

CONTRACT
COPY

INVITATION FOR BID

CITY OF SUNRISE
SUNRISE, FLORIDA

The City of Sunrise, Florida will accept sealed bids for the purchase and delivery of a continuous supply of various Janitorial Supplies/Chemicals on an as needed basis.

The City of Sunrise is the Lead Agency for The Southeast Florida Governmental Purchasing Cooperative Group soliciting bids for the purchase and delivery of a continuous supply of various Janitorial Supplies/Chemicals on an as needed basis to various locations.

Bids will be accepted until **2:00 p.m. Thursday, June 17, 2010**, at the office of the City Clerk, 4th Floor, City of Sunrise, City Hall, 10770 West Oakland Park Boulevard, Sunrise, Florida 33351, at which time they will be publicly opened and read aloud by the Purchasing Director or Designee.

It will be the responsibility of the bidder to insure that bids are received no later than the date and time specified above. Bids received after that time will not be considered.

Bid packages and Specifications may be obtained at the offices of the Purchasing Division, City of Sunrise, 1601 NW 136 Avenue, Bldg. A, Suite 101, Sunrise, Florida 33323. Further information may be obtained by contacting the Purchasing Division at (954) 572-2274.

After any Bid is opened or a Short List is established for a Request for Proposal or Request for Qualifications, any information concerning the solicitation shall be available only through the City Attorney, Purchasing Director or an individual specifically named in the solicitation. See City of Sunrise Ordinance 486 for details.

Bids MUST be sealed and the outside of the envelope SHOULD BE MARKED:

BID TITLE: Purchase & Delivery of a continuous supply of various Janitorial Supplies/Chemicals

BID NO: 10(14)-28-02-06-17-V

Successful Bidder will be notified of City Commission Action (Award of Bid).

THE CITY RESERVES THE RIGHT TO ACCEPT, REJECT OR
WORKSHOP ANY AND ALL BIDS OR ANY PART THEREOF

PURCHASING DIVISION

PUBLISH: Monday, June 7, 2010

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PURCHASING DIVISION
June 7, 2010

SUN SENTINEL PAYMENT RECEIPT Receipt No:

Customer: CITY OF SUNRISE Ad Number: 13889321
Sys No: 2781 Acct No: 044380000 Phone: 2032550755
Insertions: 1
Insert Dates: 06/07/2010

INVITATION FOR BID



PURCHASING DIVISION

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

Bid Data

Bid Number: 10(14)-28-02-06-17-V
Service or Commodity Title: The City of Sunrise (Lead Agency) for the Southeast Florida Governmental Purchasing Cooperative Group is soliciting bids for the purchase of Janitorial Supplies/Chemicals.

Purchasing Agent: Vivian O'Neal, CPPB
Phone: (954) 572- 2204
Fax : (954) 572-2278

Bid Opening

Day/Date: Thursday, June 17, 2010
Time: 2:00p.m.
Physical Location: City Hall
Office of the City Clerk – Fourth Floor
10770 West Oakland Park Blvd.
Sunrise, FL 33351

Bid Contents

Section 1: Specifications/Scope of Work
Section 2: Attachments
Section 3: Instructions to Bidders
Section 4: Terms and General Conditions
Section 5: Bid Submission Check List
Section 6: Bid Submission Package

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 a



SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE

TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative.

For the past several years, approximately twenty-six (26) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

Southeast Florida Governmental Purchasing Cooperative Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Involving instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Purchasing Cooperative are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative members may participate in their contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative members may participate in any contract on acceptance and approval by the lead agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

SECTION 1 - SPECIFICATIONS

The City of Sunrise, Florida, as the Lead Agency for The Southeast Florida Governmental Purchasing Cooperative (Co-Op) Group is soliciting Bids for purchase and delivery of a continuous supply of various Janitorial Supplies/Chemicals on an as needed basis. Purchases shall be made based upon a percentage off discount from a published catalog(s) or price list(s) that the Contractor shall be responsible for supplying to all participating Co-Op members. Participating Co-Op Members, are listed in the attached Exhibit II, contingency pricing portion of the bid sheet. All references to "City" in the document are to be construed as "City of Sunrise and/or Southeast Florida Governmental Purchasing (Co-op) Participant".

