY T E BEEN R	CONTRACT HE POLICIES EDUCED BY F	OR OTHER DESCRIBED PAID CLAIMS	SOCUMENT WITH RESPE	OT TO	WHICH THIS
LTR		TYPE OF	NSURA	NCE	ADDL S		POLICY NUMBER		POLICY EFF	POLICY EXP (MM/DD/YYYY)	LIMIT	5	
A	GEN	ERAL LIABILITY			MINIS ALTER.	GLD03007957124		10/19/16		EACH OCCURRENCE \$1,000,		00,000	
	X COMMERCIAL GENERAL LIABILITY							1	111111111111111111111111111111111111111		DAMAGE TO RENTED PREMISES (Ex occurrence)	\$ 100,000	
		CLAIMS-MADE X OCCUR									MED EXP (Any one person)		
			Total	and of the same							PÉRSONAL & ADVINJURY	1,000.000	
											GENERAL AGGREGATE	12,000,000	
	GEN	GENT ACCREGATE LIMIT APPLIES PER									PRODUCTS - DOMPLOP AGG		00,000
В	AUTOMOBILE LIABILITY					BAPC3007957124			10/19/16	10/01/17	COMBRIED SHIGLE LIMIT (Ea accident) BOOKY MAJURY (Per person)	\$1,000,000	
	^	ALL GANED SOHEDULED									BODILY WALRY (Per excident)		
	AUTOS AUTOS			1 1					PROPERTY DAMAGE	S S			
		HIRED AUTOS AUTOS								(Per modident)	1		
В	~	Any Auto hired and					ACPCAP3007957124		10/10/16	10/01/17		17.	
	X UMSRELLA LIAB X OCCUR					ACPUAP300/95/124	10/19/10	EACH OCCURRENCE	\$ 2,000,000				
	-	EXCESS LIAB CLAIMS-MADE									AGGREGATE	\$ 2,000,000	
-	We	DED RETENTION \$ 10,000 WORKERS COMPENSATION				-				******	X MCSTATUL QTH	4	
C	ANI	EMPLOYERS LIA	BILITY			3102803679			10/01/16	10/01/17	TORY SIMILA		
	OFFICER-MEMBER EXCLUDED?				NIX					E.L. EACH ACCIDENT	\$ 500,000		
	(Ma	ndatory in NH)			200					EL DISEASE - EA EMPLOYEE \$ 500,000			
-	DE	es, describe under SCRIPTION OF DRI	FRATIC	INS palow						EL DISEASE - POLICY LIMIT   \$ 500,000		7,000	
Th	в се	rtificate h	olde	r is includ	ied as		ACORD 101, Additional Remark a additional insure				liability and auto	liabi	lity as
re	guir	ed by direc	t wi	itten conti	act.		APP	DO	/ED	LYNE	-		
							5.7500	2000	Charles and the same of the sa	at 8:21 a	m, Aug 11, 2017		
CE	RTIE	FICATE HOLD	ER					CANC	ELLATION				
Canaveral Port Authority					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.								
445 Challenger Rd Ste 301 Cape Canaversi, FL 32920						AUTHORIZED REPRESENTATIVE							
						Ü	'SA	_	840	88.2840 AC	ORD CORPORATION	Alleie	hte ro

ACORD 25 (2010/05) tmarehall 50569530 The ACORD name and logo are registered marks of ACORD

# Certificate of Registration

DR-11 R. 10/13

#### Issued Pursuant to Chapter 212, Florida Statutes

63-8012105139-5 06/16/83

Certificate Number Registration Effective Date

This certifies that

SAFETY PRODUCTS INC 3517 CRAFTSMAND RD EATON PARK FL 33840-9999

has met the sales and use tax registration requirements for the business location stated above and is authorized to collect and remit tax as required by Florida law. This certificate is non-transferable.

POST THIS CERTIFICATE IN A CONSPICUOUS PLACE

#### BID NUMBER: 17-46-09-HR

# SECTION 6 - BID SUBMISSION PACKAGE

# SCHEDULE "A" CITY OF SUNRISE BID SHEET & CERTIFICATION

# ALL BIDS SHALL REMAIN VALID FOR NINETY (90) DAYS AFTER BID OPENING

# SAFETY PRODUCTS AND EQUIPMENT

CATALOG NAME/ MANUFACTURER	CATALOG NUMBER	EXPIRATION DATE OF CATALOG	PERCENTAGE DISCOUNT						
Safety Equipment	2017/2018	12/31/2018	20%						
Safety Equipment Traffic Control	2017/2018	12/31/2018	15%						
Essentials		12 31 2018	20%						
BECILO Master Catalog	BECIL	12/31/298	20 %.						
		-							
Online Catalog	-	_	20 %						
All deliveries will be made by Comm	on Carrier ONLY.	YesNo_							
Delivery will be made within calendar days after receipt of purchase order. (To Be Complete ONLY if Bidder is unable to comply with specified delivery requirements indicated within the bid document									
If applicable, would you extend the prices bid herein to other municipalities? Award of bid is not contingent upon concurrence with this offer to other municipalities. Yes: No:									
ADDENDUM RECEIPT  Bidder shall acknowledge below the redate of issuance.			g the Addenda No. and						
ADDENDUM NO:/DATE_	ADDEN	DUM NO:/DA	TE						
Safety Products, J	nc -	Name of Authorized P	Person						

BID TITLE: Safety Supplies and Equipment

### SCHEDULE "A" (Continued)

I, the undersigned hereby agree to furnish the items and / or services described in this Invitation for Bid. I certify that I have read the entire document, including the Specifications, Requirements, Terms & Conditions and Schedules, and agree to furnish the items and services under the requirements of the Bid.

