



CITY OF SUNRISE

QUOTATION REQUEST

Quote No. Q(06)R-34

Quote Title: Lead Based Paint Assessments for the Minor Home Repair Program

Buyer: Robert Romanitch

Phone: (954) 572- 2274

Fax: (954) 572-2278

Quote Due: Tuesday, March 21, 2006 at 3:00 p.m.

The City of Sunrise is seeking a Qualified Vendor to provide Lead Based Paint Assessments for the Minor Home Repair Program, as specified herein.

Quotations must be received at the office of the Purchasing Division no later than 3:00 p.m., Tuesday, March 21, 2006. 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: Robert Romanitch, 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: Robert Romanitch.

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

Only Pages 5 through 9 must be returned, along with proof of insurance and copies of licenses.

SCOPE OF SERVICES

The City of Sunrise is seeking a Contractor to provide Lead-Based Paint Assessments for the Minor Home Repair Program. The City has approximately thirty (30) homes annually that potentially require Lead-Based Paint Assessments. The services shall include Lead-Based Paint Reports using XRF, Lead-Based Paint Risk Assessments, and Clearance Samplings, and final Contractor Compliance Reports, if required.

SPECIFICATIONS

1. The Lead-Based Paint and Risk Assessments shall be performed by a certified professional firm in accordance with Federal and Environmental Protection Agency (EPA) regulations.
2. The Lead-Based Paint Assessments shall be conducted on the interior and exterior of various homes to determine the lead content in the paint. The inspections shall be performed on homes located within the City of Sunrise designated under the City's Minor Home Repair Program. The inspections shall be in accordance with SHIP and CDBG grants and comply with the Department of Housing and Urban Development (HUD) and the EPA guidelines concerning lead-based paint in housing and child occupying facilities.
3. The inspections shall utilize the non-destructive XRF (x-ray fluorescence) testing procedure method for Lead Analyzing and in accordance with the HUD "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing".
4. The final signed report will document the locations and types of lead-based paint identified after the test results have been determined and confidential results shall be submitted to the City.
5. A Risk Assessment Report identifying lead-based paint hazards found and providing options for control of these hazards may be requested.
6. Each assessment and completed report shall be provided to the City within thirty (30) calendar days.
7. The professional fees to perform the assessments shall be invoiced only for the costs actually incurred. At no time shall professional fees exceed the quoted fee without prior authorization of the City.
8. All inspections shall be performed after the receipt of formal authorization from the City.

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 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:**
Refer to Exhibit "A", Standard Draft Contract, Article 3.
3. **Termination for Governmental Non-Appropriations:**
Refer to Exhibit "A", Standard Draft Contract, Article 7.
4. **Estimated Quantities:**
Estimated quantities represent a reasonable approximation of the number of units of each type of item/services the City expects to purchase during a twelve (12) month period. Note, the estimated quantities do not constitute a guaranteed minimum order. The City reserves the right to buy additional quantities, if required, at the unit price quoted herein.
5. **Termination for Cause:**
Refer to Exhibit "A", Standard Draft Contract, Article 8.
6. **Termination for Convenience:**
Refer to Exhibit "A", Standard Draft Contract, Article 9.
7. **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
8. **As Specified:**
A purchase order will be issued to the successful Respondent 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 Respondent will be required to deliver items meeting specifications.
9. **Indemnification:**
Refer to Exhibit "A", Standard Draft Contract, Article 10.
10. **Insurance:**
Refer to Exhibit "A", Standard Draft Contract, Article 6.
11. **Independent Contractor:**
Refer to Exhibit "A", Standard Draft Contract, Article 11.

12. **Licenses:**
All Respondents responding to this Quotation are to submit with their Quotation a copy of all necessary licenses required to complete the services, as specified herein and as required by law.
13. **Successors and Assigns:**
Refer to Exhibit "A", Standard Draft Contract, Article 15.
14. **Public Entity Crimes:**
Refer to Exhibit "A", Standard Draft Contract, Article 20.
15. **Contract Terms And Conditions:**
Respondent shall read all Terms and Conditions in the Sample Draft Contract, see Exhibit "A", as the successful Respondent will be required to enter into an Agreement with the City, upon award, under the Terms and Conditions as specified in the attached "Sample Draft Contract".

CITY OF SUNRISE

QUOTE SHEET

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

Item No.	Estimated Qty.	Description	Unit Cost	Extended Total
1.	30 Each	Lead Based Paint Inspections using XRF	\$_____	\$_____
2.	30 Each	Lead Based Paint Risk Assessment Report	\$_____	\$_____
3.	1 Each	Clearance Sampling	\$_____	\$_____
4.	1 Each	Final Observation and Report on Contractor Compliance	\$_____	\$_____

Total Quote Offer: \$_____

(Written Amount)

Company Name: _____

Authorized Signature: _____

Printed Name: _____

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: Vendor 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_____

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 Vendor 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)

CITY OF SUNRISE
RESPONDENT'S QUALIFICATION STATEMENT

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: _____

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 Lead Based Paint Assessments for the Minor Home Repair Program and as further defined in Exhibit "A", Scope of Services, which is made a part of this Contract by reference.

The City's representative/liason during the performance of this Contract shall be Carl Freeman, Redevelopment Manager, telephone number (954) 578-4766, or designee.

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

2. Payments

The Contractor will bill the City at the completion of each job 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 date of execution of the Contract. 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.

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 completion 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 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 this Contract.

Commercial General Liability: Contractor agrees to maintain Commercial General Liability at a limit of liability not less than \$300,000 Each Occurrence. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Professional Liability: The Contractor shall provide insurance with minimum limits of \$300,000 Each Occurrence. The Contractor shall be responsible for maintaining this professional liability insurance for a minimum of five years from the date of execution of this Contract. In addition, the Contractor shall notify the City of any claims made against this insurance policy during the five years following the execution of this Contract.

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

Additional Insured: Contractor agrees to endorse City as an Additional Insured with either a CG 2010 Additional Insured – Owners, Lessees, or Contractors, or CG 2010 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person Organization endorsement, or similar endorsements, to the Commercial General Liability. The Additional Insured shall read "City of Sunrise."

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(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 Division
10770 West Oakland Park Blvd
Sunrise, FL 33351

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 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 save harmless and defend the City, its agents, servants, and employees from and against any and all claims, liability, losses, and/or cause of action which may arise from any negligent act or omission of the Contractor, its agents, servants, or employees in the performance of services under this Contract.

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

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

The City reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Contractor shall promptly do so, subject to acceptance of the new subcontractor by the City.

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

If the City requires miscellaneous additional work or materials not delineated in the Scope of Work, the Contractor shall submit a detailed written proposal to the authorized City representative. If the proposal is approved, the Contractor shall receive authorization to proceed by receipt of a purchase order incorporating the Contractor's proposal.

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, (2) notify the City of any estimated change in the completion date, and (3) 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

If sent to the Contractor, shall be mailed to:

23. Entirety of Contract

The City and the Contractor agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto with the same formality as this Contract.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURES FOLLOW ON ATTACHED PAGE]

IN WITNESS WHEREOF, the Purchasing Director, authorized to execute same by City Commission, has 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: Marsha K. Peterson

Title: Purchasing Director

Date: _____

CONTRACTOR

Witness

(_____)

Print Contractor Name Above

Witness

By: _____

Title: _____

Date: _____