City of Bartow, FL

undefined

ITB-CS - Safety Products, Equipment & Supplies

Project ID: 2026-033

RELEASE DATE: September 4, 2026

RESPONSE DEADLINE: September 24, 2031, 2:00 pm

Please refer to the project timeline in this document for all important deadlines.

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SECTION 1: INTRODUCTION AND BACKGROUND INFORMATION

1.1. Purpose of Solicitation

The City of Bartow is seeking catalog or retail discounts from qualified vendors interested in supplying various safety supplies, products and equipment for the City of Bartow city departments on an ongoing as needed basis in accordance with the scope of work and specifications provided herein. Each department is located throughout the City but within City limits. The commodities ("Goods") requested include, but are not limited to, safety boots, vests, eyewear, first aid kits, gloves, hard hats, and more needed to assist with City departmental supply and operating needs.

Vendors shall provide the City of Bartow with a minimum 10% discount off the current list price. List price means the current MSRP or retail price, additionally current pricing is the vendor's current price for an item, whether it is on sale or not. Vendors must be able to provide quotes and invoices showing at a minimum either original price, plus a 10% discount, or the sale price, plus a 10% discount. The percent discount can be shown by individual item being purchased or off the total order.

All responsive, responsible Vendors whose submittal meets the minimum qualifications, terms, conditions and has provided all the forms/documentation required of this solicitation, will be placed on a Qualified Vendor List (QVL) to provide the goods upon being approved by City management.

1.2. City Background Information

The intent of this solicitation is to allow City personnel to purchase safety supplies, products and equipment items as needed on a continuing basis to meet City needs in a timely & efficient manner at a reasonable price in accordance with policy. Additionally, the City's goal is to provide maximum opportunities for open competition, support cost-effective operational management and services, as desired by the City, and promote public awareness of solicitation opportunities to support inclusion.

SECTION 2: INSTRUCTIONS TO BIDDERS

2.1. Bid Schedule

ITB-CS Solicitation Issued:	September 4, 2026
Question Submission Deadline:	September 16, 2031, 4:00pm
Response Submission Deadline:	September 24, 2031, 2:00pm

2.2. Award

Award: will be made to all responding qualified vendors meeting the scope of work, qualifications and specifications. Vendors must submit all required submittal documents to be considered responsive. Failure to submit the required documents shall subject the submittal to rejection. All costs related to items provided should be listed at a fair and reasonable price and based on the minimum discounts listed within the scope of work; failure to do so may cause the bid to be non-responsive and rejected.

The City of Bartow Procurement Department and/or User Department shall be the sole judge of what is fair and reasonable. The City reserves the right to reject any or all bids and/or waive any minor irregularities in the bids received, whichever would be in the best interest of the City. In addition, the following may be considered prior to awarding and adding a vendor to the approved Qualified Vendors List (QVL):

- Vendor's evaluation – quality of performance on previous projects.
- The ability, capacity, equipment and skill of the bidder to fulfill the contract.
- Whether or not the bidder can fulfill the contract within the time specified, without delay or interference.
- The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
- The sufficiency of the financial resources to fulfill the contract to provide the goods and/or services.
- The quality, availability and adaptability of the suppliers or contractual services to the particular use required.
- The ability of the bidder to provide future maintenance and service, as required or needed.
- The number and scope of conditions attached to the bid.

2.3. Bid Term

This bid shall remain open for an ongoing period not to exceed four years from the date of issuance. No additional bidders may be added during the final year of the project term. The total term of this bid shall not exceed five years from the issuance date and will expire on September 30, 2031, unless terminated earlier in accordance with Section 5, Standard Terms and General Conditions, of this bid package. No renewal options shall follow the expiration of this term.

Please note the City will review and evaluate performance at least once annually to include any required updates to be provided by the vendors listed with the scope of work.

2.4. F.O.B. Destination

All prices covered by this bid/contract will include the cost of transportation to the City of Bartow, Florida.

2.5. Packaging

All containers shall be suitable for storage or shipment, and all prices should include standard commercial packaging.

2.6. Taxes

No taxes shall be included in any bid price. The City of Bartow is exempt from state and federal sales use and excise tax.

2.7. Prices

Unless otherwise specified, all prices and/or discounts shall be firm for the duration of the original contract/purchase order. In the event of price decreases the City of Bartow shall be given full proportionate benefits immediately at any time during the contract period.

2.8. Invoices

Invoices: Any invoices at higher prices than the contract price shall be held until proper credit memorandums have been received. Any applicable cash discounts that apply as the result of this contract shall be taken even though the allowable time has elapsed due to the time awaiting credit memorandums.

- **All original invoices shall be mailed to the City of Bartow, Attn: Accounts Payable, 450 N. Wilson Ave., Bartow, Florida 33830 or they may be emailed to: cbrown.finance@cityofbartow.net.**
- **The bidder shall include the bid number and/or the purchase order number on all invoices.** By submitting an invoice, Bidder's Project Manager or any authorized officer is attesting to the correctness and accuracy of all charges. Invoices will be processed for payment when approved by the appropriate User Division/ Department. The City's payment of an invoice shall not constitute evidence of the City's acceptance of the Bidders performance of the Service or the City's acceptance of any work.

2.9. Discounts

Bidders may offer a cash discount for prompt payment (within 30 days); however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts on the prices quoted.

2.10. Payments

All payments will be made in accordance with the Florida Prompt Payment Act. The payment due date for the purchase of goods or services other than construction services is 45 days after the date specified in s. 218.73. The payment due date for the purchase of construction services is specified in s. 218.735.

2.11. Manufacturer's Name

Any manufacturer's name, trade name, brand name, information and catalog numbers used herein are for proposes of description and establishing general quality levels. References are not intended to be restrictive of any products that manufacturer may offer. The determination as to whether any alternate product or service is equal shall be made by the city of Bartow and such determination shall be final and binding among all bidders.

