

Bid #:12-B-015	Due Date: December 19, 2011 @ 3:00 PM	Mail Date: November 18, 2011
Wynn Greene Sr. Procurement Analyst II	Respond: Purchasing and Contracting Administration 555 South Washington Avenue Titusville, Florida 32796	
Bid Title/Name: GUNS-AMMUNITION-LESS LETHAL-TARGETS		

**CITY OF TITUSVILLE
FORMAL INVITATION FOR SEALED BID**

PHONE (321) 383-5767

FAX (321) 383-5628

This is not an order!

Critical Response Data
Name of Company Bidding:
Address:
Notes: 1. Sealed bids will be opened and the names of the firms that submitted bids will be announced in the City of Titusville Council Chamber, City Hall, 555 South Washington Avenue, Titusville, Florida at 3:00 pm on the 19th day of December, 2011. 2. Sealed bids must be submitted on the forms furnished by the City and in accordance with the specifications attached hereto and the list of quantities required and described herein. <u>An original and two copies of the bid package must be submitted in a sealed envelope.</u> 3. This completed form must appear as the top sheet for all bids submitted. 4. SEE ATTACHED SPECIFICATIONS AND LIST OF QUANTITIES DESIRED 5. IT IS THE BIDDER'S RESPONSIBILITY TO ASSURE THAT ALL ITEMS ARE BID
PRE-BID CONFERENCE INFORMATION
N/A
PURSUANT TO CITY POLICY FAILURE OF A VENDOR TO ADVISE THE CITY OF BID DISCREPANCIES IN ORDER TO GAIN A COMPETITIVE ADVANTAGE MAY BE GROUNDS FOR A CANCELLATION OF ANY CONTRACT OR PURCHASE ORDER AWARDED UNDER THIS BID.

Total Amount of Bid or Base Bid	\$
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Bidder's Signature:	Bidder's Title*:
Typed/Print Name:	
Date:	Phone:
Fax:	E-Mail:

***ONLY AUTHORIZED REPRESENTATIVES OF THE BIDDER SHOULD SIGN THIS FORM**

Content Page & Checklist

<u>Page</u>	<u>Description</u>	<u>Received by Initials</u>	<u>Items That Must Be Included With Submittal For Bid to Be Considered</u>
1	Cover Page	_____	COMPLETED FORM
2	Content Page	_____	COMPLETED FORM
3	Instructions/Response	_____	COMPLETED FORM
4	No Bid Form	_____	
5	General Terms & Conditions	_____	
12	Insurance Requirements	_____	INSURANCE CERT.
13	Surety Requirements	_____	INSURANCE CERT.
14	Bidder's Legal Certification	_____	COMPLETED FORM
15	Questionnaire	_____	COMPLETED FORM
16	Drug Free Workplace Certif.	_____	COMPLETED FORM
17	Public Entity Crimes	_____	COMPLETED FORM
19	Local Preference Policy	_____	
20	Price Proposal	_____	COMPLETED FORM
22	Vendor Information	_____	COMPLETED FORM

Addendum/Other (please list)

Proof that your firm is licensed to perform this work, proof of insurance, a completed Drug Free Workplace Form and a completed Public Entity Crimes Form must be included with this bid for your bid to be considered.

CITY OF TITUSVILLE

INSTRUCTIONS/RESPONSE

Bid Name/Title 12-B-015 Guns-Ammunition-Less Lethal-Targets

Preparation of Bids

- Bidders are expected to examine this bid form, attached drawings, specifications, if any, and all instructions. Failure to do so will be at bidder's risk.
- All prices and notations must be in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrections must be made adjacent to mistake, initialed and dated in ink by the person authorized to sign the bid. A responsible officer or employee of that firm must sign with the firm or company name on all bids. Obligations assumed by such signatures must be fulfilled.
- Each bidder shall furnish the information required on the bid form and each accompanying sheet thereof, on which an entry is required.
- Unit price for each unit bid shall be shown and such price shall include packing in accordance with the general or any special conditions, unless otherwise specified. A total shall be entered into the amount column for each item bid. In case of discrepancy between a unit price and the extended price, the unit price will be presumed to be correct.

Special Items (applicable to this bid only)

- a. _____
- b. _____
- c. _____

Authorized Signature:

Name of Company:

"NO BID" RESPONSE TO INVITATION FOR SEALED BID

If your firm is unable to submit a bid at this time, please provide the information requested in the space provided below and return to:

City of Titusville
Purchasing & Contracting Division
555 South Washington Avenue
Titusville, FL 32796

Attention: Purchasing & Contracting Administrator

We have received Invitation for Bid No. **12-B-015** due on **December 19, 2011 at 3:00 PM.**

Reason for "No Bid" (use company letterhead if necessary).