I also certify that this Bid is submitted without prior understanding, agreement, or connection with any corporation, firm or person submitting a Request for Submittal for the same materials, services, and supplies and is in all respects fair and without collusion or fraud.

The Respondent certifies by his/her signature that the person signing this Certification is authorized to bind the firm by their signature.

Company Name: Safety Products, Inc	
Address 3517 Craffsman Blud	
City Calculand State F1 zip 33803	
Phone# 800 336 6860 Fax# 888 700-7033 E-Mail Kcornelius Espisafety.	Car
Signature: Maren Coului Title Gov. Bid Coor.	
Printed Name: Karen Cornelius	
FEID or Social Sequeity No. SC 2383850	

### SOCIAL SECURITY NUMBER COLLECTION DISCLOSURE STATEMENT

Please be advised that pursuant to Section 119.071(5) (a) 2.a., Florida Statutes, the City of Sunrise ("City") discloses that the City requests your social security number for the purpose of payroll eligibility verification, processing employment benefits, income reporting, tax reporting, background checks on employee applicants, advisory board applicants and other City program volunteers. Social security numbers are also used as a unique numeric identifier and may be used for search purposes.

STATE OF Florida

### SCHEDULE "B" CITY OF SUNRISE

### **NON-COLLUSION AFFIDAVIT**

This affidavit is to be filled in, executed and notarized by the Bidder. If the bid is made by a Corporation, then it should be executed by its Chief Officer. This document <u>MUST</u> be submitted with the bid.

COL	JNTY OF	POIK	)				
(Typ	Saren e or print n	Col Delius name of person who is	5 s signing be	, being fi	rst duly sworn,	deposes and	says that
1.	He/she is the of the Bidde	e Legresentat	ne attached B		Partner, Officer,	Representativ	ve or Agent)
2.		ally informed with respecting		paration and o	contents of the a	ttached Bid an	nd of all
3.	making a Bi collusion or	made without any co id for the said commod fraud. No head of an indirectly interested the below.	dities/service y department	s. Said Bid is t, any employ	on our part in all ee or any office	ll respects fair er of the City	and without of Sunrise is
Nam	e:N	40	R	elationship: _	NA		
Nam	e:	NIA	Re	elationship:	NIA	2	
Com	pany Name:	Safety	Produ	cts, I	in C		
Bidd	ers' Authoria	zed Signature:	aren (	Jan (	u		
M Motor	Public Dano	work to before me this	0	day of <u>G</u>	SHANNA D BRUN		
		n or Produced I.D. r of I.D. Produced:	<u></u>		Notary Public – State of Commission # GG 12 My Comm. Expires Sep Borded through National No	f Florida 28307 5 6, 2021	

### SCHEDULE "C" CITY OF SUNRISE

### BIDDER'S DRUG - FREE WORKPLACE CERTIFICATION

Preference may be given to Vendors submitting a certification with their bid/Bid certifying they have a drugfree workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL SUBMISSIONS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids, Bids or replies which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or Contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied Vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Give each employee engaged in providing the commodities or Contractual services that are under bid a copy of the statement specified in subsection (1).
- In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- Make a good faith effort to continue to maintain a drug-free workplace through implementation of this 6. section. As the person authorized to sign the statement, I certify that this Vendor complies fully with the above requirements.

I hereby certify that the company submitting this Bid has established a Drug Free work place program in accordance with State Statute 287.087

Vendor's SIGNATURE

Safety Products Inc

COMPANY'S NAME

## SCHEDULE "D" CITY OF SUNRISE BIDDER'S QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

Company Name: Safety Products Inc
Address: 351) Craftsman Blud lakeland F1 33803 Street City State Zip Code.
Telephone: (Sw) 336-6860 Fax: (888) 70-7233 E-Mail: Krornelius Cspisatety. (Web Site: www.spisatety.com
How many years has your organization been in business under its present name? _SOYrs
If Bidder is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute:
Under what former names has your business operated? :
At what address was that business located? \(\bigcup \overline{\beta} \overline{\Beta}
Are You Certified? Yes No If Yes, ATTACH COPY OF LICENSE Are You Licensed? Yes No If Yes, ATTACH COPY OF LICENSE
Has your company or its senior officers ever declared bankruptcy?  Yes No If yes, explain:
Are you a sales representative, distributor, broker, manufacturer of the commodities/services bid upon? yes
Have you ever received a Contract or a Purchase Order from the City of Sunrise or other government entity? Yes No If Yes, explain (date, service/project, bid title, etc.) we hold numerous City - Counties and State Contracts for many many years
Have you ever received a complaint on a Contract or bid awarded to you by any government entity?  Yes if yes, explain:
Have you ever been debarred or suspended from doing business with any government entity?  Yes No If Yes, explain
Please identify each incident within the last five (5) years where a civil, criminal, administrative, other similar proceeding was filed or is pending; if such proceeding arises from or is a dispute concerning the Consultant's rights, remedies or duties under a Contract for the same or similar type services to be provided under this Bid:
(Attach additional sheets as necessary)

