



City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060
(954) 786-4098 (954) 786-4168 Fax

REQUEST FOR QUOTATION #Q-15-009T
“SAFETY CONES”

December 19, 2014

The City of Pompano Beach is currently accepting quotes to establish an annual contract for **“Safety Cones”** as per attached specifications.

The orders will be placed on an as-needed basis. Stated quantities are based on estimated annual usage and are subject to change. The contract period will be **December 29, 2014 through December 30, 2015**. The City reserves the right to renew this agreement for two (2) additional one year periods subject to vendor acceptance, satisfactory performance, and determination that renewal will be in the best interest of the City. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

Please quote your best price F.O.B. Delivered – Pompano Beach, Florida. All blanks on attached are to be filled in, and all papers are to be returned to the Purchasing Office in order for your quote to be considered. The quote must be signed on the appropriate line and dated. **Award** will be based on the **TOTAL PRICE BID..**

Please mail, bring in, or fax your quote to my attention Tammy Thompkins, to the City of Pompano Beach, Purchasing Office, 1190 NE 3 Ave., Bldg. “C” (front), Pompano Beach, FL 33060 **no later than 5:00 p.m. on December 29, 2014**

<u>QTY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
300 ea	Safety Cones , 36” high, min. 12 lbs. weight, PVC construction, flow-molded cone - orange, “Work Area Protection”, or equal, w/reflective collars. (Central Stores #550.078.36030)	\$ _____	\$ _____

Please state **Manufacturer/Model #**: _____

Please state delivery time A.R.O.: _____

The minimum quantity to be ordered will be 100.

Please be advised that quantities are an estimate only of the annual usage.

Conflict of Interest: For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". If yes, give person(s) name(s) and position(s) with your business. (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.)

No ___ Yes ___ Name & position _____

Drug-Free Workplace: Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, 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. If bidder's company has a Drug-free Workplace Program as outlined in General Conditions, section 32., so certify below:

Yes, bidder has a drug-free workplace program ___ No _____

Bidder Name _____

Name & address of company submitting bid:

.....
.....
..... zip

Federal Employer Identification #:

Telephone number:

"Fax" number:

Email:

Acknowledgment of the following Addenda is noted:

Addendum Number(s) _____ Date(s) Issued

Manual signature of company officer:

**IMPORTANT!!! -- SIGN IN BOX ABOVE ↑, TYPE OR PRINT NAME
BELOW ↓**

Signer's name (typed or printed):

Title of signer:

SECTION III - GENERAL CONDITIONS

1. Submission and Receipt of Bids/Quotations
 - 1.1. Bidders must use the form furnished by the City.
 - 1.2. Bids having any erasures or corrections should be initialed by the bidder in ink. Bid should be typewritten or filled in with pen and ink. Manual signature must be in ink.
 - 1.3. It will be the sole responsibility of the bidder to have their bid delivered to the Purchasing office before the closing hour and date shown for receipt of bids/quotations.
 - 1.4. The envelope containing your bid/quotation should show the following information:
 - 1.4.1. Your return mailing address in the upper left-hand corner.
 - 1.4.2. Request for Quotation Number and Title - write or type the number and title that appears on the first page of the quotation request.
 - 1.5. Submit your bid/quotation to the Purchasing office at the following address:

 City of Pompano Beach
 Purchasing Division
 1190 N.E. 3rd Avenue, Building C
 Pompano Beach, FL 33060
 - 1.6. Late bids/quotes will not be considered.
 - 1.7. Quotations transmitted by facsimile will be accepted. The Purchasing office fax number is (954) 786-4168.
2. Completion of Bid/Quote Forms

 Bidder is to fill in all of the blank spaces on the bid/quote form and return all pages.
3. Signature Required

 All bids must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. **UNSIGNED BIDS CANNOT BE CONSIDERED, AND WILL BE REJECTED.**
4. Prices to be Firm

 Bidder certifies that prices, terms and conditions in the bid will be firm for acceptance for a period of ninety (90) days from the date of bid/quote opening unless otherwise stated by the City. Bids may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Bids/quotes may be withdrawn after ninety (90) days only upon written notification to the City.