Would you like to be considered for this type of purchase in the future?

Yes () No ()

By:
Signature:

Name & Title, Typed or Printed

Company Name

Phone Number/Fax

GENERAL TERMS & CONDITIONS

1. **Receipt of Bids - Due Date:** Sealed bids (one original and two copies) shall be submitted to the Purchasing & Contracting Administration office, indicated below, no later than the date and time specified. Bids will not be accepted after the advertised time and date. Bids shall be addressed as follows:

For Delivery:

Purchasing & Contracting Administration
 City of Titusville
 555 S. Washington Avenue, 2nd Floor
 Titusville, FL 32796

Each bid shall be submitted in a sealed envelope prior to the time established for the opening of bids, and the envelope shall be marked with the bid number, title of bid, and bid opening date. If submitted other than by mail, it shall be delivered to the office of the Purchasing & Contracting Administration. Bids submitted by mail must be received in the office of the Purchasing & Contracting Administration by the time specified herein for the bid opening. The City of Titusville will take no responsibility for delay caused by poor mail delivery or miscalculation of delivery by the bidder. Please follow up with the Purchasing Division at (321)383-5767 to ensure delivery has been made.

2. **Submittal of Bids:** Bids shall be submitted in a sealed envelope utilizing the bid form(s) provided herein. All bids shall be properly executed with all applicable blank spaces completed. The signatures of all persons signing shall be in longhand. Erasures, interlineations, or other corrections shall be authenticated by affixing in the margin immediately opposite the correction the initials of a person signing the bid. If the unit price and total amount stated by a bidder for any item are not in agreement, the unit price alone shall be considered, as representing the bidder's intention and the totals shall be corrected to conform thereto.
3. **Withdrawal of Bids:** Bidders may withdraw a bid after it has been delivered to the purchasing agent any time prior to the stipulated time for opening of the bids.
4. **Pre-Bid Conference:**
 - a. **Mandatory:** Mandatory pre-bid conferences must be attended by all Vendors interested in submitting a bid. Bids submitted by Vendors that did not attend the Mandatory pre-bid conference will not be considered.
 - b. **Non-Mandatory:** Bidders are encouraged to attend to obtain more information concerning this bid.

Prospective bidders will be invited to attend as designated in the Invitation for Bid Cover Page to inspect the job site and/or to discuss pertinent questions. Any changes to specifications derived from a pre-bid conference will be addressed in the form of an Addendum to all bidders. The type of pre-bid conference (if any) applicable to this project is designated on the cover page.

If, in the opinion of the City an inspection of the job site is required, a pre-bid conference will be scheduled at the job site as stated above.

5. **Familiarity with Site Conditions:** The responsibility for the determination of accurate measurements, the extent of the work to be performed, and the conditions surrounding the performance thereof shall belong to the bidder. Submission of a bid shall constitute acknowledgment by the bidder that it is familiar with all site and work conditions. The failure or neglect of a bidder to familiarize himself with the site of the proposed work shall in no way relieve him from any obligations with respect to his bid.
6. **Questions Regarding Specifications or Bid Process:**
 To ensure fair consideration for all bidders, the City prohibits communication to or with any department, division, or employee during the bid process, except as provided in paragraphs "a, b, c" below. Additionally, the City prohibits communication initiated by a bidder to the City official or employee evaluating or considering the bids prior to the time a bid decision has been made. Such

communication initiated by a bidder may be grounds for disqualification of the offending bidder from consideration of award for the bid currently in evaluation and/or any future bids.

