



SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE

TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative.


For the past several years, approximately twenty-six (26) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

Southeast Florida Governmental Purchasing Cooperative Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the “lead agency”. All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor’s name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Purchasing Cooperative are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative members may participate in their contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative members may participate in any contract on acceptance and approval by the lead agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

“WORKING TOGETHER TO REDUCE COSTS”

	<p>Submit Bids To: City of Hollywood 2600 Hollywood Boulevard Hollywood, Florida 33020 Procurement Services, Room 303 or Fax #954-921-3086</p>	<p>CITY OF HOLLYWOOD, FLORIDA</p> <p>INVITATION FOR BID</p> <p>BIDDER ACKNOWLEDGMENT</p>
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<p>Bid Title: Fire Extinguisher Service Co-op Bid No.: I-4214-10-RD Commodity/Service Required: same as above</p>	<p>Bid must be received prior to 3:00 P.M. Friday, March 12, 2010, and may not be withdrawn within 90 calendar days after such date and time. Bids received by the date and time specified will be opened in Room 303. All Bids received after the specified date and time will be returned unopened.</p> <p>Procurement Services Contact: Ralph Dierks Telephone No.: (954) 921- 3223</p>
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BIDDER ACKNOWLEDGMENT

THIS FORM SHOULD BE COMPLETED AND SUBMITTED ALONG WITH THE COMPLETE BID DOCUMENT BY THE DATE AND THE TIME OF BID OPENING. THE BID SUMMARY SHEET PAGES ON WHICH THE BIDDER ACTUALLY SUBMITS A BID AND ANY PAGES UPON WHICH INFORMATION IS REQUIRED SHOULD BE COMPLETED AND ATTACHED WITH ALL PAGES OF THE BID DOCUMENT.

Bidder's Name:	Fed. ID No. or SS Number
Mailing Address (including co. name, city, state & zip code): Indicate type of organization below: Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> Other <input type="checkbox"/>	Telephone No.:
	Fax No.:
	Is the Proposer a City of Hollywood Qualified Local MBE or SBE? Yes <input type="checkbox"/> No <input type="checkbox"/>
	Certifying Agency:
Reason for No Bid:	Delivery: Calendar days after receipt of order
	Payment Terms:

ATTENTION: FAILURE TO SIGN OR COMPLETE ALL BID SUBMITTAL FORMS AND FAILURE TO SUBMIT ALL PAGES OF THE BID DOCUMENT AND ANY ADDENDUMS ISSUED MAY RENDER YOUR BID NON-RESPONSIVE.

CHECK BOX BELOW TO ACKNOWLEDGE THIS BID.

The undersigned bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, services, or equipment, and is in all respects fair and without collusion or fraud. I certify acceptance of this bid's terms, conditions, specifications, attachments and addenda. Further, by checking the Agree box listed below (if submitting Bid online) and by signing below (if submitting Bid via mail, etc.), pages 2 through 5 are acknowledged and accepted as well as any special instruction sheet(s) if applicable. I am authorized to bind performance of this bid for the above bidder.

