

SECTION 1-SPECIFICATIONS

SCOPE OF WORK:

The City of Sunrise is seeking a Qualified Contractor to furnish all labor, equipment and services, as specified herein, for installation and removal of thirty-four (34) holiday banners along Panther Parkway (also known as 136th Avenue). The City will supply banners with rods, straps and hardware. The Contractor shall install banners on light poles by November 15, 2006.

At the end of the holiday season, banners shall be removed and returned to the City of Sunrise within a 72 hour period. Holiday decorations shall be returned in a timely and orderly fashion to minimize damage to materials.

LOCATIONS FOR HOLIDAY BANNERS:

- 1. Panther Parkway (also known as 136th Avenue), Sunrise, FL**
Thirty-Four (34) Light Poles: Hang holiday banners with fiberglass 30” arms, stainless steel straps and associated hardware.

SECTION 2-TERMS & CONDITIONS

2.1. **Award:**

Award will be made on a Total Offer basis to the lowest responsive, responsible respondent on an all or none basis. In the event no Contractor quotes bids all items, the City may award on an item by item basis.

In the event the successful respondent's contract is terminated or cancelled for any reason, the City reserves the right to make an award to the next lowest responsive and responsible Respondent, or re-quote the entire contract or any part thereof, whichever is in the best interest of the City.

2.2. **Initial Contract Period and Contract Renewal:**

The initial contract period shall be for one (1) year, commencing on the date this contract is fully executed. In addition, the City reserves the right to renew the contract for two (2) additional one (1) year periods, under the same terms, conditions and specifications contingent upon Budget approval.

2.3 **Completion Time:**

Completion time for all services rendered shall be no later than November 15, 2006.

2.4. **Termination for Cause:**

If the Contractor shall fail to provide the goods or services under this agreement in a timely and proper manner, the City will advise the Contractor of their non-performance and afford the Contractor five (5) days to cure any deficiencies.

If the Contractor fails to cure the deficiencies within the above time frame, the City may terminate the right of the Contractor to continue under agreement and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any goods accepted by the City or any services performed by the Contractor under this agreement shall at the option of the City become the City's property and the Contractor shall be entitled to receive equitable compensation for any goods accepted or work completed to the satisfaction of the City. The Contractor, however, shall not thereby be relieved of liability to the City of damages sustained by the City by reason of any breach of the agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages can be determined. The Contractor shall not be held liable for damages under this article solely for reasons of delay if the delay is due to causes beyond its control and without its fault or negligence, but this shall not prevent the City from terminating this agreement because of such delay.

2.5. **Termination for Convenience:**

This agreement may be terminated by the City without cause upon thirty (30) day written notice to the Contractor. In the event of such a termination without cause, the Contractor shall be compensated for all services performed satisfactorily and prior to termination.

2.6. **Default:**

In the event of default on a contract, the City may immediately terminate said Contract.

2.7. **Site Visit:**

The Respondent is required, before submitting his/her proposal to visit the site of the proposed work and familiarize himself/herself with the nature and extent of the work, equipment, materials and labor required.

The Respondent is also required to examine, carefully, the specification and to inform himself/herself thoroughly regarding any and all conditions and requirements that may in any manner affect the work to be performed under this contract.

2.8. **Questions, Inquiries, Addenda and Modifications:**

Any addenda, modification or interpretation of the Quote Documents will be made in writing, and issued by the City, prior to the time and date of Quote Opening. Such written addenda or modifications shall be part of the Quote Documents and shall be binding upon each Respondent. No oral or verbal addenda or modifications shall be allowed nor shall any Respondent rely upon any oral or verbal addenda or modifications in preparing or submitting its quote. Respondents should direct all inquiries in writing, to the Purchasing Division, by fax, to (954) 572-2278. All inquiries must be received by the Purchasing Division no later than 12:00 p.m., **three (3) calendar days prior to the Quote opening.**

2.9. **Familiarity with Laws:**

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

2.10. **As Specified:**

A purchase order will be issued to the successful Contractor with the understanding that all items delivered must meet the specifications herein. Items delivered not as specified will be returned at no expense to the City, and the Contractor will be required to deliver items meeting specifications.

2.11. **Indemnification:**

In consideration of the separate sum of \$10.00 (which \$10.00 is the first \$10.00 of the Contract Price), the Contractor agrees to indemnify and hold free and harmless the City of Sunrise, its officials, employees and agents from or on account any and all suits, actions, or claims for injuries, losses, damages, liabilities, costs, or expenses, of any kind whatsoever, arising from this ensuing contract or which are incidental to or are in any way connected with this contract, regardless of negligence or omission of the Contractor or the Contractor's subcontractors, agents, or employees.

The indemnification provided herein shall obligate the Contractor to defend at the Contractor's own expense or to provide for such defense (as determined by the City of Sunrise), for any and all claims of liability and all suits, actions, or claims that may be incurred by the City of Sunrise, in consequence of actions or inactions relating to this contract. By execution of this contract, the Contractor agrees to comply with the foregoing

provisions of indemnity and also with the collateral obligation of insuring this indemnity, as set forth below.