- a. Any questions relative to interpretation of specifications or the bid process, shall be addressed to the designated agent in Purchasing & Contracting Administration, in writing, in ample time before the period set for the receipt and opening of bids. Inquiries received less than seven (7) days prior to the date set for the receipt of bids may not be given consideration. Any interpretation made to prospective bidders will be expressed in the form of an addendum to the specifications which, if issued, will be conveyed to all prospective bidders, if possible, no later than five (5) days before the date set for receipt of bids. Oral interpretations will not be provided.
 - b. It will be the responsibility of the bidder to contact the Purchasing & Contracting Administration prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda or acknowledgment thereof with the bid.
 - c. Inquiries shall be directed to Ms. Wynn Greene, in the Purchasing & Contracting Administration office at the City of Titusville, 555 S. Washington Ave, Titusville, FL 32796 or by fax (321) 383-5628 or by email to wynn.greene@titusville.com.
7. **Pricing/Shipment Cost:** Unless stipulated otherwise herein, all prices must be firm for the delivery schedule quoted herein. Bids stipulating "price in effect at time of shipment" or other similar conditions will be considered not responsive to the bid invitation and will not be accepted. All prices shall be quoted F.O.B. (Freight on Board) Destination; delivered to any City of Titusville department facility unless otherwise stipulated in the BID invitation or exceptions taken by the Bidder.
8. **Political Subdivision:** Under Florida Law, prices contained in State Term Contracts, State Negotiated Agreement Pricing Schedules (SNAPS), Cooperative Bids, or current bids shall, as a minimum, be made available to the City of Titusville unless otherwise exempted by the terms of this engagement. The City reserves the right to purchase any commodity or service from these said instruments if in the best interest of the City. Conversely, the City may disregard these instruments and purchase through alternate means.
9. **Bidder's Certification Form:**
- a. Each bidder shall complete the "Bidder's Certification" form included with this Invitation for Bid, and submit the form along with the bid.
 - b. The failure of a bidder to submit this form shall be cause for reject of the bid.
 - c. The form must be acknowledged before a Notary Public with a notary seal affixed on the document.
10. **"No Bid" Response Form:** In the event you elect not to bid on this requirement, please complete and return the attached "No Bid" form.
11. **Alternatives/Substitutions to Specifications:** Any alternatives or substitutions to the attached specifications must be clearly delineated, properly marked and submitted with the bid (use separate sheets of paper and make them part of the price quote if necessary.)
12. **Meeting Specifications:** The price you submit must meet or exceed specifications. If it does not, please indicate variances, no matter how slight, and attach your detailed specifications for discrepant item(s) bid. Please note that the inability to meet specifications may result in bid being considered non responsive and thus constitute grounds for disqualification and bid rejection.
13. **Period of Offer Validity:** Prices quoted in the bid must remain valid for a period of ninety (90) days from the date of the bid opening unless otherwise instructed.
14. **Bidder's Signature:** The City requires that when a municipality enters into a contractual agreement with a corporation licensed to do business in the State of Florida; such an agreement will be signed by a corporate official or principal (i.e., President, Vice President, Secretary, Treasurer, or other authorized official, e.g., Executive Director) with the corporate seal affixed. If the aforementioned corporate officers or the corporate seal are not readily available, a letter of authorization from a corporate official or principal may be submitted in lieu thereof. Such letter of authorization must be on corporate stationery, must clearly state that the person who signed the referenced agreement is duly

authorized to enter into such an agreement on behalf of the corporation and must be signed by said corporate officials. Failure to submit letters of authorization within two (2) weeks after notification of award may result in award withdrawal.

In the case of a partnership, the agreement must be signed by the general or managing partner and notarized as outlined above. In the case of a sole proprietorship the owner must sign the agreement and have such execution notarized.

If you have any questions regarding the execution of the signature page, please feel free to contact the Purchasing & Contracting Administration office at (321)383-5767, for further clarification. Strict adherence to criteria outlined above is of the utmost importance in the finalization of agreements awarded to successful bidders.

15. **Bidder Qualification:** The City reserves the right to conduct an inspection of the bidder's facility and equipment prior to the award of the agreement. The City will notify you in writing of our intent to conduct an inspection or survey of your facility. Bids will be considered from firms who have adequate personnel and equipment and who are so situated as to perform prompt services and who maintain the regular business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, except for holidays. For the provision of services only (not supplies) – the City will only consider bids from licensed firms which are regularly engaged in the business as described in this bid package; with a satisfactory record performing similar work for a reasonable period of time, but not less than one (1) year, which have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services if awarded an agreement under the terms and conditions herein stated. The terms “equipment and organization” as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practice in the industry and as determined by the City.
16. **Legal Requirements:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the item(s) to be procured hereby shall be duly observed. Lack of knowledge by the Bidder will in no way be cause for relief from responsibility and abidance. Failure to comply with all applicable legal requirements shall render your bid as non-responsive.
17. **Selection/Rejection of Options:** The City of Titusville reserves the right to select/reject options bid, based on specifications, price or other criteria deemed to be in the best interest of the City.
18. **Bid Tabulation:** Bidders may request copies of the bid tabulation documents in person or by enclosing a stamped, self-addressed envelope with the bid. Bid tabulation will be provided after one of the following, whichever occurs first: (i) notice of decision or (ii) bid tabulation stating the intended decision.
19. **Evaluation of Bid Award:** Award shall be made to the bidder that submits the lowest bid price proposal (Unit Price Bids: The award will be made to the firm that submits the lowest price proposal or aggregate amount resulting from applying the unit price(s) submitted in the bid to the quantity(ies) shown in the price proposal), provided that its bid is both responsive and responsible as determined solely by the City. The City further reserves the right to consider matters such as, but not limited to, quality offered, delivery terms, discounts, and service reputation of the bidder, in determining the most advantageous bid.
20. **Criteria For Award or Rejection of Bids:** A purchase order or contract will be awarded to the lowest, most responsive, and most responsible bidder complying with all the provisions of the Invitation for Bid, provided the bid price is reasonable and it is in the best interest of the City to accept it. The City reserves the right to reject any and all bids and to waive any informality or irregularity in bid received whenever such rejection or waiver is in the City's best interest. The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete contracts or purchase orders on time, or a bid of a bidder who upon investigation shows not to be in a financial or other position to properly perform the contract.
 - a. In determining responsibility, the following criteria (not prioritized), in addition to price, will be considered by the City:

- b. The ability, capacity, and skill of the bidder to perform the services required.
 - c. Whether the bidder can perform or provide the requirements or provide the services promptly, or within the time specified, without delay or interference.
 - d. The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
 - e. The quality of performance of previous contracts, purchase orders or services rendered.
 - f. Previous and existing compliance by the bidder with laws and ordinances relating to contracts, purchase orders or services.
 - g. The sufficiency of the financial resources as they relate to the ability of the bidder to perform the contract, purchase order, or provide the service.
 - h. The quality, availability, and adaptability of the supplies or services to the particular use required.
 - i. The ability of the bidder to provide future maintenance and service for the use of the subject matter if required by the bid specifications.
 - j. Whether the bidder is in arrears to the City on a debt or is a defaulter on surety to the City or, whether the bidders' taxes or assessments are delinquent.
 - k. Whether the bidder is in litigation or has caused the City to litigate against it or any of its associates, subsidiaries, etc. at any prior time.
 - l. Such other additional criteria as may be developed for a specific price quote.
21. **Bid Award:** Award will be made within approximately four weeks after the advertised bid opening date. It is incumbent on bidders to contact the Purchasing & Contracting Administration at (321)383-5767, to determine the apparent successful bidder(s). The City's governing body shall consider and award all orders or contracts exceeding \$15,000.
22. **Execution of the Purchase Order/Contract:** The successful bidder shall, at the City's option, within fifteen (15) calendar days after notification of award is issued by the City of Titusville, enter into a purchase order or contract with the City on forms provided by the City for the performance of work awarded and shall simultaneously provide any required bonds, indemnities, insurance certificates or other required documentation. Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.
23. **Failure to Execute Purchase Order or Contract:** Failure of the successful bidder to accept the contract or purchase order as specified may be cause for cancellation of the award. In the event that the award is cancelled, the award may then be made to the second lowest responsive and responsible bidder, and such bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the bid award was made; or the City may reject all the bids and rebid. Vendors who default may cause the City to reject future bids.
24. **Failure to Execute Contract – Bid Guarantee Forfeited:** Should the successful Bidder fail to execute and deliver the contract to the Purchasing & Contracting Administrator within the allotted time, the City at its option may find said bidder no-responsive and deem his bid guarantee as forfeited pursuant to these instructions. Failure of the bidder to execute the Contract may also result in additional sanctions pertaining to the bidding of future Work by the forfeiting bidder.
25. **Award Dispute Resolution:** Bid award challenges shall be posted in writing with the office of the Purchasing & Contracting Administrator who (as authorized by the City Manager) is the administrative head of the Purchasing & Contracting Administration Division. The Purchasing & Contracting Administrator will gather evidence and discern facts and make a recommendation to the City Manager. The City Manager will present his recommendations to the governing body which will make the final decision on the matter. All decisions of the governing body are final. Pursuant to Florida Statutes, Chapter 120.57, any person who is adversely affected by the City's decision or intended decision shall file a written notice of protest must be filed with Purchasing & Contracting Administration within 72 hours after the posting (electronic or otherwise) of one of the following, whichever occurs first: (i) notice of decision or (ii) bid tabulation stating the intended decision. The nature of protest must be

followed within 10 days of filing by a formal written notice fully detailing all elements, which promulgated the protest.