Agree

Authorized Name

Title

Date

CITY OF HOLLYWOOD TERMS AND CONDITIONS

1. **Execution of Bid:** Bid must contain an original signature of an individual authorized to bind the bidder. Bid must be typed or printed in ink. All corrections made by the bidder to the bid must be initialed by the person signing the bid. All illegible entries, pencil bids or corrections not initialed will not be tabulated. The original bid conditions and specifications cannot be changed or altered in any way. Altered bids will not be considered.
2. **No Bid:** If not submitting a bid, respond by returning this Bidder Acknowledgment form, marking it "NO BID," no later than the stated bid opening date and hour, and explain the reason in the space provided. Failure to respond without sufficient justification may be cause for removal of the bidder's name from the bid mailing list.
3. **Bid Opening:** Shall be public, on date, location and time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place of opening. Bids which for any reason are not so delivered, will not be considered. It is the bidder's responsibility to assure all numbered pages of the bid, all attachments thereto and all addenda released are received prior to submitting a bid. All bids are subject to the conditions specified herein on the attached bid documents and on any addenda issued thereto.
4. **Addenda to Bid:** The City of Hollywood reserves the right to amend this bid prior to the bid opening date indicated. Only written addenda will be binding. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by the City's employees, unless such clarifications or changes are provided to bidders in written addendum form.
5. **Prices Quoted:** Deduct trade discounts and quote firm net prices. Give both unit and extended total. Prices must be stated in units to quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit price quoted will govern and the total will be adjusted accordingly. All prices quoted shall be F.O.B. destination, freight prepaid. (Bidder pays and bears freight charges. Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Cash discounts for prompt payment will not be considered in determining the lowest net cost for bid evaluation purposes.
6. **Withdrawal of Bids:** Bidders may request withdrawal of bid submittal prior to the scheduled bid opening time provided the request for withdrawal is submitted to the Director of Procurement Services in writing. No bids may be withdrawn for a period of ninety (90) days after the date of bid opening.
7. **Mistakes:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.
8. **Taxes:** The City of Hollywood is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the City of Hollywood. Contractors doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City nor shall any contractor be authorized to use the City's tax exemption number in securing such materials.
9. **Delivery:** Unless actual date of delivery is specified (or if specified delivery can not be met) show number of days required to make delivery after receipt of purchase order in space provided. 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 holidays, unless otherwise specified and incorporated into contract document. Delivery shall be to the location specified in the bid specifications.
10. **Conditions and Packaging:** Unless otherwise stated in the special instructions to bidders or the bid sheets, or specifically ordered from an accepted price list, deliveries must consist only of new and unused goods and shall be the current standard production model available at the time of the bid. The goods must be suitably packaged for shipment by common carrier. Each container or multiple units or items otherwise packaged shall bear a label, imprint, stencil or other legible markings stating name of manufacturer or supplier, purchase order number and any other markings required by specifications, or other acceptable means of identifying vendor and purchase order number.
11. **Inspection, Acceptance & Title:** Inspection and acceptance will be at destination unless otherwise provided. Title to or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the buyer, unless loss or damage results from negligence by the buyer. If the materials or services supplied to the City are found to be defective or not conforming specifications, the City reserves the right to cancel the order upon written notice to the seller and return product at bidder's expense.
12. **Safety Standards:** All manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
13. **Open-End Contract:** No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end contract. Estimated quantities will be used for bid comparison purposes only. The City of Hollywood reserves the right to: issue purchase orders as and when required, or issue a blanket purchase order for individual agencies and release partial quantities. No delivery shall become due or be acceptable without a written order by the City, unless otherwise provided in the contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the seller may be given telephone notice, to be confirmed by an order in writing.
14. **Contract Period (Open-End Contract):** The initial contract period shall start with the expiration date of the previous contract or date of award, whichever is latest, and shall terminate one (1) year from that date, unless otherwise stated within the specifications. The contractor will complete delivery, and the City will receive delivery on any orders mailed to the contractor prior to the date of expiration. The Director of Procurement Services may renew this contract subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City. Notification of Intent to Renew

will be mailed sixty (60) to one-hundred fifty (150) calendar days in advance of expiration date of this contract. All prices, terms and conditions shall remain firm for the initial period of the contract and for any renewal period unless subject to price adjustment specified as a "special condition" hereto. In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Director of Procurement Services. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

15. **Fixed Contract Quantities:** Purchase order(s) for full quantities will be issued to successful bidder(s) after notification of award and receipt of all required documents. Fixed contract quantities up to twenty (20) percent of the originally specified quantities may be ordered prior to the expiration of one (1) year after the date of award, provided the contractor agrees to furnish such quantities at the same prices, terms and conditions.
16. **Payment**
 - A. **Payment from City to Contractor:** Payment will be made by the City after commodities/services have been received, accepted and properly invoiced as indicated in contract and/or order. Invoices must bear the purchase order number.
 - B. **Payment from Contractor to Subcontractor and Materials Supplier:** When a contractor receives from the City of Hollywood any payment for contractual services, commodities, materials, supplies, or construction contracts, the contractor shall pay such moneys received to each Subcontractor and Material Supplier in proportion to the percentage of work completed by each Subcontractor and Material Supplier at the time of receipt. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the Subcontractors and Material Suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to Subcontractors and Material Suppliers within fifteen (15) working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the Subcontractors and Material Suppliers a penalty in the amount of one percent (1%) of the amount due, per month, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed. Retainage is also subject to the prompt payment requirement and must be returned to the Subcontractor or Material Supplier whose work has been completed, even if the prime contract has not been completed. The Contractor shall include the above obligation in each subcontract it signs with a Subcontractor or Material Supplier.
17. **Manufacturer's Name and Approved Equivalents:** Manufacturer's names, trade names, brand names, information and/or catalog number listed in a specification are for information and establishment of quality level desired and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and catalog number. Bidder shall submit with his bid complete descriptive literature and/or specifications. The bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. The City of Hollywood reserves the right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements are subject to rejection. If Bidder fails to name a substitute it will be assumed that he is bidding on goods identical to bid standard, and he will be required to furnish such goods.
18. **Variations to Specifications:** Bidder must indicate any variance to our specifications, terms and/or conditions, no matter how slight. If variations are not stated in the Bid, it will be assumed that the product or service fully complies with our specifications, terms and/or conditions. The City will not interpret variances based on any attached sales or manufacturer's literature unless otherwise specified herein by the City.
19. **Interpretations:** Any questions concerning conditions and specifications shall be directed in writing to the Procurement Division. No interpretation(s) shall be considered binding unless provided to all Bidders in writing by the Director of the Procurement Services.
20. **Awards:** If a specific basis of award is not established in the invitation for Bid, the award shall be to the responsible bidder with the lowest responsive bid meeting the written specifications. As the best interest of the City may require, the right is reserved to make award(s) by individual commodities/services, group of commodities/services, all or none or any combination thereof. When a group is specified, all items within the group must be bid. A bidder desiring to bid "No Charge" on an item in a group must so indicate, otherwise the bid for the group will be construed as incomplete and may be rejected. However, if bidders do not bid all items within a group, the City reserves the right to award on an item by item basis. When a group bid is indicated for variable quantities and the bid for the group shows evidence of unbalanced bid prices, such bid may be rejected. The Director of Procurement Services, or the City Commission, whichever is applicable, reserves the right to waive technicalities and irregularities and to reject any or all bids, or any part of any bid.
21. **Warranty:** The bidder should specify any warranty applicable to the items bid, and attach any applicable warranty form.
22. **Samples:** Samples of items, when required, must be furnished by bidder free of charge to the City. Each individual sample must be labeled with bidder's name, manufacturer's brand name and be delivered by him within ten (10) calendar days of the bid opening unless the schedule indicates a different time or unless submission is required before the bid opening. If samples are required subsequent to the bid opening, they should be delivered within ten (10) calendar days of the request. The City will not be responsible for returning samples.
23. **Patents and Royalties:** The bidder, without exception, shall indemnify and save harmless the City and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