### SCHEDULE "D"

(Continued)

### **REFERENCES:**

List all pertinent government agencies and private firm(s) with whom you have done business within the past three (3) years:

	Λ ,,
Agency/Firm Name: MOSQIC	Agency/Firm Name: City of Orlando
Address: DO BOX 2005	Address: 406 South Brance Ave
	Orlando +1 32862
City/State/Zip Code: Mulberry F1 33860	City/State/Zip Code:
Phone: 863-428 - 2500	Phone: 409 - 246 - 229 1
Fax:	Fax: 407-246-2869.
Contact:	Contact: Diage in Wetherington
E-Mail:	E-Mail: Diane-Wednerinston- Net
Agency/Firm Name: Caty of ST Pete	Agency/Firm Name:
Address: 327 17th StyNorth	Address:
City/State/Zip Code: ST lete \$1 33713	City/State/Zip Code:
Phone: 737-892-5397	Phone:
rax:	Fax:
Contact: Down Fisher	Contact:
E-Mail:	E-Mail:
Agency/Firm Name: Manatee County	Agency/Firm Name:
Agency/Firm Name: Manater County	Agency/Firm Name:
Address: 2908 12+ St Court East	Address:
City/State/Zip Code: Braden to F134208	City/State/Zip Code:
Phone:	Phone:
Fax:	Fax:
Contact: Tammy 1-lopper	Fax: Contact:
É-Mail:	E-Mail:
Agency/Firm Name: State of FL DOT	Agency/Firm Name:
Address: LOS Suwannee St	Address:
	×
City/State/Zip Code: Tallahassee F1 329 Phone: 850.410.5693 30399	City/State/Zip Code:
Phone: 850.410.5693 33399	Phone:
Fax:	Fax:
Contact: Gloria Dixon	Contact:
E-Mail: Gloria, dixone dot State Stius	E-Mail:
YOUR COMPANY NAME SOFE LA	Products, Inc
ADDRESS 351) Craftsman	Blud
10 Kaland El 3380	3
ADDRESS 351) Craftsmate Lakeland F1 33805 PHONE: 840-336-6860	FAX: 888-740-7233
EMAIL: Krimplius e sois Fetucom	000 100 1000

### SCHEDULE "E" CITY OF SUNRISE

### WARRANTY INFORMATION FORM

ALL BLANKS SHOULD BE FILLED IN AND SUBMITTED WITH BID MINIMUM WARRANTY SHALL BE AS SPECIFIED HEREIN

MAKE AND MODEL OF	ITEM PROPOSED:
Manfactu	rer Warranties on all items.
	PLY TO ENTIRE PACKAGE OR ONLY TO SPECIFIC PARTS? (State
	LUDE LABOR FOR REPLACEMENT OF DEFECTIVE PARTS?  NO OAAAA
WARRANTY PERIOD F	OR PARTS REPLACEMENT
WHO WILL PROVIDE L PERIOD?	ABOR, AND WHERE, IN THE EVENT OF FAILURE WITHIN WARRANTY
	FAX:
NEAREST SOURCE TO PERIOD:	THE CITY OF SUNRISE FOR PARTS AND SERVICE AFTER WARRANTY
TELEPHONE;	FAX:
A COPY OF COMPLETI	E WARRANTY STATEMENT IS SUBMITTED HEREWITH: NO
NAME OF BIDDER:	Safety Products, Inc. Exporen Coului Cov. Bid Coor.
	Control of the Contro
72	336-6860 FAX: 888-7W-7233
DATE: 10 24 .	2017

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### SCHEDULE "F" CITY OF SUNRISE

### PROOF OF INSURANCE & REQUIRED LICENSES

### ATTENTION BIDDER:

ATTACH TO SCHEDULE "F" PROOF OF INSURANCE AS SPECIFIED HEREIN, AND COPIES OF LICENSES, IF REQUIRED.

NOTE: Only the successful Bidder shall be required to provide a Certificate of Insurance naming the City of Sunrise as additional insured.

### SCHEDULE "G" CITY OF SUNRISE

### STATEMENT OF NO BID

NOTE: If you do not intend to bid on this solicitation, please return this form immediately. Failure to return this form may result in your name being removed from the list of qualified Bidders for the City of Sunrise. Please indicate bid name and number on the outside of the envelope. Thank you.

