

Outfitting of Police Vehicles (Lighting & Accessories)

CONTRACT
COPY

INVITATION FOR BID



PURCHASING DIVISION

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

Bid Data

Bid Number: 11(06)-01-01-01-19-W
Service or Commodity Title: Outfitting of Police Vehicles (Lighting and Accessories)
Purchasing Agent: Wendy Lorenzo
Phone: (954) 572- 2485
Fax : (954) 572-2278

Bid Opening

Day/Date: Friday, March 11, 2011
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: Bidders Questionnaire
Section 3: Instructions to Bidders
Section 4: Terms and General Conditions
Section 5: Bid Submission Check List
Section 6: Bid Submission Package

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

SPECIAL ACCOMMODATION:

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

SECTION 1 - SCOPE OF WORK AND SPECIFICATIONS

Purpose:

The City of Sunrise is seeking bids from qualified bidders to establish an open-end agreement for providing and installing law enforcement lighting and accessories as required on police vehicles for the City of Sunrise, in accordance with the terms, conditions and specifications included in this bid.

The number and type of vehicles requiring installation of this equipment will vary from year to year so there is no guarantee of minimum quantities. This year it is anticipated that the City will purchase the following 2011 vehicles:

Fifteen MARKED vehicles (patrol units) to include the following:

- 7 - Chevrolet Caprice
- 7 - Dodge Charger
- 1 - Chevy Tahoe

Three UNMARKED vehicles (administration units) to include the following:

- 2 - Chevrolet Impalas
- 1 - Dodge Charger

In addition:

- 1 - Chevrolet Express Cargo Van
- 1 - Ford Escape
- 2 - Ford E-150 Club Wagons

Requirements:

This Bid Sheet is divided into six groups. Each group includes items typically required for outfitting on each type of vehicle specified. Prices bid for each item in these groups are to include the cost of the equipment, installation, and any related transportation or shipping charges. The City is also requesting a discount off published list price for the balance of line for the manufacturer's listed in this bid. This information is required given that there may be ancillary items required for certain vehicles which are not included in any of the itemized groups, 1- 6. The City requires the vendors to submit an hourly rate for installation of ancillary items. If ancillary items are required by the City, the awarded vendor will provide a quote to the City for approval which shows the list price of the part, with the applicable discount and the number of hours required to complete the installation. The hourly rate given in the space provided on the bid sheet will be applicable. The City shall not pay travel time. The City shall only pay the hourly rate commencing when the Contractor begins the work and ending when the work is complete.

Award Criteria:

This bid will be awarded on a total bid basis to the lowest responsive, responsible bidder for Groups 1 through 6 (pages 17 thru 30). All items in each group must be bid to be considered for award. The awarded vendor will be an authorized dealer or distributor and service agent for the products quoted. The % discounts off the manufacturers published list prices for the balance of their product lines (page 30) and the hourly rate for installation of ancillary items

Outfitting of Police Vehicles (Lighting & Accessories)

required by the City will not be considered as part of the award criteria but will be awarded to the lowest priced responsive, responsible vendor for the total of Groups 1-6.

1. Installation of equipment is a requirement of the bid and purchases will be made through the submitting bidder who must be an authorized dealer or distributor of parts and service for the equipment provided.
2. The awarded vendor must have a secure facility located within Broward or Dade County area at which the installations will be provided as required by the City of Sunrise Police Department. The City reserves the right to inspect the facilities of any submitting vendor prior to award and the awarded vendor's facility at any reasonable time throughout the duration of the contract.
3. The awarded vendor shall be open during normal business hours from, 9:00 am until 5:00pm, Monday through Friday, excluding holidays or week-ends.
4. The awarded vendor must be able to receive vehicles directly from the delivering dealer. Inspection of vehicles delivered directly to the awarded vendor's facility by the dealer, must be inspected and accepted by the designated City of Sunrise representative, prior to commencement of outfitting the vehicle by the awarded vendor.
5. Once the outfitting of a vehicle is completed, the awarded vendor will notify the City of Sunrise designee for the Police Department or other City authorized agent to arrange for inspection prior to delivery. Should the work performed not be to the satisfaction of the Sunrise Police Department, it shall be redone by the awarded vendor at no additional charge.
6. The awarded vendor must provide and maintain insurance as outlined in this bid document throughout the entire contract term and be capable of delivering the completed, outfitted vehicle to the City of Sunrise. No additional costs may be added for transportation. The City of Sunrise vehicles must not be driven off the awarded vendor's facility unless being delivered to the City of Sunrise.
7. The City of Sunrise reserves the right to reject any equipment or part which he/she may deem unsuitable for use.
8. Warranty services will be performed within 72 hours by vendor when equipment is available.
9. No substitutions of approved brand names or part numbers (unless old part numbers has been discontinued and replaced with new part number).
10. The City will provide the awarded vendor programming instructions and diagrams for wiring of sirens and lights.