24. **Assignment:** Contractor shall not transfer or assign the performance required by this bid without the prior written consent of the Director of Procurement Services. Any award issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the Director of Procurement Services.
25. **Indemnification:** The Contractor shall indemnify, hold harmless, and defend the City of Hollywood, its officers, agents and employees from and against any and all claims, damages liability, judgements or causes of action including costs, expenses and attorneys fees incurred as a result of any error, omission or negligent act by the Contractor its officers, employees, agents, subcontractors or assignees arising out of this bid.
26. **Equal Employment Opportunity:** No Contractor shall discriminate against any employee or applicant for employment because of race, religion, color, sex or National origin, or physical or mental handicap if qualified. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex or National origin, or physical or mental handicap. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Contractor further agrees that he/she will ensure that Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.
27. **ADA Compliance:** "Persons with disabilities who require reasonable accommodation to participate in City Programs and/or services may call the Equal Opportunity Manager, Office of Human Resources and Risk Management (954) 921-3218. If an individual is hearing or speech impaired, please call Florida Relay Service 1-800-955-8771.
28. **Public Entity Crimes:** "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

**CITY OF HOLLYWOOD
"AN EQUAL OPPORTUNITY AND SERVICE PROVIDER AGENCY"
PROCUREMENT SERVICES DIVISION
HOLLYWOOD, FLORIDA 33020**

SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE PURCHASING GROUP

INVITATION TO BID

This Invitation to Bid represents a Cooperative Bid for the Southeast Florida Governmental Cooperative Purchasing Group for the following commodity.

**FIRE EXTINGUISHER SERVICE
OPENING: 3:00 P.M., FRIDAY, MARCH 12, 2010**

The participating agencies for this bid are:

- | | |
|--|--------------------------|
| 1. City of Hollywood | 6. City of Pompano Beach |
| 2. City of Tamarac | 7. City of Coral Springs |
| 3. City of Deerfield Beach | |
| 4. City of Greenacres | |
| 5. South Florida Regional Transportation Authority | |

The Agency responsible for issuing this bid is the City of Hollywood, Procurement Services Division, 2600 Hollywood Boulevard, Room 303, Hollywood, Florida 33020.

All questions concerning this Invitation to Bid should be addressed to the issuing agency, hereinafter referred to as the "lead agency." All responses to the bid are to be returned to: City of Hollywood, Procurement Division, 2600 Hollywood Boulevard, Room 303, Hollywood, Florida 33020 no later than **3:00 P.M., Friday, March 12, 2010**, with the Bid number and due date marked plainly on the envelope.

Bid award will be made by the City of Hollywood. Each participating agency will execute its own contract with the Contractor(s) in accordance with its respective purchasing policies and procedures.

Each participating governmental entity will be responsible for issuing its own purchase orders, and for order placement. Each agency will require separate billings, be responsible for payment to the vendor awarded this contract, and issue its own tax exemption certificates as required by the Contractor.

The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations, and insurance requirements will be in accordance with the respective agency requirements.

Any reference in the Bid document to a single entity or location will, in fact, be understood as referring to all participating entities referenced in this Invitation to Bid.

The successful Contractor(s) shall be responsible for advising the lead agency, referenced in the award, of those participants who may fail to place orders under this award.

Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Cooperative Purchasing Group are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. HOWEVER, OTHER CO-OP MEMBERS MAY PARTICIPATE IN THIS CONTRACT FOR NEW USAGE, DURING THE CONTRACT TERM, OR ON ANY CONTRACT EXTENSION TERM, IF APPROVED BY THE LEAD AGENCY. NEW CO-OP MEMBERS MAY PARTICIPATE IN ANY CONTRACT, ON ACCEPTANCE AND APPROVAL BY THE LEAD AGENCY. (A listing of current Co-op members is attached.)

