



**CITY OF SUNRISE**

**QUOTATION REQUEST**

**Quote No. Q(04) A-18**

**Quote Title: Armored Car Transportation  
Services**

Alicia Shand: Purchasing Specialist	Phone: (954) 572- 2274 Fax: (954) 572-2278
<b><u>Quote Due: June 16, 2004 at 2:00 PM</u></b>	

Quotations are hereby solicited for the following City of Sunrise project:

The City of Sunrise is seeking a licensed and qualified Contractor to provide Armored Car Transportation Services for sealed shipments said to contain monies, checks, and/or securities from City Hall and designated satellite City offices to local banks.

Quotations must be received at the office of the Purchasing Division no later than June 16, 2004, at 2:00 PM.

No quotes will be received, accepted, or considered after said time and date, unless the City, in its sole discretion reasonably exercised, elects to extend the time for submission and receipt of quotes. Quotes may be faxed to (954) 572-2278, Attention: Alicia Shand or hand delivered to Purchasing Division, 4747 Nob Hill Road, Suite 6, Sunrise, FL 33351, or mailed to CITY OF SUNRISE, Purchasing Division, 10770 W. Oakland Park Blvd, Sunrise, FL 33351, Attention: Alicia Shand.

All quotes shall remain valid for ninety (90) days after submission.

## SECTION 1 - SPECIFICATIONS

### 1. SCOPE OF SERVICES

The City of Sunrise is seeking a licensed and qualified Contractor to provide Armored Car Transportation services for sealed shipments said to contain monies, checks, and/or securities from City Hall and designated satellite City offices to local banks. This will include: currency and coin, wire transfer request letters, delivery of receipted deposit tickets, bank statements and other correspondence between the bank and the City, and the transportation of negotiable securities or other items of value.

A single shipment, as defined in this quotation, shall be deemed to mean any sealed item or items received by Contractor at the same time at one location from a single City Location, which is or are the subject of consignment for delivery to one other location of a single consignee.

The following holidays will be observed: New Year’s Day, Martin Luther King Jr. Day, President’s Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, day after Thanksgiving Day, and Christmas Day. Holiday service shall be available upon request for an additional pick-up/delivery charge.

### 2. SPECIFICATIONS

<b>ITEM NO.</b>	<b><u>SERVICE SPECIFICATIONS/ LOCATIONS:</u></b>
1.	City Hall, 10770 W. Oakland Park Blvd., Sunrise, FL (Pick-up and deposit five (5) times a week to Bank of America, 7770 W. Oakland Park Blvd., Sunrise, FL)
2.	New River Civic Center, 60 Weston Road, Sunrise, FL (Pick-up and deposit five (5) times a week to Bank of America, 1381 Weston Road, Weston, FL)
3.	Village Civic Center, 6800 Sunset Strip, Sunrise, FL (Pick-up and deposit five (5) times a week to Bank of America, 3030 Davie Blvd., Ft. Lauderdale, FL)
4.	Delivery to City of Sunrise locations from designated banks of conjunctive change as per paragraph C listed below. This is done approximately 1 per week and delivery can be made back to the City on the second day.

- A. Delivery of shipments five (5) times per week for Items 1, 2, and 3 locations for either:
1. Same day deposit of no later than (2:00 PM) and credit.
  2. For deposit with next day credit.

The Bank of America branch locations listed above currently accept the City of Sunrise's deposits.

- B. Price can also be quoted for a deposit to the closest Bank of America vault. The vault is located in Miami and can be done with three (3) separate runs, or as one (1) run for all three (3) locations.
- C. Conjunctive change delivery from bank(s) if needed.
- D. The City reserves the right to add to the services specified in this quote, or to delete any portion of the resulting Contract, at any time, and if such right is exercised by the City the total fee shall be increased or decreased in the same ratio as the service is to the monthly flat rate quoted by Contractor and accepted by the City.

