



INVITATION FOR BID

PURCHASING DIVISION

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

Bid Data

Bid Number: BID 23-45-09-VH
Service or Commodity Title: Annual Wellfield Maintenance
Purchasing Agent: Victoria Hernandez, Procurement Specialist
Phone: (954) 572-2276
Fax: (954) 578-4809
Email: vhernandez@sunrisefl.gov OR
ALLPur@sunrisefl.gov
Email Subject: BID 23-45-09-VH – RFI

Bid Opening

Day/Date: Thursday, November 16, 2023
Time: 2:00 p.m.
Physical Location: City Hall
First Floor Everglades Room
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](#)
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Bid packages and specifications are no longer available directly from the City of Sunrise Purchasing Office. The City is now using **Onvia DemandStar** for the posting and distribution of all City Bids, RFPs, RFQs, RLLs and Quotations. This Bid may be obtained at www.demandstar.com. The City is not responsible for the accuracy of other means of distribution. Alteration of the content of this document shall result in disqualification.

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

SPECIAL ACCOMMODATION:

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based F.S.S. 286.0105. The City does not tolerate discrimination in any of its programs, services or activities; and will not exclude participation in, deny the benefits of, or subject to discrimination anyone on the grounds of real or perceived race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status.

In compliance with the ADA and F.S.S. 286.26, any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the City's ADA Coordinator at least 48 hours in advance of the scheduled meeting. Requests can be directed via e-mail to hr@sunrisefl.gov or via telephone to (954) 838-4522; Florida Relay: 711; Florida Relay (TIY/VCO): 1-800-955-8771; Florida Relay (Voice): 1-800-955-8770. Every reasonable effort will be made to allow for meeting participation.

SECTION 1 – SPECIFICATIONS

A. SCOPE OF WORK:

1. The City of Sunrise, is soliciting bids for Annual Wellfield Maintenance Services, including emergency repair services for 29 wells as listed in ATTACHMENTS “A” thru ATTACHMENT “D”. The work shall include furnishing all labor, transportation, tools, equipment, fuel, and all other incidentals required to provide services as specified herein. The City may make an award to more than one Contractor. The lowest responsive and responsible bidder as the Primary Contractor and second lowest responsive and responsible bidder as the Secondary Contractor. The City intends to utilize the Primary Contractor, but reserves the right to utilize the Secondary Contractor in the event of immediate need, emergencies, performance issues, availability to perform the work in the necessary timeframe, or if product availability is affected.

CITY OF SUNRISE WELLFIELD LOCATIONS

Springtree Wellfield, 4350 Springtree Drive, Sunrise, Florida, 33351

16 Wells: S-12, S-7, S-8, S-17, S-19, S-20, S-21, S-22, S-10R, S-11R, S-12R, S-13R, S-14R, S-15R, S-16R, S-18R (Attachment “A”)

Southwest Wellfield, 15400 Watermill Drive, Davie, Florida 33331

3 Wells: SW-1R, SW-2R, SW-3R (Attachment “B”)

Sawgrass Wellfield, BB&T Center, 2555 Panther Parkway, Sunrise, Florida 33323

6 Wells: #1, #3, #4, #5, #6, #8 (Attachment “C”)

Flamingo Wellfield, 12855 NW 8th Street, Sunrise, Florida 33325

4 Wells: FP-1, FP-2, FP-3, FP-4, (Attachment “D”)

2. To the best of our knowledge, the well data information provided in the Attachments is accurate and correct. Upon inspection, if the awarded Contractor finds any discrepancies in our information, they shall report them to the City’s designated representative.
3. The successful firm shall have been regularly engaged in the work specified herein for five (5) years and provide three (3) verifiable references.
4. Only personnel who have been trained in OSHA Safety and Chemical Handling shall be used to perform the work.

All work shall be performed under the direct supervision of an experienced water well driller and corrosion expert satisfactory to the City.

B. BID LINE ITEM 1 - MONTHLY MONITORING/TESTING:

1. Contractors shall monitor/test each well monthly and submit a report to the designated City representative. The report shall be in electronic format, sent by email, by the last day of the monitoring period month. Contractor shall test wells for water production and take drawdown readings for specific wells designated by the City. Tests shall include:
 - 1.1 Testing for water flow production (pumped), gallons per minute (GPM)
 - 1.2 Testing for well pumping pressure, pounds per square inch (PSI)
 - 1.3 Testing for well draw downs (draw down = difference between the static water level and the pumping water level)
2. The monthly report shall also include any recommendation of necessary chemical treatments or well rehabilitation as a result of the above tests.

C. BID LINE ITEM 2 - CHEMICAL TREATMENTS:

1. Chemical treatment recommendations shall be based on information gathered from the monitoring, observations by the Contractor, and per request by the City. The City's designated representative will review the treatment recommendations provided in the monthly report and a treatment schedule will be provided to the Contractor, if required. Chemical treatments by the Contractor shall be in accordance with any/all Government (Federal/State) regulatory requirements.
2. Chemical injections are to be performed using a stabilized sodium hypochlorite solution with makeup water, which is totally ionized before blending. The chemicals will then be injected into the existing wellhead through a City approved sanitary port, installed by the Contractor. During the installation, the Contractor will follow all the State Well Head Sanitary Protection Rulings. The chemical treatments shall be performed using solution ranges from 50 PPM to 1000 PPM and amounts ranging from one to three hole volumes. These concentrations and amounts will be based on the monitoring results and historical performance information. The total volume of solution will be pumped into 250-gallon increments with specific gravity recorded on each batch. Total set time for the chemicals will be based on the total chemical residual following the injection (4 to 12 hours).
3. Concentrations and types of chemicals may be adjusted based on monitoring results, with approval from the City.

D. BID LINE ITEM 3 - COMPLETE WELL REHABILITATION:

1. If during monthly monitoring, or by request from the City, it is determined that well rehabilitation is necessary, the rehabilitation work shall include:

- 1.1 Pump efficiency test.
- 1.2 Mobilize, remove and inspect production pump.
- 1.3 Initial color down hole video survey.
- 1.4 Brush casing, remove loose fill via air-reverse method.
- 1.5 Chlorinate and surge with chlorine.
- 1.6 Allow overnight sterilization.
- 1.7 Airlift residual chemicals.
- 1.8 Perform Descaling of Well with One of the Two Methods below (A. or B.):

A. Acid Descaling:

1. Prepare wellhead for acid.
2. Install injection equipment.
3. Inject 500 gallons of 15% acid.
4. Airlift spent acid (direct air method).
5. Repeat acid treatment.

B. Electromagnetic Descaling:

1. Prepare wellhead for descaling.
2. Install electromagnetic descaling equipment.
3. Inject 2000 gallons of electromagnetic descaling solution.
4. Airlift debris (direct air method).
5. Repeat electromagnetic descaling treatment, if needed.