ANY PROBLEM WITH PARTICIPATING AGENCIES REFERENCED IN THIS AWARD WILL BE BROUGHT TO THE ATTENTION OF THE LEAD AGENCY.

THIS INVITATION TO BID IS CONSIDERED AN INTEGRAL PART OF THE BID DOCUMENT, AND ANY RESULTANT AWARD, AND SHALL BE INCLUDED BY REFERENCE INTO ANY CONTRACT.

SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING CO-OP MEMBERS

Name & Address	Contact	Phone	Fax
Boca Raton, City of 201 W. Palmetto Park Rd. Boca Raton, FL 33432	Carol Thomas Diane Lopresti	561-393-7876	561-393-7983
Broward Community College-Purch. Dept. 225 E. Las Olas Blvd. Ft. Lauderdale, FL 33301	Bob Persiano/B. Mitchell	954-761-7485	954-761-7330
Broward County Parks & Recreation 950 NW 38 Street Oakland Park, FL 33309	Marilyn Cahill	954-357-8125	954-357-2849
Broward County School Board 7720 W. Oakland Park Blvd Sunrise, FL 33351	A Denis/C Barker M Alan	954-765-6119	954-767-8417
Broward County Purchasing Dept. 115 S. Andrews Ave., Rm. 212 Ft. Lauderdale, FL 33301	Liz Overton B McKenny/Yasmin Teja K Walbridge	954-357-6073	954-357-8535
Broward County Sheriff-Purchasing 2601 W. Broward Blvd. Ft. Lauderdale, FL 33312	Susan Kuzenka Ed Witkowski/R Torres	954-321-4748	954-765-4006
Coconut Creek, City of 4800 W. Copans Rd. Coconut Creek, FL 33063	Linda Jeethan	954-973-6730	954-973-6754
Cooper City, City of PO Box 290910 Cooper City, FL 33329	Kerri-Anne Hartley	954-434-4300	954-434-5099
Coral Springs, City of-Purchasing 9551 W. Sample Road Coral Springs, FL 33065	Angelo Salomone/R. Matias/ G. Dixon	954-344-1103/1100/ 1101/1104/1186	954-344-1198
Davie, Town of 6591 SW 45 St. Davie, FL 33314	Herb Hyman/Gail Dixon	954-797-1016/1015	954-797-1049
Deerfield Beach, City of-Supt. Srvs. 210 SW Goolsby Blvd. Deerfield Beach, FL 33442	Donna Council/Paul Collette	954-480-4380/4418	954-480-4388
Fort Lauderdale, City of-Purchasing 1350 W. Broward Blvd. Ft. Lauderdale, FL 33312	Richard Ewell/ Linda Wilson	954-761-5138	954-761-5650
Greenacres, City of – Purchasing 5985 Tenth Avenue North Greenacres, FL 33463-2399	Lynda Venne	561-642-2039	561-642-2037
Hallandale Beach, City of-Purchasing 400 S. Federal Highway Hallandale, FL 33009	Andrea Lues	954-457-1333	954-457-1342

Name & Address	Contact	Phone	Fax
Hollywood, City of-Purchasing 2600 Hollywood Blvd., Rm. 303 Hollywood, FL 33020	Ian Superville/Linda Silvey Kimberly Kilpatrick/Ralph Dierks/ Danette Witherspoon/Brenda Samuels	954-921-3552/3223	954-921-3086
Lauderdale Lakes, City of 4300 NW 36 Street Lauderdale Lakes, FL 33319	Neil Appel	954-731-1212/2721	954-714-9035
Lauderhill, City of-Purchasing 2000 City Hall Drive Lauderhill, FL 33313	Ruby Levy	954-730-3044	954-730-3025
Margate, City of-Purchasing 5790 Margate Blvd. Margate, FL 33063	Pat Greenstein/C. Guzzi Spencer Shambray	954-972-6454	954-935-5258
Miami Gardens, City of – Purchasing 1515 NW 167 th St. Bldg. 5 Ste. 200 Miami Gardens, FL 33169	Pam Thompson Ellie Varona	954-622-8000	305-622-8001
Miramar, City of-Purchasing 6700 Miramar Parkway Miramar, FL 33023	Carlos Cavilches	954-967-1550	954-967-1699
North Miami, City of 776 NE 125 Street N. Miami, FL 33161	Debbie Falestra	305-893-6511	305-891-1015
North Miami Beach, City of 17011 NE 19 Avenue, Rm. 318 North Miami Beach, FL 33162	Aris Eugene	305-787-6041	305-948-2950
Oakland Park, City of-Purchasing 3650 NE 12 Avenue Oakland Park, FL 33334	Maggie Turner	954-561-6105	954-561-6299
Pembroke Pines, City of-Purchasing 10100 Pines Blvd. Pembroke Pines, FL 33026	Terri Burzo	954-450-6918	954-435-6524
Pompano Beach, City of 1190 NE 3rd Ave., Bldg. C Pompano Beach, FL 33060	Leeta Hardin	954-786-4098	954-786-4168
South Florida Regional Transportation Authority (SFRTA) 800 NW 33 Street Pompano Beach, FL 33064	Martin Kelly	954-788-7913	954-788-7878
Sunrise, City of-Purchasing 10770 W. Oakland Park Blvd. Sunrise, FL 33351	Alicia Shand Marsha Peterson	954-572-2274	954-572-2278
Tamarac, City of-Purchasing 7525 NW 88 Avenue Tamarac, FL 33321	Keith Glatz	954-724-2450	954-724-2408
Village of Wellington 14000 Greenbriar Blvd. Wellington, FL 33414	Jim Volkman	561-791-4111	561-753-2548

