



INVITATION FOR BID

PURCHASING DIVISION

Mailing Address:

**10770 West Oakland Park Blvd.
Sunrise, Florida 33351**

Bid Data

Bid Number: BID 21-36-09-MS
Service or Commodity Title: Safety Supplies and Equipment
Purchasing Agent: Maria Salvatierra, Procurement Specialist
Phone: (954) 572-2484
Fax: (954) 578-4809
Email: msalvatierra@sunrisefl.gov

Deadline for Questions

Day/Date: Monday, October 4, 2021
Time: 12:00 Noon

Bid Opening

Day/Date: Wednesday, October 13, 2021
Time: 2:00 p.m.
Physical Location: City Hall
Procurement Office – Third 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, RLLs 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 citywide on an as needed basis. Purchases shall be made based upon a percentage off discount from a published catalog(s) and/or price list(s) and the awarded vendor(s) shall be responsible for supplying catalogs and/or e-catalog(s) website links to all departments as required.

Vendors must have and provide a catalog/e-catalog which includes wide variety of safety items. The City shall make the sole determination of whether a catalog contains a wide variety of safety items. See Schedule H – Core Items.

Vendor shall indicate on the Bid Sheet all catalog names and numbers that they will be supplying to the City, along with the percentage of discount that will be allowed for each catalog.

The discount percentage that the vendor bids shall remain firm for the term of the contract. Deliveries within the City of Sunrise shall be FOB Destination – no delivery charges shall be allowed.

There will be no minimum order requirements or minimum dollar amount required for delivery.

When accessing e-catalogs, discount amount and/or percentage should be displayed next to list/catalog price once end user has logged in.

If or when a new catalog is published, vendor shall notify the City and provide copies of current catalogs and/or website links, free of charge, to all using departments within the City at least 20 days prior to the effective date. A list of end users requiring catalogs/links will be provided with the Notification of Award.

This bid 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 three months from date of issuance.

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

Vendor(s) shall provide a website link of their catalogs in Schedule A.

Alternate products/substitutes are allowed over the award period if products change in the published catalog. The percentage discount must remain the same as at least the percentage amount originally bid.

Core items are high use items most commonly used currently in the City of Sunrise. See Schedule H. Schedule H does not represent City of Sunrise annual usage.

Any information provided to the City shall not have the word 'confidential' listed anywhere in the documents, in accordance with Section 3.20 of this bid.

SECTION 2 - ATTACHMENTS

- ATTACHMENT "A" is a list of sample safety products and equipment that have been purchased in the past by the City of Sunrise and is to be used for informational purposes. This list is a sampling only and not inclusive of all items that may be purchased under this contract. Attachment A and Schedule H do not represent City of Sunrise annual usage.

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 needed. After receipt of an offer and acceptance by the City Commission, commodities or services will be provided as indicated below:

- A fixed purchase order for delivery of a commodity or service to a specified place at one time.
- A fixed purchase order for delivery or performance of a service on a scheduled basis.
- 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.

(Note: Throughout this Invitation to Bid, all items preceded by a box (□) are only applicable if the box is marked with an X.)

3.1 HOW TO SUBMIT A BID

Contractor's solicitation response must be submitted electronically through Demandstar, the City's designated electronic bidding system. It is solely the Contractors' responsibility to assure its response is submitted and received in Demandstar by the date and time specified in the solicitation. The City will not consider responses received by any other means. The official time for electronic submittals is the Demandstar server. All parties will, without reservation accept the official time. Any bid may be rejected for noncompliance to requirements after a full review by the Purchasing Office. 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 Manager/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

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. 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.
- Attendance at the Pre-Bid Conference is mandatory. This information session presents an opportunity for the Bidders to clarify any concerns regarding bid requirements. The time and place is given on Page 1 of the Invitation for Bid.
- Attendance at Pre-Bid Conference is optional. This information session presents an opportunity for the Bidders to clarify any concerns regarding bid requirements. The time and place is given on Page 1 of the Invitation for 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 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.
- Completion time for all services rendered shall be no later than_____.
- Response time shall be _____calendar days or hours from time of request after receipt of purchase order. If specified response time cannot be met, show number of days required to respond after receipt of Purchase Order or release order in space provided on the Bid Sheet. Response time may become a basis for making an award. Response shall be within the normal working hours of the user, Monday through Friday, excluding City holidays.