5. Extensions

 If there is an error in extensions (mathematical calculations), unit prices will prevail.
6. Delivery
 - 6.1. All items are to be bid F.O.B. delivered with freight charges prepaid and included, to designated addresses as specified by the City on it's purchase order(s) or in letter(s) of authorization.
 - 6.2. Bidder must state specific number of calendar days required for delivery of each item bid in appropriate space on the bid/quote pages for consideration of award of this bid/quote.
 - 6.3. Delivery time will be a factor for any orders placed as a result of this bid. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default. (See Section 10.)
7. Signed Bid Considered an Offer

 This signed bid/quote is considered an offer on the part of the bidder, which offer shall be considered accepted upon approval by the City. The City of Pompano Beach will issue a purchase order or a letter of authorization to the successful bidder, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein.

 In the event of default on the part of the bidder after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.
8. Quality

 All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest grade workmanship unless otherwise specified in this bid/quote by the City.
9. Brand Names

 Whenever proprietary names are used, (whether or not followed by the words "or approved equal"), the item(s) will be subject to acceptance and/or approval by authorized City personnel, and said personnel will deem it their prerogative to select the item(s) which are lowest bid, item by item, meeting specifications from the information furnished by the bidder with the bid/quote and/or sample inspection or testing of the item(s) called for herein.

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| <p>10. Default Provisions</p> <p>In the event of default by the bidder, the City reserves the right to procure the item(s) bid from other sources and hold the bidder responsible for excess costs incurred as a result. A contractor who defaults on a City contract may be banned from doing business with the City for a period of 36 months from the date of default.</p> | <p>17. Conflict of Instructions</p> <p>If a conflict exists between the General Conditions and instructions contained herein, and the Specific Conditions and instructions contained herein, the specifics shall govern.</p> |
| <p>11. Samples</p> <p>Samples, when requested, must be furnished at, or before, bid/quote opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at bidder's request, be returned within thirty (30) days of bid/quote award at bidder's expense. If requested by the City, samples and/or inspection of like items are to be made available in the southeast Florida area.</p> | <p>18. Exceptions to Specifications</p> <p>For purposes of evaluation, bidder must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the bidder that are required to be signed by the City. If exceptions are not stated by the bidder, in his bid/quote, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the bidder on an attachment included with his bid/quote. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.</p> |
| <p>12. Acceptance of Materials</p> <p>The material delivered as a result of this bid/quote shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.</p> | <p>19. Warranties</p> <p>The City of Pompano Beach will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the product(s) offered. Proposals will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete manufacturer's warranty statement should be submitted with the bid.</p> |
| <p>13. Manufacturers' Certifications</p> <p>The City reserves the right to obtain separate manufacturer certification of all statements made in the bid/quote.</p> | <p>20. Retention of Records and Right to Access Clause</p> <p>The successful bidder shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five (5) years after termination of this contract; or if an audit has been initiated and audit findings have not been resolved at the end of these five (5) years, the records shall be retained until resolution of audit finding.</p> |
| <p>14. Copyrights and Patent Rights</p> <p>Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this bid/quote, and successful bidder agrees to hold the City harmless from any and all liability, loss or expense by any such violation.</p> | <p>21. Facilities</p> <p>The City reserves the right to inspect the bidder's facilities at any time, without prior notice.</p> |
| <p>15. Laws and Regulations</p> <p>All applicable laws and regulations of the Federal government, the State of Florida, and ordinances of the City of Pompano Beach will apply to any resulting bid/quote award.</p> | <p>22. Anti-collusion Statement</p> <p>By submitting this bid, the bidder affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a bid for the same materials, supplies, or equipment, and that this bid is in all respects fair, and without collusion or fraud.</p> |
| <p>16. Taxes</p> <p>The City of Pompano Beach is exempt from any taxes imposed by the State and Federal government. Exemption certificates will be provided upon request. State sales tax exemption certificate #16-08-196489-54C and Federal exemption tax #59-74-0083K apply and appear on each purchase order.</p> | <p>Additionally, bidder agrees to abide by all conditions of this bid and certifies that they are authorized to sign this bid for the bidder. In submitting a bid to the City of Pompano Beach, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Pompano Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Pompano Beach. At the City's discretion, such assignment shall be made and become</p> |

