

BID TITLE: Purchase and Delivery of Safety Products and Equipment

BID NUMBER: 13(32)33-01-09-18-W

INVITATION FOR BID



PURCHASING DIVISION
Mailing Address:
10770 West Oakland Park Blvd.
Sunrise, Florida 33351

Bid Data

Bid Number: 13(32)33-01-09-18-W
Service or Commodity Title: Purchase and Delivery of Safety Products and Equipment
Purchasing Agent: Wendy Lorenzo
Phone: (954) 572- 2485
Fax : (954) 572-2278

Bid Opening

Day/Date: Wednesday, October 2, 2013
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 www.demandstar.com. 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:

In accordance with the Americans with Disabilities Act, any person who believes he or she has a disability requiring the use of a special accommodation at either the scheduled pre-bid conference or bid opening should contact the Purchasing Division (954-572-2274), at least five (5) days prior to the event to advise of his/her special requirements.

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SECTION 1 – SPECIFICATIONS / SCOPE OF WORK

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.

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.

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.

TELEGRAPHIC OR 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 an original – **clearly marked as original** - and two (2) photocopies (all collated) 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 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) 572-2278. All inquiries must be received by the Purchasing Division no later than 12:00 p.m. seven (7) calendar days prior to the Bid opening.

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.

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 to this bid.

3.7 PRICES BID

Not applicable for this bid.

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). All delivery addresses will be located within the City of Sunrise.

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 shall be within the normal working hours of the user, Monday through Friday, excluding City holidays. The City reserves the right to pick up products at a local facility in the case of an immediate need. There will be no minimum order requirements or minimum dollar amount required for delivery.

3.11 SAMPLES

Not applicable to this bid.

3.12 WARRANTIES / GUARANTEES

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

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 one (1) year from time of delivery or manufacturers' suggested warranty.

3.13 ESTIMATED QUANTITIES

Not applicable to this bid.

3.14 BALANCE OF 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 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 INVESTIGATIONS OF CONDITIONS AFFECTING OPERATIONS

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

4.1 INDEMNIFICATION

In consideration of the separate sum of \$10.00 (which \$10.00 is the first \$10.00 of the contract price), the Contractor shall indemnify and save harmless and defend the City, its agents and employees from and against any and all claims, liability, losses, and/or cause of action which may arise from any negligent act or omission of the Contractor, its agents or employees in the performance of services under this contract. The Contractor further agrees to indemnify, save harmless and defend the City, its agents and employees from and against any claim, demand or cause of action whatsoever kind or nature arising out of any conduct or misconduct of the Contractor not included in the paragraph above and for which the City, its agents or employees are alleged to be liable.

4.2 INSURANCE REQUIREMENTS

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 date of award. In addition, contingent upon Budget approval, the City reserves the right to unilaterally renew the contract for two (2) additional one (1) year periods, under the same terms, conditions and specifications, by written notification to the vendor by the Purchasing Director.

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.

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.

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.

4.12 PAYMENT/BILLING INSTRUCTIONS

Payment will be made by the City after the items or services awarded have been delivered, 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 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.

4.16 STORAGE, REMOVAL AND DISPOSAL OF SOLID WASTE / CONSTRUCTION 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 INVESTIGATION OF CONDITIONS AFFECTING OPERATIONS

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.

SECTION 5 - BID SUBMISSION CHECK LIST

COMPANY NAME: (Please Print): _____

Phone: _____

Fax: _____

BEFORE SUBMITTING YOUR BID, MAKE SURE YOU...

- _____ 1. 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.
- _____ 9. Clearly mark the BID NUMBER AND BID NAME on the outside of your envelope.
- _____ 10. Submit ONE (1) ORIGINAL AND TWO (2) PHOTOCOPIES of your bid.
- _____ 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

SAFETY PRODUCTS AND EQUIPMENT

CATALOG NAME/ MANUFACTURER	CATALOG NUMBER	EXPIRATION DATE OF CATALOG	PERCENTAGE DISCOUNT

Delivery will be made within _____ calendar days after receipt of purchase order. *(To Be Completed ONLY if vendor 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: _____

All deliveries will be made by Common Carrier ONLY. Yes _____ No _____

Delivery will be made within _____ calendar days after receipt of purchase order. *(To Be Completed ONLY if Bidder is unable to comply with specified delivery requirements indicated within the bid document.*

**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:

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.
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

VENDOR'S SIGNATURE

COMPANY'S NAME

BID TITLE: Purchase and Delivery of Safety Products and Equipment

BID NUMBER: 13(32)33-01-09-18-W

**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: _____

Address: _____

Telephone: (____) _____ Street _____ City _____ State _____ Zip Code _____
Fax: (____) _____ E-Mail: _____
Web Site: _____

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? : _____

At what address was that business located? _____

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?