2.12. Safety Standards

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act (OSHA) and carry evidence of Underwriters Laboratories' Listings (UL).

2.13. Toxic Substances

Chapter 442 of the Florida Statue states that manufacturers, importers or distributors of any toxic substance shall prepare and provide each direct purchaser of such toxic substance with Material Safety Data Sheet(s), herein referred to as MSDS, which to the best of the manufacturer's, importer's or distributor's knowledge, is current, accurate and complete based on information then reasonably available to the manufacturer, importer or distributor. Upon notification of a new or revised MSDS the manufacturer, importer or distributor, on a timely basis not to exceed three (3) months after notification, shall provide the City with the revised information as it becomes available to the manufacturer, importer or distributor. **Failure to provide the MSDS, when applicable, shall be cause for rejection of bid.**

2.14. Specifications

Any deviations from bid specifications indicated herein shall be clearly stated, otherwise it shall be considered that items offered are in strict compliance with specifications, and the successful bidder shall be held responsible. Deviations shall be explained in detail.

2.15. Estimated Quantities

This section applies to bids/contracts in which purchases will be made as needed over a period of one (1) year or more. In this case, quantities shown are estimates of usage anticipated during the contract period and may vary.

2.16. Placing of Orders

The award of this bid does not constitute an order. Before shipments or service is provided, the vendor shall receive a signed Purchase Order or Purchase Order number. In some cases, vendors shall be issued blanket orders. In this case shipments shall be specified on the order.

2.17. Performance

Efficient service is essential to this contract. Therefore, if the City of Bartow determines that the holder of the bid is unable to meet delivery within a reasonable amount of time it may become necessary to make procurement from other bidders listed under the approved vendors/suppliers list or if habitual remove the vendor from the approved vendors list.

2.18. Conflict of Interest

All bidders must disclose, with their bid, the name of any officer, department head or agent who is also an employee of the City or any of their agencies. Furthermore, all bidders must disclose the name of any City employee who owns, directly or indirectly, any interest of any amount in the bidder's firms or any of their branches. Award of this bid shall be subject to the provisions of Chapter 112, Florida Statutes.

2.19. 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 non-patented invention, process or article manufactured or used in the performance of the bid, including its use by the City. If the bidder uses any design, device or material 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 material in any way involved in the work.

2.20. Samples

Samples of items, when called for, must be furnished free of expense and may, upon request, be returned at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid number and item reference. Samples of successful bidder's items may remain on file with the Purchasing Department for the term of the contract. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received within ninety (90) days after bid opening date. If instructions are not received within this time, the Procurement Department shall dispose of the samples.

2.21. Inspection, Acceptance and Title

Inspection and acceptance will be at the designated facility unless otherwise indicated. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the City, unless loss or damage results from negligence by the City.

2.22. Insurance Requirements

Certificate of Insurance, Workers Compensation and endorsements evidencing the types of insurance and coverage required in this Section shall be furnished within three (3) calendar days of Bidder's receipt of Notice of Intent to Award the Bid/ Contract and, at any time thereafter, upon request by the Purchasing Department. The City of Bartow, 450 N. Wilson Ave., Bartow, FL 33830, shall be

named as additional insured and the Successful Bidder shall, at minimum, provide, pay for, and always maintain in force during this project the following insurance:

WORKERS' COMPENSATION:

Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of $100,000 each accident, $100,000 each employee, $500,000 policy limit for disease. ("All States" endorsement is required where applicable).

If exempt from Worker's Compensation coverage, as defined in Florida Statue 440, the Other Party will provide a copy of State Workers' Compensation exemption.

All subcontractors shall be required to maintain Worker's Compensation.

The Awardee shall also purchase any other coverage required by law for the benefit of employees

COMMERCIAL GENERAL LIABILITY – OCCURRENCE FORM REQUIRED:

Awardee shall maintain commercial general liability (CGL) insurance with a limit of not less than $500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of $1,000,000. Products and completed operations aggregate shall be $1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent vendors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x,c,u) exposures, personal injury and advertising injury. Fire damage liability shall be included at $100,000.

COMMERCIAL AUTOMOBILE LIABILITY INSURANCE:

Awardee shall maintain automobile liability insurance with a limit of not less than $500,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (included owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

EVIDENCE OF INSURANCE:

Awardee shall furnish the City of Bartow with Certificates of Insurance. The Certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf and coverage shall be obtained with a carrier having an AM Best Rating of A-VII or better. The City of Bartow is to be specifically included as an additional insured on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30 days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the City of Bartow before the commencement of any work activities.

2.23. Drug-free Workplace

This form shall be included with your bid. Please refer to section 7. Vendor Submittal Forms.

2.24. Bid Protest

Any bidder desiring to file a bid protest, with respect to a recommended award of any bid, shall do so by filing a written protest. The written protest must be in possession of the Procurement Department within three (3) working days of the Notice of Recommended Award posting date. All bidders who bid will be sent a Notice of Recommended Award, unless only one bid is received. A copy of the bid protest procedures may be obtained from the City of Bartow's website: https://www.cityofbartow.net/431/Protest-Procedures.

"Failure to Follow Bid Protest Procedure Requirements Within the Time Frames Prescribed Herein as Established by the City of Bartow, Florida Shall Constitute a Waiver of Your Protest and Any Resulting Claim."

2.25. Code of Ethics

If any bidder violates or is a party to a violation of the code of ethics of the City of Bartow or the State of Florida, with respect to this bid, such bidder may be disqualified from performing the work described in this bid or from furnishing the goods or services for which the bid is submitted and shall be further disqualified from bidding on any future bids for work, goods, or services for the City.