Special Instructions to Bidders (In addition to General Conditions)

SUBMISSION OF INFORMAL BIDS: The Invitation for Bid form must be executed and submitted with all bid sheets. The pricing page must be completed in its entirety (all spaces must be filled, no spaces are to be left blank). Bids not submitted on bid sheets and spaces left blank on the pricing page may be rejected. The Bidder must check for any addendums to this bid, and continue to check for any addendums up to the due date and time of this bid. The face of the envelope should contain the vendor's name, return address, due date and time of bid opening, and bid number, if mailed. All bids are subject to the conditions specified herein.

PURPOSE:

The City of Hollywood is seeking bids to establish a contract for the following services:

- Annual Inspection and Service of Fire Extinguishers
- Semi-Annual and Annual Inspections and Service of Automatic Extinguishing Systems
- Fire Extinguisher Replacement
- Fire Extinguisher/Automatic Fire Extinguishing Systems Parts Replacement
- Non-scheduled Fire Extinguisher Recharge Service

All Automatic Extinguishing Systems shall be inspected twice (two times) per year, during October and again in April. Portable extinguishers shall be inspected once (one time) per year only.

The Chief Fire Marshal or his designee shall provide inspection list to bidder awarded contract to enable scheduling inspection. Service shall be scheduled and authorized only by the respective City Fire Marshal or his designee.

Pricing to include necessary labor to provide the required services and install all replacement parts covered under the agreement.

TERMS:

The contract period shall start with the expiration date of any previous contract or Date of Award, whichever is latest, and shall terminate two (2) years from that date. The Director of Purchasing and Materials Management may renew this contract for two (2) additional two (2) year periods subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City. Notification of intent to renew will be mailed sixty (60) calendar days in advance of expiration date of this contract. All prices, terms and conditions shall remain firm for the initial period of the contract.

TERMINATION:

The City of Hollywood reserves the right to terminate this agreement with or without cause.

CONTACTS:

The contacts for the City regarding this bid will be Ralph Dierks, Senior Procurement Specialist, Procurement Services Division, (954)921-3223 and Kimberly Kilpatrick, Procurement Specialist, Procurement Services Division, (954)921-3222.

Any questions you may have as to technical specifications may be directed to the Fire Marshal's Office at (954)967-4404.

Bidders are required to submit, as an addendum to their bid, a statement of work experience, number of personnel employed and references of current contracts with phone numbers and contact persons. Bidder shall provide information only as it relates to work specified in this contract.

The bidder shall fully comply with all Federal, State and City laws and regulations concerning labor, work hours, labor conditions and wage rates. The bidder is also reminded that he must fully adhere to the Federal Occupation Safety and Health Act (OSHA).

In performance of work specified herein, the vendor shall take all precautions necessary and shall be solely responsible for the safety of said work and shall take such steps as may be necessary to protect persons and property from damage and injury.

The vendor and his employees shall maintain a neat and professional appearance at all times while working in City facilities.

Any damage to the facilities caused by the action of the vendor shall be repaired or replaced at the expense of the vendor to the satisfaction of the City of Hollywood. Failure to restore said property within five (5) working days following notification will result in a deduction from the next invoice of the City expenses incurred through the execution of appropriate labor, material and equipment use or rental to restore property to its original condition.

Quotation to be on a per unit basis on the various types of fire extinguisher, parts, etc., listed in the bid. All prices shall be firm for the initial contract period.

INSPECTION AND BILLING RECORD:

An inspection record on each extinguisher and automatic system under this contract shall be maintained by the contractor - such record to be maintained in a current status available to the Fire Marshal upon demand and shall state City locations and type of fire extinguisher or system serviced. Copy of form to be used for inspection record shall be submitted with bid.

The billing invoice used by the vendor shall be itemized in all respects indicating the fire extinguisher I.D. number, serial number, service performed and unit cost. Such billing invoice shall be completed by the contractor at the time the service is performed. Blanket Purchase Order number shall be indicated on all invoices.

A Work Performance Ticket copy signed by authorized City personnel must be attached to each invoice submitted by the vendor.

The Billing Invoice Form shall be forwarded to the appropriate department/office representative for the respective City within seventy-two (72) hours after the extinguisher(s) are serviced or work is completed. Each location shall be responsible for processing of the appropriate paperwork for payment of services received.