- 1.9 Post chlorination. Disinfection of the well is in accordance with AWWA Standard C654-97 Disinfection of Wells.
- 1.10 Reset pump and perform specific capacity test.
- 1.11 Post treatment color video survey.
- 1.12 Test Specific Capacity (SC)* after each well rehabilitation is completed.

2. *Specific Capacity (SC) can be checked via air line readings.

In collecting data for the calculation, it is critical to measure the water levels only after they have stabilized. SC guidelines (AWWA OPFLOW January 2002) are:

- 2.1 Full recovery of capacity is probable with normal rehabilitation work if SC current is greater than 85% of SC original.
- 2.2 Full recovery of capacity may still be possible, but more extensive work will be needed if SC current is less than 85% of SC original but greater than 60% of SC original.
- 2.3 Full recovery of capacity is unlikely if SC current is less than 60% of SC original.
- 2.4 The well may be unsalvageable if the SC drops below 40% of the original.

3. Contractor shall have all necessary equipment to perform a well rehabilitation. This equipment should include casing brushes, jet tools, reverse isolation tools and fishing tools.

E. BID LINE ITEM 4 - CALIBRATION OF FLOW METERS:

1. The Contractor shall calibrate, for City of Sunrise, sixteen (16) flow meters at the Springtree Wellfield at least once per year. Calibration shall meet State of Florida, Department of Environment (DEP) standards.
2. The City reserves the right to add flow meters/locations, as required and in the best interest of the City.

F. OTHER REQUIREMENTS:

1. DISPOSAL GUIDELINES

Contractor shall supply all tanks, discharge lines and permits for disposal of all materials used during any rehabilitation or well testing. Work shall be done in accordance with local and state laws, ordinances and codes. All materials shall be disposed of in accordance with all regulatory requirements.

2. WELDING

All field welding will be performed in accordance with the American Welding Society standards (AWS). All welding procedures used to fabricate pipe shall be pre-qualified under the provisions of ANSI/AWS D1.1 – Structural Welding Code. Welding procedures shall be required for longitudinal and girth or spiral welds for pipe cylinders, spigot and bell ring attachments, reinforcing plates and ring flange welds, and plates for lug connections. All welding shall be done by AWS Certified skilled welders, welding operators, and tackers who have had adequate experience in the in the methods and materials to be used. Welders shall be qualified under the provisions of ANSI/AWS D1.1 by an independent local, approved testing agency not more than six months prior to commencing work on the qualifications tests. The Contractor shall furnish all material and bear the expense of qualifying welders at no increased cost to the City.

3. EQUIPMENT

Cranes used for enclosed wells shall have a capacity of 20,000 pounds straight line and 76 feet of lift within a distance of 20 feet from the well. All field operations will be in accordance with AWWA, EPA, FDEP and the South Florida Water Management District.

G. RESPONSE TIME:

1. Non-Emergency Response: Upon notification from the City's designated representative to trouble-shoot repair of wells, Contractor shall respond as follows:
Call back within eight (8) hours.
Respond on-site within twenty-four (24) hours.
Complete repairs within twenty-four (24) hours.
2. Emergency Response: If the City's designated representative determines that emergency repairs are needed, **the Contractor shall respond and be on site within two (2) hours.** Emergency actions and tasks required for well operation

including trouble-shooting, written estimate, repair and/or replacement shall be completed within twenty-four (24) hours.

3. If it becomes necessary to airfreight parts due to urgent need, the Contractor will be reimbursed for the freight cost upon submission of the air bill at cost with no mark-up.
4. Response shall be within the normal working hours of the user, Monday through Friday, 8:00 am to 4:00 pm, excluding City deemed holidays.

H. ADDITIONAL REPAIRS AND/OR REPLACEMENT:

1. When equipment problems and/or failures are detected during monthly monitoring that require rehabilitation, repair or replacement, the Contractor shall notify the operator on duty and shall provide the City's designated representative with a written proposal, including information specified below, within two (2) working days after notification.
2. **Cost of parts and materials shall be paid at Contractor's cost-plus fifteen percent (15%).** The City reserves the right to inspect invoices for materials used, if deemed necessary.
3. The Contractor shall recommend if any well repair exceeds the benefits of service requirements or the cost of replacement parts for an existing well. All materials used in well repair, replacement and permanent installation will be new.
4. The Contractor shall be responsible for disconnecting, installing and reconnecting well equipment and all component parts for repairs or replacements. Any damage caused to equipment or wells by the Contractor shall be repaired at no additional cost to the City.

I. WRITTEN PROPOSALS FOR ADDITIONAL WORK:

1. When additional work is required, the Contractor shall provide a written proposal including the number of hours estimated to complete the work and a complete list, including cost of required parts and materials. **Cost of parts and materials shall be paid at Contractor's cost-plus fifteen percent (15%).** Upon the City's request, the Contractor shall furnish a copy of the invoice(s) from his supplier for parts, supplies and materials.
2. No work may begin without proper authorization from the City. If a mutual agreement cannot be reached between the City's designated representative and the Contractor, the City reserves the right to repair or replace the specific item in question using any other procurement means available to the City.

J. ADDITIONAL LOCATIONS:

1. The City reserves the right to add additional locations and units for monthly maintenance/testing. The rates for additional locations will remain the same as bid for this contract.

K. LICENSES:

1. Contractor shall submit with their bid, or upon the City's request, copies of all applicable licenses. Only properly licensed employees will be permitted to perform the required work. Licenses to be submitted with the bid shall be as follows:
 - a. The vendor/Contractor is required to have a **Water Well Contractor License issued by the Florida Department of Environmental Protection.**
 - b. All welders shall be required to possess a **Certified Welder Certificate issued by the American Welding Society (AWS).** Submit copies of certificates for all welders to be used to perform this work under this Contract.

L. PERMITS:

1. Contractor shall procure any City, County and State permits and licenses, charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work. The City shall reimburse the Contractor at cost for any County and/or State permits obtained upon receipt of an invoice and proof of payment, except re-inspection fees.