2.26. Non-Exclusivity

Bidders acknowledge and understand that award of this project shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

2.27. Agreements with other Government Agencies

Proposers agree that this response serves as a valid submittal to all Florida governmental agencies. Subject to the Proposer's consent, these agencies may utilize this proposal under identical pricing, terms, and timelines. Participating entities shall execute independent awards and assume sole liability for their respective purchases. This solicitation establishes no mutual liability among agencies, nor does it restrict any agency's right to independently re-solicit these goods or services.

SECTION 3: FOR SEALED HARD COPY SUBMISSION ONLY: ADDRESS LABELS

All bids shall be securely sealed in an envelope and clearly marked on the outside with:

- Company/ Bidder's Name,
- Company Address,
- The Bid Number & Title,
- Due Date & Time, and
- Attention: Procurement Department

"An address label has been provided for your use below. The City of Bartow will not be responsible for bids opened prior to the specified time due to envelopes that are improperly addressed or not marked as instructed in this notice."

NAME OF COMPANY: _____

COMPANY ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

BID NUMBER & TITLE: 2026-033, ITB-CS - Safety Products, Equipment & Supplies

BIDS ARE DUE PRIOR BY 2:00 pm(EDT) ON, Wednesday, September 24, 2031

DELIVER TO: CITY OF BARTOW, PROCUREMENT DEPARTMENT
450 N. WILSON AVE.
BARTOW, FL 33830

It is recommended that the above label is taped onto the outside of the envelope that contains the bid documents.

Note: Be sure to label the envelope containing the bid documents or if the envelope is placed inside another envelope or shipping container (e.g., UPS envelope/box or FedEx envelope/box), then the label shall be affixed to the outside of that outer envelope or box.

SECTION 4: SCOPE OF WORK

4.1. Overview

The City of Bartow is seeking catalog or retail discounts from qualified vendors interested in supplying various safety supplies, products and equipment for the City of Bartow city departments on an ongoing as needed basis in accordance with the scope of work and specifications provided herein. Each department is located throughout the City but within City limits. The commodities ("Goods") requested include, but are not limited to, safety boots, vests, eyewear, first aid kits, gloves, hard hats, and more needed to assist with City departmental supply and operating needs.

Vendors shall provide the City of Bartow with a minimum 10% discount off the current list price. List price means the current MSRP or retail price, additionally current pricing is the vendor's current price for an item, whether it is on sale or not. Vendors must be able to provide quotes and invoices showing at a minimum either original price, plus a 10% discount, or the sale price, plus a 10% discount. The percent discount can be shown by individual item being purchased or off the total order.

All responsive, responsible Vendors whose submittal meets the minimum qualifications, terms, conditions and has provided all the forms/documentation required of this solicitation, will be placed on a Qualified Vendor List (QVL) to provide the goods upon being approved by City management.

4.2. Background

The intent of this solicitation is to allow City personnel to purchase safety supplies, products and equipment items as needed on a continuing basis to meet City needs in a timely & efficient manner at a reasonable price in accordance with policy. Additionally, the City's goal is to provide maximum opportunities for open competition, support cost-effective operational management and services, as desired by the City, and promote public awareness of solicitation opportunities to support inclusion.

4.3. General Qualifications

A. Vendor submitting a bid must have been in business under the same name & TIN/ FEIN number for the past **two (2)** years.

B. License Requirements:

1. In order to do business with the City of Bartow, businesses based within the City limits of the City of Bartow shall furnish a copy of the most recent City of Bartow Business/Occupational License in which can be obtained from https://www.cityofbartow.net/departments-services/city-clerk-public-records/business-tax-receipt-occupational-licenses-applications-payments.

2. For businesses based outside the City limits of the City of Bartow but are based in Polk County or those businesses based outside Polk County shall furnish a copy of the most recent Polk County Business/Occupational License in which may be obtained from https://www.polktaxes.com/services/local-business-taxes/.

3. Business License must be attached within your bid submittal or prior to being added to the approved Qualified Vendor List (QVL). If not submitted within your bid submittal Vendors will have three (3) days upon request to provide a copy of the document or will be deemed non-responsive.

C. Vendor shall provide three (3) references from clients in which the bidder has performed similar size and scope services as the prime vendor, within the past five (5) years. This information must include: (Please refer to the Reference Form under Section 7)

1. Name of client,

2. Address of the client,

3. Contact person's phone number & email,

4. Period of Performance (start and end date of the services) and

5. A Brief description of the services provided.

D. Substitutes are allowed but must be approved by the City. The City required those submitting to provide a full list of available products with any specifications, MSDS, etc. that may be applicable for review and approval prior to being added to the Qualified Vendors List.

4.4. Footwear Minimum Requirements

Only applicable to those provide safety footwear.

1. The vendor must have at least one (1) dispensing facility located within 25 miles of the City of Bartow, or a mutually agreeable mobile dispensing vehicle, each with a representative supply of City of Bartow (CITY) approved safety footwear and the ability to provide service associated with the requirements of this solicitation.
2. Vendor will provide protective footwear to City employees as needed.
    a. Employees may select the style of shoe they prefer that meets the safety specifications for their positions.
    b. Vendor shall propose to City a discount off the catalog/retail price or sale price whichever is less.
    c. Vendors will be held accountable for their adherence to the contracted discounts.
    d. For the City's Electric Department staff - safety footwear shall meet American Society for Testing & Materials (ASTM) and Occupational Safety and Health Administration (OSHA) requirements for EH rated footwear. No "factory seconds" will be sold to a City employee as City approved safety footwear.
        i. Boots must meet the following: Safety toe, defined heel, 6" shaft height or greater and electrical hazard
3. Once qualified, the vendor will be expected to comply with the following requirements of City's Safety Footwear needs:
    a. An inventory of City approved safety footwear in standard men and women sizes will be maintained and available to City employees. The need to special order shoes shall be minimal.
    b. The vendor shall comply with City's guidelines listed within this solicitation for providing employees with safety footwear, including authorization to purchase via an electronic process (or provide an acceptable solution for employment verification and authorization such as authorized City vouchers from City of Bartow Management).
    c. It is the responsibility of the vendor to collect payment from employees for any cost beyond the allowances set forth by the City unless approved in advance for payroll deduction. Current allowance is **$275** per year per employee with authorization from a City of Bartow City Manager (inclusive of the Deputy City Manager and Assistant City Managers) or Director. For clarification purposes, any cost exceeding the $275 will be the responsibility of the employee and will not be covered by the City.
        i. A list can be provided to the supplier of those with signature authority per deparmtent.