2.12. **Insurance:**

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under any resulting contract.

All Contractors responding to this Quotation shall submit proof of the following insurance limits with their Quotation:

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

Commercial/Public/Comprehensive General Liability: Minimum limits of \$500,000 Per Occurrence Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations, Independent Contractors and products and/or Completed Operations, Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, specifically insuring the hold harmless clause of this contract. This insurance policy shall be considered primary to and not contributing with any insurance maintained by the City of Sunrise. The policy of insurance shall be written in an occurrence-based format.

Business Auto Policy: Comprehensive automobile liability insurance insuring Contractor in accordance with the laws of the State of Florida as to the ownership, maintenance and use of all owned, non-owned, leased or hired vehicles if there will be any use of vehicles by or on behalf of Contractor with the following minimum limits of liability: Minimum limits of \$500,000 Per Occurrence Combined Single Limit for Bodily Injury Liability and Property Damage Liability.

2.13. **Independent Contractor:**

The Contractor is an independent Contractor under this Agreement. Services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the Contractor.

2.14. **Licenses:**

All Contractors responding to this Quotation are to submit with their Quotation a copy of all necessary, if any, licenses required to complete the Project, as specified herein and as required by law, including occupational licenses.

2.15. **Permits and Fees:**

The Contractor shall procure and pay for all permits and licenses, charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the Work. The cost of all permits, fees, etc. shall be included in the Quotation price.

2.16. **Successors and Assigns:**

The Contractor shall not sell, transfer or assign the performance required by this quote without the prior written consent of the City. Any Award issued pursuant to this quote and the monies which may become due hereunder are not assignable, except with the prior written approval of the City.

2.17. **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 Contractor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact business with the City in excess of the threshold amount provided in S.287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted Contractor list." The submission of a quote shall constitute an affirmative representation of the Contractor to the City that the Contractor is aware of the Statute and in full compliance thereof.

2.18. **Compliance With Occupational Safety And Health Act:**

Contractor certifies that all material, equipment, etc. contained in this quote meets all O.S.H.A. requirements. Contractor further certifies that if it is the successful respondent, 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 the Contractor.

2.19 **Emergencies:**

In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the City or the City's authorized representative, is obligated to immediately act to prevent threatened damage, injury, or loss. The Contractor shall give the City's authorized representative(s) written documentation within three (3) days from the inception of said emergency if the Contractor believes that any significant changes in the Work or variations from the contract documents have been caused thereby. If the City's authorized representative determines that a change in the contract documents is required because of action taken by the Contractor in response to such an emergency, a Change Order will be issued to document the consequences of such action. The Contractor shall provide response to emergency situations, within a reasonable time, twenty-four (24) hours per day, seven (7) days per week. A list indicating, who to contact and telephone number for emergency situations shall be provided to the City by the Contractor.

**CITY OF SUNRISE
QUOTE SHEET**

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

Item No.	Unit of Measure	Description	Total
1	Job	Installation and removal of holiday banners, as specified herein.	\$ _____

Total Quote Offer (Item 1): _____

(Written Amount)

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

Addendum Receipt: Contractor shall acknowledge below the receipt of any and all addenda, if any, by listing the Addenda No. and date of issuance.

Addendum No: _____ Date _____

Company Name: _____

Authorized Signature: _____

Printed Name: _____

CITY OF SUNRISE
CERTIFICATION

THIS DOCUMENT MUST BE SUBMITTED WITH THE QUOTE

The following certifies that this Quotation Request is submitted without prior understanding, agreement, or connection with any corporation, firm or person submitting a Quotation Request for the same materials, services, and supplies and is in all respects fair and without collusion or fraud.

The Contractor certifies by his/her signature below that this response is current, accurate, complete and is presented to the City for the performance of this contract in accordance with all the requirements as stated in this Quotation Request, and that the person signing this Certification is authorized to bind the firm by their signature.

Name (Print): _____

Title: _____

Signature: _____

Company Name: _____

Address: _____

Phone _____ **Fax:** _____

FEID No. or Social Security No. _____

Please affix corporate seal or have this Certification notarized below.

Notary-Full Name

Notary Expiration & Seal

Date: _____

OR:

(Corporate seal)

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: _____

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

Agency/Firm Name: _____
Address: _____

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

Agency/Firm Name: _____
Address: _____

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

Agency/Firm Name: _____
Address: _____

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

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

STATEMENT OF NO-QUOTE

NOTE: If you do not intend to quote 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 Contractors for the City of Sunrise. Please indicate quote name and number on the outside of the envelope. Thank you.

FAX TO: CITY OF SUNRISE
954-572-2278
4747 NOB HILL ROAD, SUITE 6
SUNRISE, FL 33351
ATTN: HOLLY RAPHAELSON

We, the undersigned have declined to quote 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 Quote.
- _____ 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: _____

TELEPHONE NUMBER: (_____) _____

FAX NUMBER: (_____) _____