



**QUOTATION REQUEST**  
**Quote No. Q(07) V-25**

**Quote Title: Replacement of Window**

**Senior Buyer: Vivian O'Neal Phone: (954) 572-2204**  
**Fax: (954) 572-2278**

**Quote Due: Tuesday, January 30, 2007 at 3:00 PM**

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

The City of Sunrise is seeking a Qualified Contractor to furnish all labor, materials and equipment as needed for the replacement of one (1) window at Sunrise Civic Center, located at 10610 W. Oakland Park Blvd., Sunrise, Florida, as specified herein.

**Mandatory:** Pre-Quote Conference:

Day/Date: **Tuesday, January 23, 2007**  
Time: 10:00 a.m.  
Location: Sunrise Civic Center  
10610 W. Oakland Park Blvd.  
1<sup>st</sup> Floor Lobby  
Sunrise, FL

Quotations must be received at the office of the Purchasing Division no later than **Tuesday, January 30, 2007 at 3:00 P.M.** 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**, 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: Vivian O'Neal, CPPB, Senior Buyer.

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

**NOTE: Only pages, 9 through 10, and copies of licenses need to be submitted with this quote to the City.**

Scope of Work:

The Contractor shall provide all labor, materials, equipment and services, to furnish and install one ((1) tempered glass window at Sunrise Civic Center, 10610 W. Oakland Park Blvd. Sunrise, Florida, as specified herein.

The above facilities must be available to the City's residents. The successful Contractor shall coordinate and schedule all work in advance with the Leisure Services Department's authorized representative, Steve Kane at 954-747-4633.

1. The Contractor shall be responsible for measuring and determining the square footage and size of window.
2. All damages caused by the Contractor or its work force shall be repaired at no additional cost to the City.
3. The Contractor shall clean all Work areas upon completion of installation.
4. The Contractor shall provide the City with any manufacturer's warranty that is applicable for this project.
5. The Contractor shall be responsible for the removal and disposal of the existing glass window.

Specifications:

Approximate Size:

1/4" x 56" x 99"

Type of Glass:

One (1) lite "Viracon" green reflective and tempered glass in aluminum curtain wall.

The replacement window shall be new and must match existing windows.

Hours Of Work:

8:30 a.m. – 5:00 p.m.

Monday through Friday, excluding City holidays.

Code Requirements:

The Contractor on this project shall be familiar with the Florida Building Code, current edition, and all applicable Federal, State, County, City and Local Laws, Regulations or Codes and be governed accordingly as they will apply to this project and the actions or operations of those engaged in the work or concerning materials used. Contractor shall ask for and receive any required inspections.

**TERMS AND CONDITIONS**

1. **Award:**  
Award will be made to the low responsive and responsible Contractor. In the event the successful Contractor is terminated or canceled for any reason, the City reserves the right to make an award to the next lowest responsive and responsible Contractor or re-quote the entire contract or any part thereof, whichever is in the best interest of the City.
  
2. **Installation Time:**  
Installation shall be within ten (10) working days after receipt of glass. Installation shall be scheduled in advance with Steve Kane, telephone number 954-747-4633.
  
3. **Termination for Governmental Non-Appropriation:**  
Purchaser is a bona fide governmental entity of the State of Florida with Purchaser's fiscal year ending on September 30 of each calendar year. If Purchaser does not appropriate sufficient funds to purchase the quantities required under this Agreement for any of the Purchaser's fiscal years subsequent to the one in which the Agreement is executed and entered into, then this Agreement shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of Purchaser's obligation under this Agreement were last appropriated by Purchaser and Purchaser shall not, in this sole event be obligated to make any further purchases beyond said fiscal year.
  
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.

5. **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 completed to the City's satisfaction, 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.

6. **Default:**

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

7. **Familiarity with Laws:**

The Contractor 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 Contractor shall in no way relieve them from responsibility

8. **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.

9. **Indemnification:**

In consideration of the separate sum of \$10.00 (which \$10.00 is the first \$10.00 of the Contract Price), the Contractor shall indemnify and save harmless and defend the City, its agents 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 or employees in the performance of services under this Contract.

The Contractor further agrees to indemnify, save harmless and defend the City, its agents 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 or employees are alleged to be liable.

10. **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 coverage, 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.

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

**Additional Insured:** Contractor agrees to endorse City as an Additional Insured with either a CG 2010 Additional Insured – Owners, Lessees, or Contractors, or CG 2026 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 an 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 coverage, 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  
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, coverage 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 of its poor financial condition or failure to operating legally.

11 **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.

12. **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.

13. **Inspection:**

The Contractor is required, before submitting his/her proposal to visit the site of the proposed work at the time of the Mandatory Pre-Quote Conference and familiarize himself/herself with the nature and extent of the work, equipment, materials and labor required.

The Contractor 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.