### **3. CONTRACTOR REQUIREMENTS**

- A. Maximum Liability will be \$100,000 for each shipment to designated banks.
- B. Maximum Liability will be \$10,000 for each shipment from designated banks to specified City of Sunrise locations.
- C. Contractor agrees to assume the liability for loss of any shipment up to and including the respective maximum amounts set forth in Paragraphs A and B of this Section. Contractor's liability shall commence at the time when any shipment has been accepted from any City authorized location and received into Contractor's possession. The Contractor shall receipt the shipment and liability shall terminate when same has been delivered to the designated consignee or returned to the consignor in the event that delivery cannot reasonably be made.  
It is specifically understood and agreed that Contractor's maximum liability for any loss of any shipment is up to (but not exceeding) the aforesaid liability notwithstanding anything to the contrary contained in any invoice, receipt or other document delivered by Contractor relating to any shipment transported under this Agreement, unless otherwise agreed to in writing by both parties.
- D. Contractor shall have no responsibility to ascertain the content of any shipment received by Contractor, and assumes no liability for any shortage claimed within any distinctively and securely sealed shipment. In the event any shipment is delivered to Contractor either not distinctively and securely sealed or is closed and fastened with a lock device operated by a key or combination, Contractor shall in no event be liable for any shortage claimed within any shipment.

## **SECTION 2 – ADDITIONAL REQUIREMENTS**

- 1. The Contractor shall have a minimum of three (3) years experience and qualified trained personnel. Guards shall be uniformed and armed.

2. The Contractor shall provide a current list of at least three (3) references, including all governmental agencies.

### **SECTION 3 - ATTACHMENTS**

1. Standard Draft Contract, Exhibit A. The successful Contractor will be required to enter into a Contract upon award.

## **SECTION 4 - TERMS AND GENERAL CONDITIONS**

1. **Award:**

Award will be on a Total Offer basis for all locations for same day credit to the lowest responsive, responsible respondent on an all or none 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. **Initial Contract Period and Contract Renewal:**

The initial contract period shall be for the period of one (1) year, commencing upon date of issuance of purchase order for this award. The City reserves the right to renew the contract for two (2) additional one (1) year periods under the same terms, conditions and specifications.

3. **Time for Completion/Delivery Response Time:**

Delivery shall be five (5) times per week for the locations listed herein. The Quotation Sheet requests same day delivery of no later than (2:00 P.M.) and credit, or for deposits with next day credit. 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.

4. **FOB Point:**

All prices quoted shall be F.O.B. destination; freight prepaid (unless otherwise stated herein) and delivered to the City's specified location(s).

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 vendor 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 ninety (90) days beyond the expiration date of the existing contract. The vendor will be reimbursed for this service at the rate in effect if the transitional period clause is invoked by the City.

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.

7. **Termination for Governmental Non-Appropriation:**

See Exhibit A, Standard Draft Contract, Paragraph 7.

8. **Termination for Cause:**

See Exhibit A, Standard Draft Contract, Paragraph 8.

9. **Termination for Convenience:**

See Exhibit A, Standard Draft Contract, Paragraph 9.

10. **Default:**

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

11. **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. Ignorance on the part of the respondent shall in no way relieve them from responsibility

12. **Indemnification:**

See Exhibit A, Standard Draft Contract, Paragraph 10.

13. **Insurance Requirements:**

See Exhibit A, Standard Draft Contract, Paragraph 6.

14. **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.

15. **Licenses:**

All Vendors responding to this Quotation are to submit with their Quotation a copy of all necessary, if any, licenses required to provide services, as specified herein and as required by law.

16. **Terms Relating to Price Quotation**

Unless otherwise noted by the City, all prices quoted 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 contractor'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.

17. **Selling, Transferring Or Assigning Responsibilities:**

See Exhibit A, Standard Draft Contract, Paragraph 15.

18. **Compliance With State Of Florida Crime Entity:**  
See Exhibit A, Standard Draft Contract, Paragraph 20.

**CITY OF SUNRISE  
QUOTE SHEET**

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

<b>ITEM NO.</b>	<b><u>SERVICE AS PER THE SPECIFICATIONS LISTED HEREIN THIS BID:</u></b>	<b>COST PER MONTH FOR SAME DAY CREDIT</b>	<b>COST PER MONTH FOR NEXT DAY CREDIT *</b>
1.	City Hall, 10770 W. Oakland Park Blvd., Sunrise, FL (Pick-up and deposit five (5) times a week to Bank of America, 7770 W. Oakland Park Blvd., Sunrise, FL) Pick Up Time _____ Bank of America Deposit location: _____	\$ _____	\$ _____
2.	New River Civic Center, 60 Weston Road, Sunrise, FL (Pick-up and deposit five (5) times a week to Bank of America, 1381 Weston Road, Weston, FL) Pick Up Time _____ Bank of America Deposit location: _____	\$ _____	\$ _____
3.	Village Civic Center, 6800 Sunset Strip, Sunrise, FL (Pick-up and deposit five (5) times a week to Bank of America, 3030 Davie Blvd., Ft. Lauderdale, FL) Pick Up Time _____ Bank of America Deposit location: _____	\$ _____	\$ _____
4.	Conjunctive change delivery to City of Sunrise locations from designated banks as listed above in this section. This is done approximately once (1) per week and delivery can be made back to the City on the second day.	\$ _____	\$ _____

\*Note: Department would like optional pricing for next day credit.