Contractor shall indicate on the Contingency pricing portion of the Bid Sheet all catalog names and numbers that they will be supplying to the City, along with the percentage off discount that will be allowed for each catalog. The percentage off discount that the Contractor bids shall remain firm for the term of the contract.

Contractor shall indicate in Group II, what type of Green Sealed Paper products they supply.

Contractor shall indicate in Group III, what type of Green Sealed Chemicals they supply.

Catalog prices must remain in effect for one year from date of issuance of the Catalog. If or when a new catalog is published, Contractor shall notify the City and provide copies of current catalogs and/or computer disks to the City and all participating municipalities.

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

Contractor may specify more than one catalog name and number on the Contingency pricing portion of the bid sheet.

Be Advised: No minimum size order, no delivery charge, all items are FOB destination to each entity, no environmental impact fee, and no fuel surcharge.

Note: The Southeast Florida Governmental Purchasing Cooperative Group is comprised of (26) twenty-six governmental entities. Listed below are the participating Governmental Agencies that purchase of Janitorial/Chemical Supplies on an as needed basis. The participating agencies usage is reflected in bid sheet.

1.	Coral Springs – Warehouse	Telephone	954-345-2235
2.	City of Coconut Creek	Telephone	754-956-1584
3.	City of Deerfield Beach	Telephone	954-480-4418
4.	City of Ft. Lauderdale	Telephone	954-828-5949
5.	City of Hallandale Beach-Fire Dept.	Telephone	954-457-1332
6.	City of Lauderhill	Telephone	954-736-3044
7.	City of Miami	Telephone	305-416-1910
8.	City of Miami Gardens	Telephone	305-622-8000
9.	Town of Davie-Fire Dept.	Telephone	954-797-1016
10.	Town of Palm Beach	Telephone	561-227-7000
11.	City of Margate	Telephone	954-972-6454
12.	City of Dania Beach	Telephone	954-924-3674
13.	City of Sunrise	Telephone	954-572-2325

All remaining entities can utilize this contract upon the expiration of any existing janitorial/chemical contracts they may have.

The successful Contractor shall be required to submit the following:

- A. Chemical list with sample of chemical labels showing EPA Registrations numbers, if requested by each entity.
- B. All items delivered under this contract must be accompanied by a Material Safety Data Sheet (MSDS).
- C. A copy of their most current catalog or computer disk as requested by each Co-op entity.

All Contractors shall include a current catalog and/or computer disk indicating price with percentage off (%) balance of line, with their bid.

SECTION 2 - ATTACHMENTS

Exhibit I, attached hereto and incorporated herein by reference, is the list of the City of Sunrise delivery locations. Exhibit II, are the locations of the participating Southeast Florida Governmental Purchasing Cooperative Group.

SECTION 3 - INSTRUCTIONS TO CONTRACTORS

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

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

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

3.1 HOW TO SUBMIT A BID

All bids must be submitted in sealed envelopes, 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.

E-MAILED 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

Bidders shall not contact any City Official or Employee prior to opening of bids, evaluation of bids and award of Contract other than the individual named on Page 1 of this document.

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

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

3.4 EXECUTION OF BID

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

3.5 NO BID

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

3.6 PRE-BID CONFERENCE

Not applicable 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). See Attachments

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 should be within three (3) to seven (7) calendar days after receipt of Purchase Order. If specified delivery cannot be met, show the 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.

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

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

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

Estimated quantities represent a reasonable approximation of the number of janitorial/chemical items the City and Co-Op 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

The City and Co-op 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 the percentage (%) off their written price list for the balance of their line.