The delivery of the goods and /or services within the time specified is of the essence in this procurement. The City shall have the right to cancel any or all items(s) without obligation if delivery is not made on or before the time(s) specified. In the event Vendor fails to make timely shipment, City shall have the right to purchase elsewhere and unless they delay was caused by unforeseen circumstances beyond Vendor's control, Vendor shall reimburse City for any additional charges incurred.

3.11 **SAMPLES**

- Not applicable to this bid.
- Samples of items, when required, must be furnished by Bidder free of charge to the City, and if not destroyed, upon written request will be returned at the Bidder's expense. Each individual sample must be labeled with Bidder's name, manufacturer's brand name, bid item number and be delivered by them within five (5) calendar days after the bid opening unless the schedule indicates a different time or unless submission is required before the bid opening. If samples are required subsequent to the bid opening, they should be delivered within five (5) calendar days of the request. Failure of Bidder to either deliver required sample(s) or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the purchasing agent named on Page 1 of the Invitation for 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 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.

- Estimated quantities represent a reasonable approximation of the number of units of each type or number of hours of item the City expects to purchase during a twelve (12) month period. Note: the estimated quantities do not constitute a guaranteed minimum order.

3.14 ADDITIONAL QUANTITIES/BALANCE OF LINE

Not applicable to this bid.

The City reserves the right to buy additional quantities, if required, at the unit price quoted herein.

Bidder must indicate in the space provided on the Unit Price Bid Sheet the percentage (%) off their written price list for the balance of their line.

3.15 COMPLIANCE WITH LAWS

The Bidder and the Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations. Lack of knowledge on the part of the Bidder shall in no way relieve them from responsibility. The Bidder shall comply with all laws, ordinances and governmental rules, regulations and orders now or at any time during the term of this Contract. Bidder agrees to provide to the City all necessary certifications required by any federal, state, and local laws, ordinances, codes, rules and regulations. The Bidder's obligations under this section shall survive termination, cancellation or expiration of this Contract.

3.16 BRAND NAMES / APPROVED EQUALS

Not applicable to this bid.

- Whenever a material, article or piece of equipment is identified in the bid package, including drawings, plans, specifications and reference to manufacturers' or Bidders' name, trade name, catalog number, or otherwise, it is intended merely to establish a standard unless it is followed by words indicating that no substitution is permitted because of form, fit, function or quality. Any material, article or equipment of other manufacturers and Bidders which will perform or serve the requirements of the general design will be considered equally acceptable provided the material article or equipment so proposed is, equal in substance, quality and function. However, if a product other than the specified is bid, it is the Bidder's responsibility to name such a product within their bid and to prove to the City that said product is equal to that specified and to submit brochures, samples and/or specifications in detail on item(s) bid. However, the City shall be the sole judge as to whether or not the submitted product is equal in substance, quality and function, and its decision shall be final. If the bidder does not indicate an alternate is being bid and identify the alternate, the Vendor must deliver the specified item identified in the 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:

- On a Total Bid basis to the lowest responsive and responsible Bidder. In the event no Bidder bids all items, the City may award on an item by item basis.
- On an item by item basis to the lowest responsive and responsible Bidder.
- On an all or none total per group basis to the lowest responsive and responsible Bidder. In the event no Bidder bids all items, the City may award on an item by item basis.
- 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.

- ☒ To the lowest responsive and responsible bidder(s) that offer(s) the highest favorable discounts per Schedule H, who publish and distributes a catalog, an online catalog, and/or price list, and comply with specifications of this bid. There is no limit on the type or number of catalogs. Schedule H - Core Items Unit Prices will be utilized to show total lowest price for core items, percentage discount and balance of line percentage discount. In the event no Bidder bids all items, the City may award on an item by item basis.