- effective at the time the City tenders final payment to the bidder.
23. **Indemnification**
 Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.
24. **Reservation for Rejections and Award**
 The City reserves the right to accept or reject any or all bids/quotes or parts of bids/quotes, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified.
25. **Interpretations**
 Any questions concerning the conditions and specifications contained in this bid should be submitted in writing and received by the Purchasing Division no later than five (5) working days prior to the bid/quote opening. The City of Pompano Beach shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.
26. **Failure to Respond**
 If you elect not to bid/quote, please return enclosed "Statement of No Bid" card by the bid/quote due date, and state your reason(s) for not bidding. Failure to respond, either by submitting a bid/quote, or by submitting a "Statement of No Bid" card, three (3) times, will result in your name being removed from our mailing list.
27. **Bid/Quote Tabulations**
 Bidders who wish to receive a copy of the bid/quote tabulation should request it by enclosing a stamped, self-addressed envelope with their bid, or by requesting a tabulation be sent to their fax machine. Bid results will not be given out by telephone. The City does not notify unsuccessful bidders of contract awards.
28. **Assignment**
 Successful bidder may not assign or transfer this contract, in whole or part, without prior written approval of the City of Pompano Beach.
29. **Termination for Convenience of City**
- Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the successful bidder, the City may without cause and without prejudice to any other right or remedy, terminate the agreement for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the agreement is terminated for the convenience of the City the notice of termination to the successful bidder must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of the termination. Upon receipt of such notice, the contractor shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.
30. **Conflict of Interest**
 For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business.
 Indicate either "Yes" (a City employee is also associated with your business), or "No". If yes, give person(s) name(s) and position(s) with your business.
 No ___ Yes ___ Name & position _____
 (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.)
31. **Public Entity Crimes**
In accordance with Florida State Statute 287.133 (2)(a):
 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
32. **Governing Procedures**
 This bid/request for quotation is governed by the applicable sections of the City's General Services Procedures Manual. A copy of the manual is available for review at the City Purchasing office.
33. **Identical Tie Bids**
 In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality,

and service are received for the procurement of commodities or contractual service, 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 of 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.

If bidder's company has a Drug-free Workplace Program, so certify below:

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Bidder's Signature

34. Invoicing/Payment

All invoices should be sent to: City of Pompano Beach, Accounts Payable, P.O. Box 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes,

Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if bidder offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidders should state any payment discount in space provided on quote form.

35. Optional Contract Usage

As provided in Section 287.042(17), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

36. Non Discrimination

There shall be no discrimination as to race, color, religion, gender, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for, or purchase of, goods or services, or the subcontracting of work in performance of this contract.

37. Notice To Contractor

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

38. Public Records

1) Any material submitted in response to this solicitation will become a public document pursuant to Section 119.071, Florida Statutes. This includes material which the responding bidder/proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.071, Florida Statutes.

2.1) The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
- b. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

Bidder Name _____

- d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

- 2.2) The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth herein.

Bidder Name: _____

REQUEST FOR QUOTATION #Q-15-009T “ SAFETY CONES”

STATEMENT OF NO RESPONSE

If you do not intend to bid on this requirement, please complete and return this form by the bid opening deadline to the City of Pompano Beach Purchasing Division, Building C, 1190 N.E. 3rd Avenue, Pompano Beach, Florida 33060; this form may be faxed to (954) 786-4168. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your firm's name being removed from our mailing list.

WE, the undersigned, have declined to bid on this solicitation for the following reason(s):

- _____ We do not offer this product or an equivalent
- _____ Our workload would not permit us to perform
- _____ Insufficient time to respond to the Invitation for Bid
- _____ Unable to meet specifications (explain below)
- _____ Other (specify below)

Remarks _____

COMPANY NAME _____

ADDRESS/CITY/ZIP _____

TELEPHONE _____

SIGNATURE/TITLE _____

DATE _____