3.15 FAMILIARITY WITH LAWS

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

3.16 BRAND NAMES / APPROVED EQUALS

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: an all or none total per group basis to the lowest responsive and responsible Bidder, for each group. All items in each group should be bid for a vendor to be considered for award of a particular group. In the event no bidder bids all items in a group the City may award on an item by item basis.

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. 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.

3.21 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 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 Vendor list following a conviction for a public entity crime

may not submit a proposal on a Contract to provide any goods or services to the City, may not submit a proposal on a Contract with the City for the construction or repair of a public building or public work, may not submit proposals on leases of real property to the City, may not be awarded or perform work as a Proposer, supplier, sub-Contractor, or consultant under a Contract with the City, and may not transact business with the City in excess of the threshold amount provided in §.287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted Vendor list." The submittal of a Bid shall constitute an affirmative representation by the Bidder to the City that the Bidder is aware of the Statute and in full compliance thereof.

3.23 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

In consideration of the separate sum of \$10.00 (which \$10.00 is the first \$10.00 of the Contract Price), the Contractor shall indemnify and save harmless and defend the City, its agents and employees from and against any and all claims, liability, losses, and/or cause of action which may arise from any negligent act or omission of the Contractor, its agents or employees in the performance of services under this Contract.

The Contractor further agrees to indemnify, save harmless and defend the City, its agents and employees from and against any claim, demand or cause of action whatsoever kind or nature arising out of any conduct or misconduct of the Contractor not included in the paragraph above and for which the City, its agents or employees are alleged to be liable.

4.2 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 or 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.

4.3 INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL

The initial Contract period shall be for two (2) years, commencing on August 1, 2010 or date of award, whichever is later. 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.

4.4 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.

4.5 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.

4.6 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.

4.7 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.

4.8 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.

4.9 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.

4.10 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.

4.11 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.

4.12 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.

4.13 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.

4.14 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.

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

Not applicable to this bid.

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,

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. 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 EXHIBITS OR WARRANTIES (Schedule "E"), if required.
- _____ 7. 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").
- _____ 8. Complete STATEMENT OF NO BID (Schedule "G"), if applicable.
- _____ 9. Clearly mark the BID NUMBER AND BID NAME on the outside of your envelope.
- _____ 10. Submit ONE (1) ORIGINAL AND TWO (2) PHOTOCOPIES of your bid.
- _____ 11. 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

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

<u>ITEM NO.</u>	<u>EST. QTY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>Extended Total</u>
1.	<u>100/cs</u>	Trash Liner –20" X 21" 7 gal. .45 mil Lo-D, Color-Black, (1000 per case) MFG _____ Capital Pitt/Renown or Equal _____	\$ ____/cs.	\$ ____
2.	<u>200 /cs</u>	Trash Liner – 30" X 36" - 20-30 gal. .45 mil Lo-D, Color-Black (250 per case) MFG _____ Capital Pitt/Renown or Equal _____	\$ ____/cs.	\$ ____
3.	<u>250/cs</u>	Trash Liner –43"X48" –56 gal. 14 mic. Hi-D, Coreless rolls, Color-Natural, (200 per case) MFG _____ Capital Pitt/Renown or Equal _____	\$ ____/cs.	\$ ____
4.	<u>250 /cs</u>	Trash Liner – 38" X60" - 60 gal. .16 mc- Hi-D Color-Black (200 per case) MFG _____ Capital Pitt/Renown or Equal _____	\$ ____/cs.	\$ ____
5.	<u>32 /cs</u>	24" X 32" Black .32 MIL Lo-D Trash Liners (1000 per case) MFG _____ Capital Pitt/Renown or Equal _____	\$ ____/cs.	\$ ____