SECTION 2 – BIDDER QUESTIONNAIRE

Bidders should indicate below, the ability to complete a minimum of (1) vehicle per day Monday through Friday, 9:00am - 5:00pm. Time of delivery may be extended for a specific period when the cause of such delay is beyond the control of the successful bidder and is given to the City immediately upon knowledge of impending delay.

Vehicles per day: _____ per day

Bidders should indicate below, that the bidder as an authorized dealer and service representative of products supplied, warrants the material, equipment and work provided under this contract for a preferred period of five years from date of completion.

Warranty for Parts & Labor: _____ years

Certificates as an authorized sales and service company for products bid:

Yes No (Must be provided within three days from request by the City of Sunrise)

Provide a list of those persons who will have a management position working with the City, if you are awarded the bid. The person(s) listed will be those from your firm contacted by authorized City personnel as required.

Name

Name

Provide location(s) of your facility(s) located in Broward or Dade County

Business is licensed (unless exempt by applicable law) permitted or certified to do business in the
State of Florida Yes No
Broward County Yes No
Dade County Yes No

Number of years your organization has been in business in Florida _____

How many permanent full time employees are employed by your firm? _____

Authorized Signature: _____ Title _____

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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 provide and install law enforcement lighting and equipment as required in police vehicles for the City of Sunrise. After receipt of an offer and acceptance by the City Commission or designee, commodities or services will be provided as indicated below:

The City will send an award letter notifying the Bidder of acceptance of their Bid by the City Commission or designee specifying duration of the Contract with extension periods if any, and the method of ordering. Purchase order(s) will be issued for work to be performed.

3.1 HOW TO SUBMIT A BID

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

TELEGRAPHIC OR FAXED BIDS WILL NOT BE ACCEPTED

3.2 THE BID PACKAGE

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

- Schedule "A" - Bid Sheet & Certification
- Schedule "B" - Non-Collusion Affidavit
- Schedule "C" - Bidder's Drug Free Statement
- Schedule "D" - Bidder's Qualification Statement
- Schedule "E" - Warranty Information Form (If Applicable)
- Schedule "F" - Insurance & License Requirements
- Schedule "G" - Statement of No Bid

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

3.3 INQUIRIES, ADDENDA AND MODIFICATIONS

The Bidder must direct any inquiries on the specifications, additional requirements, attachments, terms and general conditions or instructions, in writing, either via U.S. Mail or Fax, to the individual named on Page 1 at the Purchasing Division, City of Sunrise, 10770 West Oakland Park Blvd, Sunrise, Florida, 33351, Fax No. (954) 572-2278. All inquiries must be received by the Purchasing Division no later than 12:00 p.m., seven (7) calendar days prior to the Bid opening.

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

3.4 EXECUTION OF BID

Bid must contain an original signature of an authorized representative of the company in the spaces 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

Installation and delivery to the City of accessorized vehicles will be mutually agreed upon between the awarded vendor and the City of Sunrise designated authorized Police Department representative. Delivery of a completed vehicle should be within one day once all required equipment is available for installation.

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 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, including parts and labor shall be no less than the manufacturers' warranty. The Bidder shall furnish required warranty information on products bid within three (3) days from request by the Purchasing Division. If requested, the Bidder is to complete Schedule "E".

3.12 ESTIMATED QUANTITIES

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.

3.13 ADDITIONAL QUANTITIES/BALANCE OF LINE

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 Bid Sheet, page 30, the percentage (%) off the current published list price of each manufacturer's product line for the balance of their product line. The percentage off will be applicable to items that are not specifically noted in Groups 1 thru 6. The vendor is also required to indicate their hourly rate for installation. This is the labor rate to be charged per hour for installation of ancillary items that may be required by the City.

3.14 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.

3.15 BRAND NAMES / APPROVED EQUALS

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.

3.16 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.

3.17 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 for Groups 1 thru 6. In the event no Bidder bids all items in each group, the City may award on a group by group or item by item basis.