END OF SECTION

SECTION 2 - ATTACHMENTS

Attachment "A" Springtree Wellfield Locations

Attachment "B" Southwest Utilities Complex Wellfield Locations

Attachment "C" Sawgrass Wellfield Locations

Attachment "D" Flamingo Wellfield Locations

ATTACHMENT “A”

LOCATIONS

SPRINGTREE WELLFIELD - 4350 SPRINGTREE DR. - SUNRISE, FL. 33351

Well Number*	S-2	S-7	S-8	S-10R	S-11R
Year Drilled	1971	1973	1973	2012	2012
Depth Drilled	106'	76'6"	73'	115'	115'
Length, outside casing	70'	68'	66'7"	80'	84'
Diameter, outside casing	18"	18"	18"	30"	30"
Material, outside casing	Black Steel	Black Steel	Black Steel	Steel	Steel
Depth to static water level	27.5'	25.3'	13.2'	10.2'	11.9'
Normal yield, GPM	950	1020	1275	840	817
Type of grout	unknown	unknown	unknown	unknown	unknown
Drilling method	Rotary Drill	Rotary Drill	Rotary Drill	Dual-Rotary Drill	Dual-Rotary Drill
Type of strainer	Keystone	Keystone	Keystone	Silica gravel	Silica gravel
Depth to top of strainer	50'	50'	50'	90'	85'
Protection from surface water?	Sealed Head	Sealed Head	Sealed Head	Sealed Head	Sealed Head
Is inundation of well possible	No	No	No	No	No
Salt intrusion noted in past?	No	No	No	No	No
Has the well ever been contaminated?	No	No	No	No	No
Pump manufacturer	Goulds	Goulds	Goulds	National	National
Pump Model number	8FDHC-2	8FDHC-2	8FDHC-2	SJ11LC-3	SJ11LC-3
Capacity	1000 GPM	1000 GPM	1000 GPM	1000 GPM	1000 GPM
Check valve present in line?	Yes	Yes	Yes	Yes	Yes
Maintenance/Test schedule	Monthly	Monthly	Monthly	Monthly	Monthly

ATTACHMENT "A" (Continued)

SPRINGTREE WELLFIELD - 4350 SPRINGTREE DR. - SUNRISE, FL. 33351

Well Number*	S-12R	S-13R	S-14R	S-15R	S-16R
Year Drilled	2012	2012	2012	2012	2012
Depth Drilled	130'	120'	120'	120'	120'
Length, outside casing	80'	80'	84'	83'	84'
Diameter, outside casing	30"	30"	30"	30"	30"
Material, outside casing	Steel	Steel	Steel	Steel	Steel
Depth to static water level	15.7'	18.4'	19.5'	16.2'	13.3'
Normal yield, GPM	1211	1024	1130	1318	1071
Type of grout	unknown	unknown	unknown	unknown	unknown
Drilling method	Dual-Rotary Drill	Dual-Rotary Drill	Dual-Rotary Drill	Dual-Rotary Drill	Dual-Rotary Drill
Type of strainer	Silica gravel	Silica gravel	Silica gravel	Silica gravel	Silica gravel
Depth to top of strainer	85'	89'	71'	65' & 100' (two screens)	80'
Protection from surface water?	Sealed Head	Sealed Head	Sealed Head	Sealed Head	Sealed Head
Is inundation of well possible	No	No	No	No	No
Salt intrusion noted in past?	No	No	No	No	No
Has the well ever been contaminated?	No	No	No	No	No
Pump manufacturer	National	Goulds	Goulds	Goulds	Goulds
Pump Model number	SJ10HC-5	12CMC	8FDHC-2	8FDHC-2	12CMC
Capacity	1000 GPM	1000 GPM	1000 GPM	1000 GPM	1000 GPM
Check valve present in line?	Yes	Yes	Yes	Yes	Yes
Maintenance schedule (day/mo.)	Monthly	Monthly	Monthly	Monthly	Monthly

ATTACHMENT "A" (Continued)

SPRINGTREE WELLFIELD - 4350 SPRINGTREE DR. - SUNRISE, FL. 33351

Well Number*	S-17	S-18R	S-19	S-20	S-21	S-22
Year Drilled	1999	2012	1993	1993	1993	1993
Depth Drilled	125'	130'	118'	120'	115'	118'
Length, outside casing	85'	58'	97'	97'	98'	97'
Diameter, outside casing	20"	30"	18"	18"	18"	18"
Material, outside casing	PVC	Steel	Black Steel	Black Steel	Black Steel	Black Steel
Depth to static water level	31.2'	16.3'	16.3'	16.8'	16.7'	17.1'
Normal yield, GPM	985	1109	1000	1150	1090	1050
Type of grout	Neat	unknown	unknown	unknown	unknown	unknown
Drilling method	Mud Rotary	Dual-Rotary Drill	Rotary Drill	Rotary Drill	Rotary Drill	Rotary Drill
Type of strainer	N/A	Silica gravel	Keystone	Keystone	Keystone	Keystone
Depth to top of strainer	N/A	64' & 104' (two screens)	53'	53'	53'	53'
Protection from surface water?	Sealed Head	Sealed Head	Sealed Head	Sealed Head	Sealed Head	Sealed Head
Is inundation of well possible	No	No	No	No	No	No
Salt intrusion noted in past?	No	No	No	No	No	No
Has the well ever been contaminated?	No	No	No	No	No	No
Pump manufacturer	Goulds	National	Goulds	Goulds	Goulds	Goulds
Pump Model number	8FDHC-2	SJ11LC-3	8FDHC-2	8FDHC-2	8FDHC-2	8FDHC-2
Capacity	1000 GPM	1000 GPM	1000 GPM	1000 GPM	1000 GPM	1000 GPM
Check valve present in line?	Yes	Yes	Yes	Yes	Yes	Yes
Maintenance/Test schedule	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly

ATTACHMENT “B”

Southwest Wellfield, 15400 Watermill Road, Davie, Florida 33331

Well Number*	SW-1R	SW-2R	SW-3R
Existing/Proposed	Existing	Existing	Existing
Diameter (Inches)	12	12	12
Total Depth	70'	80'	71'
Cased Depth	51'	59'	51'
Screened Interval	-	-	-
Pumped or Flowing	Pumped	Pumped	Pumped
Working Valve If Artesian (Yes/No)	N/A	N/A	N/A
Pump Manufacturer and Model No.	Flowserve 10EHM-1	Xylem-Goulds VIS 9THC-1	Flowserve 10EHM-1
Pump (Centrifugal, Type Jet, Deep Jet, Turbine, Etc.)	Submersible	Submersible	Submersible
Intake Depth (NGVD)	-32	-34	-32
Pump Capacity (GPM @ Feet of Head)	700 GPM @ 35'	700 GPM @ 35'	700 GPM @ 35'
Active (Yes/No)	Yes	Yes	Yes
Year Drilled	2020	2019	2020
Type of Meter	8" Propeller	8" Propeller	8" Propeller
Maintenance/Test schedule	Monthly	Monthly	Monthly

ATTACHMENT “C”