Company Name: _____ Authorized Signature: _____

Item No.	QTY	DESCRIPTION	UNIT PRICE	Extended Total
6.	<u>30/cs</u>	33" X 40", 33 gal, Black .2 mil Lo-D Trash Liners (200 per case) MFG _____ Capital Pitt/or Equal _____	\$ ____/cs.	\$ _____
7.	<u>221/cs</u>	38" X 58" White .74 MIL Lo-D Trash Liners (100 per case) MFG _____ Capital Pitt/or Equal _____	\$ ____/cs.	\$ _____
8.	<u>300/pail</u>	Joy Dishwashing Liquid- (5 gal. Pail) MFG _____ or Equal _____	\$ ____/pail.	\$ _____
9.	<u>57/buckets</u>	Laundry Detergent, Powder, 50 lb buckets MFG _____ Theochem or Equal _____	\$ _____ /bucket	\$ _____
10.	<u>23 /cs</u>	Dishwasher Detergent, Cascade 85 oz. box (6 per case) or Equal MFG _____ Or Equal _____	\$ ____/cs.	\$ _____
11.	<u>500/ea.</u>	Heavy Duty Hand Soap with Pumice Go Jo # 1135/ or equal Size 4 ½ lbs pkg. 6 per case MFG _____ Or Equal _____	\$ ____/ea.	\$ _____
12.	<u>1400/roll</u>	Bay West Ecosoft "Opticore" 2-ply Green Seal Toilet tissue (865 sheets/ 36 rolls) 2 ply # 61990 or Equal _____ Dispenser Reg. @ N/C	\$ ____/roll	\$ _____

Company Name: _____

Authorized Signature: _____

ITEM NO.	EST. QTY	DESCRIPTION	UNIT PRICE	Extended Total
13.	<u>200/gal</u>	Lotion Sterlized/Medicated Hand Soap (1 gallon containers) 4 gallon per case MFG _____ Or Equal _____	\$ ____/gal.	\$ ____
14.	<u>50/ea.</u>	Dispenser -Bay West Roll Towel Dispenser with lever, black smoke, translucent, with auto-transfer feature #895 MFG _____ or Equal _____	\$ ____/ea.	\$ ____
15.	<u>50/ea.</u>	Dispenser -Bay West Roll Towel Dispenser with button, black smoke, translucent, with auto-transfer feature #894 – or Equal _____	\$ ____/ea.	\$ ____
16.	<u>70/Drum</u>	Concrete Cleaner –Recrete Waterless Concrete Cleaner- 100 lb. Drums MFG _____ or Equal _____	\$ ____/dr	\$ ____
17.	<u>1200/roll</u>	Towels -Bay West Ecosoft 100% bleached white roll towels 800ft. (6 rolls per case) # 319 MFG _____ or Equal _____ Dispenser Reg.@ N/C	\$ ____/roll	\$ ____
18.	<u>300/ea.</u>	Dispenser, Comfresh Color – Chrome Or Equal MFG _____ Or Equal _____	\$ ____/ea.	\$ ____

Company Name: _____

Authorized Signature: _____

ITEM NO.	EST. QTY	DESCRIPTION	UNIT PRICE	Extended Total
19.	<u>300/ea.</u>	Dispenser, Comfresh Color – White MFG _____ Or Equal _____	\$ ____/ea.	\$ _____
20.	<u>288/cans.</u>	Cleaner, Chalkboard and whiteboard Cleaner 20 oz can MFG _____ Or Equal _____	\$ ____/can.	\$ _____
21.	<u>200/ea</u>	Dispenser, Touch- Free Wave-n- Dry roll towel dispenser, smoke black, with auto-transfer feature MFG _____ Or Equal _____	\$ ____/ea.	\$ _____
22.	<u>800/ea.</u>	Hand Scouring Sponges, Heavy-Duty Green – tough fibers & abrasives 6" x 9" MFG _____ Or Equal _____	\$ ____/ea	\$ _____
23.	<u>200/gal</u>	Degreaser, Chlorinated Foam, Degreaser, food service grade, USDA approved 1 gal. / Spartan MFG _____ Or Equal _____	\$ ____/ea.	\$ _____
24.	<u>60/ea.</u>	Dust Mops, premium 60"x 5" with twist, pretreated, looped end must be launder-able. MFG _____ Or Equal _____	\$ ____/ea.	\$ _____