The City requires that the vendor (as authorized dealers for product lines listed) submit minimum percentage discounts off manufacturers list prices of equipment offered. If no discount is available for certain manufacturers' lines, 0% should be listed in the space provided. No spaces for discounts should be left blank. In addition the City requires the submitting vendor to include an hourly rate for installation of ancillary items from those manufacturers' lines as the City may purchase items other than those specifically listed in Group 1 through 6, contained in this bid document. These discounts and hourly rates will not be considered in the award criteria but will be awarded to the low responsive, responsible bidder of Group 1 through Group 6.

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.

3.18 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.

3.19 CONTENTS OF BID / PUBLIC RECORDS

Any material submitted in response to this Bid will become a public record pursuant to Chapter

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119, Florida Statutes. This includes material, which the Bidder might consider to be confidential, or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07 of the Florida Statutes.

3.20 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.

3.21 CONE OF SILENCE

This solicitation falls under the City of Sunrise Ordinance 486 known as the "Cone of Silence". After a Bid is opened or a Short List is established for a Request for Qualifications or Request for Proposal, a Vendor or a Vendor's representative as defined in the Ordinance, 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 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

Bidder shall indemnify and hold harmless CITY, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Bidder and persons employed or utilized by Bidder in the performance of this Contract. This indemnification shall survive the term of this Contract.

4.2 INSURANCE REQUIREMENTS

Bidder agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting 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 Bidder is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Bidder under any resulting contract.

Commercial General Liability Bidder agrees to maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence, \$1,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Business Automobile Liability Bidder agrees to maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Bidder does not own automobiles, Bidder

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

Additional Insured The Bidder 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 2026 07 04 Additional Insured – Designated Person or Organization endorsement; or the CG2010 10 01 Additional Insured – Owners, Lessees, or Contractors or GC2010 07 04 Owners, Lessees, or Contractors endorsement, including the additional endorsement of GC2037 10 01 Additional Insured – Owners, Lessees, or Contractors – Completed Operations shall be required to provide back coverage for the contractor's "your work" as defined in the policy and liability arising out of the products-completed operations hazard. The Additional Insured shall read: "City of Sunrise."

Garagekeeper's Legal Liability Garagekeeper's Legal Liability shall have minimum limits of \$100,000 per occurrence against Comprehensive and Collision/Upset causes of loss. When a per vehicle sublimit applies, the minimum sublimit shall be \$50,000 per vehicle providing physical damage legal liability for the same causes of loss above on any vehicle while in tow. Any per vehicle or per occurrence deductible shall be the contractor's responsibility. A Garage Liability coverage form shall be considered a similar form in satisfying the Commercial General Liability and Business Auto Liability insurance requirements.

Waiver of Subrogation Bidder 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 Bidder to enter into a pre-loss agreement to waive subrogation without an endorsement, then Bidder 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 Bidder enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance Bidder agrees to provide City a Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.

The Certificate Holder address shall read:

City of Sunrise
Attn: Purchasing Director
Purchasing Division
1601 NW 136 Ave., Bldg A, Ste 101
Sunrise, FL 33323

Umbrella or Excess Liability Bidder 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. Bidder 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 of its poor financial condition or failure to operating 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**

The initial Contract period shall be for two (2) years, commencing on date of award. In addition, the City reserves the right to renew the Contract for two (2) additional one (1) year periods, under the same terms, conditions and specifications contingent upon Budget/Commission 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**

Purchaser is a bona fide governmental entity of the State of Florida with Purchaser's fiscal year ending on September 30 of each calendar year. If Purchaser does not appropriate sufficient funds to purchase the quantities required under this Agreement for any of the Purchaser'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 Purchaser's obligation under this Agreement were last appropriated by Purchaser and Purchaser shall not, in this sole event be obligated to make any further purchases beyond said fiscal year.

4.8 TERMINATION FOR DEFAULT

The City may, by written notice, immediately terminate this Purchase Order, in whole or in part, if the Vendor fails to satisfactorily perform any provisions of this Purchase Order, or fails to make progress so as to endanger performance under the terms and conditions of this contract.

4.9 TERMINATION FOR CONVENIENCE

This Contract 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 initial two-year term 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, except with the prior written approval of the City.

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 proposal 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 proposal 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 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, 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.

4.17 INVESTIGATION OF CONDITIONS AFFECTING OPERATIONS

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

SECTION 5 - BID SUBMISSION CHECK LIST

COMPANY NAME: (Please Print): _____		
Phone: _____		Fax: _____

BEFORE SUBMITTING YOUR BID, MAKE SURE YOU...