**TOTAL OFFER FOR ITEMS 1-4 (SAME DAY CREDIT)      \$ \_\_\_\_\_**

**CONTINGENCY PRICING:**

Price can also be quoted for a deposit to the closest Bank of America vault. The vault is located in Miami and can be done with three (3) separate runs, or as one (1) run for all three (3) locations      \$ \_\_\_\_\_

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 \_\_\_\_\_

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Company Name

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Printed Name

**SECTION 5**

**CITY OF SUNRISE**  
**NON-COLLUSION AFFIDAVIT**

This affidavit is to be filled in, executed and notarized by the Contractor. 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 any bid or proposal 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.

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contractor's Authorized Signature: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

(Print, Type or Stamp name of Notary Public)

Personally known\_\_\_\_ or Produced I.D. \_\_\_\_\_

Type and number of I.D. Produced:

Quote Title: Armored Car Transportation ServicesQuote No. Q(04)A-18

\_\_\_\_\_Did take an oath, or \_\_\_\_\_Did not take an oath

**SECTION 6**

**CITY OF SUNRISE**  
**CERTIFICATION**

The following certifies that this Request for Submittal 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 below that this Submittal 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 Request for Submittal, and that the person signing this Certification is authorized to bind the firm by their signature.

NAME (PRINT): \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

FEDERAL TAX I.D. NO: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

Please affix corporate seal or have this Certification notarized below.

\_\_\_\_\_  
Notary-Full Name

\_\_\_\_\_  
Notary Expiration & Seal

Date: \_\_\_\_\_

OR:

(Corporate seal)

**SECTION 7**

**CITY OF SUNRISE**  
**VENDOR DRUG-FREE STATEMENT**

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

**IDENTICAL TIE BIDS** - Preference may 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 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 form complies fully with the above requirements.

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VENDOR'S SIGNATURE

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COMPANY'S NAME

**SECTION 8**

**CITY OF SUNRISE**  
**QUALIFICATION STATEMENT**

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

Name of Company \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip Code

Telephone No: (\_\_\_\_) \_\_\_\_\_ Fax No.( \_\_\_\_ ) \_\_\_\_\_

How many years has your organization been in business under its present name? \_\_\_\_\_ Yrs

If Contractor is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statue: \_\_\_\_\_

Under what former names has your business operated? : \_\_\_\_\_

At what address was that business located? \_\_\_\_\_

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

Has your company or its senior officers ever declared bankruptcy?  
Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, explain: \_\_\_\_\_

Are you a sales representative, distributor, broker, or 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 \_\_\_\_\_  
\_\_\_\_\_

**SECTION 8**

(continued)

**REFERENCES:**

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

Agency/Firm Name: \_\_\_\_\_ Agency/Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_ City/State/Zip Code: \_\_\_\_\_  
Phone: \_\_\_\_\_ Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contact: \_\_\_\_\_ Contact: \_\_\_\_\_

Agency/Firm Name: \_\_\_\_\_ Agency/Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_ City/State/Zip Code: \_\_\_\_\_  
Phone: \_\_\_\_\_ Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contact: \_\_\_\_\_ Contact: \_\_\_\_\_

Agency/Firm Name: \_\_\_\_\_ Agency/Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_ City/State/Zip Code: \_\_\_\_\_  
Phone: \_\_\_\_\_ Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contact: \_\_\_\_\_ Contact: \_\_\_\_\_

Agency/Firm Name: \_\_\_\_\_ Agency/Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_ City/State/Zip Code: \_\_\_\_\_  
Phone: \_\_\_\_\_ Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contact: \_\_\_\_\_ Contact: \_\_\_\_\_

YOUR COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

**SECTION 9**

**PROOF OF INSURANCE & REQUIRED LICENSES**

ATTENTION VENDOR:

ATTACH PROOF OF INSURANCE AS SPECIFIED HEREIN, AND COPIES OF LICENSES, IF  
REQUIRED.