26. **Bid Award Cancellation:** The City reserves the right to withdraw all bid awards at anytime for any reason.
27. **Conflict of Interest:** The award hereunder is subject to all applicable portions of Chapter 112, Florida Statutes. All Bidders must disclose prior to or with their bid the name of any officer or employee, or officer/employee's spouse or child, who is also an officer or employee of the City of Titusville. Further, all Bidders must disclose the name of any City of Titusville officer or employee, or officer/employee's spouse or child who owns, directly or indirectly, or has an interest in one or more of the Bidder's firm(s) or any of its branches.
28. **References:** If required by the bid document, bidders shall submit as a part of the bid package, three (3) account references, with name of account, address, contact person, and telephone number. Governmental references are preferred.
29. **Trade Names:** In cases where an item to be bid is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "EQUAL" unless the proposed "EQUAL" is indicated in the bid response therein by the bidder. Generally, the reference to a name brand is intended to be descriptive but not restrictive and only to indicate to the prospective bidder articles that will be deemed acceptable. Bids on other makes and catalogs will be considered provided each bidder clearly states in his bid or proposal exactly what alternative he proposes to furnish and forwards with his bid a cut illustration or other descriptive material which will clearly indicate the character of the article covered in this bid.

The City reserves the right to approve as an equal, or to reject as not being equal, any article the bidder proposes to furnish which contains major or minor variations from the specification requirements but may comply substantially therewith.

If no particular brand, model, or make is specified and if no data is required to be submitted with the bid, before the successful award and before manufacturing or shipment the vendor may be required to submit working drawings or detailed descriptive data sufficient to enable the City to judge if such data and specifications are in compliance with the City's requirements.
30. **Right to Audit Records:** The City shall be entitled to audit the books and records of the contractor or subcontractor to the extent that such books and records relate to the performance of the Purchase Order or any supplement to the Purchase Order. Such books and records shall be maintained by the contractor or subcontractor for a period of three (3) years from the date of final payment under the Purchase Order unless a shorter period is otherwise authorized in writing by the City.
31. **Fiscal Year Funding Appropriation:**
 - a. Specified Period: Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitations and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by City Council.
 - b. Cancellation Due to Unavailability of Funds in Succeeding Final Periods: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the purchase order shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any work performed to the date of cancellation.
32. **Florida Prompt Payment Act/Invoicing and Payment:** Suppliers shall be paid in accordance with the State of Florida Prompt Payment Act, Section 218.70 of the Florida Statutes, upon submission of proper invoice(s) to: Accounts Payable Division, City of Titusville, P.O. Box 2806, Titusville, Florida

32781-2806. Invoices are to be billed at the prices stipulated on the purchase order and as outlined in this BID. All invoices must show the City of Titusville purchase order number.

33. **Discounts:** Bidders may offer a cash discount for prompt payments. Discounts will be computed from the date of satisfactory delivery at place of acceptance and/or from receipt of correct invoice at the office specified whichever is later. Bidders are encouraged to reflect cash discounts in the unit prices bid.
34. **Florida Statutes on Drug-Free Workplace Programs:** In case of tie bids, preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This form is included with this Invitation for Bid and must be completed and returned with your bid.
35. **Equal Opportunity Employer:** The City is an Equal Employment Opportunity (EEO) employer and as such encourages all contractors or vendors to voluntarily comply with EEO regulations with regards to gender, age, race, veteran status, country of origin, and creed. In addition, the contractor or vendor or anyone under his employ shall comply with all applicable rules, regulations and promulgation's thereby pertaining to the avoidance or appearance of sexual harassment or on the job discrimination. The contractor or vendor shall maintain a working environment free of discrimination or unwelcome actions of a personal nature. Any sub-contracts entered into shall make reference to this clause with the same degree of application being encouraged. When applicable, the contractor or vendor shall comply with all new State and Federal EEO Regulations.
36. **Public Entity Crime:** 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
37. **Suspension or Rescindment of Bidding Privileges:**
The City of Titusville may rescind bidding privileges of any vendor, contractor, supplier, service provider, or other entity for violation of one or more of the issues listed below.
- Continued failure to deliver products, services, work in accordance with the terms and conditions of the engagement documentation.
 - Disregard for the prudent use of taxpayer's funds.
 - Causing the City to litigate.
 - Shoddy workmanship.
 - Deliberate attempts to deceive the City.

THE CITY RESERVES THE RIGHT TO MODIFY, REMOVE, ADD CONDITIONS AT ANY TIME TO THESE GENERAL CONDITIONS TO PROTECT ITS BEST INTERESTS.

Insurance Requirements

The following represent the insurance requirements for this bid and are the minimum insurance requirements to be provided by the awarded bidder prior to issuance of the Notice to Proceed:

Commercial general liability coverage on an occurrence basis in the minimum amount of \$1,000,000 per occurrence and \$1,000,000 policy aggregate (defense cost shall be in excess of the limit of liability). Coverage shall include premises and operations, products and completed operations, personal injury and advertising liability and medical payments. The State shall be named as an Additional Insured.