MAIL TO: CITY OF SUNRISE
10770 W. OAKLAND PARK BLVD.
SUNRISE, FL 33351
ATTN: CITY CLERK'S OFFICE

We, the undersigned have decline	ed to bid for the following	reason:	
Specification too "tigh	t," i.e., geared toward one	brand or manufacturer	only (explain below)
Insufficient time to res	spond to the Invitation for	Bid.	
We do not offer this pr	roduct or an equivalent.		
Our product schedule	would not permit us to per	form.	
Unable to meet specific	cations.		
Unable to meet Bond	requirements.		
Specification unclear (	(explain below).		
Other (specify below).			
REMARKS:			
COMPANY NAME:			
COMPANY NAME:SIGNATURE:			
ADDRESS:			
CITY:			
TELEPHONE NUMBER:			32
FAX NUMBER:			
24.5			

### ATTACHMENT "A"

Description	
Pelican "Heads Up" flashlight v	
UVEX flashback safety glasser	s, black frame, gray lens
UVEX bandit safety glasses, b	ack frame, espresso lens, UVEX \$1603
UVEX genesis safety glasses,	black frame, clear xir, UVEX \$3200X
Attidude safety glasses, black	frame, mirror tens
ZTEK safety glasses, indoor/ o	utdoor Tens
ZTEK safety glasses, blue min	ored lens
ZTEK safety glasses, tinted	
ZTEK safety glasses, gray	
Venture II safety glasses, indo	or/outdoor, slate blue frame, blue mirror lens
	or/outdoor, black frame, mirror lens
Zone II safety glasses, soft blu	e frama, oray lens
Rendvous safety glasses, blac	
Fog free gogles, indirect vent,	
Clear gogles for over the glass	
GT2000 safety glasses, black	
Fastrac safety glasses, gray	name, gray lens
16° PVC steel toe boots, vario	is olyne
6° PVC steel toe waterproof by	
	AN, YalkAud Sices
36" steel toe hip waders	tered (00ther periods since
Latex disposable gloves, power	
Latex disposable gloves, power	
Bear kat cut resistant glove, la	
18" natural black rubber glove	
24" natural black rubber glove	\$
Leather gloves, unlined, large	
Leather work gloves, starched	cuff, XXL
Triple paim leather gloves	
Premium grade leather gloves	, 2.5* cuff, large
Premium grade leather gloves	, 4.5" gauntlet duck cuff
13" green nitrile gloves	
17" PVC/nitrile chemical resis	ant gloves
"Mustang" spill leather weldin	
Purell hand sanitizer, w/aloe,	
Hinged action knee pads, flat	
Raincoat, 49" w/detachable hi	
3pc rainsult, jacket, pants, ho	
3pc rainsuit, jacket, pants, ho	
Tychem protective suits, seale	ed seams, 6/case, various sizes
	collar, 6/case , one size fits all
Head gear w/ratchet adjustme	
Omega II hard hat, with ratche	et, white
Headgear wiratchet adjustme	nt, faceshield ,clear
Full brim hard hat, 6pt susper	sion, ratchet adj, white
Howard Leight Thunder ear m	luff, 29NRR
Flents stealth ear muff NRR2	3
3M fit test kit	
A CONTRACT OF THE CONTRACT OF	free 1/2 mask respirator w/ acid gas cartridge and N95 filters
3 M N95 pre-filters, 10/box	nee ne man to present the actor gate contracte to the time.
3 M or-vapori acid-gas cartrid	nes 2/nk
	, organic vapor cartridge/pre-filter, large
Pro-tech multi purpose cartrid	
Pro-tech pre-fillers, N95, 10/1	
Type your question here, and	
Rope for life ring, 100'	Elen Gron Gellen
Life ring, orange, 30"	
Sign "CAUTION TRIPPING	IA7ARD* with symbol
	ZARD" with symbol, 14" x 20" VPO
	'w/ location arrow, 10"x14", aluminum
Sign 4"x20" fire extinguisher	YFO .

Description Photoluminesence exit sign, rigid plastic, red letters Eyewash inspection tag, 25/pk Fluorescent orange flagging tape, 300yds/roll Low voltage protective gloves, various sizes, meets ASTM-D120-87, 11", various sizes High voltage protective gloves, various sizes, meets ASTM D120-87, 14", various sizes Traffic vest, high visability, orange w/yellow stripe Safety triangle kit Highway flags, safety Lockout tag out station, 10 lock, equiped Lockout safety kit, Prinzing LKX Padlock, aluminum, green Padlock, aluminum, yellow Padlock, solid brass Electrical lockout safety kit, Brady 65289 Electrical lockout starter kit, Brady 65777 Welding Helmet, shade 10 filter plate. Sellstrom 24401-10WW, or Morsafe XP592 Welding Goggles, Sellstrom 85550 Replacement shades, Sellstrom 16605 Spill kit, 3M, chemical, C-SKFL31 Spill kit, 3M, petroleum, P-SKFL31 Chemical split response pack, 3M, SRP-Chem Petroleum spill response pack, 3M SRP-Petro Spill control pallets, 4 drum, Eagle 1645 Rol-up/ rigid tri-pod stand witubular legs Highway signs, various, 36" x 36", person working symbol Highway signs, various, 36" x 36", road work ahead legend Highway signs, various, 48" x 48", person working symbol Highway signs, various, 48" x 48", road work ahead legend Switchboard matting, 3'x75'/roll, Notrax, 830C0035-75 Protective footwear, 4", slip -on, meets ANSI Z41 PT91EH, various sizes