ANNUAL/SEMI-ANNUAL SERVICE:

All fire extinguishers and automatic systems shall be checked and/or serviced as per the State of Florida Fire Marshal's Rules and Regulations as primary requirements and the National Fire Prevention Association (NFPA) regulations referenced therein. When necessary, dry powder must be removed from extinguisher and sifted and re-pressurized.

All CO² and other gas cylinders shall be weighed and checked according to record card for each extinguisher.

All extinguishers shall be recharged on the premises if possible.

When extinguishers are removed from the premises for service, a loaner of equal type must be left in its place.

PARTS REPLACEMENT:

This contract covers service only and such basic parts as are listed in the bid. Any complete replacement or purchase of additional equipment shall be under separate purchase. Any replacement of parts on automatic extinguishing systems shall require prior approval and inspection of Fire Marshal or his designated representative. Any replacement part must, in quality and workmanship, be equal to or exceed the part replaced and meet manufacturer's requirement for replacement parts.

Parts replaced shall be kept on, or returned to, the premises of the department being serviced for thirty (30) days for inspection by the Fire Marshal or his representative.

SERVICING REQUIRED:

Contractor shall label each extinguisher, upon servicing same, with a tag identifying serial number of extinguisher and the date serviced. Contractor will not deface or cover pertinent information such as service class, etc. with his company label.

Agreement shall be covered by a Blanket Purchase Order against which the Department(s) or Division(s) may be serviced as required. Payments will be made on invoices stating, in full, service rendered on a per service rendered basis. Invoices must show the Blanket Purchase Order Number and appropriate job ticket numbers.

Award of bid shall be made to the lowest responsive, responsible bidder meeting specifications, in the best interest of the City of Hollywood, Florida.

EXTINGUISHER REPLACEMENT:

If replacement unit is required, then purchase of a like extinguisher will be allowed at a _____ percent discount off manufacturer's list price. (State discount on pricing page).

NON-SCHEDULED SERVICE:

The contractor shall provide non-scheduled service for the recharging of portable fire extinguishers on as needed basis by the City, during the term of this agreement. If extinguisher is removed from the premises for service a loaner of equal type shall be provided.

RECHARGE:

Dry chemical and CO² units shall be recharged if necessary, at no charge between annual maintenance for units that discharge without tampering (leakage).

COST ADJUSTMENTS:

The costs for all services purchased under this contract shall remain firm for the first year of the contract. Costs for subsequent years and any extension term years is subject to an adjustment pending industry performance. Unless very unusual and significant changes have occurred in the industry, such increases/decreases shall not exceed 5% per year or the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (All Items), as published by the Bureau of Labor Statistics, U.S. Department of Labor, whichever is less. The yearly increase, or decrease in the CPI shall be that latest index published and available prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested price increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the vendor a reasonable reduction in costs that reflect such cost changes in the industry.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract may be cancelled by the City upon giving thirty (30) days written notice to the vendor.

Insurance Requirements:

Contractor shall maintain, at its sole expense, during the term of this agreement the following insurances:

- A. Commercial General Liability **Insurance naming the City as an additional insured** with not less than the following limits:

General Aggregate	\$300,000
Personal and Advertising Injury	\$100,000
Each Occurrence	\$300,000
Fire Damage	\$ 50,000

Coverage shall include contractual liability assumed under this agreement, products and completed operations, personal injury, broad form property damage, and premises-operations.

- B. Commercial Automobile Liability Insurance naming the City as an additional insured with not less than the following limits:

Combined Single Limit	\$100,000
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Coverage shall include contractual liability assumed under this agreement, owned, hired and non-owned vehicles.

Worker's Compensation:

- C. Worker's compensation insurance covering the contractor and the contractor's employees with not less than the following limits:

Worker's Compensation	\$100,000/500,000/100,000 for coverage
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Please Note: The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled until at least thirty (30) days prior written notice has been given to the City. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension thereunder is in effect.

The City reserves the right to require additional insurance in order to meet the full value of the contract.

HOLD HARMLESS AND INDEMNITY CLAUSE:

(Company Name and Signature)

,the contractor shall indemnify, defend and hold harmless the City of Hollywood, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney’s fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.

(Company Name and Signature)

further certifies that it will meet all insurance requirements of the City of Hollywood and agrees to produce valid, timely certificates of coverage.

Disclosure of Conflict of Interest: Vendor shall disclose below, to the best of his or her knowledge, any City of Hollywood officer or employee, or any relative of any such officer or employee as defined in Section 112.3135, Florida Statutes, who is an officer, partner, director or proprietor of, or has a material interest in the vendor’s business or its parent company, any subsidiary, or affiliated company, whether such City official or employee is in a position to influence this procurement or not.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City of Hollywood Purchasing Ordinance.

Name

Relationship

In the event the vendor does not indicate any names, the City shall interpret this to mean that no such relationship exists.