4.5. Minimum Required Services

1. A minimum 10% discount off the store retail/catalog price on purchases made in the category of Safety supplies, products, parts and related equipment.
    a. Suppliers must be able to provide some or all of the following:
        - Personal protective equipment (PPE),
        - High visibility garments (vest, jackets, etc.),
        - Safety Harness

- Hearing protection,
- Head protection (hard hats),
- Traffic safety (road signs, cones, barricades, post, etc.),
- Eye and face protection (mask, face shields, safety glasses, goggles),
- Protective footwear,
- Hand protection (disposable, cut-resistant, chemical resistant - gloves)
- First aid kits and more

2. Vendors will be held accountable for their adherence to the established percent discount or sale price, as applicable, or be subject to removal from the approved QVL, per terms and conditions of this solicitation.
3. The City requests that you quote one firm discount from your catalog prices.
    a. A sliding discount based on price ranges is also acceptable.
4. Awards will be made only to those companies that offer a discount to the City based on the requirements of this bid.
5. Vendor must be able to provide an itemized quote & receipt with all purchases to include the following information: (Example of such must be provided with your submittal.)
    a. Bid No.
    b. Purchase Order No. or at a minimum the Requesting Department
    c. A detailed description of each item purchased
        i. Itemization of each item purchased to include:
            - Description of Product
            - Unit Price
            - Quantity
            - List Price
            - Extended Price (with discount)
            - Total Price
    d. Date of Delivery, when applicable
    e. Ship to Address

4.6. Detailed Scope of Services

The City will hold vendors accountable for all aspects of this program including but not limited to quality of materials and commitments.

A. Vendor acknowledges that the City will purchase from the approved vendors list on a rotational basis, however, the City reserves the right to order based on the best overall price, delivery, and reliability.

B. Vendors must be able to offer a variety of **Safety Supplies, Products & Equipment** as needed within a reasonable timeframe agreed upon by both parties.

1. When products are needed the City will contact the vendor a minimum of twenty-four (24) hours in advance.
2. Vendor must be able to provide delivery within two (2) business days from time of order on regularly stocked items.
3. In dire situations products may be needed on the same day, and in such case the City will attempt to order from the next vendor in rotation, if said vendor cannot meet the needs the city will continue through the approved vendors list until all options are exhausted.
4. Deliveries shall be made between the hours of 5:00am and 3:00pm, unless otherwise agreed upon at time of order.
5. A packing list must be provided for all products delivered.

Catalog/ Products offered

A. Vendor shall supply, the Procurement department upon submittal with a full catalog of products offered or a general list of items that will be available to the City at said discounted rate. Also, upon being added to the approved vendors list the vendor is responsible for providing in advance for approval any appliable updates as new catalog lines are issued or in the case an updated catalog if certain products are no longer being offered.

B. Vendors must also be able to provide any/ all User Departments within the City upon request quotes that align with the requirements of this bid.

C. Vendor must ensure invoices will not reflect any updates to their catalog lines with written approval/ agreement by the City.

Vendor Responsibilities

A. Each vendor shall provide all supervision, coordination, vehicles, labor, staff, drivers, materials necessary to provide the City said supplies, products and equipment. All costs associated with meeting the requirements of this bid shall be the sole responsibility of the Vendor.

B. It is the expectation of the City that orders placed with this bid shall be delivered to any City facility F.O.B Destination with freight prepaid by bidder. Any exceptions to the F.O.B Destination delivery requirements may be listed within your bid submittal. City must approve exceptions before commencement.

1. Prices/ discounted rates shall be guaranteed as per the vendors acknowledgement and submittal of any bid in response to this bid.
2. Please clearly state the discount offered.
3. Vendors must specify all catalog / category of items that are not to be discounted and/or are excluded from this bid.
4. Specify items which are excluded from F.O.B. Destination shipping.
5. Indicate quotation or contract number assigned to this catalog discount bid arrangement.
6. If your company is providing an itemized catalog, please be sure to specify the valid dates of your catalog.
    a. Vendors must forward a copy of their company's current catalog with their submittal, if applicable.

4.7. Insurance

Please refer to **Section 2. Instruction to Bidders** for Insurance requirements as it relates to this solicitation for goods and possible services related to mobile dispensing units if used to provide footwear services.

4.8. Discount/ Pricing Options

A. Vendors have two (2) options: Either Catalog Line-Item Pricing or Percentage Discount based on Category Pricing, or a combination of these:

1. **Catalog Line-item Pricing**: is pricing based on each individual product or service. Each line must indicate the proposer's published "List Price," as well as the price being extended to the City "Extended Price."

    a. **For Example;** if you have a catalog it should show the pricing within an Excel or PDF spreadsheet with **ALL** items that the supplier can provide with a column stating List Price/ A column stating the minimum discount being received/ and a column with the price inclusive of the discount. **Model/ Item No. Item Description Standard MSRP / List PriceDiscount Extended Price**12345ABCSafety Glasses - Yellow Lens$11.7710%$10.596789DBESafety Glasses - Clear Lens$8.3310%$7.5012222EFMen's Steel Toe Boots $115.0022%$89.70

2. **Category Percentage Discount:** is based on a percentage discount from a catalog or category of like grouped items defined as a published Manufacturer's Suggested Retail Price (MSRP) for the supplies, parts or equipment. Individualized percentage discounts can be applied to any number of defined product groupings.

    a. For Example:

    b. **Product CategoryDiscount**Personal Protective Equipment (PPE)10% Hand Protection (disposable, cut resistant, chemical resistant)32%First aid Kits40%Eye and face protection (mask, face shields, safety glasses, googles) 10%

Note: Examples of this capability must be provided with your submittals. If not, the submittal will not be approved & the vendor will not be added to the approved QVL for this continuing services bid.