Protective footwear, 18", brogue overshoe, meets ANSI Z41 PT91EH, various sizes Safety signs, various, 10" x 14" Welding Jacket, leather, 30°, Condor or equal, various sizes Welding apron, leather, Condor or equal, various sizes 36" safety cone, 12 lbs. 6'x4" reflective collars, imprinted, FL DOT approved 24"x8" type 2 wood/steel barricade with engineer grade sheeting, FL. DOT Approved Barricade light w/photo cell, FL. DOT approved Back support, Valeo or equal, various sizes

### SECTION 5 - BID SUBMISSION CHECK LIST

*		Y NAME: (Please Print): SCHOOL SPECIALTY, INC.
Phone	: 888	-388-3224 Fax: 888-388-6344
		BEFORE SUBMITTING YOUR BID, MAKE SURE YOU
_X	1.	Carefully read the SPECIFICATIONS.
X	2.	Properly fill out the BID SHEET and CERTIFICATION PAGE (Schedule "A").
_X	3.	Fill out and sign the NON-COLLUSION AFFIDAVIT (Schedule "B") and have it properly notarized.
X	4.	Sign the VENDOR DRUG FREE STATEMENT (Schedule "C").
<u> X</u>	5.	Fill out the VENDOR QUALIFICATION STATEMENT (Schedule "D"), if required.
N/A_	6.	Include WARRANTY INFORMATION FORM AND EXHIBITS (Schedule "E"), if required.
X	7.	CHECK THE INSURANCE and LICENSE requirements to be sure you comply, and submit PROOF of INSURANCES or LICENSES, if required, with your Bid (Schedule "F").
N/A	8.	Complete STATEMENT OF NO BID (Schedule "G"), if applicable.
<u>X</u> ** .	9.	Clearly mark the BID NUMBER AND BID NAME on the outside of your envelope.
		"Copy") of bid; Two (2) electronic true and exact copies of the bid on DVD in .pdf format.

ond, if applicable.

\_tan

our BID is submitted prior to the deadline. Late Bids will not be

FAILURE TO PROVIDE THE REQUESTED SCHEDULES MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE.

THIS PAGE AND THE FOLLOWING PAGES ARE TO BE RETURNED WITH YOUR BID.

THIS SHOULD BE THE FIRST PAGE OF YOUR BID.



October 24, 2017

City of Sunrise
Purchasing Division
10770 West Oakland Park Blvd.
Sunrise, FL 33351
Attention: Holly Raphaeleson

Account # 136390

RE: BID# 17-46-09-HR Safety Supplies & Equipment

Terms and conditions:

Discount:

Catalog List Price Less 34% on Supply items in the current School Specialty catalogs listed below\*

Catalog List Price Less 10% on Furniture items in the current School Specialty catalogs listed below\*

21<sup>st</sup> Century Safety & Security Solutions School Specialty Education Essentials Catalog

\*(These catalogs may contain a limited number of items that are listed as "Net Price" and these items are not eligible for any discounts. Also excluded is any catalog that bears notation: no other discounts apply)

Contract Period:

Valid from October 25, 2107 through January 25, 2018. Pricing for <u>contract period effective upon</u> <u>notification of award</u> referencing our Bid #778557950 to bidwestnotices@schoolspecialty.com.

Freight Terms:

All orders ship free of charge.

Sincerely,

Kathy Skibba Bid Operations Coordinator

### SECTION 6 – BID SUBMISSION PACKAGE

BID NUMBER: 17-46-09-HR

## SCHEDULE "A" CITY OF SUNRISE BID SHEET & CERTIFICATION

### ALL BIDS SHALL REMAIN VALID FOR NINETY (90) DAYS AFTER BID OPENING

### SAFETY PRODUCTS AND EQUIPMENT

CATALOG NAME/ MANUFACTURER	CATALOG NUMBER	EXPIRATION  DATE OF  CATALOG	PERCENTAGE DISCOUNT
21st Century Safety & Security Solution	S		·
SSI Guardian	- GU17	12/31/2017	34% / 10%
Education Essentials			
School Specialty	SS17	12/31/2017	34% / 10%
	· · · · · · · · · · · · · · · · · · ·		
	<del></del>		
All deliveries will be made by Commo	on Carrier ONLY.	Yes X No	
Delivery will be made within	calendar days afte h specified delivery i	r receipt of purchase of requirements indicated	order. (To <u>Be Complet</u> within the bid docume
f applicable, would you extend the pricapon concurrence with this offer to other			d of bid is not continge
ADDENDUM RECEIPT  Bidder shall acknowledge below the recelete of issuance.	eipt of any and all a	ddenda, if any, by listin	g the Addenda No. an
ADDENDUM NO:/DATE	ADDEN	DUM NO:/DA	TE
SCHOOL SPECIALTY, INC.		Amy M. Fuss, Assistar	nt Secretary
Vendor Name		Name of Authorized F	

## SCHEDULE "A" (Continued)

BID NUMBER: 17-46-09-HR

I, the undersigned hereby agree to furnish the items and / or services described in this Invitation for Bid. I certify that I have read the entire document, including the Specifications, Requirements, Terms & Conditions and Schedules, and agree to furnish the items and services under the requirements of the Bid.