- _____ 1. Carefully read the SPECIFICATIONS.
- _____ 2. Complete the BIDDER QUESTIONNAIRE (Page 4) and include with Bid Submittal.
- _____ 3. Properly fill out the BID SHEET and CERTIFICATION PAGE (Schedule "A").
- _____ 4. Fill out and sign the NON-COLLUSION AFFIDAVIT (Schedule "B") and have it properly notarized.
- _____ 5. Sign the VENDOR DRUG FREE STATEMENT (Schedule "C").
- _____ 6. Fill out the VENDOR QUALIFICATION STATEMENT (Schedule "D"), if required.
- _____ 7. Include EXHIBITS OR WARRANTIES (Schedule "E"), if required.
- _____ 8. CHECK THE INSURANCE and LICENSE requirements to be sure that you will comply, and submit evidence of insurance and copies of licenses, if required, with your bid (Schedule "F").
- _____ 9. Complete STATEMENT OF NO BID (Schedule "G"), if applicable.
- _____ 10. Clearly mark the BID NUMBER AND BID NAME on the outside of your envelope.
- _____ 11. Submit ONE (1) ORIGINAL AND TWO (2) PHOTOCOPIES of your bid.
- _____ 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.

[Type text]

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

Group 1 (Items 1 through 16) – STANDARD EQUIPMENT FOR A MARKED PATROL VEHICLE - CROWN VICTORIA

Price quoted for each item listed will be the installed price, inclusive of all costs.

Item No.	Estimated Qty.	Description	Unit Cost with Installation	Extended Total
1	1	Whelen Liberty LED light bar, minimum 49" long : blue/blue, take down/LED, alley/LED or Equal. This must be premium version bar with 108 LED count minimum. Mfg. Offered: _____ Model Offered: _____	_____	_____
2	1	Whelen 100watt flat speaker with vehicle specific mounting bracket or Equal Mfg. Offered: _____ Model Offered: _____	_____	_____
3	1	Whelen siren system 295SLSA6 OR Equal Mfg. Offered: _____ Model Offered: _____	_____	_____
4	1	Whelen "Howler" low tone Siren & Speaker system to include two speakers or Equal Mfr. Offered: _____ Model Offered: _____	_____	_____
5	1 (set of six per car)	Whelen Vertex Single, 4 clear, 2 red or Equal. Six per car. Mfr. Offered: _____ Model Offered: _____	_____	_____

6	1 (pair of two per car)	Whelen LINZ6 all blue for grill with "L" mounting bracket or Equal. Lighthouse must have a minimum diode count of 6. Mfr. Offered: _____ Model Offered: _____		
7	1 (pair of two per car)	Whelen Avenger Rear Deck blue/ /blue (if Crown Vic) or Equal Mfg. Offered: _____ Model Offered: _____		
8	1 (pair of two per car)	Whelen Single Avenger Blue for rear deck or Equal. Light to include anti flash shield. Mfg. Offered: _____ Model Offered: _____		
9	1 EA	Solid State Headlight Flasher with vehicle specific plug or Equal Mfr. Offered: _____ Model Offered: _____		
10	1 EA	Whelen super LED spotlight bulb or Equal Mfr. Offered: _____ Model Offered: _____		
11	1 EA	Setina Partition (cage) ½ lexan, ½ vinyl coated metal screen or Equal. Partition must also include full underseat extension panel. Mfr. Offered: _____ Model Offered: _____		
12	1 EA	Laguna Rear Seat with cross-over seat belts (for Ford, Chevy and Dodge) or Equal Mfr. Offered: _____ Model Offered: _____		

14	1 EA	Havis Shield (no substitutes) console with microphone clip, arm rest. Cup holders, 3-12V plug outlets, face plates, laptop arm and holder, light arm for laptop. Model Offered: _____	_____	_____
15	1 (one pair of two per car)	D & R Electronics rear window bars or Equal. One pair of two per car Mfr Offered: _____ Model Offered: _____	_____	_____

TOTAL BID OFFER FOR GROUP 1 (ITEMS 1-15): \$ _____
CROWN VICTORIA

(Written Amount)

Group 2 (Items 1 through 15) – STANDARD EQUIPMENT FOR A MARKED PATROL VEHICLE - CHEVROLET CAPRICE (Qty 7)

Price quoted for each item listed will be the installed price, inclusive of all costs.