In accordance with City of Sunrise Code Section 5-171, a *qualified bidder, responsible bidder, qualified offeror, or responsible offeror* means a person, firm or entity which is fully capable of meeting all requirements of the solicitation and subsequent contract. The qualified bidder, responsible bidder, qualified offeror, or responsible offeror must possess the full capability in all respects to perform fully the contract requirements, including but not limited to the financial resources, technical ability, business judgment, experience, qualifications, facilities, equipment, integrity, capacity and reliability, and must have the integrity and reliability which will assure good faith performance as determined by the city.

In accordance with City of Sunrise Code Section 5-171, a *responsive bid or responsive proposal* means a bid or proposal submitted by a responsive, and responsible or qualified, bidder or offeror which conforms in all material respects to the invitation to bid or request for proposals.

In accordance with City of Sunrise Code Section 5-171, a *responsive bidder or responsive offeror* means a person, firm or entity who has submitted a bid or proposal which conforms in all material respects to the invitation to bid or request for proposals.

In the event the successful bid is terminated or cancelled for any reason, the City reserves the right to make an award to the next lowest responsive and responsible Bidder, or re-bid the entire Contract or any part thereof, whichever is in the best interest of the City.

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 Section 2-1 of the Code of Ordinances of the City of Sunrise, Florida, known as the Cone of Silence. After a Bid is opened, a person as defined in Section 2-1 may not seek information or clarification or in any way contact any official or employee of the City concerning this Bid with the exception of the City Attorney, the Procurement Manager or the contact person specifically designated in this Bid. A copy of any written communication shall be filed with the Purchasing Office 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 Contractor to debarment in accordance with Section 2-1. Nothing in Section 2-1 prevents a Contractor or Contractor's representative from taking part in a public meeting concerning the Bid.

3.23 E-VERIFY – EMPLOYMENT ELIGIBILITY

*By submitting a response to this solicitation, you are obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Further, by your response to this bid, you affirm and represent that you are registered with the E-Verify system and are using same, and will continue to use same as required by Section 448.095, Fla. Stat. Compliance with Section 448.095 includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will **disqualify you for award of this solicitation and/or lead to termination of your contract.** If your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by the Bidder, the Bidder may not be allowed to do business with the City or be awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the Contractor.*

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 attorneys' fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of Services under this Contract (1) provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, and (2) are 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, **REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY CITY OF SUNRISE, ITS OFFICERS, AGENTS, VOLUNTEERS, OR EMPLOYEES.** The City of Sunrise reserves the right, but not the obligation, to participate in the defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the expiration or earlier termination of the Contract.

4.2 **INSURANCE REQUIREMENTS**

Contractor agrees at its sole expense to maintain on a primary basis, non-contributory basis during the life of this Contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Contract. Any coverage maintained by the City shall apply excess of, or contingent upon the absence of, insurance required or maintained by Contractor.

Commercial General Liability. Contractor agrees to maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence, \$2,000,000 Annual Aggregate. Contractor agrees its coverage shall not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Separation of Insureds.

Additional Insured Endorsement. Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 20 26 07 04, or CG 20 26 04 13, Additional Insured – Designated Person or Organization endorsement; or the CG 20 10 07 04, or CG 20 10 04 13, Additional Insured – Owners, Lessees, or Contractors endorsement, including the additional endorsement of GC 20 37 07 04, or GC 20 04 13, Additional Insured – Owners, Lessees, or Contractors Completed Operations. The name of the organization endorsed as Additional Insured for all endorsements shall read "City of Sunrise".

Business Automobile Liability. Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Worker's Compensation Insurance & Employers Liability. Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statutes Chapter 440.

Waiver of Subrogation. Contractor agrees by entering into this Contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance. Contractor agrees to provide City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when a manuscript notice endorsement is available by Contractor's insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax or email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder(s) address shall read:

Original to:
City of Sunrise
Attn: Procurement Manager
Purchasing Office
10770 West Oakland Park Blvd.
Sunrise, Florida 33351
purchasing@sunrisefl.gov
Fax (954) 752-2278

Copy to:
City of Sunrise
Attn: Risk Manager Office
Risk Management Division
10770 W. Oakland Park Blvd.
Sunrise, FL 33351
riskmanagement@sunrisefl.gov

Umbrella or Excess Liability. Contractor may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse City as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Right to Revise or Reject. City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

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

- Not applicable to this bid.