I also certify that this Bid is submitted without prior understanding, agreement, or connection with any corporation, firm or person submitting a Request for Submittal for the same materials, services, and supplies and is in all respects fair and without collusion or fraud.

The Respondent certifies by his/her signature that the person signing this Certification is authorized to bind the firm by their signature.

Company Name: SCHOOL SI	PECIALTY, INC.					<del></del>
Address W6316 Design Drive						_
City Greenville		_State	WI	Zip _	54942	
Phone#888-388-3224	Fax# <u>888-388-63</u>	344	E-	-Mailbidwe:	stnotices@s	choolspecialty.com
Signature: <u>Amy</u>	Fuss	Title	e <u>Assist</u>	ant Secretar	<u>у</u>	
Printed Name: Amy M. Fuss				_		
FEID or Social Security No. 3	39-0971239					

### SOCIAL SECURITY NUMBER COLLECTION DISCLOSURE STATEMENT

Please be advised that pursuant to Section 119.071(5) (a) 2.a., Florida Statutes, the City of Sunrise ("City") discloses that the City requests your social security number for the purpose of payroll eligibility verification, processing employment benefits, income reporting, tax reporting, background checks on employee applicants, advisory board applicants and other City program volunteers. Social security numbers are also used as a unique numeric identifier and may be used for search purposes.

### SCHEDULE "B" CITY OF SUNRISE

### **NON-COLLUSION AFFIDAVIT**

This affidavit is to be filled in, executed and notarized by the Bidder. If the bid is made by a Corporation, then it should be executed by its Chief Officer. This document <u>MUST</u> be submitted with the bid.

STA	ATE OF	Wisconsin	) ) SS			
CO	UNTY OF	Outagamie	)			
	Amy M. F	uss		_, being first	duly sworn, deposes and	l says that
$(Ty_I$	pe or print no	ame of person who	is signing belo	ow)		
1.		e Assistant Secre r that has submitted			tner, Officer, Representati	ve or Agent)
2.		ly informed with rescumstances respecting		aration and con	ntents of the attached Bid a	nd of all
3.	making a Bio collusion or	d for the said comm fraud. No head of a ndirectly interested	odities/services. my department,	Said Bid is on any employee	t in the profits with any of our part in all respects fair or any officer of the City aployed by the City, indica	r and without of Sunrise is
Nan	ne:		Rela	ationship:		<u>.                                      </u>
Nan	ne:		Rela	ationship:		
Con	npany Name:	SCHOOL SPEC	CIALTY, INC.			<u>_</u>
Bid	ders' Authoriz	zed Signature:	amy	Huss_		
Sub	scribed and sv	vorn to before me th	is <u>24th</u> da	y of <u>October</u>	, 20 <u>17</u>	
	May Qa ary Public	Lherse	<u> </u>			
P	nosela	amp name of Notary	Public)		ANGELA L IVERSON	
		X_or Produced I.l of I.D. Produced:	D		Notary Public State of Wisconsin	

### SCHEDULE "C" CITY OF SUNRISE

### **BIDDER'S DRUG - FREE WORKPLACE CERTIFICATION**

Preference may be given to Vendors submitting a certification with their bid/Bid certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

<u>IDENTICAL SUBMISSIONS</u> - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids, Bids or replies which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or Contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied Vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Give each employee engaged in providing the commodities or Contractual services that are under bid a copy of the statement specified in subsection (1).
- 4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this Vendor complies fully with the above requirements.

I hereby certify that the company submitting this Bid has established a Drug Free work place program in accordance with State Statute 287.087

amy Fress	
veňdor'\$'signature	
SCHOOL SPECIALTY, INC.	
COMPANY'S NAME	

# SCHEDULE "D" CITY OF SUNRISE BIDDER'S QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

Company Name: SCHOOL SPECIALTY, INC.
Address: W6316 Design Drive Greenville WI 54942  Street City State Zip Code Telephone: (888) 388-3224 Fax: (888) 388-6344 E-Mail: bidwestnotices@schoolspecialty.com Web Site: www.schoolspecialty.com
How many years has your organization been in business under its present name? Yrs
If Bidder is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute:
Under what former names has your business operated? : N/A
At what address was that business located? N/A
Are You Certified? Yes No If Yes, ATTACH COPY OF LICENSE Are You Licensed? Yes No If Yes, ATTACH COPY OF LICENSE
Has your company or its senior officers ever declared bankruptcy?  Yes X No If yes, explain: See attached document.
Are you a sales representative, distributor,Xbroker, manufacturer of the commodities/services bid upon?
Have you ever received a Contract or a Purchase Order from the City of Sunrise or other government entity? Yes NoX If Yes, explain (date, service/project, bid title, etc.)
Have you ever received a complaint on a Contract or bid awarded to you by any government entity?  Yes NoX if yes, explain:
Have you ever been debarred or suspended from doing business with any government entity?  Yes NoXIf Yes, explain
Please identify each incident within the last five (5) years where a civil, criminal, administrative, other similar proceeding was filed or is pending; if such proceeding arises from or is a dispute concerning the Consultant's rights, remedies or duties under a Contract for the same or similar type services to be provided under this Bid:
(Attach additional sheets as necessary)