SAWGRASS WELLFIELDS SURROUNDING BB&T CENTER ARENA

Well Number*	1	3	4	5	6	8
Year Drilled	1997	1997	1997	1997	1997	1997
Depth Drilled	95'	95'	95'	95'	95'	95'
Length, outside casing	76'	73'	75'	72'	68'	72'
Diameter, outside casing	30'	20"	20"	20"	20"	20"
Material, outside casing	Steel	PVC	PVC	PVC	PVC	PVC
Depth to static water level	Not Available	1.4	2.3	5	2.9	2.1
Normal suction lift (Working level)	Not Available	5.5	7.5	8.3	8.0	9.0
Normal yield, GPM	2100	2100	2100	2100	2100	2100
Test yield, GPM	3100	3880	3500	3900	3900	3500
Type of grout	Neat	Neat	Neat	Neat	Neat	Neat
Drilling method	Mud Rotary	Mud Rotary	Mud Rotary	Mud Rotary	Mud Rotary	Mud Rotary
Type of strainer	N/A	N/A	N/A	N/A	N/A	N/A
Depth to top of strainer	N/A	N/A	N/A	N/A	N/A	N/A
Protection from surface water?	Yes	Yes	Yes	Yes	Yes	Yes
Is inundation of well possible	No	No	No	No	No	No
Salt intrusion noted in past?	No	No	No	No	No	No
Has the well ever been contaminated?	No	No	No	No	No	No
Pump manufacturer	Johnston	Johnston	Johnston	Johnston	Johnston	Johnston
Model number	136 HC 2 stage	136HC 2 stage	136 HC 2 stage	136HC 2 stage	136 HC 2 stage	136 HC 2 stage
Capacity	2000 GPM	2000 GPM	2000 GPM	2000 GPM	2000 GPM	2000 GPM
Check valve present in line?	Yes	Yes	Yes	Yes	Yes	Yes
Maintenance/Test schedule	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly

ATTACHMENT "D"

Flamingo Wellfield, 12855 NW 8th Street, Sunrise, Florida 33323

Well Number*	FP-1	FP-2	FP-3	FP-4
Year Drilled	2007	2007	2007	2007
Depth Drilled	84'	84'	84'	84'
Length, outside casing	68'	68'	68'	68'
Diameter, outside casing	24"	24"	24"	24"
Material, outside casing	Steel	Steel	Steel	Steel
Depth to static water level	N/A	N/A	N/A	N/A
Normal suction lift (Working Level)	N/A	N/A	N/A	N/A
Normal yield, GPM	2600	2600	2600	2600
Test yield, GPM	3400	3400	3400	3400
Type of grout	Cement	Cement	Cement	Cement
Drilling method	Rotary Drill	Rotary Drill	Rotary Drill	Rotary Drill
Type of strainer	unknown	unknown	unknown	unknown
Depth to top of strainer	30'	30'	30'	30'
Protection from surface water?	Sealed Head	Sealed Head	Sealed Head	Sealed Head
Is inundation of well possible	No	No	No	No
Salt intrusion noted in past?	No	No	No	No
Has the well ever been contaminated?	No	No	No	No
Pump manufacturer name*	Goulds	Goulds	Goulds	Goulds
Model number	14RHHC	14RHHC	14RHHC	14RHHC
Capacity	3400 GPM	3400 GPM	3400 GPM	3400 GPM
Check valve present in line?	Yes	Yes	Yes	Yes
Maintenance/Test schedule	Monthly	Monthly	Monthly	Monthly

SECTION 3 - INSTRUCTIONS TO BIDDERS

BIDDERS: TO ENSURE ACCEPTANCE OF THE BID, THE FOLLOWING INSTRUCTIONS MUST BE ADHERED TO:

This Request for Bid is to supply Annual Wellfield Maintenance Services to the City of Sunrise.

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

- A fixed purchase order for delivery of a commodity or service to a specified place at one time.
- A fixed purchase order for delivery or performance of a service on a scheduled basis.
- An award letter notifying the Bidder/s of acceptance of their Bid/s by the City Commission specifying duration of the Contract with extension periods if any, and the method of ordering.

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

3.1 HOW TO SUBMIT A BID

Contractor's solicitation response must be submitted electronically through Demandstar, the City's designated electronic bidding system. It is solely the Contractors' responsibility to assure its response is submitted and received in Demandstar by the date and time specified in the solicitation. The City will not consider responses received by any other means. The official time for electronic submittals is the Demandstar server. All parties will, without reservation accept the official time. Any bid may be rejected for noncompliance to requirements after a full review by the Purchasing Office. Any request for an extension of time necessitated by an unforeseen emergency should be made prior to the Bid Opening and directed to the Purchasing Manager/Designee, City of Sunrise (954) 572-2274.

FAXED BIDS WILL NOT BE ACCEPTED

3.2 THE BID PACKAGE

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

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

3.3 INQUIRIES, ADDENDA AND MODIFICATIONS

The Bidder must direct any inquiries on the specifications, additional requirements, attachments, terms and general conditions or instructions, in writing, either via U.S. Mail, Email or Fax, to the individual named on Page 1 at the Purchasing Office, City of Sunrise, 10770 West Oakland Park Blvd, Sunrise, Florida, 33351, Fax No. (954) 578-4809. All inquiries must be received by the Purchasing Office no later than 12:00 p.m. ten (10) calendar days prior to the Bid opening.

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

3.4 EXECUTION OF BID

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

3.5 NO BID

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

3.6 PRE-BID CONFERENCE

- Not applicable for this bid.
- Attendance at the Pre-Bid Conference is mandatory. This information session presents an opportunity for the Bidders to clarify any concerns regarding bid requirements. The time and place is given on Page 1 of the Invitation for Bid.
- Attendance at Pre-Bid Conference is optional. This information session presents an opportunity for the Bidders to clarify any concerns regarding bid requirements. The time and place is given on Page 1 of the Invitation for Bid.

3.7 PRICES BID

List both the unit price and the extended total, if applicable. Prices must be stated in the units specified on the Bid Sheet. In case of a discrepancy in computing the amount of the bid between the unit price bid and the extended total, the unit price will govern. When bids are awarded on the basis of Lump Sum, if there is a discrepancy between the written and numeric amount, the written amount prevails.

3.8 F.O.B. POINT

All bid prices shall be F.O.B. destination freight prepaid and delivered by Vendor to the City's specified location(s).

3.9 BID VALIDITY

All bids shall remain valid for ninety (90) days after the time of bid opening. After this time period the Bidder may request the Bid be withdrawn.

3.10 DELIVERY / COMPLETION TIME / RESPONSE TIME

- Delivery shall be _____ calendar days after receipt of purchase order. If specified delivery cannot be met, show number of days required to make delivery after receipt of Purchase Order in space provided on the Bid Sheet. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding City holidays.
- Completion time for all services rendered shall be no later than _____.
- Response time shall be in **accordance with Section 1 – Item “G” in the Specifications**. If specified response time cannot be met, show number of days required to respond after receipt of Purchase Order or release order in space provided on the Bid Sheet. Response time may become a basis for making an award. Response shall be within the normal working hours of the user, Monday through Friday, excluding City holidays.

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

3.11 SAMPLES

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

3.12 WARRANTIES / GUARANTEES

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

Conform in all respects to the description, drawings and specifications contained in this Bid

Be merchantable and fit for the ordinary purpose for which such goods are used or intended to be used

Be new and unused, of good quality and free from defects whether latent or patent in material or workmanship

Be free from any security interests, liens or encumbrances. Vendor warrants that it has good and marketable title to the goods delivered

There is no infringement upon or violation of any copyrights or patent rights

Minimum warranty shall be **one (1) year**. The Bidder shall furnish with the bid all pertinent warranty data as it relates to the items bid upon. If requested, the Bidder is to complete Schedule "E".