14. **Contractor Qualifications:**

The Contractor, including their sub-contractors and material suppliers, performing or supplying this Work shall be reputable firms regularly engaged in this type of work with skilled workers and equipment capable of making a first-class installation in accordance with acceptable standards and practices.

All Contractors, firms, sub-contractors, etc. performing specialty work for the Project shall be licensed, registered and/or certified by applicable law or authority having jurisdiction over that portion of the work. Certified copies of such licenses, registrations and/or certifications shall be filed with the City prior to the Commencement of the Work.

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

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.

16. **Compliance With State Of Florida Crime Entity:**

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.

17. **Safety And Protection Of Property:**

The Contractor shall take all reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to, its employees on the Work and all other persons who may be affected thereby; the Work and materials and equipment to be incorporated therein; and all other property at the site or adjacent thereto including, but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss, and shall give all notices required by same.

18. **Authorized Manufacturer's Installations:**

Installation of any manufacturer's proprietary systems, products or equipment, specified or approved for this project, shall be performed by duly authorized and approved manufacturer's representatives, dealers, applicators or installers if same is a condition of special, standard or implied manufacturer's warranty. Certification of said authorization shall be submitted to the City upon request.

19. **Warranty/Guarantee:**

The Contractor shall furnish a warranty on all material and installation provided hereunder against defect in material and/or workmanship. The warranty shall become effective on the completion and acceptance by the City. Should any defect in materials or workmanship, excepting ordinary wear and tear, appear during the above stated warranty period, the Contractor, upon written notice from the City, shall immediately repair or replace same at no cost to the City. The Contractor will not be liable under the above warranty for any defects or damages resulting from unforeseeable causes beyond the control and without fault or negligence if the Contractor, such as misuse or neglect by the City, acts of God, fires, floods and hurricanes.

20. **Waiver Of Jury Trial:**

The City and Contractor hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit or counterclaim based upon the contract, arising out of, under, or in connection with the construction of the work, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.

21. **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 Contractor, 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.

In compliance with Chapter 442, Florida Statutes, any item delivered from a contract resulting from this quote must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS must include the following information: 1. The chemical name and the common name of the toxic substance. 2. The hazards or other risks in the use of the toxic substances, including: (a) The potential for fire, explosion, corrosivity and reactivity; (b) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and (c) The primary routes of entry and symptoms of overexposure. (3) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure. (4) The emergency procedure for spills, fire, disposal and first aid. (5) A description in lay terms of the known specific potential health risks posed by the toxic substances intended to alert any person reading this information. (6) The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

**CITY OF SUNRISE**

**QUOTE SHEET**

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

<b>Item No.</b>	<b>Quantity</b>	<b>Description</b>	<b>Total Cost</b>
1.	1 each	Furnish and Install Replacement Window, as specified herein.	\$_____

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*(Written Amount)*

**Delivery will be made within \_\_\_\_\_ calendar days after receipt of purchase order. Contractor to indicate anticipated delivery time for window.**

**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 \_\_\_\_\_

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)

**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.

MAIL TO: CITY OF SUNRISE  
4747 NOB HILL ROAD SUITE 6  
SUNRISE, FL 33351  
ATTN: VIVIAN O'NEAL, CPPB, SENIOR BUYER  
PURCHASING DIVISION  
**Fax- 954-572-2278**

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:

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

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

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

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

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

**CITY OF SUNRISE  
SITE INSPECTION  
ATTENDANCE/LIABILITY RELEASE FORM**

- A. As a condition of entrance to the site, each visitor must execute this release holding the City harmless for personnel or other injuries and/or damages which may occur during the course of the site visit. Bidders will not be granted access to the site unless this release is executed. Each visitor must present a completed copy of this form at the time of the Site Inspection. Submission of this form will serve both as a release of liability and as proof of attendance.
- B. Prospective bidders and any other persons agree that, if given permission to enter upon and examine the site for the purpose of this bid, then shall be solely responsible for and shall keep, save, and hold harmless claims, demands, suits, actions, recoveries, judgements, costs and expenses in connection therewith on account of loss of life, property, or injury or damage to the person, body or property of any person, indirectly from said entry upon, inspection of, or activity upon or in the vicinity of the site, pursuant to this bid.
- C. Every visitor to the site must represent a prospective bidder for this bid as explained below:
1. Name of Prospective Bidder \_\_\_\_\_  
(copy exactly as name appears on mailing label)
  2. Address of Prospective Bidder \_\_\_\_\_  
\_\_\_\_\_
  3. Visitor's Name \_\_\_\_\_
  4. Visitor's Relationship/Position  
with Prospective bidder \_\_\_\_\_
- D. Signature below by visitor will certify that the visitor is authorized to enter and examine the site on behalf of the above-named prospective Bidder and his/her understanding and acceptance of the liability release.

Signature: \_\_\_\_\_

Date \_\_\_\_\_