The initial contract period shall be for three (3) years, commencing on the date of award. In addition, the City reserves the right to renew the contract for three (3) 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.
- The cost of all services as bid herein shall remain firm for the first year of the Contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year or, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept of Labor whichever is less. The yearly increase, or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the Contract year then in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the City at least sixty (60) days prior to the Contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the Contract. In the event the CPI or industry costs decline, the City shall have the right to receive, from the Vendor, a reasonable reduction in costs that reflect such cost changes in the industry.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract may be cancelled by the City upon giving thirty (30) days written notice to the Vendor.

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 – Accounts Payable
 10770 West Oakland Park Blvd.
 Sunrise, FL 33351
AccountsPayable@sunrisefl.gov

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 PUBLIC ENTITY CRIMES

Please be informed that pursuant to Section 287.133(2)(a), Florida Statutes, “A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity” in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.” The submission of a bid shall constitute an affirmative representation of the Contractor to the City that the Contractor 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 SAFETY DATA SHEETS (SDS)

In compliance with federal standards and regulations listed under OSHA 29 CFR 1910.1200 Hazard Communication Standard with adopted Globally Harmonized System of Classification and Labeling of Chemicals when applicable, any item delivered from a Contract resulting from this bid must be accompanied by a Safety Data Sheet (SDS), if applicable. The SDS must contain the following information: 1. Product identifier used on the label and any other common names or synonyms by which the substance is known. 2. Hazard Identification and the appropriate warning information associated with those

hazards. 3. Composition/Information on Ingredients in the product. 4. First-Aid Measures for initial care to individuals who have been exposed to the chemical. 5. Fire-Fighting Measures for fighting a fire caused by the chemical. 6. Accidental Release Measures with recommendations on appropriate spill, leak, or release response. 7. Handling and Storage for safe practice and conditions. 8. Exposure Controls/Personal Protection indicating exposure limits, engineering controls, and personal protective measures that can be used to minimize worker exposure. 9. Physical and Chemical Properties of the substance or mixture. 10. Stability and Reactivity information of the chemical. 11. Toxicological Information identifying health effects and toxicology of the chemical.

4.16 STORAGE, REMOVAL AND DISPOSAL OF SOLID WASTE / CONSTRUCTION DEBRIS:

Not applicable to this bid.

The Bidder must comply with Section 12-11 of the City Code, which reads as follows:

Sec. 12-11. - Construction sites.

All solid waste, including but not limited to construction and demolition waste , on construction sites shall be placed in a collection container on site while awaiting removal and disposal.

Mechanical containers for construction and demolition waste shall be obtained from the contractor and the name of the owner shall be clearly indicated on such containers. Only solid waste haulers that possess a franchise from the city may remove and dispose of solid waste from within the city.

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 GOVERNING LAW AND VENUE

The Contract shall be governed by the laws of the State of Florida. Except as set forth in the indemnification section of the Contract should the Parties be involved in legal action arising under, or connected to this Contract, each party will be responsible for their own attorneys' fees and costs. The venue for any litigation will be Broward County, Florida. Both Parties hereby agree to waive a jury trial, and will proceed to a trial by judge if necessary.

4.19 DISCRIMINATORY VENDOR LIST

Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Contract, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

4.20 SCRUTINIZED COMPANY

Pursuant to Section 287.135, Florida Statutes, Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

Pursuant to Section 287.135, in the event the Contract is for one million dollars or more, Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; and Contractor further certifies that it is not engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Contract if Contractor is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria.

4.21 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 Contract 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 Contract and following completion of this Contract if the CONTRACTOR does not transfer the records to the City; and (d) upon completion of the Contract, 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 Contract, 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 Contract, 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 Contract. 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).

4.22 NONDISCRIMINATION

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status.

4.23 ELECTRONIC RECORD KEEPING

Bidder certifies their services and products meet all recordkeeping requirements of the State of Florida, including but not limited to those in Chapter 119, Florida Statutes and Rule 1B-26.003(6)(g), Florida Administrative Code.