4.9. Coordination

The Vendor(s) will provide an individual who will manage all communications, scheduling, and coordination of safety supplies, products, and equipment. The coordinator will review the location to evaluate the scope of the move.

4.10. Warranty Requirements

Supplies, Products, Equipment, etc. shall be covered by manufacturer's standard warranty. Vendor is required to submit manufacturer's warranty summary upon request.

If a manufacturer's defect is realized within ninety (90) days of purchase, the vendor shall replace the safety product, footwear or equipment at no cost to CITY and/or the employee.

1. Warranty requirements for **footwear:**

    a. If, within one (1) week of purchase, a CITY employee wishes to change styles of safety footwear, the exchange will be allowed if the footwear has not been worn.

    b. If, within two (2) business days of purchase, a CITY employee determines that safety footwear does not fit properly and causes discomfort, the employee will be allowed to return the footwear without penalty.

    c. Please provide your Warranty provisions

4.11. Orders

A. Vendor must provide a primary and secondary contact

    1. Phone number and email

B. Additionally, please provide in full details the typical ordering process of your company.

C. City may pay for said services via a Blanket Purchase Order for the Fiscal Year or via a Direct Payment Authorization paid directly through the City's Account Payable Manager.

D. Once an employee is authorized and receives safety footwear, vendors will invoice City of Bartow Accounts Payable & Procurement directly:

1. Invoices need to include Employee Name, Employee ID and be separated by Department/Division Name. Additionally, if the department has provided a Purchase Order number to your company to cover purchases made within any given fiscal year, that number must also be listed, when applicable.
2. Invoices should have a unique invoice number, invoice date, invoice amount and remit address.
3. Invoice terms should be Net 45.
4. Issue credit memos in a timely manner, do not apply credits directly to our account.
5. Send invoices timely, within 30 days of purchase
6. Send all invoices and credit memos to purchasing@cityofbartow.net & cbrown.finance@cityofbartow.net
7. Send monthly statements for anything past due to purchasing@cityofbartow.net & cbrown.finance@cityofbartow.net

If purchases are made via a (blanket) Purchase Order; please note receipt of open orders does not authorize the release or shipment of any goods or services. For all open orders, items shall be ordered on an as-needed basis through the use of an order form. Shipments received as a result of an open order, where an order form has not been released, shall not be accepted and no cost shall be incurred by the City as a result.

SECTION 5: STANDARD TERMS AND GENERAL CONDITIONS

5.1. Independent Vendor

The Bidder represents itself to be an independent vendor offering such services to the general public and shall not represent itself or its employees to be employees of the City of Bartow. Therefore, the Bidder shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses, and agrees to indemnify, save, and hold the City of Bartow, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters

5.2. Subcontractors

The work required under this bid shall be performed by the entity submitting the bid. No subs are allowed.

5.3. Addenda, Changes and Interpretations

Bidders shall submit all inquiries regarding this bid via the e-Procurement Portal, located at https://procurement.opengov.com/portal/bartowfl. Any inquiry or request for interpretation received seven (7) or more days prior to the due date from the opening of the Bids will be given consideration. Please note the deadline for submitting inquiries. Changes or interpretations may only be made by a written document in the form of an addendum.

Addenda Notification: Bidders are required to register for an account via the City's e-Procurement Portal hosted by OpenGov. Once the bidder has completed registration, they will receive addenda notifications to their email by clicking “Follow” on this project. Ultimately, it is the sole responsibility of each bidder to periodically check the site for any addenda at https://procurement.opengov.com/portal/bartowfl.

All addenda are part of the contract documents, and each Bidder will be bound by such addenda whether or not received by them. No verbal interpretations may be relied upon. Failure to acknowledge receipt of addenda may constitute grounds for deeming a proposal non-responsive.

5.4. Multiple Bids

Be advised more than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Such circumstances will lead to rejection of all responses in which the bidder is involved except for subs. If there is reason to believe that collusion exists between bidders, those parties’ bids will be rejected and deemed for City purposes to be a conviction of a public entity crime.

5.5. Variances

For purposes of bid evaluation, Bidders must indicate any variances, no matter how slight, from the Bid General Conditions, Special Conditions, Specifications or Addenda. No variations or exceptions by a Bidder will be considered or deemed a part of the Bid submitted unless such variances or exceptions are listed in the Bid and referenced in the space provided on the Bid pages. If variances are not stated, or referenced as required, it be assumed that the product or service fully complies with the City’s terms, conditions, and specifications.

5.6. Omission of Details

The apparent silence of the specifications and any amendment regarding any details or the omission from the specifications of a detailed description concerning any services or material requested shall be regarded as unintentional and should not serve to alleviate the Vendor of their performance responsibilities.

5.7. Mistakes

Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions, and special conditions of the Invitation to Bid. Failure of the Bidder to examine all pertinent documents shall not entitle them to any relief from the conditions imposed in any ensuing contract and may lead to rejection of a bid.

5.8. Bidder's Cost

The City shall not be liable for any costs incurred by Bidders in responding to this Bid.

5.9. Rejection of Bids

The City of Bartow reserves the right to reject any or all bids in whole or part, to accept or reject any items in the Bid, and to waive any informalities and to accept any bid deemed in the best interest of the City of Bartow.

5.10. Qualifications Statement

Each Bidder shall complete the Qualifications Statement, and submit the same with the Bid. Failure to submit the Qualifications Statement and the documents required there under with the Bid may constitute grounds for deeming the bid non-responsive.