3.13 ESTIMATED QUANTITIES

Not applicable to this bid.

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

3.14 ADDITIONAL QUANTITIES/BALANCE OF LINE

Not applicable to this bid.

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

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

3.15 COMPLIANCE WITH LAWS

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

3.16 BRAND NAMES / APPROVED EQUALS

Not applicable to this bid.

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

3.17 PAST PROBLEMS ON PRIOR CONTRACTS / LITIGATION

The Bidder shall disclose any pending or anticipated litigation between the Bidder and any other party or parties that might affect the performance of this Contract. Such litigation must be indicated on Schedule D. When the Bidder or a proposed sub-Contractor has previously worked for the City and has received complaints from the City or has been involved in disputes with the City about the work, the Bidder should submit with their bid an explanation of what, if anything, the Bidder has done or will do to avoid similar problems in the future. This explanation must deal specifically with the problems involved on the prior Contract and any organizational, operational or other changes which have been or will be implemented. If, in the sole judgment of the City, the Bidder has failed to provide an adequate plan to ensure that the Contractual dispute previously experienced by the City will not recur, the City reserves the right to reject the bid submitted by that Bidder.

3.18 BASIS OF AWARD

The City reserves the right to reject any and all bids, to waive any irregularity in bids received, to accept any item or group of items, unless qualified by the Bidder. The City reserves the right before recommending any award to inspect the Bidders' facilities or take any other action necessary to determine a Bidder's ability to perform in accordance with the specification, terms and conditions of the Invitation for Bid.

Award will be made:

- On a Total Bid basis to the lowest responsive and responsible Bidder. In the event no Bidder bids all items, the City may award on an item by item basis.

- The City may make an award to more than one Contractor. The lowest responsive and responsible bidder as the Primary Contractor and second lowest responsive and responsible bidder as the Secondary Contractor. The City intends to utilize the Primary Contractor, but reserves the right to utilize the Secondary Contractor in the event of immediate need, emergencies, performance issues, availability to perform the work in the necessary timeframe, or if product availability is affected.

In accordance with City of Sunrise Code Section 5-171, a *qualified bidder*, *responsible bidder*, *qualified offeror*, or *responsible offeror* means a person, firm or

entity which is fully capable of meeting all requirements of the solicitation and subsequent contract. The qualified bidder, responsible bidder, qualified offeror, or responsible offeror must possess the full capability in all respects to perform fully the contract requirements, including but not limited to the financial resources, technical ability, business judgment, experience, qualifications, facilities, equipment, integrity, capacity and reliability, and must have the integrity and reliability which will assure good faith performance as determined by the city.

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

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

The City may not request documentation of or consider a bidder's social, political or ideological interest when determining if the bidder is a responsible bidder. The City may not give preference to a bidder based on the bidder's social, political, or ideological interests.

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

3.19 COST LIABILITY

The Bidder shall bear all costs associated with submitting the Bid, including preparation, site visitation or any travel connected with submittal of the Bid.

3.20 CONTENTS OF BID / PUBLIC RECORDS

Any material submitted in response to this Bid will become a public record pursuant to Chapter 119, Florida Statutes. No claim of confidentiality or trade secret will be honored unless a specific exemption from the public records law exists and the Florida or Federal statute identifying the exemption is identified in the Bid. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed.

3.21 INVESTIGATIONS OF CONDITIONS AFFECTING OPERATIONS

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

3.22 CONE OF SILENCE

This solicitation falls under Section 2-1 of the Code of Ordinances of the City of Sunrise,

Florida, known as the Cone of Silence. After a Bid is opened, a person as defined in Section 2-1 may not seek information or clarification or in any way contact any official or employee of the City concerning this Bid with the exception of the City Attorney, the Procurement Manager or the contact person specifically designated in this Bid. A copy of any written communication shall be filed with the Purchasing Office and shall be made available to the public upon request. A violation of the Cone of Silence renders any award voidable at the sole discretion of the City Commission and may subject the Contractor to debarment in accordance with Section 2-1. Nothing in Section 2-1 prevents a Contractor or Contractor's representative from taking part in a public meeting concerning the Bid.

3.23 E-VERIFY – EMPLOYMENT ELIGIBILITY

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

SECTION 4 - TERMS AND GENERAL CONDITIONS

4.1 **INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City of Sunrise, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of Services under this Contract (1) provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, and (2) are caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable, **REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY CITY OF SUNRISE, ITS OFFICERS, AGENTS, VOLUNTEERS, OR EMPLOYEES.** The City of Sunrise reserves the right, but not the obligation, to participate in the defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the expiration or earlier termination of the Contract.

4.2 **INSURANCE REQUIREMENTS**

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

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

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

Pollution Legal and Remediation Liability. Contractor agrees to maintain Third-Party Pollution Legal and Remediation Liability at a limit of liability not less than \$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate. The Contractor agrees the policy shall include a minimum three (3) year discovery (tail) reporting period, and a retroactive date that equals or precedes the effective date of the Contract, or the performance of Work hereunder. In the event the policy is cancelled, non-renewed, switched to an occurrence form, retroactive date advanced, or any other event triggering the right to purchase a supplemental extended reporting period (SERP) during the life of this Contractor, Contractor agrees to purchase a SERP with a minimum reporting period not less than two (2) years. The requirement to purchase a SERP shall not relieve Contractor of the obligation to provide replacement

coverage. The Contractor agrees the Self-Insured-Retention shall not exceed \$25,000. This coverage may be provided on a Per-Project Basis. The Third-Party Pollution Legal and Remediation Liability shall be endorsed to include City as an Additional Insured.

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

Worker's Compensation Insurance & Employers Liability. Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability.

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

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

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

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

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

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

4.3 PATENTS AND ROYALTIES

The Bidder, without exception, shall indemnify and save harmless the City of Sunrise and its employees from liability of any kind including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process or article of manufacture 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.

4.4 INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL

- Not applicable to this bid.

The initial contract period shall be for three (3) years, commencing on the date of award or upon expiration of current contract, whichever is later. In addition, the City reserves the right to renew the contract for two (2) additional one (1) year periods, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City, contingent upon budget approval.

4.5 CONTRACT CONTINUITY / TRANSITIONAL PERIOD

In the event the services are scheduled to end either by Contract expiration or by termination by the City of Sunrise (at the City's discretion), the Bidder shall continue the services, if requested by the City, until new services can be completely operational. At no time shall this transitional period extend more than one hundred eighty (180) days beyond the expiration date of the existing Contract. The Bidder will be reimbursed for this service at the rate in effect when this transitional period clause is invoked by the City.