Item No.	Estimated Qty.	Description	Unit Cost with Installation	Extended Total
1	7	Whelen Liberty LED light bar, minimum 49" long, blue/blue, take down/LED, alley/LED or Equal. This must be premium version bar with 108 LED count minimum. Mfg. Offered: _____ Model Offered: _____	_____	_____
2	7	Whelen flat 100 watt speaker and vehicle specific mounting bracket or Equal Mfg. Offered: _____ Model Offered: _____	_____	_____
3	7	Whelen siren 295SLSA6 OR Equal Mfg. Offered: _____ Model Offered: _____	_____	_____

4	7	Whelen "Howler" low tone Siren & Speaker system or Equal. Must include two speakers. Mfr. Offered: _____ Model Offered: _____		
5	7 (six per car)	Whelen Vertex Single, 4 clear, 2 red or Equal. Six per car. Mfr. Offered: _____ Model Offered: _____		
6	7 (two per car)	Whelen L1NZ6 all blue for grill with mounting brackets or Equal. two per car. Mfr. Offered: _____ Model Offered: _____		
7	7 (two per car)	Whelen Single Avenger Blue (if Chevy or Dodge) for rear deck or Equal Mfg. Offered: _____ Model Offered: _____		
8	7	Solid State Headlight Flasher with vehicle specific plug or Equal Mfr. Offered: _____ Model Offered: _____		
9	7 EA	Whelen super LED spotlight bulb or Equal Mfr. Offered: _____ Model Offered: _____		
10	7 EA	Setina Partition (cage) ½ lexan, ½ vinyl coated metal screen or Equal. Partition must also include full underseat extension panel. Mfr. Offered: _____ Model Offered: _____		
11	7 EA	Laguna Rear Seat with cross-over seat belts (for Ford, Chevy and Dodge) or Equal Mfr. Offered: _____ Model Offered: _____		

12\	7 EA	Tremco Anti-Theft with floor bubble type activation switch or Equal. Mfr. Offered: _____ Model Offered: _____	_____	_____
13	7 EA	Havis Shield (no substitutes) console with microphone clip, arm rest. Cup holders, 3-12V plug outlets, face plates, laptop arm and holder, light arm for laptop. Model No: _____	_____	_____
14	7 EA (one pair of two per car)	D & R Electronics rear window bars or Equal. Mfr Offered: _____ Model Offered: _____	_____	_____

TOTAL BID OFFER FOR GROUP 2 (ITEMS 1-14): \$ _____
MARKED CHEVROLET CAPRICE

(Written Amount)

Group 3 (Items 1 through 16) – STANDARD EQUIPMENT FOR A MARKED PATROL VEHICLE – DODGE CHARGER (Qty 7)

Price quoted for each item listed will be the installed price, inclusive of all costs.

Item No.	Estimated Qty.	Description	Unit Cost with Installation	Extended Total
1	7 EA	Whelen Liberty LED light bar, minimum 49" long , blue/blue, take down/LED, alley/LED or Equal. This must be the premium version bar with 108 LED count minimum. Mfg. Offered: _____ Model Offered: _____	_____	_____
2	7 EA	Whelen 100 watt flat speaker with vehicle specific mounting bracket or Equal Mfg. Offered: _____ Model Offered: _____	_____	_____

3	7 EA	Whelen siren 295SLSA6 OR Equal Mfg. Offered: _____ Model Offered: _____	_____	_____
4	7 EA	Whelen "Howler" Low Tone Siren & Speaker system or Equal. Must include two speakers. Mfr. Offered: _____ Model Offered: _____	_____	_____
5	7 EA (four per car)	Whelen Vertex Single, 2 clear, 2 red or Equal. Four per car. Mfr. Offered: _____ Model Offered: _____	_____	_____
6	7 EA (two per car)	Whelen LINZ6 all blue for grill, clear lens, with "L" mounting bracket or Equal. Two per car. Lighthouse must have a minimum LED diode count of 6. Mfr. Offered: _____ Model Offered: _____	_____	_____
7	7 EA (two per car)	Whelen Single Avenger Blue for rear deck or Equal. Light must include anti flash shield. Mfg. Offered: _____ Model Offered: _____	_____	_____
8	7 EA	Solid State Headlight Flasher with vehicle specific plug or Equal Mfr. Offered: _____ Model Offered: _____	_____	_____
9	7 PR (two per car)	Whelen 4" round LED lighthouse for Dodge Charger. Clear lens with blue LED's. Must include mounting bracket for Dodge Charger.	_____	_____
10	7 EA	Whelen super LED spotlight bulb or Equal Mfr. Offered: _____ Model Offered: _____	_____	_____