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

**STATEMENT OF NO-QUOTE**

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 Contractors 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:

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COMPANY NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

Quote Title: Armored Car Transportation Services Quote No. Q(04)A-18

FAX NUMBER: \_\_\_\_\_

**EXHIBIT A**  
**"STANDARD DRAFT CONTRACT"**

**BETWEEN THE CITY OF SUNRISE, FLORIDA**  
**AND CONTRACTOR (\_\_\_\_\_)**

THIS CONTRACT is between the City of Sunrise, a municipal corporation of the State of Florida, whose address is 10770 West Oakland Park Boulevard, Sunrise, Florida 33351 (hereinafter referred to as "the City" or "the Owner") and \_\_\_\_\_ a \_\_\_\_\_ authorized to do business in the State of Florida, (hereinafter referred to as the "Contractor"), whose Federal Identification Number is \_\_\_\_\_.

In consideration of the mutual terms and promises set forth below, the City and the Contractor agree as follows:

1. Services

The Contractor's responsibility under this Contract is for providing Armored Car Transportation Services as attached hereto in Exhibit "A", which is attached and made a part of this Contract.

The City's representative/liason during the performance of this Contract shall be the Treasury Manager, telephone number (954) 746-3318 or designee.

The Contractor's representative/liason during the performance of this Contract shall be

2. Payments

The Contractor will bill the City monthly for services rendered toward the completion of the work defined herein at the rates listed in Exhibit "A". Submit invoices to:

City of Sunrise  
Attn: Accounts Payable Dept.  
10770 W. Oakland Park Blvd.  
Sunrise, FL 33351

Invoices received from the Contractor pursuant to this Contract will be reviewed and approved by the City's representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices will generally be paid within thirty (30) days following the City representative's approval.

Final Invoice: In order for both parties herein to close their books and records, the Contractor will

clearly state "final invoice" on the Contractor's final/last billing to the City. This certifies that all services have been properly performed and all charges and costs have been invoiced to the City. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, or which are in excess of the not to exceed amount, are waived by the Contractor.

3. Initial Contract Period and Contract Renewal

The initial contract period shall be for one (1) year, commencing on or about the first day of the month following Commission approval for this award. In addition, the City reserves the right to renew the contract for two (2) additional one (1) year periods, under the same terms, conditions and specifications contingent upon Budget/Commission approval.

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 contractor 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 contractor will be reimbursed for this service at the rate in effect when this transitional period clause is invoked by the City.

4. Access and Audits

The Contractor shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after complete of this Contract. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Contractor's place of business.

5. Truth-In-Negotiation Certificate

Signature of this Contract by the Contractor shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Contractor's most favored customer for the same or substantially similar service. The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate presentation of fees paid to outside contractors. The City shall exercise its rights under this clause within three (3) years following final payment.

6. Insurance Requirements

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.

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.

Contractor shall maintain at least the following minimum insurance requirements throughout the life of this agreement:

- a. Worker's Compensation: Notwithstanding FS 440.055, any firm performing work on behalf of the City of Sunrise must provide Worker's Compensation Insurance.
- b. Commercial General Liability with minimum combined limits of one million dollars (\$1,000,000.00) with the City named as an additional insured.
- c. Automobile Liability in the minimum amount of one million dollars (\$1,000,000.00) each occurrence.
- d. An insurance policy or policies to cover damage to, or **loss** of articles transported: including banknotes, bonds, coupons, stock certificates, securities, **checks**, currency and coin, and other valuable documents, from any cause whatsoever in transit or otherwise, including any act of omission of the Contractor, or any of its employees, or anyone acting on its service. Contractor's insurance coverage for the items insured hereunder to be in the minimum amount of five million dollars (**\$5,000,000.00**) each occurrence.

e. Armored Car Cargo Insurance: Motor Truck Cargo, In-Transit, and/or similar Bailees Customers coverages, shall have minimum limits of **\$1,000,000** per occurrence and be provided under a Special – Cause of Loss Form including protection for losses caused by employee theft, robbery, burglary, destruction, mysterious disappearance, theft, wrongful abstraction and extortion to City’s cash, checks, negotiable instruments, letters of credit, and other valuables in the care, custody and control of Contractor. Coverage shall include protection at Contractor’s place of domicile including vault and in-transit protection on a primary/direct basis. The Contractor shall agree by responding to the bid to waive its, including the insurers, rights of recovery against the City with a Waiver of Subrogation endorsement to the policy(s).

f. Third-Party Commercial Fidelity Bond: The Contractor shall furnish a Commercial Fidelity Bond for Employee Dishonesty on a Blanket Basis with a minimum limit of \$1,000,000. The bond shall be endorsed to cover “Third-Party: liability including a third-party beneficiary clause in favor of City. The bond shall include a minimum twelve (12) month “Discovery Period” when written on a Loss Sustained basis.