COMPETENCY OF BIDDERS:

Pre-Award inspection of the bidder's facility may be made prior to award of contract. Bids will be considered only from manufacturers or dealers regularly engaged in the servicing of fire extinguishers, and who can produce evidence that they possess the following: Satisfactory record of performance for a reasonable period of time, satisfactory financial support, equipment and organization sufficient to insure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated. The term "Equipment" and "Organization" as used herein shall be construed to mean a fully equipped and well-established business including adequate transportation and personnel as usually found in a first class business in the industry.

All bidders shall have a State of Florida License of the class necessary to do the work required by this bid. All employees doing the work shall have State Permits as required by Florida State Statutes. **Copies of both must be attached to bid submittal.**

All bidders must comply with all requirements of State Fire Marshall's regulations governing extinguishers and pre-engineered systems including minimum equipment requirements. The bidder shall have no outstanding violations or complaints concerning their license.

Copy of Occupational License must be attached to bid submittal.

IMPORTANT - FILL IN THE FOLLOWING:

A.	Years in continuous operation in Broward or Dade County	years	
B.	Give three (3) referenced below:		
	Firm/Name	Address	Contact Phone and Fax Numbers
			No. of Units Serviced

Failure on the part of the bidder to comply with all the above specifications may result in rejection of your bid.

Bid **firm unit price** to inspect and refill the listed fire extinguishers, located in various City Departments and Divisions, for a one (1) year period. The City reserves the right to increase the type, quantities and locations where additional equipment exists or is acquired.

Quantities listed are estimates only, based upon the previous twelve (12) months service. There is no guarantee as to the total amount purchased under this contract.

PARTICIPATING AGENCIES

	<u>Entity</u>	<u>Quantity/Description</u>	<u>Contact</u>
A.	City of Hollywood 2600 Hollywood Blvd. Hollywood, FL 33020	450/ABC 20/BC 100/CO ² 20/Purple K 10/Halon 9/Systems	Ralph Dierks 954-921-3223
B.	City of Tamarac 7525 NW 88 Ave. Tamarac, FL 33321	182/ABC 40/BC 4/Systems	Keith Glatz 954-597-3570
C.	City of Deerfield Beach 210 Goolsby Blvd. Deerfield Beach, FL 33442	100/ABC	Paul Collette 954-480-4418
D.	City of Greenacres 5800 Melaleuca Ln. Greenacres, FL 33463	83/ABC 2/BC 1/Systems 4/Purple K 3 Sodium Bi-Carb	Alyssa Milo 561-642-2039
E.	South Florida Regional Transportation Authority 800 NW 33 rd Street Pompano Beach, FL 33064	20/ABC	Martin Kelly 954-788-7913
F.	City of Pompano Beach 1190 NE 3 Ave. Bldg. C Pompano Beach, FL 33060	400/ABC 7/Systems	Leeta Hardin 954-786-4098
G.	City of Coral Springs 4181 NW 121 Avenue Coral Springs, FL 33065	800/ABC 40/BC 100/CO ² 5/Purple K 5/Halon	Julio A. Roman 954-345-2238

H.	City of Lauderdale Lakes 4300 NW 36 th Street Lauderdale Lakes, FL 33319	75/ABC	Robin Soodeen 954-535-2758
I.	City of Hallandale Beach 400 S. Federal Hwy. Hallandale Beach, FL	200/ABC 5/CO ² 3/Systems	Andrea Lues 954-457-1332
J.	City of Pembroke Pines 13975 Pembroke Road Pembroke Pines, FL	80/ABC 25/CO ² 7/Systems	Terri Burzo 954-437-1111

BIDDER'S NOTE: Award of any bid will require that the successful bidder ensure that a properly completed Vendor Registration Form is on file with the City.

“Pricing Page”

NOTE: Give both unit price and extended total. Prices must be stated in units to quantity specified in the bid specifications. In case of a discrepancy in computing the amount of the bid, the unit price quoted will govern and the total will be adjusted accordingly. No spaces are to be left blank, but should be marked as follows:

N/A = Not Applicable
N/C = No Charge
N/B = No Bid

Spaces marked with a zero (0) will be considered no charge.

ANNUAL FIRE EXTINGUISHER SERVICE:

Unit cost for recharging will include chemicals.

GROUP I

ITEM	ESTIMATED QUANTITY	TYPE	FIRM UNIT PRICE	ANNUAL ESTIMATED TOTAL
A.	2390	Dry Chemical ABC Inspection	\$	\$
B.	900	Dry Chemical ABC Recharge	\$	\$
C.	80	Dry Chemical BC Recharge	\$	\$
D.	200	CO ² Recharge	\$	\$
E.	20	Purple K Recharge	\$	\$
F.	30	1211 Halon Recharge	\$	\$

TESTING:

Bid on Hydrostatic Testing of the following types of fire extinguisher on a per unit basis

ITEM	ESTIMATED QUANTITY	TYPE	TESTING PRICE (EACH UNIT)	ANNUAL ESTIMATED TOTAL
G.	65	CO ²	\$	\$
H.	50	Water Pressurized Type	\$	\$
I.	300	Dry Powder Pressurized Type	\$	\$
TOTAL GROUP I				\$
MINIMUM CALL OUT CHARGE				\$

FIRE EXTINGUISHERS: Bidder to state % discount available off price for replacement fire extinguisher:

%		
Catalog	Brand	Number

PARTS: Bidder to state % discount available off price of related parts, not listed below:

%		
Catalog	Brand	Number

Parts price list covering types of units listed shall be submitted to Purchasing & Materials Management Division with Bid. Failure to comply with this request may be grounds for elimination of Bid.