4.24 COMPLIANCE WITH LAWS

Bidder and the Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

4.25 E-VERIFY – EMPLOYMENT ELIGIBILITY

4.25.1 Contractor warrants and represents that it is complies with Section 448.095,

Florida Statutes, as may be amended. No later than January 1, 2021, Contractor shall: (1) register with and use the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) verify that all of the Contractor's subcontractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

- 4.25.2 Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.
- 4.25.3 City shall terminate this Contract if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If City has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, City shall notify Contractor to terminate its contract with the subcontractor and Contractor shall immediately terminate its contract with the subcontractor.
- 4.25.4 If City terminates this Contract pursuant to the subsection 4.25.3 above, Contractor shall be barred from being awarded a future contract by City for a period of one (1) year from the date on which this Contract was terminated. In the event of such Contract termination, Contractor shall also be liable for any additional costs incurred by City as a result of the termination.

SECTION 5 - BID SUBMISSION CHECK LIST

<p>COMPANY NAME: (Please Print): _____ Phone: _____ Fax: _____</p>
--

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. Complete CORE ITEMS UNIT PRICES (Schedule "H"), if applicable.
- _____ 10. Submit Electronically via Demandstar.com.
- n/a 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

CATALOG NAME/MANUFACTURER	CATALOG NUMBER	CATALOG EXPIRATION DATE	% DISCOUNT	ONLINE CATALOG WEBSITE ADDRESS

Complete Schedule H – Core Items Unit Prices

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 _____

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: _____

Bidder's Authorized Signature: _____

STATE OF FLORIDA
COUNTY OF BROWARD

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____, as _____ (title) of _____ (Company).

(SEAL)

Signature of Notary Public – State of Florida

Print, type or stamp commissioned

name of Notary Public
Personally Known OR Produced Identification
Type of Identification 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? _____ Yes

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:

BID TITLE: Safety Supplies and Equipment

BID NUMBER: BID 21-36-09-MS

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: _____

City/State/Zip Code: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

Contact: _____

Contact: _____

E-Mail: _____

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: _____

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 _____

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 AND CERTIFICATIONS

ATTENTION BIDDER:

ATTACH TO SCHEDULE "F":

1. PROOF OF INSURANCE AS SPECIFIED HEREIN
2. COPIES OF LICENSES, IF APPLICABLE
3. IRS FORM W-9
4. PROOF OF PARTICIPATION IN E-Verify PROGRAM.

-Submit screen shot or print out of your company search online at:

[https://www.e-verify.gov/about-e-verify/e-verify-data/how-to-find-participating-employers?hiringstates\[\]=11&field_account_status_value=All&items_per_page=10](https://www.e-verify.gov/about-e-verify/e-verify-data/how-to-find-participating-employers?hiringstates[]=11&field_account_status_value=All&items_per_page=10)

-You can also show proof of E-Verify Enrollment by submitting copy Memorandum of Understanding showing company identification number.

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: _____

SCHEDULE "H"
CITY OF SUNRISE

CORE ITEMS UNIT PRICES

Core items are high use items most commonly used currently in the City of Sunrise. Please go to Demandstar.com to download a fillable Schedule H in excel format. Complete Schedule H and upload to Demandstar.com along with the rest of required documents and schedules in this bid.

Attachment A - Sample Safety Products

Dorado Safety Indoor/Outdoor Glasses smoked lens Black Frame (GLB943AF)
Uvex Safety Goggles (S3960DGR)
Nitrile Gloves 5mil
Premium Leather Work Gloves
Safety Vests
Purell Hand sanitizer 8oz
3M Half Mask Respirator Model 6200
3m Chemical Cartridge Model 6001
Fire Retardant Gloves (Carbon-X, Model CXG-L1 LRG) Various Sizes
3M Peltor Over the Ear Muffs, Model X4A
Fire-Dex Notched Shoulder Fire Hood, Nomex, Model H37NENB
Hard Hats, Full Brim with Suspension
Rubber Boots
Clorox Disinfecting Wipes
Purell Dispenser Hand Sanitizer refill Model 2156
Lysol Disinfecting spray