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

City of Sunrise  
Attn: Purchasing Director  
Purchasing Department  
10770 West Oakland Park Blvd  
Sunrise, FL 33351

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 based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the City reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due to its poor financial condition or failure to operate legally.

7. Termination For Governmental Non-Appropriations

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

8. Termination For Cause

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the provisions of this Contract, the City may, upon a three (3) day written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract or with such part or parts of the Contract as to which there has been default, 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 completed services performed by the Contractor under this Contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City, less any amounts which the City reasonably deems necessary to withhold in order to correct any defects or deficiencies in the work performed by the Contractor. The Contractor, however, shall not thereby be relieved of liability to the City for damages sustained by the City by reason of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set off 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 Contract because of such delay. In no event shall the City pay for profit or overhead on work not performed.

9. Termination For Convenience

This Contract 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, together with reimbursable expenses incurred. In such event, the Contractor shall promptly submit to the City its invoice for final payment and reimbursement under the terms of this Contract.

10. Indemnification

The Contractor shall indemnify and hold the City harmless from and against any and all liability, loss, or damage due to bodily injury or death to any third party or damage to property to the extent such bodily injury or death and/or willful misconduct under this Agreement. As used herein, a third party shall not include the Contractor or the City or the directors, officers, employees or agents of the Contractors or the City.

These indemnifications shall survive the term of this Agreement.

11. Independent Contractor

The Contractor is an independent contractor under this Contract. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and are not officers, employees, or agents of the City. Personnel policies, tax responsibilities, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

12. Authority to Practice

The Contractor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

13. Severability

If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

14. Governing Law/Jurisdiction/Venue

The Contract shall be construed in accordance with and governed by the law of the State of Florida. The parties agree to Jurisdiction for any action arising out of or relating to this Contract in any Florida state or federal court. Venue for any action arising out of or relating to this Contract shall lie in Broward County, Florida.

15. Successors and Assigns

The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the City.

16. Subcontracting

Unless otherwise specified, Contractor shall not subcontract or otherwise engage subconsultants to perform the required services without prior written consent of the City. Contractor shall make every attempt to inform the City in advance of any change in service that might occur during a regular scheduled pick up, so that the City can take necessary steps in adhering to the change.

17. Conflict of Interest

The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Section 112.311, Florida Statutes. The Contractor further represents that no person having any interest shall be employed for said performance.

The Contractor shall promptly notify the City's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Contractor. The City agrees to notify the Contractor of its opinion by certified mail within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the City shall so state in the notification and the Contractor shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the Contractor under the terms of this Contract.

18. Contingent Fees

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

19. Nondiscrimination

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

20. Public Entity Crimes

As provided in Sections 287.132 and 287.133, Florida Statutes, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and Contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

21. Modifications of Work

The City reserves the right to make changes in Scope of Services, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the City's notification of a contemplated change, the Contractor shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, and (2) advise the City if the contemplated change shall affect the Contractor's ability to meet the completion dates or schedules of this Contract. The parties agree to negotiate in good faith changes in the Scope of Services that may occur.

If the City so instructs in writing, the Contractor shall suspend work on that portion of the Scope of Services affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the City shall initiate a Contract Amendment and the Contractor shall not commence work on any such change until such written amendment is signed by the Contractor and approved and executed by the City's representative and Purchasing Director.

22. Notice

All written notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the City, shall be mailed to:

Purchasing Director  
City of Sunrise  
10770 W. Oakland Park Blvd.  
Sunrise, FL 33351

cc: City Attorney  
City of Sunrise  
10770 W. Oakland Park Blvd.  
Sunrise, FL 33351

and if sent to the Contractor, shall be mailed to:



**IN WITNESS WHEREOF**, the Purchasing Director is authorized to execute same by City Commission, have made and executed this Contract on behalf of the City the day and year below written and Contractor has hereunto set its hand the day and year below written.

**CITY OF SUNRISE**

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR**

\_\_\_\_\_  
Witness

( \_\_\_\_\_ )  
Print Contractor Name Above

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ date of \_\_\_\_\_, 20\_\_\_\_  
who is personally known \_\_\_\_\_ or produced \_\_\_\_\_  
as identification and who did \_\_\_\_\_ or did not \_\_\_\_\_ take an oath.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Print, Type or Stamp Name of Notary Public)