Company Name: _____ Authorized Signature: _____

ITEM NO.	EST. QTY	DESCRIPTION	UNIT PRICE	Extended Total
25.	<u>25/ea.</u>	Vacuum, 8 lbs, upright lite-duty With cloth shake out bag - cord MFG _____ Or Equal _____	\$ ____/ea	\$ _____
26.	<u>60/5gal</u>	Cleaner, Spartan Spray Buff, maintainer, cleaner 5 gal. Pail MFG _____ Or Equal _____	\$ ____/gal.	\$ _____
27.	<u>144/qts</u>	Counteractant, Lemon Odor, Quart Bottles MFG _____ Or Equal _____	\$ ____/qts.	\$ _____
28.	<u>100/gal</u>	Hydrogen Peroxide 35% 1 gallon containers MFG _____ Or Equal _____	\$ ____/gal	\$ _____
29.	<u>20/cs</u>	Comfresh Air Neutralizer refills, with hydrogen fuel cell, and microtrons, 90 day refills/6 refills per case MFG _____ or Equal _____ Dispenser Reg.@ N/C	\$ ____/cs.	\$ _____
30.	<u>200/ea.</u>	Corn Broom, Blended Toy Corn Broom with 4 rows of stitching with 24" handle MFG _____ Or Equal _____	\$ ____/ea.	\$ _____

Company Name: _____

Authorized Signature: _____

ITEM NO.	EST. QTY	DESCRIPTION	UNIT PRICE	Extended Total
31.	<u>70/ca.</u>	Hand Scrub brush with plastic poly pro bristles and handle Iron Style 6 in. MFG _____ Or Equal _____	\$ ____/ca.	\$ ____
32.	<u>504/can</u>	Disinfectant – Spray with HIV –1, TB, Polio Claims Hospital Strength Phenolic Type with Hepatitis Claim – 20 oz. Can -12 cans per case MFG _____ Or Equal _____	\$ ____/can.	\$ ____
33.	<u>500/gal.</u>	Cleaner – Glass with Ammonia, Concentrate Dilute 1 to 5 (one part product to five parts water) 1 gallon containers / MFG _____ Or Equal _____	\$ ____/gal.	\$ ____
34.	<u>152/gal</u>	Disinfectant EPA Registered biodegradable cleaner and deodorizer and disinfectant or /Equal 1 gallon containers MFG _____ Or Equal _____	\$ ____/gal.	\$ ____
35.	<u>50/case</u>	Glass Cleaner Spray, Heavy Duty aerosol 19 oz. (12 per case) or Equal MFG _____ Or Equal _____	\$ ____/cs.	\$ ____

Company Name: _____

Authorized Signature: _____

ITEM NO.	EST. QTY	DESCRIPTION	UNIT PRICE	Extended Total
36.	<u>800/gal.</u>	Bleach – Effective Against HIV-1 EPA Registered- 1 gal containers or Equal MFG _____ Or Equal _____	\$ ____/gal.	\$ ____
37.	<u>20/ea</u>	Dispensers: roll paper towels--Kimberly Clark Convertamatic 9717 – MFG _____ or Equal _____ Dispenser Reg.@ N/C	\$ ____/ea.	\$ ____
38.	<u>28/cs</u>	Toilet Paper 750' Roll X 3.78 – Kimberly Clark JRT JR (12 rolls per case) MFG _____ or Equal _____ Dispenser Reg.@ N/C	\$ ____/cs.	\$ ____
39.	<u>20/ea</u>	Dispensers Metered Technical Concepts #74096 MFG _____ or Equal _____ Dispenser Reg.@ N/C	\$ ____/ea.	\$ ____
40.	<u>100/cs</u>	Metered Air Freshener Refill Net Wt 7 Oz. (198 G) Assorted Fragrances (12 cans per case) MFG _____ or Equal _____ Dispenser Reg.@ N/C	\$ ____/cs.	\$ ____
41.	<u>100 bx</u>	White Knit Cloth Cotton Rags- 50 lb bx MFG _____	\$ ____/bx	\$ ____