Automobile liability insurance covering all vehicles, owned or otherwise, used in connection with this contract, with a minimum combined single limit of \$1,000,000, including hired and non-owned liability and \$25,000 medical payment.

Workers' compensation and employer's liability insurance in accordance with Chapter 440 of the Florida Statutes, with minimum employers' liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Contract work. Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees. In the construction industry, only corporate officers of a corporation or any group of affiliated corporations may elect to be exempt from worker's compensation coverage requirements. Such exemptions are limited to a maximum of three per corporation and each exemption holder must own at least 10% of the corporation or be a member of a limited liability company owning at least 10% of the company. Independent contractors, sole proprietors and partners in the construction industry cannot elect to be exempt and must maintain worker's compensation insurance.

The General Liability and Auto Liability certificates of insurance shall indicate that the policies have been endorsed to cover the City as an additional insured and that these policies may not be canceled or modified without thirty (30) days prior written notice to the City. All policies should be underwritten by insurance agencies licensed to do business in the State of Florida and with an A.M. Best rating of no less than A- and with a Financial Size Category of no less than VI.

The insurance coverage enumerated above constitutes the *minimum* requirements and shall in no way lessen or limit the liability of the Bidder/Contractor under the terms of the Contract. Subcontractor's insurance shall be the responsibility of the Bidder/Contractor.

SURETY REQUIREMENTS

The following are the surety and bonding requirements for this bid.

Surety Qualifications: As to companies being rated acceptable to City:

- (a) The Surety shall be rated as “A-” or better as to General Policyholders Rating and Class X or better as to Financial Category by Best’s Key Rating Guide, published by Alfred M. Best Company, Inc., of 75 Fulton Street, New York, New York, 10038.
- (b) The Surety shall be listed on the U.S. Department of the Treasury, Fiscal Service, Bureau of Government Financial Operations, Circular 570, (Latest Revision) entitled, “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies”.
- (c) All Surety Companies are subject to approval and may be rejected by the Owner without cause, in the same manner that bids may be rejected.
- (d) Limitations: Bonding Limits or Bonding Capacity refer to the limit or amount of Bond acceptable on any one risk. The bonding limit of the Surety shall not exceed ten percent (10%) of the policyholder surplus (capital and surplus) as listed by the aforementioned Best’s Key Rating Guide, on any one risk (penalty or amount of any one bond).
- (e) Requirements: Policyholder’s surplus is required to be 10 times the amount of any one bond.

BIDDER'S LEGAL CERTIFICATION

As witnessed by my signature below, I have carefully examined the Invitation for Bid, Instructions to Bidders, General and/or Special Conditions, Vendor's Notes, Specifications, proposed Agreement, and any/all other documents accompanying or made part of this bid invitation.

- I hereby propose to furnish the goods or services specified in the Invitation at the prices or rates quoted in my bid. **I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the city adequate time to evaluate the bids.**
- I agree to abide by all conditions of this bid and understand that the Titusville Law Enforcement Department prior to bid award may conduct a background investigation.
- I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing, and able to perform if awarded the bid.
- I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm, or corporation submitting a bid for the same product or service; no officer, employee, or agent of any other bidder is interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Company Name: _____

By: _____
Signature Name & Title, Typed or Printed

Mailing Address (City, State & Zip Code):

Telephone/Fax Number: _____

State of _____

County of _____

Sworn and subscribed before me this _____ day of _____, 20 _____.

Notary Public

Personally Known

Produced I.D. _____

QUESTIONNAIRE

Please submit this form with your sealed bid.

This form is to be utilized to provide general information about your firm/company to the City of Titusville.

Name of Company _____ Fed I.D. # _____

City of Titusville Occupation License Number (as applicable): _____

Please answer the following:

1. Number of years your firm/company has been in business: _____ years.
2. Is your firm incorporated in the State of Florida? _____ Yes _____ No
3. Number of years your firm/company has provided the type of product/service required by the Invitation for Bid: _____ years.
4. Headquarter address if different from business address _____
5. Names of key employees who will work on this project and their years of experience in the type of service related to work specified in this proposal:

	<u>Name and Title</u>	<u>Years of Experience</u>
A.	_____	_____
B.	_____	_____
C.	_____	_____

	<u>References Name/Title</u>	<u>Phone Number</u>
A.	_____	_____
B.	_____	_____
C.	_____	_____

Please indicate any certifications or licenses held to perform the work on which you are bidding. Use additional pages as needed.

Certification issued by: _____ Exp. Date: _____

License issued by: _____ Exp. Date: _____

Please indicate below the names and addresses of your primary/secondary suppliers for the product covered under this proposal (if applicable.)