4.6 CONTRACTS OVERLAPPING FISCAL YEARS:

The City's fiscal year begins October 1 and ends September 30 of the following calendar year. When a Contract's terms extends beyond the fiscal year in which the Contract commences, the City will issue a new Purchase Order to cover its needs for the balance of the fiscal year and a new purchase order will be issued to correspond with the remaining months of the Contract that extends into the next fiscal year. Issuance of a new Purchase Order shall be subject to the availability of budgeted funds.

4.7 TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS

City is a bona fide governmental entity of the State of Florida with City's fiscal year ending on September 30 of each calendar year. If City does not appropriate sufficient funds to purchase the quantities required under this Agreement for any of the City's fiscal years subsequent to the one in which the Agreement is executed and entered into, then this Agreement shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of City's obligation under this Agreement were last appropriated by City and City shall not, in this sole event be obligated to make any further purchases beyond said fiscal year.

4.8 TERMINATION FOR CAUSE

This Agreement may be terminated by either party upon three (3) calendar days written notice to the other party, should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event the Contractor abandons this Agreement or causes it to be terminated by the CITY, the Contractor shall indemnify the CITY against any loss pertaining to this termination. In the event that the Contractor is terminated by the CITY for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 4.9 and the provisions of Section 4.9 shall govern.

4.9 TERMINATION FOR CONVENIENCE

A Contract resulting from this Bid may be terminated by the City without cause upon thirty (30) days written notice to the Vendor. In the event of such a termination without cause, the Vendor shall be compensated for all services performed to the City's satisfaction, together with reimbursable expenses incurred. In such event, the Vendor shall promptly submit to the City its invoice for final payment and reimbursement under the terms of this Contract.

4.10 TERMS RELATING TO PRICE

Unless otherwise noted by the City, all prices shall be firm through the period of the Contract or purchase order and shall not be subject to increase. In the event of a manufacturer's or Vendor's price decrease during the Contract period, the City shall receive the full benefit of such price reduction on any undelivered goods or services on an existing purchase order and on any subsequent order placed during the Contract period. The Director of Purchasing must be notified in writing of any price reduction within five (5) days of the effective date. Failure to report price reductions may result in cancellation of Contract for cause, pursuant to these Terms and Conditions.

- In the event of a manufacturer's price increase during the Contract period, the Vendor shall submit proof from the manufacturer of said increase, and the City may accept the price increase at the time of Contract renewal, or terminate or re-bid the Contract, in whole, or in part, whichever is in the best interest of the City.
- The cost of all services as bid herein shall remain firm for the initial 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, unless the prior written approval of the City is obtained.

4.12 PAYMENT/BILLING INSTRUCTIONS

Payment will be made by the City after the items or services awarded have been, received, inspected, found to comply with award specifications, are free of damage or defect and are properly invoiced.

Invoices, unless otherwise indicated, must show Purchase Order Number and shall be submitted in duplicate to:

CITY OF SUNRISE,
 Finance Department
 10770 West Oakland Park Blvd.
 Sunrise, FL 33351

The City shall pay Contractor for work performed in accordance with §218.70, et seq., Florida Statutes, the Local Government Prompt Payment Act, after receipt of Contractor’s proper invoice. To be deemed proper, each invoice must comply with all statutory terms and all requirements specified by the City in its contract and / or purchase order. If a payment request or invoice does not meet the contract / agreement / purchase order requirements, the City will reject the payment request or invoice as specified in accordance with §218.70, et seq., Florida Statutes. The rejection will be written and will specify the deficiency and the action necessary to make the payment request or invoice proper.

The City is exempt from Federal and State Taxes for tangible personal property. The City will provide an exemption certificate to the Vendor upon request. The Vendor is not exempt from paying sales tax to the suppliers for materials to fulfill Contractual obligations with the City, nor is Vendor authorized to use the City’s tax exemption Number in securing such materials.

4.13 PUBLIC ENTITY CRIMES

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

a bid shall constitute an affirmative representation of the Contractor to the City that the Contractor is aware of the Statute and in full compliance thereof.

4.14 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT

If applicable, Vendor certifies that all material, equipment, etc. contained in the bid meets all O.S.H.A. requirements. Bidder further certifies that if he/she is the successful Bidder, and the material, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by Vendor.

4.15 SAFETY DATA SHEETS (SDS)

In compliance with federal standards and regulations listed under OSHA 29 CFR 1910.1200 Hazard Communication Standard with adopted Globally Harmonized System of Classification and Labeling of Chemicals when applicable, any item delivered from a Contract resulting from this bid must be accompanied by a Safety Data Sheet (SDS), if applicable. The SDS must contain the following information: 1. Product identifier used on the label and any other common names or synonyms by which the substance is known. 2. Hazard Identification and the appropriate warning information associated with those hazards. 3. Composition/Information on Ingredients in the product. 4. First-Aid Measures for initial care to individuals who have been exposed to the chemical. 5. Fire-Fighting Measures for fighting a fire caused by the chemical. 6. Accidental Release Measures with recommendations on appropriate spill, leak, or release response. 7. Handling and Storage for safe practice and conditions. 8. Exposure Controls/Personal Protection indicating exposure limits, engineering controls, and personal protective measures that can be used to minimize worker exposure. 9. Physical and Chemical Properties of the substance or mixture. 10. Stability and Reactivity information of the chemical. 11. Toxicological Information identifying health effects and toxicology of the chemical.

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

Not applicable to this bid.

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

Sec. 12-11. - Construction sites.

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

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

4.17 NO DAMAGES FOR DELAY

The CONTRACTOR shall not be entitled to any claim for damages including, but not limited to, loss of profits, loss of use, home office overhead expenses, equipment

rental and similar costs, on account of delays in the progress of the Project from any cause whatsoever including an act or neglect of the CITY, adverse weather conditions, and act of God, strike, war or national disaster or emergency, unusual delay in deliveries, unusual delay in procuring permits, differing site conditions, unavoidable casualties or other causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY, or by other causes which the CONTRACTOR determines may justify delay. The CONTRACTOR'S sole recovery and sole remedy for any such delay shall be a reasonable extension of time and a revision to the Project Schedule as determined by the CITY. However, additional costs to the CONTRACTOR or delays in the CONTRACTOR'S performance caused by improperly timed activities shall not be the basis for granting a time extension. If the CONTRACTOR wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the CITY within ten (10) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The CITY'S representative shall determine whether or not the CONTRACTOR is entitled to a time extension for the delay. The failure of the CONTRACTOR to give such notice shall constitute a waiver of any claim under this section.

4.18 GOVERNING LAW AND VENUE

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

4.19 DISCRIMINATORY VENDOR LIST

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

4.20 SCRUTINIZED COMPANY

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

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

Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Contract if Contractor is found to have submitted a false

certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria.