11	7 EA	Setina Partition (cage) ½ lexan, ½ vinyl coated metal screen or Equal. Partition must include full underseat extension panel. Partition must be side curtain airbag compatible. Mfr. Offered: _____ Model Offered: _____		
12	7 EA	Laguna Rear Seat with cross-over seat belts (for Ford, Chevy and Dodge) or Equal Mfr. Offered: _____ Model Offered: _____		
13	7 EA	Tremco Anti-Theft with floor bubble activation switch. Mfr. Offered: _____ Model Offered: _____		
14	7 EA	Havis Shield (no substitutes) console with microphone clip, arm rest. Cup holders, 3-12V plug outlets, face plates, laptop arm and holder, light arm for laptop. Model No. _____		
15	7 EA (two per car)	D & R Electronics rear window bars or Equal. Mfr Offered: _____ Model Offered: _____		

TOTAL BID OFFER FOR GROUP 3 (ITEMS 1-15): \$ _____
MARKED DODGE CHARGER

(Written Amount)

Group 4 (Items 1 through 16) – STANDARD EQUIPMENT FOR A MARKED K-9 UNIT – CHEVY TAHOE (Qty 1)

Price quoted for each item listed will be the installed price, inclusive of all costs.

Item No.	Estimated Qty.	Description	Unit Cost with Installation	Extended Total
1	1 EA	Whelen front upper split Inner Edge for Chevy Tahoe or Equal. Must be all blue LED's with clear lenses. Unit is comprised of 8 super LED pods each containing 6 LED diodes and 2 white LED takedown lights. (forward facing) Mfg. Offered: _____ Model Offered: _____		
2	1 EA	Whelen rear lower Inner Edge for Chevy Tahoe. Must be blue LED's with clear lenses. Model must be comprised of 6 super LED pods each containing 6 LED diodes. (rear facing) Mfg. Offered: _____ Model Offered: _____		
3	1 EA (two per car)	Sound-Off Signal Predator 2 blue/blue LED with clear lenses or Equal . Two per car Mfg. Offered: _____ Model Offered: _____		
4	1 EA (two per car)	Whelen 4" round LED lighthouse for Chevy Tahoe. Clear lens with blue LED's. Must include mounting bracket for Chevy Tahoe. Mfr. Offered: _____ Model Offered: _____		

5	1 EA	Whelen super LED spotlight bulb or Equal Mfr. Offered: _____ Model Offered: _____	_____	_____
6	1 EA (four per car)	White Vertex LED , four per car Mfr. Offered: _____ Model Offered: _____	_____	_____
7	1 EA (two per car)	Red Vertex LED, two per car Mfr. Offered: _____ Model Offered: _____	_____	_____
8	1 EA	Solid state wig wag Mfr. Offered: _____ Model Offered: _____	_____	_____
9	1EA (six per vehicle)	Whelen LINZ6 blue (4 for running boards, 2for license bracket with mounting brackets) blue LEDs, clear lens or Equal. Lighthouse must have a minimum LED diode count of 6. Mfr. Offered: _____ Model Offered: _____	_____	_____
10	1 EA	Tremco Anti-Theft with floor bubble activation switch. Mfr. Offered: _____ Model Offered: _____	_____	_____
11	1 EA	Whelen siren 295SLSA6 OR Equal Mfg. Offered: _____ Model Offered: _____	_____	_____
12	1 EA	Whelen "Howler" Low Tone Siren & Speaker system or Equal. Must include two speakers. Mfr. Offered: _____ Model Offered: _____	_____	_____

13	1 EA	Havis Shield (no substitutes) console with microphone clip, arm rest. Cup holders, 3-12V plug outlets, face plates, laptop arm and holder, light arm for laptop. Model No. _____	_____	_____
14	1 EA (2 per car)	Whelen Linear –LED Blue with clear lenses for left and right mirror	_____	_____
15	1 EA	Whelen 100 watt flat speaker with vehicle specific mounting bracket or Equal Mfg. Offered: _____ Model Offered: _____	_____	_____
16	1 EA	Tufbox or Truckvault container with combination lock for AR-15 Rifle or Equal Mfr. Offered: _____ Model Offered: _____	_____	_____

TOTAL BID OFFER FOR GROUP 4 (ITEMS 1-16): \$ _____
MARKED K-9 UNIT - CHEVROLET TAHOE

(Written Amount)

Group 5 (Items 1 through 10) – STANDARD EQUIPMENT FOR UNMARKED VEHICLE – DODGE CHARGER (Qty 1)

Price quoted for each item listed will be the installed price, inclusive of all costs.