Primary

Name: _____ Phone No. _____

Address: _____ Contact: _____

Secondary

Name: _____ Phone No. _____

Address: _____ Contact: _____

Name and Title of Person Completing Form:	
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DRUG-FREE WORKPLACE CERTIFICATION

In case of tie bids, preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free certification form below must be signed and returned with your bid.

In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition. (2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations. (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph. (4) In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction. (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted. (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature, Title, Date

STATE OF _____
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority _____
who, after being first sworn by me, affixed his/her signature in the space provided above on
this _____ day of _____, 20 _____.

____ Personally known Produced I.D. _____

Notary Public

PLEASE COMPLETE AND SUBMIT WITH BID

PUBLIC ENTITY CRIMES

Any person submitting a bid, proposal or reply in response to this invitation or a contract, must execute the enclosed form PUR. 7069, sworn statement under section 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with his quote, bid, or proposal. If you are submitting a quote, bid or proposal on behalf of dealers or suppliers who will ship commodities and receive payment from the resulting contract, it is your responsibility to see that copy(ies) of the form are executed by them and are included with your quote, bid, or proposal. Corrections to the form will not be allowed after the quote, bid, or proposal opening time and date. Failure to complete this form in every detail and submit it with your quote, bid, or proposal may result in immediate disqualification of your bid or proposal.

The 1989 Florida Legislature passed Senate Bill 458 creating Sections 287.132 - 133, Florida Statutes, effective July 1, 1989. Section 287.132(3)(d), Florida Statutes, requires the Florida Department of General Services to maintain and make available to other political entities a "convicted vendor" list consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. A public entity crime is described by Section 287.133, Florida Statutes, as a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or with an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

A public entity may not accept any bid, proposal or reply from, award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f), Florida Statutes.

Therefore, effective October 1, 1990, prior to entering into a contract (formal contract or purchase order in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO) to provide goods or services to **THE CITY OF TITUSVILLE**, a person shall file a sworn statement with the contracting officer or Purchasing Director, as applicable. The attached statement or affidavit will be the form to be utilized and must be properly signed in the presence of a notary public or other officer authorized to administer oaths and properly executed.

THE INCLUSION OF THE SWORN STATEMENT OR AFFIDAVIT SHALL BE SUBMITTED CONCURRENTLY WITH YOUR BID, PROPOSAL OR REPLY DOCUMENTS. NON-INCLUSION OF THIS DOCUMENT MAY NECESSITATE REJECTION OF YOUR QUOTE, PROPOSAL OR BID.

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with the _____
Bid/Proposal for THE CITY OF TITUSVILLE.

2. This sworn statement is submitted by _____ whose business
address is _____ and (if applicable)
its Federal Employer Identification (FEIN) is _____.

3. My name is _____
(please print name of individual signing) and my relationship to the entity named above is
_____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- (1) A predecessor or successor of a person convicted of a public entity crime; or
- (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)
Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2011 by _____, _____ (title) on behalf of _____ . He/she is personally known to me or has produced _____ as identification and did () did not () take an oath.

(Notary Signature)
Name: _____
My Commission Expires: _____
Commission Number: _____

PLEASE COMPLETE AND SUBMIT WITH BID

LOCAL PREFERENCE POLICY

(Ordinance No. 6-1994 and as amended by Ordinances No. 10-1995 and 46-2009)

The City of Titusville grants preference to those vendors, contractors or service providers whose primary business location is within the physical limits of the City of Titusville or Brevard County and have held a valid occupational license (Business Tax Receipts) for a period of no less than one year. Local business shall be defined in accordance with said ordinance which is available for review in the City Clerk's or Purchasing & Contracting Administrator's office and will be provided if requested for the cost of copying it.

Local City of Titusville Preference:

1. Five (5) percent of the low bid amount for project awards up to and including \$500,000.00,
2. Three (3) percent of the low bid amount for project awards greater than \$500,000.00 up to and including \$1,000,000.00, and
3. Two (2) percent of the low bid amount for project awards greater than \$1,000,000.00 up to and including \$1,500,000.00.

Local Brevard County Preference:

1. Two (2) percent of the low bid amount for project awards up to and including \$500,000.00,
2. One (1) percent of the low bid amount for project awards greater than \$500,000.00 up to and including \$1,000,000.00, and
3. Sixty six hundredths (0.66) of one percent of the low bid amount for project awards greater than \$1,000,000.00 up to and including \$1,500,000.00.

Preference consideration will be applied to offerors to this bid proposal.