On January 28, 2013 (the "Petition Date"), School Specialty, Inc. (and its subsidiaries) ("Debtors") filed a voluntary petitions under chapter 11 (the "Chapter 11 Cases") of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Court");

On April 23, 2013, the Debtors filed the Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code [Docket No. 862] (the "Initial Plan") and the Disclosure Statement for the Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code [Docket No. 864] (the "Disclosure Statement"). Conditional approval of the Disclosure Statement was granted by the Court on April 24, 2013 [Docket No. 902]. Following the filing of the Initial Plan, the Debtor filed the Debtors' Second Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code [Docket No. 1158] (the "Plan"). A corrected order approving the Disclosure Statement on a final basis and confirming the Plan was entered on June 3, 2013 [Docket No. 1186] (the "Confirmation Order"). The Plan became effective on June 11, 2013 [Docket No. 1258] (the "Effective Date"). School Specialty (and its subsidiaries) emerged from Chapter 11 protection on June 11, 2013. The Chapter 11 Cases administratively closed effective on Sept 15, 2015.

### SCHEDULE "D"

(Continued)

### **REFERENCES:**

List all pertinent government agencies and private firm(s) with whom you have done business within the past three (3) years:

Agency/Firm Name: School Board Broward Cty	Agency/Firm Name: Collier County School District								
Address: 600 SE 3rd Avenue	Address: 5775 Osceola Trail								
	City (C. 1911 C. 1911 Alaska Fl								
City/State/Zip Code: Ft. Lauderdale, FL	City/State/Zip Code: Naples, FL								
Phone: 754-321-0505	Phone: 239-377-0047								
Fax: <u>754-321-0938</u>	Fax: 239-377-0074								
Contact: Karlene Grant	Contact: <u>David Nara</u> E-Mail: narada@collierschools.com								
E-Mail:	E-Mail: narada@collierschools.com								
Agency/Firm Name: Early Learning Coalition	Agency/Firm Name:								
Address: 2555 Ponce de Leon Blvd.	Address:								
Suite 500									
City/State/Zip Code: Coral Gables FI	City/State/Zip Code:								
Phone: 305-646-7220	Phone:								
Fax: 305-646-7222	Fax:								
Contact: Paul Bender	Contact:								
E-Mail:	E-Mail:								
Agency/Firm Name:	Agency/Firm Name:								
Agency/Firm Name:	Agency/Firm Name:								
Address:	Address:								
City/State/Zip Code:	City/State/Zip Code:								
Phone:	Phone:								
Phone:Fax:	Phone:								
	Fax:								
Contact:E-Mail:	Contact:E-Mail:								
Agency/Firm Name:									
Address:	Agency/Firm Name:Address:								
City/State/Zip Code:	City/State/Zip Code:								
Phone:	Phone:								
Fax:	Fax:								
Contact:	Contact:								
E-Mail:	E-Mail:								
YOUR COMPANY NAME SCHOOL SPECI	ALTY, INC.								
ADDRESS W6316 Design Drive									
Greenville, WI 54942	1700-00-00-00-00-00-00-00-00-00-00-00-00-								
PHONE: 888-388-3224	FAX: 888-388-6344								
EMAIL: hidwestnotices@schoolspecialty.com									



### SCHEDULE "E" CITY OF SUNRISE

### WARRANTY INFORMATION FORM

ALL BLANKS SHOULD BE FILLED IN AND SUBMITTED WITH BID MINIMUM WARRANTY SHALL BE AS SPECIFIED HEREIN

MAKE AND MODEL OF ITEM PROPOSED:
DOES WARRANTY APPLY TO ENTIRE PACKAGE OR ONLY TO SPECIFIC PARTS? (State Explicitly)
DOES WARRANTY INCLUDE LABOR FOR REPLACEMENT OF DEFECTIVE PARTS?NO
WARRANTY PERIOD FOR PARTS REPLACEMENT
WHO WILL PROVIDE LABOR, AND WHERE, IN THE EVENT OF FAILURE WITHIN WARRANT PERIOD?
TELEPHONE: FAX: FAX:
NEAREST SOURCE TO THE CITY OF SUNRISE FOR PARTS AND SERVICE AFTER WARRANT PERIOD:
TELEPHONE:FAX:EMAIL:
A COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH:NO
NAME OF BIDDER:
SIGNATURE AND TITLE:
TELEPHONE:FAX:
DATE:

### SCHEDULE "F" CITY OF SUNRISE

### PROOF OF INSURANCE & REQUIRED LICENSES

### ATTENTION BIDDER:

ATTACH TO SCHEDULE "F" PROOF OF INSURANCE AS SPECIFIED HEREIN, AND COPIES OF LICENSES, IF REQUIRED.