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 _____ 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:

Agency/Firm Name: _____
Address: _____

Agency/Firm Name: _____
Address: _____

City/State/Zip Code: _____
Phone: _____
Fax: _____
Contact: _____
E-Mail: _____

City/State/Zip Code: _____
Phone: _____
Fax: _____
Contact: _____
E-Mail: _____

Agency/Firm Name: _____
Address: _____

Agency/Firm Name: _____
Address: _____

City/State/Zip Code: _____
Phone: _____
Fax: _____
Contact: _____
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City/State/Zip Code: _____
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E-Mail: _____

Agency/Firm Name: _____
Address: _____

Agency/Firm Name: _____
Address: _____

City/State/Zip Code: _____
Phone: _____
Fax: _____
Contact: _____
E-Mail: _____

City/State/Zip Code: _____
Phone: _____
Fax: _____
Contact: _____
E-Mail: _____

YOUR COMPANY NAME _____
ADDRESS _____

PHONE: _____ FAX: _____
EMAIL: _____

BID TITLE: Purchase and Delivery of Safety Products and Equipment

BID NUMBER: 13(32)33-01-09-18-W

**SCHEDULE "E"
CITY OF SUNRISE**

WARRANTY INFORMATION FORM / NOT APPLICABLE

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?
_____ YES _____ NO

WARRANTY PERIOD FOR PARTS REPLACEMENT _____

WHO WILL PROVIDE LABOR, AND WHERE, IN THE EVENT OF FAILURE WITHIN WARRANTY PERIOD? _____

TELEPHONE: _____ FAX: _____
EMAIL: _____

NEAREST SOURCE TO THE CITY OF SUNRISE FOR PARTS AND SERVICE AFTER WARRANTY PERIOD:

TELEPHONE: _____ FAX: _____
EMAIL: _____

A COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH:
_____ YES _____ NO

NAME OF BIDDER: _____

SIGNATURE AND TITLE: _____

TELEPHONE: _____ FAX: _____

DATE: _____

BID TITLE: Purchase and Delivery of Safety Products and Equipment

BID NUMBER: 13(32)33-01-09-18-W

**SCHEDULE "F"
CITY OF SUNRISE**

PROOF OF INSURANCE & REQUIRED LICENSES / NOT APPLICABLE

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.

BID TITLE: Purchase and Delivery of Safety Products and Equipment

BID NUMBER: 13(32)33-01-09-18-W

**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: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

E MAIL: _____

ATTACHMENT "A"

Description
Pelican "Heads Up" flashlight with fabric band
UVEX flashback safety glasses, black frame, gray lens
UVEX bandit safety glasses, black frame, espresso lens, UVEX S1603
UVEX genesis safety glasses, black frame, clear xtr, UVEX S3200X
Attitude safety glasses, black frame, mirror lens
ZTEK safety glasses, indoor/ outdoor lens
ZTEK safety glasses, blue mirrored lens
ZTEK safety glasses, tinted
ZTEK safety glasses, gray
Venture II safety 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 goggles, indirect vent, clear lens
Clear goggles for over the glasses, fog free
GT2000 safety glasses, black frame, gray lens
Fastrac safety 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
Bear kat cut resistant glove, latex coated, various sizes
18" natural black rubber gloves
24" natural black rubber gloves
Leather gloves, unlined, large
Leather work gloves, starched cuff, XXL
Triple palm 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 resistant gloves
"Mustang" split leather welding gloves 12/box
Purell hand sanitizer, w/ aloe, 4.25oz bottle, 24/case
Hinged action knee pads, flat surface
Raincoat, 49" w/detachable hood, various sizes
3pc rainsuit, jacket, pants, hood, large
3pc rainsuit, jacket, pants, hood, XXlarge
Tychem protective suits, sealed seams, 6/case, various sizes
Tychem protective hood with collar, 6/case, one size fits all
Head gear w/ratchet adjustment, clear face shield
Omega II hard hat, with ratchet, white
Headgear w/ratchet adjustment, faceshield, clear
Full brim hard hat, 6pt suspension, ratchet adj, white
Howard Leight Thunder ear muff, 29NRR
Fleets stealth ear muff NRR25
3M fit test kit
3 M 5000 series maintenance free 1/2 mask respirator w/ acid gas cartridge and N95 filters
3 M N95 pre-filters, 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-filters, 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
Sign "FIRE EXTINGUISHER" w/ location arrow, 10"x14", aluminum
Sign 4"x20" fire extinguisher VPO

Description
Photoluminescence 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 visibility, orange w/yellow stripe
Safety triangle kit
Highway flags, safety
Lockout tag out station, 10 lock, equipped
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 spill response pack, 3M, SRP-Chem
Petroleum spill response pack, 3M SRP-Petro
Spill control pallets, 4 drum, Eagle 1645
Roll-up/ rigid tri-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 matting, 3'x75'/roll, Notrax, 830C0036-75
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