Item No.	Estimated Qty.	Description	Unit Cost with Installation	Extended Total
1	1 EA	Whelen front upper split inner edge for Charger or Equal. Must be all blue LED's with clear lenses. Unit is comprised of 8 super LED pods each containing 6 LED diodes and 2 white LED takedown lights. (forward facing) Mfg. Offered: _____ Model Offered: _____	_____	_____

2	1 EA	<p>Whelen 6-LED Inner-Edge all blue light bar (rear facing) or Equal for Dodge Charger. Must be blue LED's with clear lenses. Model must be comprised of 6 super LED pods each containing 6 LED diodes.</p> <p>Mfg. Offered: _____ Model Offered: _____</p>		
3	1 EA (two per car)	<p>Sound-Off Signal Predator 2 blue/blue LED with clear lenses or Equal . Two per car</p> <p>Mfg. Offered: _____ Model Offered: _____</p>		
4	6 EA (four per car)	<p>Whelen Vertex single, 2 clear, 2 red .</p> <p>Mfr. Offered: _____ Model Offered: _____</p>		
5	1EA (four per car)	<p>Whelen LINZ6 blue (2 for grill, 2 for license plate with mounting brackets) blue leds, clear lens or Equal. Lighthouse must have a minimum LED diode count of 6.</p> <p>Mfr. Offered: _____ Model Offered: _____</p>		
6	1 EA (One pair of two per car)	<p>Whelen 4" round LED lighthouse for Dodge Charger. Clear lens with blue LED's. Must include mounting bracket for Dodge Charger.</p> <p>Mfr. Offered: _____ Model Offered: _____</p>		
7	1 EA	<p>Solid State headlight flasher with vehicle specific plug or Equal</p> <p>Mfg. Offered: _____ Model Offered: _____</p>		

BID TITLE: Outfitting of Police Vehicles (Lighting & Accessories)

BID NUMBER: 11(06)-01-01-19-W

8	1 EA	Whelen hand-held siren HHS2200 or Equal Mfr. Offered: _____ Model Offered: _____	_____	_____
9	1 EA	Whelen Siren Speaker with mounting bracket or Equal Mfr. Offered: _____ Model Offered: _____	_____	_____
10	1 EA	Tuflock lock box with combination lock for AR-15 Rifle or Equal Mfr. Offered: _____ Model Offered: _____	_____	_____

TOTAL BID OFFER FOR GROUP 5 (ITEMS 1-10): \$ _____
UNMARKED DODGE CHARGER

(Written Amount)

Group 6 (Items 1 through 10) – STANDARD EQUIPMENT FOR UNMARKED VEHICLE –CHEVY IMPALA (Qty 2)

Price quoted for each item listed will be the installed price, inclusive of all costs.

Item No.	Estimated Qty.	Description	Unit Cost with Installation	Extended Total
1	2 EA	Whelen front upper split Inner Edge if available. Must be all blue LED's with clear lenses. Unit is comprised of 8 super LED pods each containing 6 LED diodes and 2 white LED takedown lights. (forward facing) Mfg. Offered: _____ Model Offered: _____	_____	_____

2	2 EA	Whelen rear lower Inner Edge if available for Chevy Impala or Equal. Blue LED's with clear lenses. Model must be comprised of 6 super LED pods each containing 6 LED diodes. (rear facing) Mfg. Offered: _____ Model Offered: _____		
3	2 EA (one pair)	Sound-Off Signal Predator 2 blue/blue LED or Equal . Blue LED's clear lenses. Two per car Mfg. Offered: _____ Model Offered: _____		
4	6 EA (six per car)	Whelen Vertex single, 4 clear, 2 red Mfr. Offered: _____ Model Offered: _____		
5	4 EA (four per car)	Whelen LINZ6 blue LED with clear lense (2 for grill, 2 for license plate bracket with mounting brackets) or Equal. Lighthouse must have a minimum LED diode count of 6. Mfr. Offered: _____ Model Offered: _____		
7	1 EA	Solid State headlight flasher with vehicle specific plug or Equal Mfg. Offered: _____ Model Offered: _____		
8	1 EA	Whelen hand-held siren HHS2200 or Equal Mfr. Offered: _____ Model Offered: _____		
9	1 EA	Whelen Siren Speaker with mounting bracket or Equal Mfr. Offered: _____ Model Offered: _____		

BID TITLE: Outfitting of Police Vehicles (Lighting & Accessories)

BID NUMBER: 11(06)-01-01-01-19-W

10	1 EA	Tuflock lock box with combination lock for AR-15 Rifle or Equal Mfr. Offered: _____ Model Offered: _____		
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TOTAL BID OFFER FOR GROUP 6 (ITEMS 1-10): \$ _____
UNMARKED CHEVY IMPALA

(Written Amount)

Vendor shall indicate an **HOURLY RATE** for installation of ancillary items from the manufacturers listed below as required by the City of Sunrise.