4.21 PUBLIC RECORDS LAW

The CONTRACTOR shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the CONTRACTOR and this Contract are subject to the requirements in Section 119.0701, Florida Statutes, the CONTRACTOR shall: (a) keep and maintain public records required by the City to perform the services provided hereunder; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Contract and following completion of this Contract if the CONTRACTOR does not transfer the records to the City; and (d) upon completion of the Contract, transfer, at no cost, to the City all public records in the possession of the CONTRACTOR or keep and maintain public records required by the City to perform the service. If the CONTRACTOR transfers all public records to the City upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. If the CONTRACTOR fails to comply with the requirements in this Section 4.19, the City may enforce these provisions in accordance with the terms of this Contract. If the CONTRACTOR fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954/746-3333), e-mail (CityClerk@[sunrisefl.gov](mailto:CityClerk@sunrisefl.gov)), or mail (City of Sunrise, Office of the City Clerk, 10770 West Oakland Park Boulevard, Sunrise, Florida 33351).

4.22 NONDISCRIMINATION

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

4.23 ELECTRONIC RECORD KEEPING

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

4.24 COMPLIANCE WITH LAWS

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

4.25 E-VERIFY – EMPLOYMENT ELIGIBILITY

4.25.1 Contractor warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. Contractor (1) has registered with and uses the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) has verified that all of the Contractor's subcontractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

4.25.2 Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

4.25.3 City shall terminate this Contract if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If City has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, City shall notify Contractor to terminate its contract with the subcontractor and Contractor shall immediately terminate its contract with the subcontractor.

4.25.4 If City terminates this Contract pursuant to the subsection 4.25.3 above, Contractor shall be barred from being awarded a future contract by City for a period of one (1) year from the date on which this Contract was terminated. In the event of such Contract termination, Contractor shall also be liable for any additional costs incurred by City as a result of the termination.

4.26 FOREIGN GIFTS AND CONTRACTS

Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of \$50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Contractor represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to City before execution of this Contract, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Contract.

4.27 OUT OF STATE VENDORS

Pursuant to Fla. Stat. §607.1503, a foreign corporation should register with the State of Florida to transact business in the State of Florida. A link to the Florida Division of Corporations' website has been provided for convenience
<https://dos.myflorida.com/sunbiz/>

4.28 Prohibited Telecommunications Equipment

Contractor represents and certifies that it and all its subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Contractor represents and certifies that it and all its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Contract.

4.29 Antitrust Violations

The Contractor has a continuous duty to disclose to the City if it or any of its affiliates (as defined by Section 287.137(1)(a), Florida Statutes) are placed on the Antitrust Violator Vendor List. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Contract, Contractor certifies that neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Contract. False certification under this paragraph or being subsequently added to that list will result in termination of this Contract, at the option of the City consistent with Section 287.137, Fla. Stat. as amended.

SECTION 5 - BID SUBMISSION CHECK LIST

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

BEFORE SUBMITTING YOUR BID, MAKE SURE YOU...

- _____ 1. Carefully read the SPECIFICATIONS.
- _____ 2. Properly fill out the BID SHEET and CERTIFICATION PAGE (Schedule "A").
- _____ 3. Fill out and sign the NON-COLLUSION AFFIDAVIT (Schedule "B") and have it properly notarized.
- _____ 4. Sign the VENDOR DRUG FREE STATEMENT (Schedule "C").
- _____ 5. Fill out the VENDOR QUALIFICATION STATEMENT (Schedule "D"), if required.
- _____ 6. Include WARRANTY INFORMATION FORM AND EXHIBITS (Schedule "E"), if required.
- _____ 7. CHECK THE INSURANCE and LICENSE requirements to be sure you comply, and submit PROOF of INSURANCES or LICENSES, if required, with your Bid (Schedule "F").
- _____ 8. Complete STATEMENT OF NO BID (Schedule "G"), if applicable.
- _____ 9. Submit Electronically.
- N/A 10. Include a Bid Bond, if applicable.
- _____ 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
BID SHEET & CERTIFICATION**

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

Item No.	Description	Qty	UOM	Unit Cost	Total Monthly Cost	Total Extended Annual Cost for all Wells
1	Monthly Monitoring / Testing of Wells, as specified herein	6	Each Well	\$ _____ <i>(cost of EACH well per MONTH)</i>	\$ _____ <i>(cost of ALL Wells per MONTH)</i>	\$ _____ <i>(cost of ALL wells ANNUALLY)</i>

Item No.	Description	Qty	UOM	Unit Cost	Total Extended Cost
2	Chemical Treatments, as specified herein	52	Each	\$ _____/ea	\$ _____
3	Complete Well Rehabilitation, as specified herein	13	Each	\$ _____/ea	\$ _____
4	Calibration of Well Flow Meters	16	Each	\$ _____/ea	\$ _____
5	Non-Emergency Response (per hour) – See Sections G and H in Specifications	350	Hour	\$ _____/hr	\$ _____
6	Emergency Response (per hour) - See Sections G and H in Specifications	50	Hour	\$ _____/hr	\$ _____

TOTAL BID OFFER (Items 1 through 6): \$ _____

(Written Amount)

BID TITLE: Annual Wellfield Maintenance

BID NUMBER: 23-45-09-VH

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

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

If applicable, would you extend the prices bid herein to other municipalities? Award of bid is not contingent upon concurrence with this offer to other municipalities. Yes: _____ No: _____

ADDENDUM RECEIPT

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

ADDENDUM NO: _____/DATE _____ ADDENDUM NO: _____/DATE _____

ADDENDUM NO: _____/DATE _____ ADDENDUM NO: _____/DATE _____

Vendor Name

Name of Authorized Person

**SCHEDULE "A"
(Continued)**

I, the undersigned hereby agree to furnish the items and / or services described in this Invitation for Bid. I certify that I have read the entire document, including the Specifications, Requirements, Terms & Conditions and Schedules, and agree to furnish the items and services under the requirements of the Bid.

I also certify that this Bid is submitted without prior understanding, agreement, or connection with any corporation, firm or person submitting a Request for Submittal for the same materials, services, and supplies and is in all respects fair and without collusion or fraud.

The Respondent certifies by his/her signature that the person signing this Certification is authorized to bind the firm by their signature.

Company Name:

Address _____

City _____ State _____ Zip _____

Phone# _____ Fax# _____ E-Mail _____

Signature: _____ Title _____

Printed Name: _____

FEID or Social Security No. _____

SOCIAL SECURITY NUMBER COLLECTION DISCLOSURE STATEMENT

Please be advised that pursuant to Section 119.071(5) (a) 2.a., Florida Statutes, the City of Sunrise ("City") discloses that the City requests your social security number for the purpose of payroll eligibility verification, processing employment benefits, income reporting, tax reporting, background checks on employee applicants, advisory board applicants and other City program volunteers. Social security numbers are also used as a unique numeric identifier and may be used for search purposes.

