



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

Bid Opening

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 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:

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.

SECTION 1 – SPECIFICATIONS

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.

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.

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 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.

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

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 QUANTITIES

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

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**

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 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 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.

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.

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

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 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](mailto:CityClerk@sunrisefl.gov)), or mail (City of Sunrise, Office of the City Clerk, 10770 West Oakland Park Boulevard, Sunrise, Florida 33351).

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 (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

SAFETY PRODUCTS AND EQUIPMENT

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

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.)*

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 receipt of any and all addenda, if any, by listing the Addenda No. and date of issuance.

ADDENDUM NO: _____/DATE_____ ADDENDUM NO: _____/DATE_____

Vendor Name

Name of Authorized Person

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: _____

Address _____

City _____ State _____ Zip _____

Phone# _____ Fax# _____ E-Mail _____

Signature: _____ Title _____

Printed Name: _____

FEID or Social Security No. _____

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 MUST be submitted with the bid.

STATE OF _____)
) SS
COUNTY OF _____)

_____, being first duly sworn, deposes and says that
(Type or print name of person who is signing below)

1. He/she is the _____ (Owner, Partner, Officer, Representative or Agent) of the Bidder that has submitted the attached Bid.
2. He/she is fully informed with respect to the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid.
3. Said Bid is made without any connection or common interest in the profits with any other persons making a Bid for the said commodities/services. Said Bid is on our part in all respects fair and without collusion or fraud. No head of any department, any employee or any officer of the City of Sunrise is directly or indirectly interested therein. If any relatives are employed by the City, indicate name and relationship below.

Name: _____ Relationship: _____

Name: _____ Relationship: _____

Company Name: _____

Bidders' Authorized Signature: _____

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public

(Print, Type or Stamp name of Notary Public)

Personally known _____ or Produced I.D. _____

Type and number of I.D. Produced:

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

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: _____

Street City State Zip Code

Telephone:() 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: _____

City/State/Zip Code: _____

Phone: _____

Fax: _____

Contact: _____

E-Mail: _____

Agency/Firm Name: _____

Address: _____

City/State/Zip Code: _____

Phone: _____

Fax: _____

Contact: _____

E-Mail: _____

Agency/Firm Name: _____

Address: _____

City/State/Zip Code: _____

Phone: _____

Fax: _____

Contact: _____

E-Mail: _____

Agency/Firm Name: _____

Address: _____

City/State/Zip Code: _____

Phone: _____

Fax: _____

Contact: _____

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 _____

PHONE: _____ FAX: _____

EMAIL: _____

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?
_____ 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: _____

**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 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: _____