GROUP II PARTS REPLACEMENT

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	ANNUAL ESTIMATED TOTAL
A.	400 ea.	Valve Repair (Including Valve Stem)	\$	\$
B.	800 ea.	O-Rings	\$	\$
TOTAL GROUP II				\$

Inspection of Automatic Extinguishing Systems shall include the following:

1. Removal and sifting of powder, if necessary.
2. Changing all fusible links.
3. Checking the system for bottle pressure, proper arming, excess accumulation of grease that would hamper activation of the system.
4. Verify control hood operation.
5. Verify local and remote manual operation.
6. Verify all gas, electric and fresh air ventilation shutdowns.
7. Distribution piping purge with nitrogen and cleaning of dirt traps.

GROUP III INSPECTION OF AUTOMATIC EXTINGUISHING SYSTEMS

ITEM	QUANTITY	LOCATION	TYPE	FIRM UNIT PRICE	ESTIMATED ANNUAL TOTAL (2 inspections each)
A.	30	Various	Semi-Annual Automatic Extinguishing Systems	\$	\$

**GROUP IV RECHARGING OF AUTOMATIC EXTINGUISHING SYSTEMS, IF
ACTIVATED TO INCLUDE LABOR AND MATERIALS**

ITEM	ESTIMATED ANNUAL QUANTITY	TYPE	PRICE Per Recharge
A.	1	KIDDIE WHDR-250	\$
B.	1	KIDDIE HDR Sentinel 25-C	\$
C.	1	KIDDIE IND-50DC	\$
D.	1	Pyrochem PCL 165	\$
E.	1	Pyrochem PCL 240	\$
F.	1	FSI-30	\$
G.	1	Range Guard 2.5G	\$
TOTAL GROUP IV			\$

GROUP V NON-SCHEDULED RECHARGE SERVICES

ITEM	ESTIMATED ANNUAL QUANTITY	TYPE	PRICE Per Recharge
A.	300	Portable Fire Extinguishers	\$
B.	300	Call Out Charge	\$
TOTAL GROUP V			\$
GRAND TOTAL GROUPS I, II, III, IV & V			\$

FOR INFORMATION ONLY:

Is service available on a 24 hour basis?	
Phone Number:	

The City reserves the right to award Group by Group, or to overall low bidder, whichever is in the best interest of the City.

Bidder to report on and service all fire extinguishers at a location if expiration date has passed. Also a separate report location by location and type of fire extinguisher should be submitted to the Fire Marshal's Office on all extinguishers located within the building whose service date has not expired but were observed at time of initial facilities inspection.

This service to be performed at no additional cost to the City.

Faxed Bids are acceptable to 954-921-3086, Attention: Ralph Dierks.

Submitted By:	
Company Name:	
Address:	
Phone:	

**PLEASE RETURN AN ORIGINAL AND TWO COPIES OF ENTIRE BID DOCUMENT
IF NOT SUBMITTING BID ON-LINE OR VIA FAX.**

BID SUBMITTAL COMPLETION CONFIRMATION:

1. I, THE BIDDER, HAVE COMPLETED AND SIGNED ALL REQUIRED BID DOCUMENT PAGES.
YES _____

2. I, THE BIDDER, HAVE SUBMITTED MY BID ON THE BID SHEETS PROVIDED, AND ACKNOWLEDGE THAT BIDS NOT SUBMITTED ON BID SHEETS PROVIDED MAY BE REJECTED.
YES _____

3. I, THE BIDDER, HAVE FILLED IN ALL SPACES ON THE PRICING PAGE AS NOTED, AND ACKNOWLEDGE THAT BIDS WITH SPACES LEFT BLANK ON THE PRICING PAGE MAY BE REJECTED.
YES _____

4. I, THE BIDDER, HAVE INCLUDED ALL INFORMATION, CERTIFICATES, LICENSES AND ADDITIONAL DOCUMENTATION AS REQUIRED BY THE CITY IN THIS BID DOCUMENT.
YES _____

5. I, THE BIDDER, HAVE CHECKED FOR ANY ADDENDUMS TO THIS BID, AND WILL CONTINUE TO CHECK FOR ANY ADDENDUMS UP TO THE DUE DATE AND TIME OF THIS BID.
YES _____

NAME OF COMPANY: _____

BIDDER'S NAME: _____

BIDDER'S AUTHORIZED SIGNATURE: _____

DATE: _____