**SCHEDULE "B"
CITY OF SUNRISE
NON-COLLUSION AFFIDAVIT**

This affidavit is to be filled in, executed and notarized by the Bidder. If the bid is made by a Corporation, then it should be executed by its Chief Officer. This document MUST be submitted with the bid.

STATE OF _____)
) SS
COUNTY OF _____)

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

1. He/she is the _____ (Owner, Partner, Officer, Representative or Agent) of the Bidder that has submitted the attached Bid.
2. He/she is fully informed with respect to the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid.
3. Said Bid is made without any connection or common interest in the profits with any other persons making a Bid for the said commodities/services. Said Bid is on our part in all respects fair and without collusion or fraud. No head of any department, any employee or any officer of the City of Sunrise is directly or indirectly interested therein. If any relatives are employed by the City, indicate name and relationship below.
4. Under penalty of perjury, I certify that the information presented in this Affidavit is true and accurate. The undersigned further understands that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in disqualification from submitting bids, and/or referral to criminal law enforcement. The information provided is subject to verification by the City of Sunrise.
5. I understand that Florida Statutes Chapter 817 provides that willful false statements or misrepresentation is a misdemeanor of the first degree punishable by fines or imprisonment provided under Florida Statutes §775.082 or 775.83. I further understand that any willful misstatement of information will be grounds for disqualification. I certify, under oath, that the information provided is true and correct.

Name: _____ Relationship: _____
Name: _____ Relationship: _____

Company Name: _____

Bidder's Authorized Signature: _____

STATE OF FLORIDA
COUNTY OF BROWARD

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

Signature of Notary Public – State of Florida (SEAL)

Print, type or stamp commissioned name of Notary Public

Personally Known OR Produced Identification

Type of Identification Produced _____

**SCHEDULE "C"
CITY OF SUNRISE**

BIDDER'S DRUG - FREE WORKPLACE CERTIFICATION

Preference may be given to Vendors submitting a certification with their bid/Bid certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL SUBMISSIONS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids, Bids or replies which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or Contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied Vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this Vendor complies fully with the above requirements.

I hereby certify that the company submitting this Bid has established a Drug Free work place program in accordance with State Statute 287.087

VENDOR'S SIGNATURE

COMPANY'S NAME

SCHEDULE "D"
CITY OF SUNRISE
BIDDER'S QUALIFICATION STATEMENT

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

Company Name: _____

Address: _____
_____ Street _____ City _____ State _____ Zip Code

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

Mail: _____

Web Site: _____

How many years has your organization been in business under its present name? _____ Yes

If Bidder is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute:

Under what former names has your business operated? :

At what address was that business located?

Are You Certified? Yes _____ No _____ If Yes, ATTACH COPY OF LICENSE

Are You Licensed? Yes _____ No _____ If Yes, ATTACH COPY OF LICENSE

Has your company or its senior officers ever declared bankruptcy?

Yes _____ No _____ If yes, explain:

Are you a sales representative, _____ distributor, _____ broker, _____ manufacturer _____ of the commodities/services bid upon?

Have you ever received a Contract or a Purchase Order from the City of Sunrise or other government entity? Yes _____ No _____ If Yes, explain (date, service/project, bid title, etc.) _____

Have you ever received a complaint on a Contract or bid awarded to you by any government entity? Yes _____ No _____ if yes, explain:

Have you ever been debarred or suspended from doing business with any government entity?
Yes _____ No _____ If Yes,
explain _____

Please identify each incident within the last five (5) years where a civil, criminal, administrative, other similar proceeding was filed or is pending; if such proceeding arises from or is a dispute concerning the Consultant's rights, remedies or duties under a Contract for the same or similar type services to be provided under this Bid:

(Attach additional sheets as necessary)

SCHEDULE "D"
(Continued)
REFERENCES:

List all pertinent government agencies and private firm(s) with whom you have done business within the past three (3) years:

Agency/Firm Name: _____
Address: _____

Agency/Firm Name: _____
Address: _____

City/State/Zip Code: _____

City/State/Zip Code: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

Contact: _____

Contact: _____

E-Mail: _____

E-Mail: _____

Agency/Firm Name: _____

Agency/Firm Name: _____

Address: _____

Address: _____

City/State/Zip Code: _____

City/State/Zip Code: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

Contact: _____

Contact: _____

E-Mail: _____

E-Mail: _____

Agency/Firm Name: _____

Agency/Firm Name: _____

Address: _____

Address: _____

City/State/Zip Code: _____

City/State/Zip Code: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

Contact: _____

Contact: _____

E-Mail: _____

E-Mail: _____

YOUR COMPANY NAME _____

ADDRESS _____

PHONE: _____ FAX: _____

EMAIL: _____

**SCHEDULE "E"
CITY OF SUNRISE**

WARRANTY INFORMATION FORM

ALL BLANKS SHOULD BE FILLED IN AND SUBMITTED WITH BID
MINIMUM WARRANTY SHALL BE AS SPECIFIED HEREIN

MAKE AND MODEL OF ITEM PROPOSED:

DOES WARRANTY APPLY TO ENTIRE PACKAGE OR ONLY TO SPECIFIC PARTS? (State Explicitly)

DOES WARRANTY INCLUDE LABOR FOR REPLACEMENT OF DEFECTIVE PARTS?

_____ YES _____ NO

WARRANTY PERIOD FOR PARTS

REPLACEMENT _____

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

PERIOD? _____

TELEPHONE: _____ FAX: _____

EMAIL: _____

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

TELEPHONE: _____ FAX: _____

EMAIL: _____

A COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH:

_____ YES _____ NO

NAME OF BIDDER: _____

SIGNATURE AND TITLE: _____

TELEPHONE: _____ FAX: _____

DATE: _____

SCHEDULE "F"
CITY OF SUNRISE

PROOF OF INSURANCE, REQUIRED LICENSES AND CERTIFICATIONS

ATTENTION BIDDER:

ATTACH TO SCHEDULE "F":

1. PROOF OF INSURANCE AS SPECIFIED HEREIN
2. COPIES OF LICENSES, IF APPLICABLE
3. IRS FORM W-9

NOTE: Only the successful Bidder shall be required to provide a Certificate of Insurance naming the City of Sunrise as additional insured.

**SCHEDULE "G"
CITY OF SUNRISE**

STATEMENT OF NO BID

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

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

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

- _____ Specification too "tight," i.e., geared toward one brand or manufacturer only (explain below).
- _____ Insufficient time to respond to the Invitation for Bid.
- _____ We do not offer this product or an equivalent.
- _____ Our product schedule would not permit us to perform.
- _____ Unable to meet specifications.
- _____ Unable to meet Bond requirements.
- _____ Specification unclear (explain below).
- _____ Other (specify below).

REMARKS:

COMPANY NAME: _____

SIGNATURE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

E MAIL: _____