5.11. Licenses and Certifications

Bidder shall be appropriately licensed to perform the services offered. Bidders shall possess, at the time of bid opening, all required licenses and certifications. Bidder shall be responsible for all costs associated with obtaining and maintaining all required licenses, certifications, and permits. Copies of all licenses and certifications shall be submitted with the response.

5.12. Insurance

1. The Bidder's response shall include a copy of any certificate of insurance which provides evidence of insurability meeting the minimum insurance requirements of this bid. The Bidder shall assume full responsibility and expense to obtain all necessary insurance.

2. The successful Bidder as well as related subcontractors shall provide a copy of any certificate of insurance which provides evidence of insurability meeting the minimum insurance requirements of the bid as a part of receiving any ensuing contract, at the time of entering into the contract.

5.13. Indemnification

The Vendor shall at all times indemnify, hold harmless and, at the City's option, defend or pay for an attorney selected by the City to defend the City of Bartow, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of the Vendor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of any ensuing contract including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against the City by reason of any such claim, cause of action or demand, the Vendor shall, upon written notice from the City, resist and defend such lawsuit or proceeding by counsel satisfactory to the City of, at City's option, pay for an attorney selected by the City to defend the City of Bartow. The provisions and obligations of this section shall survive the expiration or earlier termination of any ensuing contract. To the extent considered necessary by the City, any sums due Vendor under any ensuing contract may be retained by City until all of the City's claims for indemnification pursuant to the Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by the City.

5.14. Legal Requirements

Applicable provisions of all federal, state, and county laws, and local ordinance, rules, and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) attaching a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise. Lack of knowledge by any Bidder shall not constitute a cognizable defense against the legal effect thereof.

5.15. Confidential Information

If the Bidder believes any of the information contained in the response is exempt from the Public Records Law, then the Bidder must in the response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

5.16. Public Records

Vendor acknowledges the City's obligations under Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to member of the public upon request. Vendor acknowledges that the City is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statues, in the handling of the materials created under this contract and that said statue controls over the terms of this contract. Vendor further acknowledges its obligation under Florida Statute 11930701, which include the requirements to a) keep and maintain public records required by the City to perform the service, b) upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law, c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Vendor does not transfer the records to the City, and d) upon completion of the Contract, transfer, at no cost, to the City all public records in possession of Vendor, or keep and maintain public records required by the City to perform the City. If Vendor transfers all public records to the City upon completion of the Contract, Vendor shall destroy and duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Contract, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the IT systems of the City. A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify Vendor of the request, and Vendor must provide the records to the City or allow the records to be inspected or copied within a reasonable time. *NOTE: If Vendor does not comply with the City's request for records, the City shall enforce the Contract provisions in accordance with the Contract. A Vendor who fails to provide the public records to the City with a reasonable time may be subject to the penalties under 119.10.*

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF BARTOW, CITY CLERK'S OFFICE, 863-534-0100, JPOOLE.CLERKS@CITYOFBARTOW.NET; 450 N. WILSON AVENUE, BARTOW, FLORIDA 33830.

5.17. Public Entity Crimes

A person or affiliate, as defined in 287.133, Florida Statutes, shall not be allowed to contract with the City if such person or affiliate has been convicted of a public entity crime within three (3) years of the date this Contract, or such person or affiliate was listed on the State of Florida's convicted vendor list within three (3) years of the date of this Contract, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency, federal, state or local, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresentation. Any agreement with the City obtained in violation of this paragraph shall be subject to termination for cause.

5.18. Laws of the State of Florida

The Agreement will be construed and enforced in accordance with the laws of the State of Florida.

5.19. Sovereign Immunity

The foregoing notwithstanding, nothing herein is intended to act as a waiver of the City's sovereign immunity or the limits of liability set forth in Sec. 468.28, Fla. Stat., regardless of whether such obligations are based in tort, contract, statute, strict liability, negligence, product liability, or otherwise.

5.20. Venue

This Contract shall be deemed made in the State of Florida and shall be construed in accordance with the laws of the State of Florida, excluding its conflict of law rules. In recognition of the City's sovereign immunity and home venue privilege, the City and Vendor agree that any civil action arising out of the subject matter of this Contract, or the Contract Documents shall be brought either in the County Court in and for Polk County, Florida, or the Circuit Court of the Tenth Judicial Circuit, in and for Polk County, Florida, the choice of which shall be dependent upon each tribunal's jurisdictional limits. The Parties agree that no civil action arising out of the subject matter of this Contract may be brought in a federal venue regardless of the cause of action, citizenship of the parties or the claimed amount in controversy.

5.21. Anti-Collusion

The Bidder certifies that it has not divulged, discussed, or compared its bid with other bidders, except subcontractors if they form part of the response and has not colluded with any other bidders or parties to a bid whatsoever. No premiums, rebates or gratuities are permitted either with, prior to or after any delivery of material or service. Any violation of this provision will result in the immediate cancellation of any contract and removal from the bidder's list.

Each Bidder shall complete the Non-Collusive Affidavit Form and shall submit the form with the bid. The City considers the failure of the Bidder to submit this document to be a major irregularity and shall be cause for rejection of the Bid.

5.22. Conflict of Interest

1. The Bidder covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Bidder further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in any ensuing contract.

2. No contract will be awarded to a Bidder who has City elected officials, officers or employees affiliated with it, unless the bidder has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidders and removal of the Bidder from the City's Bidder's List and prohibition from engaging in any business with the City.

3. No subcontractor can be listed on more than one bid submitted under this Bid.

5.23. No Contingent Fee

Bidder warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Bidder to solicit or secure any contract that may ensue and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Bidder, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of any ensuing contract. For the breach or violation of this provision, the City shall have the right to terminate any ensuing contract without liability at its discretion.