THIS IS NOT AN ORDER

Please bid on the following items. We will NOT consider substitute orders.

Bid price shall be stated in units requested and shall remain firm for 90 calendar days. Please specify the number of cases in any blank spaces in the column marked # of cases if quantity is not shown. Prices are to include shipping to 1100 John Glenn Blvd., Titusville, FL.

GUNS

<i>Item</i>	<i>Description</i>	<i>Required Qty</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Total Price</i>
1	Hekler-Koch MP-5 A3NT 9mm SMG	2	EA		
Total Guns					

AMMUNITION

<i>Item</i>	<i>Description</i>	<i>Required Qty</i>	<i># of Cases</i>	<i>Price/Case</i>	<i>Total Price</i>
1	9mm 85gr RWS Copper-Matrix NTF Non-Toxic Line	5000	10		
2	American Eagle Centerfire 9mm 115gr FMJ – AE9DP	5000			
3	Tru Rifle 223 Rem (5.56x45mm) 69gr Sierra Matchking BTHP – T223M	3000			
4	308 Win 168 gr BTHP Tap Precision	3600	18		
5	223 Rem 55gr FMJ-BT Training	9000	18		
Total Ammunition					

LESS LETHAL

<i>Item</i>	<i>Description</i>	<i>Required Qty</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Total Price</i>
1	Defense Technology - Exact Impact 40mm Sponge Round – Part #6325	40	EA		
2	Defense Technology – MK- 9 OC/CS – Part #56095	8	EA		
3	Defense Technology – 40mm Multiple Foam Baton – Part #6099	40	EA		
4	Defense Technology – 40mm Multiple Wood Baton – Part #6098	20	EA		
5	Defense Technology – 40mm Extended Range Round – Part #6325LE	20	EA		
6	Defense Technology – 40mm Reloadable Training Round – Part #6530	2	EA		
7	Defense Technology – Low Roll II Distraction Device (non-reloadable) – Part #8902NR	24	EA		
8	Defense Technology – 4 Gram Reload for #25 Distraction Device – Part #7007	24	EA		

9	Defense Technology – Instantaneous Blast Grenade CS – Part #1042	6	EA		
10	Defense Technology – Flameless Tri-Chamber CS – Part #1032 CS	6	EA		
11	Defense Technology – Pocket Tactical Grenade CS – Part #1016 CS	10	EA		
Total Less Lethal					
TARGETS					
<i>Item</i>	<i>Description</i>	<i>Required Qty</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Total Price</i>
1	LSAR-2 – Armed Robbery/Liquor Store	50	EA		
2	LSAR-7 – Armed Robbery/Liquor Store	50	EA		
3	LE-41 – Male Teen w/Hostage	50	EA		
4	LE-43 – Female Teen w/Hostage	50	EA		
5	HI-7 – Home Invasion w/Hostage	50	EA		
6	HI-9 – Home Invasion w/Hostage Side Angle	50	EA		
7	FTTS-1 Fulcrum Tactical Multi-Purpose Training Target	50	EA		
8	B-21E Blue Target	200	EA		
Total Targets					
EAR PLUGS					
<i>Item</i>	<i>Description</i>	<i>Required Qty</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Total Price</i>
1	Peltor Nitro Foam Ear Plugs (200 pair/box)	4	BX		
Total Ear Plugs					
TAX EXEMPT					N/A
Grand Total All Bid Items					

The City reserves the right to award this bid to multiple vendors based on low bid price per item.

SPECIFY EXPECTED DELIVERY FROM RECEIPT OF PURCHASE ORDER _____ DAYS.

RETURN BY DUE DATE – DECEMBER 19, 2011 @ 3:00 PM

TO BUYER: Wynn T. Greene, Sr. Procurement Analyst II

City of Titusville, 555 S. Washington Avenue, Titusville, FL 32781-2806

Any questions regarding this bid may be faxed to the attention of the Purchasing & Contracting Administration at 321-383-5628 or emailed to wynn.greene@titusville.com no later than seven (7) days prior to bid opening date.

By signing below, I certify that I have read the attached and agree to its contents.

VENDOR INFORMATION:

COMPANY NAME AND ADDRESS:	PHONE # _____ FAX # _____ E-MAIL _____ FEIN # _____
AUTHORIZED SIGNATURE: _____ PRINTED SIGNATURE: _____ TITLE: _____	
DATE SIGNED:	DATE DUE: December 19, 2011 @ 3:00 pm

Proof that your firm is licensed to perform this work, proof of insurance, a completed Drug Free Workplace Form and a completed Public Entity Crimes Form must be included with this bid for your bid to be considered.