NOTE: Only the successful Bidder shall be required to provide a Certificate of Insurance naming the City of Sunrise as additional insured.

### SCHEDULE "G" CITY OF SUNRISE

### STATEMENT OF NO BID

NOTE: If you do not intend to bid on this solicitation, please return this form immediately. Failure to return this form may result in your name being removed from the list of qualified Bidders for the City of Sunrise. Please indicate bid name and number on the outside of the envelope. Thank you.

MAIL TO: C

CITY OF SUNRISE

10770 W. OAKLAND PARK BLVD.

SUNRISE, FL 33351

ATTN: CITY CLERK'S OFFICE

We, the undersigned h	ave declined to bid for the follow	ring reason:	
Specificatio	n too "tight," i.e., geared toward	one brand or manufacturer	only (explain below)
Insufficient	time to respond to the Invitation	for Bid.	
We do not do	offer this product or an equivalent		
Our product	schedule would not permit us to	perform.	
Unable to m	eet specifications.		
Unable to m	neet Bond requirements.		
Specificatio	n unclear (explain below).		
Other (spec	fy below).		
REMARKS:			
COMPANY NAME:			
	STATE:		
TELEPHONE NUMB	ER:		<u> </u>
FAX NUMBER:			
E MAIL:			

(Rev. December 2014) Department of the Treasury Internal Revenue Service

### **Request for Taxpayer Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income tax return). Name is required on this line; do	not leave this line blank.							•								
Į	School Specialty, Inc.																
તાં	2 Business name/disregarded entity name, if different from above																
8																	
Print or type See Specific Instructions on page	3 Check appropriate box for federal tax classification; check only one of the following seven boxes:  I individual/sole proprietor or X C Corporation S Corporation Partnership Trust/estate single-member LLC						4 Exemptions (codes apply only to cartain sntities, not individuals; see instructions on page 3):  Exempt payee code (if any) 5										
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P≠partnership) ►							Formula to a FATOA consider										
single-member LLC Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=pertnership)  Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above in the tax classification of the single-member owner.  Other (see instructions)							code (if any)										
E ⊆ Other (see instructions) >							(Applies to accounts maintained outside the U.S.)										
- 2	5 Address (number, street, and apt. or suite no.) Requester's no.							e and address (optional)									
8	W6316 Design Drive																
2	6 City, state, and ZIP code																
8	Greenville, WI 54942																
ł	7 List account number(s) here (optional)	· · · · · · · · · · · · · · · · · · ·															
Par	Taxpayer Identification Number (TIN)		·														
-	our TIN in the appropriate box. The TIN provided must match the nam	e given on line 1 to avoi	d l	Soc	cial s	ecur	ity n	umbe	r								
backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident allen, sole proprietor, or disregarded entity, see the Part i instructions on page 3. For other						_		П	٦		T						
							-		1	-							
entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.						,					4						
Note.	f the account is in more than one name, see the instructions for line 1.	and the chart on page 4	for [	Employer Identification number													
guidelines on whose number to enter.				-			_	۸.	,Τ	, ,	2 3	9					
				3	9	_	0	9		1 2	. 3	9					
Part	II Certification																
	penalties of perjury, I certify that:																
1. The	number shown on this form is my correct taxpayer identification number	ber (or I am waiting for a	dmun	er to	o be	issu	ed t	o me	; an	d							
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and																	
3. 1 an	a U.S. citizen or other U.S. person (defined below); and																
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.																	
	cation instructions. You must cross out item 2 above if you have bee	• -				intly	due	ject t	o ba	ckup	with	holdi	ng				
because you have falled to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement an angement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TiN. See the instructions on page 3.									<b>i</b>								
Sign Here	Signature of U.S. person ► ANUATUS	Date	o <b>&gt;</b> 1	2/3	31/2	201	8		<del>i Ares in i</del>	-	<del>سود</del> جودات ب						
	eral Instructions $ heta$	• Form 1098 (home mort) (tuition)	gage in	leres	st), 1(	98-1	E (stu	dent	oan	ntere	st), 10	298-T					
Section references are to the internal Revenue Code unless otherwise noted. • Form 1099-C (canceled debt)																	
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.pov/fiv9.																	
Purpose of Form  Use Form W-9 only If you are a U.S. person (including a resident alle provide your correct TIN.																	
	Idual or entity (Form W-9 requester) who is required to file an information	If you do not return For to beckup withholding. S										e sub	/ect				
	return with the IRS must obtain your correct taxpayer identification number (TIN) to backup withholding. See What is backup withholding? on page 2. which may be your social security number (SSN), individual taxpayer identification  By signing the filled-out form, you:																
number identific	umber (ITIN), adoption taxpayer identification number (ATIN), or employer entification number (EIN), to report on an information return the amount paid to be issued).  1. Certify that the TIN you are giving is correct (or you are waiting for a number (EIN), to report on an information return. Examples of information						เ ภมฑ	ber									
returns	urns include, but are not limited to, the following:  2. Certify that you are not subject to backup withholding, or																

- . Form 1099-INT (Interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- . Form 1099-B (stock or mutual fund sales and certain other transactions by
- · Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payes, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting? on page 2 for further information.