5.24. Entire Agreement

This bid, all attachments and exhibits, addenda, and any ensuing contract states the entire contract between the parties hereto with respect to the subject matter hereof, and all prior and contemporaneous understandings, representations and agreements are merged herein or superseded hereby. No alterations, modifications, release or waiver of this contract or any provision hereof shall be effective unless in writing executed by the parties.

5.25. Assignment

Vendor shall not transfer or assign or subcontract the performance required by the bid without the prior written consent of the City. Any award issued pursuant to this bid, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.

5.26. Default and Termination/Suspension

The City may terminate the Contract resulting from this Bid at any time, in whole or in part, in accordance with and subject to the following:

1. Termination for Cause

The City may terminate the Contract immediately if the User Department/Division determines that the Vendor is in material default of its Contract obligations, has notified the Vendor of such default by delivering a Vendor Complaint Form to the Vendor specifically describing the basis of the complaint and the conditions of the Vendor's default, and ten (10) days have passed since the Vendor's receipt of the Vendor Complaint Form without all defaults as described therein having been fully corrected. Notwithstanding anything to the contrary contained herein, the City may terminate the Contract immediately, without notice or any opportunity to cure, if the services rendered for the Contract cause or threaten endangerment to public health, safety or welfare.

In the event this Bid and/or the resulting Contract is terminated due to the Vendor's material default which is not cured within the allotted time period as described above, the Purchasing Manger may also suspend or debar the Vendor in accordance with the Vendor Complaint Procedures of the City's Procurement Manual. The rights and remedies of the City provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under the Bid and/or the resulting Contract.

In the event of default by the successful Bidder, the City reserves the right to utilize the next lowest Bidder as the new Awardee when the default occurs within the first term of the bid. Should this occur, the next lowest Bidder will be required to provide the bid items at the prices as noted on their bid submittal.

2. Termination for Convenience

Upon thirty (30) calendar days written notice to the Vendor, the City may without cause and without prejudice to any other right or remedy, terminate and ensuing contract for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the contract is terminated for the convenience of the City the notice of termination to the Vendor shall state that the contract is being terminated for the convenience of the City under the termination clause and the extent of termination. The Vendor shall discontinue all work on the appointed last day of service.

Upon receipt of any termination notice as described above, the Vendor shall:

- Immediately discontinue all work unless the City's notice directs otherwise, and
- Deliver to the City any and all data, reports, summaries, and all other information and materials of any type or nature whatsoever, whether completed or in process, the Vendor may have accumulated or generated in the course of performing the work of the Contract.

3. Cancellation for Unappropriated Funds

The obligation of the City for payment to a Vendor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

5.27. Advertising

In submitting a bid, the bidder agrees not to use the results there from as a part of any commercial advertising without the prior written consent of the City.

5.28. Truth-in-Negotiation Certificate

1. Execution of any Agreement by the Bidder resultant from this solicitation shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement and no higher than those charged the Bidder's most favorable customer for the same or substantially similar service.

2. The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate representations of fees paid to outside vendors. The City shall exercise its rights under this "Certificate" within one (1) year following payment.

5.29. Standard of Care

Vendor shall exercise the same degree of care, skill, and diligence in the performance of the work as is ordinarily provided by a professional under similar circumstances and Vendor shall, at no additional cost to the City, re-perform services which fail to satisfy the foregoing stand of care.

5.30. Local Vendor Preference

A purchasing preference shall be afforded to local vendors in accordance with the following criteria:

A. When sealed bids (less than $500,000.00) are solicited, and the lowest price is offered by a vendor located outside the BUSA, and the next lowest price is offered by a vendor located within the BUSA, and is within ten percent of the lowest price offered, then the BUSA vendor shall be given the opportunity to match the lowest price offered. If the BUSA vendor agrees to match the lowest price offered, the BUSA vendor will be awarded the bid if they are otherwise fully qualified and satisfy all related city requirements.

B. When sealed bids ($500,000.00 or more, but less than $1,000,000.00) are solicited, and the lowest price is offered by a vendor located outside the BUSA, and the next lowest price is offered by a vendor located within the BUSA and is withing seven and one-half percent of the lowest price offered, then the BUSA vendor shall be given the opportunity to match the lowest price offered. If the BUSA vendor agrees to match the lowest price offered, the BUSA vendor will be awarded the bid if they are otherwise fully qualified and satisfy all related city requirements.

C. When sealed bids ($1,000,000.00 or more) are solicited, and the lowest price is offered by a vendor located outside the BUSA, and the next lowest price is offered by a vendor located within the BUSA, and is within five percent of the lowest price offered, then the BUSA vendor shall be given the opportunity to match the lowest price offered. If the BUSA vendor agrees to match the lowest price offered, the BUSA vendor will be awarded the bid if they are otherwise fully qualified and satisfy all related city requirements.

The term BUSA vendor mean any business whose commercial activities have been regularly transacted from a physical location within the boundaries of the City of Bartow Utility Service Area (BUSA) for a period of at least six months, including the date of quote or bid award.

A local vendor preference shall not be afforded in any quote or bid award where it is precluded by law, administrative rule, policy, regulation, or related funding agreement.

5.31. Vendor Preference

A purchasing preference shall be afforded to Veteran Business Enterprises (VBE), and Women/Minority Business Enterprises (W/MBE) in accordance with the following criteria:

A. When sealed bids (less than $500,000.00) are solicited, and the lowest price is offered by a non VBE or W/MBE, and the next lowest price is offered by a VBE or W/MBE, and is within ten percent (10%) of the lowest price offered, then the VBE or W/MBE vendor shall be given the opportunity to match the lowest price offered. If the VBE or W/MBE vendor agrees to match the lowest price offered, the VBE or W/MBE vendor will be awarded the bid if they are otherwise fully qualified and satisfy all related city requirements.