HOURLY RATE: _____

Vendor shall indicate on the following portion of the bid sheet the % discount off of the published list prices for the balance of line for each manufacturer listed. If no discount is available for certain manufacturers' lines, 0% should be listed in the space provided. No spaces for discounts should be left blank.

MANUFACTURER	PUBLISHED DATE OF LIST PRICES	EXPIRATION DATE OF CURRENT PUBLISHED LIST PRICE	PERCENTAGE DISCOUNT OFFERED
Whelen Engineering 860-526-9504			
Sound-Off Signal 800-338-7337			
Jotto Desk 877-455-6886			
Pro-Gard Products 800-480-6680			
Havis, Inc. 800-524-9900			
Radiotronics Inc. 561-746-0935			
Setina Manufacturing 800-426-2627			

Installation and Delivery to the City of accessorized vehicles will be mutually agreed upon between the awarded vendor and the City of Sunrise designated authorized Police Department representative.

BID TITLE: Outfitting of Police Vehicles (Lighting & Accessories) BID NUMBER: 11(06)-01-01-01-19-W

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

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 "C"
CITY OF SUNRISE**

VENDOR DRUG - FREE STATEMENT

Preference may be given to Vendors submitting a certification with their bid/proposal 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, proposals 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 proposal has established a Drug Free work place program in accordance with State Statute 287.087

VENDOR'S SIGNATURE

BID TITLE: Outfitting of Police Vehicles (Lighting & Accessories)

BID NUMBER: 11(06)-01-01-01-19-W

COMPANY'S NAME
SCHEDULE "D"
CITY OF SUNRISE

VENDOR QUALIFICATION STATEMENT

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

Name of Company _____

Address: _____
Street City State Zip Code

Telephone:() _____ Fax:() _____ E-Mail: _____

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 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:

SCHEDULE "D"
(Continued)

REFERENCES:

List all pertinent government agencies for whom you have provided similar services , within the past three (3) years:

Agency/Firm Name: _____ Agency/Firm Name: _____
Address: _____ Address: _____

City/State/Zip Code: _____ City/State/Zip Code: _____
Phone: _____ Phone: _____
Fax: _____ Fax: _____
Contact: _____ Contact: _____

Agency/Firm Name: _____ Agency/Firm Name: _____
Address: _____ Address: _____

City/State/Zip Code: _____ City/State/Zip Code: _____
Phone: _____ Phone: _____
Fax: _____ Fax: _____
Contact: _____ Contact: _____

Agency/Firm Name: _____ Agency/Firm Name: _____
Address: _____ Address: _____

City/State/Zip Code: _____ City/State/Zip Code: _____
Phone: _____ Phone: _____
Fax: _____ Fax: _____
Contact: _____ Contact: _____

Agency/Firm Name: _____ Agency/Firm Name: _____
Address: _____ Address: _____

City/State/Zip Code: _____ City/State/Zip Code: _____
Phone: _____ Phone: _____
Fax: _____ Fax: _____
Contact: _____ Contact: _____

YOUR COMPANY NAME _____
ADDRESS _____

PHONE: _____ FAX: _____

BID TITLE: Outfitting of Police Vehicles (Lighting & Accessories)

BID NUMBER: 11(06)-01-01-01-19-W

**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: _____

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

TELEPHONE: _____ FAX: _____

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

NAME OF BIDDER: _____

SIGNATURE AND TITLE: _____

TELEPHONE: _____ FAX: _____

DATE: _____

BID TITLE: Outfitting of Police Vehicles (Lighting & Accessories)

BID NUMBER: 11(06)-01-01-01-19-W

**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.**

BID TITLE: Outfitting of Police Vehicles (Lighting & Accessories)

BID NUMBER: 11(06)-01-01-01-19-W

**SCHEDULE "G"
CITY OF SUNRISE**

STATEMENT OF NO BID

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

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

We, the undersigned have declined to bid for the following reason:

_____ Specification too "tight," i.e., geared toward one brand or manufacturer only (explain below).

_____ Insufficient time to respond to the Invitation for Bid.

_____ We do not offer this product or an equivalent.

_____ Our product schedule would not permit us to perform.

_____ Unable to meet specifications.

_____ Unable to meet Bond requirements.

_____ Specification unclear (explain below).

_____ Other (specify below).

REMARKS:

COMPANY NAME: _____

SIGNATURE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

E Mail _____