Company Name: _____

Authorized Signature: _____

ITEM NO.	EST. QTY	DESCRIPTION	UNIT PRICE	Extended Total
42.	<u>134/bags</u>	Floor Oil Dry Absorb 50 LB BAGS MFG _____	\$_____/bgs	\$_____
43.	<u>50/cs</u>	Baywest "Ecosoft" White Roll Towels 630 ft or Equal _____ Dispenser Reg.@ N/C	\$_____/cs.	\$_____
44.	<u>50/cs</u>	Baywest "Ecosoft" 2 ply Toilet Tissue 96 Rolls /500 sheets/2ply or Equal _____ Dispenser Reg.@ N/C	\$_____/cs.	\$_____
45.	<u>932/gal</u>	Car/Truck Wash & Wax, 1 gal. Containers 4 gal per case MFG _____	\$_____/gal	\$_____
46.	200 ea.	Mop Heads, 24 oz. wet mop, 8 ply cotton MFG _____	\$_____/ea.	\$_____
47.	50 case	Urinal Screen with deodorant block & enzyme mint 12/case MFG _____	\$_____/cs.	_____

Company Name: _____

Authorized Signature: _____

ITEM NO.	EST. QTY	DESCRIPTION	UNIT PRICE	Extended Total
48.	80 gal.	Enzyme Cleaner- Extra H/D with 200 billion bacteria Count 4-1 gal. MFG. _____	\$ ____/ea.	\$ _____
49.	25 drums	Extra heavy duty Concrete Cleaner- for oil & grease Powder with color dye indicator, solvent based 100lb corrugated drum Mfg. : _____	\$ ____/dr.	\$ _____

NO MINIMUM SIZE ORDER- NO DELIVERY CHARGE EVERYTHING IS FOB DESTINATION- NO ENVIRONMENTAL IMPACT FEE, AND NO FUEL SURCHARGE.

TOTAL BID OFFER

Extended Total Prices for Group I
(Items 1-49):

\$ _____

WRITTEN AMOUNT: _____

Company Name: _____

Authorized Signature: _____

Group II

Paper Products

All Products Bid on must be Green Seal Certified

ITEM NO.	EST. QTY	DESCRIPTION	UNIT PRICE	Extended Total
1.	1,000/cs	2 ply toilet tissue 500 sheets per roll Green Seal Certified (48 rolls /case) MFG _____	\$ ____/cs.	\$ _____
2.	250 /cs	Green Seal Certified C-Fold Towel White 10"x 13" 16 Pkg of 150 sheets, 2400 sheets/ case MFG _____	\$ ____/cs.	\$ _____
3.	250/cs	Toilet Seat Cover Half-fold Green Seal Certified (5000 per case) MFG _____	\$ ____/cs.	\$ _____
4.	100 /cs	Roll Paper Towels Green Seal Certified 2 Ply , 85 Sheets 30 rolls/case MFG _____	\$ ____/cs.	\$ _____

TOTAL BID OFFER

Extended Total Prices for Group II
(Items 1-4):

\$ _____

WRITTEN AMOUNT: _____

(Written Price)

Company Name: _____

Authorized Signature: _____

GROUP III

All Chemical Products Bid in this Group must be Green Seal Certified

Item #	Est. Qty.	Description	Unit Price	Extended Total
1.	120 gal.	All Purpose Cleaner & Degreaser Green Seal Certified 4-1 gal Mfg:	\$ _____	\$ _____
2.	100 gal.	High Performance Carpet Extraction Cleaner Green Seal Certified 4-1 gal. Mfg. :	\$ _____	\$ _____
3.	360 bottles	Graffiti Remover Green Seal Certified/ Bio Renewable 12-32 oz. bottles Mfg. :	\$ _____	\$ _____
4.	200gal	Tile & Grout Cleaner Green Seal Certified 4-1 gal Mfg. :	\$ _____	\$ _____
5.	50 gal	Neutral wood floor cleaner Green Seal Certified 4-1 gal Mfg. :	\$ _____	\$ _____
6.	100 cases	Glass & Window Cleaner bio renewable 4-1 gal containers Green Seal Certified Mfg. :	\$ _____	\$ _____
7.	200 case	Toilet bowl cleaner Green Seal Certified 12-32 oz. or equal Mfg.	\$ _____	\$ _____

TOTAL BID OFFER Extended Total Prices for Group III
(Items 1-7):

\$ _____

WRITTEN AMOUNT: _____
(Written Price)

Company Name: _____ Authorized Signature: _____

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 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 Statute 287.087

VENDOR'S SIGNATURE

**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 and private firm(s) with whom you have done business 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: _____

**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: _____

**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.

Please be advised: Only the successful Contractor shall be required to provide a Certificate of Insurance naming each of the Cities as additional insured, as required by the individual municipalities.

EXHIBIT I
CITY OF SUNRISE
DELIVERY LOCATIONS

Civic Center	10610 W. Oakland Park Blvd.	Sunrise, Florida
Sunrise Senior Center	10650 W. Oakland Park Blvd.	Sunrise, Florida
Fire Department	777 Sawgrass Corp. Pkw	Sunrise, Florida
Sunrise Fire Station # 39	6800 Sunset Strip	Sunrise, Florida
Sunrise Fire Station #59	8330 NW 27 th Place	Sunrise, Florida
Sunrise Fire Station #72	10770 West Oakland Park Blvd.	Sunrise, Florida
Sunrise Fire Station # 83	60 Weston Road	Sunrise, Florida
Sunrise Fire Station # 92	13721 NW 21st Street	Sunrise, Florida
Gas Department/Admin. Building	4401 N.W. 103 Ave.	Sunrise, Florida
Springtree Golf Course	8350 Springtree Drive	Sunrise, Florida
Springtree Plant 1 (Maintenance Bldg.)	4350 Springtree Drive	Sunrise, Florida
Utilities Admin. Comp.	777 Sawgrass Corporate Parkway	Sunrise, Florida
Water Treatment Plant South West	15400 Watermill Road	Davie, Florida
Utilities So. West	15400 Sludgemill Road	Davie, Florida
Utility O&M Bldg.	14150 NW 8 th Street	Sunrise, Florida
Sawgrass Plant # 3 Field Bldg.	14150 NW 8 th St.	Sunrise, Florida
Sawgrass Plant Operations Trailer	777 Sawgrass Corp. Pkwy.	Sunrise, Florida

EXHIBIT "II"
GOVERNMENTAL PURCHASING ASSOCIATION OF SOUTHEAST FLORIDA, INC.

PARTICIPATING AGENCIES:

CITY OF CORAL SPRINGS
9551 W. Sample Road

Delivery Locations: will advise

CITY OF COCONUT CREEK

Delivery Locations: will advise

CITY OF FORT LAUDERDALE

Delivery Locations: will advise

CITY OF MARGATE
5790 Margate Boulevard

Delivery Locations: 102 Rock Island Road

CITY OF SUNRISE
10770 W Oakland Park Boulevard

Delivery Locations: Various-Sce attached

TOWN OF DAVIE –Fire Dept.
6591 Orange Drive

Delivery Location: will advise

TOWN OF PALM BEACH

Delivery Locations: will advise

CITY OF MIAMI

Delivery Locations: will advise

CITY OF MIAMI GARDENS

Delivery Locations: will advise

CITY OF DEERFIELD BEACH

Delivery Locations: 210 Goolsby Blvd.
401 S.E. 4th Ave.

CITY OF HALLANDALE BEACH

Delivery Locations: 644 N.W. 2nd St.
121 S.W. 3rd St.

CITY OF LAUDERHILL

Delivery locations: 3800 Inverrary Blvd. Suite 209

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.- 4th Floor
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 _____