B. When sealed bids ($500,000.00 or more, but less than $1,000,000.00) are solicited, and the lowest price is offered by a non VBE or W/MBE, and the next lowest price is offered by a VBE or W/MBE and is within seven and one-half percent (7.5%) of the lowest price offered, then the VBE or W/MBE vendor shall be given the opportunity to match the lowest price offered. If the VBE or W/MBE vendor agrees to match the lowest price offered, the VBE or W/MBE vendor will be awarded the bid if they are otherwise fully qualified and satisfy all related city requirements.

C. When sealed bids ($1,000,000.00 or more) are solicited, and the lowest price is offered by a non VBE or W/MBE, and the next lowest price is offered by VBE or W/MBE, and is within five percent (5%) of the lowest price offered, then the VBE or W/MBE vendor shall be given the opportunity to match the lowest price offered. If the VBE or W/MBE vendor agrees to match the lowest price offered, the VBE or W/MBE vendor will be awarded the bid if they are otherwise fully qualified and satisfy all related city requirements.

D. The term "Veteran-Owned Business Enterprise (VBE)" means any business having at least fifty-one (51%) ownership by a veteran owner who must have been honorably discharged from service and must independently control management and daily business operations. Must hold the professional license for the business, if applicable.

The term "Women/Minority-Owned Business Enterprise (W/MBE)" means any business having at least fifty-one (51%) ownership by women or minority group members who independently control the management and daily business operations. Group members are Women, African Americans, Hispanic Americans, Asian Americans, and Native Americans. Must hold the professional license for the business, if applicable.

In order for a vendor to be recognized as a VBE or W/MBE by the City the following documentation must be submitted with the vendor's registration through the City's e-procurement system and/or such documentation must be submitted with their quote or bid submission:

- Valid Veteran or W/MBE Certification form from one of the following:
- U.S. Small Business Administration
- National Veteran Owned Business Association
- Florida Minority Supplier Development Council
- Women Business Enterprise National Council
- The State of Florida Office of Supplier Diversity
- Florida Department of Transportation
- Other Florida governmental agencies

A Vendor preference shall not be afforded in any quote or bid award where it is precluded by law, administrative rule, policy, regulation or related funding agreement.

This policy in no way supersedes the Local Preference Policy.

5.32. Annual Appropriations

The vendor acknowledges that the City, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in the succeeding fiscal years. Accordingly, the City's performance and obligation to pay under this agreement is contingent upon annual appropriation.

5.33. Force Majeure (Uncontrollable Forces)

Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if nonperformance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The nonperforming party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no

longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

5.34. Employment Eligibility Verifications (E-Verify)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the City and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the City may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the City as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

5.35. Attorney's Fee and Cost

Each party shall be responsible for its own legal and attorney's fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorney's fees, costs and expenses incurred for any appellate or bankruptcy proceedings.

5.36. Scrutinized Companies and Business Operations Certification; Termination

A. Certification(s).

(i) By its execution of this Agreement, the Vendor hereby certifies to the City that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the City with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000), then the Vendor further certifies to the City as follows:

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the City concerning the subject of this Agreement.

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the City regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the City may immediately terminate this Agreement upon the occurrence of any of the following events:

(i)The Vendor is found to have submitted a false certification to the City with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Vendor is found to have submitted a false certification to the City with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000).

5.37. Change Orders

No oral statement of any person must modify, change, or affect the terms, conditions, or specifications stated in the resulting contract. All change orders must be approved in writing by the City before the work commences unless the delay in receiving City approval causes a threat to the public health, safety, or welfare or will result in a significant additional cost to the City due to the delay. Under any circumstance, work to be performed under the change order must not begin until all written approvals via an amendment have been received. Any work completed by the contractor without required written approvals will be the sole responsibility of the contractor, not the City.

1. Any additions, deletions, or modification similar in cost or material after bid award will need to be signed off by both the user division and the successful vendor. Price for any additions, deletions, or modifications to the bid will be negotiated and agreed upon by both parties. All agreed upon additions, deletions, or modifications will also require the Financial Service Manager or designee approval. If the addition, deletion or modification is accepted an amendment to the Bid award will be issued to the successful Bidder.

5.38. Effective Date

The date of issuance of a Notice to Commence via Purchase Order by the City Purchasing Department and/ or designated City Staff.

5.39. Prohibition Against Considering Vendor Interest

In accordance with Section 287.05701, Florida Statutes, the City may not:

(i) request documentation of or consider a Vendor’s social, political, or ideological interests when determining if the Vendor is a responsible vendor; or

(ii) give preference to a Vendor based on the Vendor’s social, political, or ideological interests.

5.40. No Construction Against Drafter

The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

5.41. No Coercion for Labor or Services

Contractor acknowledges that Section 787.06 of the Florida Statutes requires each nongovernmental entity that is executing, renewing, or extending a contract with a public governmental entity to provide the governmental entity with an affidavit signed by an officer or authorized representative under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as those terms are defined by law. Contractor agrees to furnish the City with the necessary affidavit signed by an officer or authorized representative of Firm under penalty of perjury at any time and upon request.

5.42. LETTER OF PUBLIC RECORDS LAW

Dear Vendor:

This is a reminder of your obligation under Florida's Public Records law codified in Chapter 119, Florida Statutes. As referenced in the General Terms and Conditions of any contract you have had with the City of Bartow, your firm is required to allow public access to all documents and materials in accordance with the provisions of Chapter 119, Florida Statutes.

Public Records include all records, regardless of physical form, characteristics, or means of transmission that were made or received in connection with official business which are used to perpetuate, communicate, or formalize knowledge. The policy of the State of Florida is that public records are open for the personal inspection and copying of any person. As such, all public records may be inspected and copied by any person at any reasonable time and under reasonable circumstances.

The custodian of such records must also acknowledge requests for public records promptly and provide the records as quickly as possible with only two permissible delays; the time it takes to locate the requested records and the time to review the records for exemptions.

As potential custodians of public records, vendors are prohibited from any of the following actions:

A. Requiring the identity of the requestor

B. Requiring the request for records be in writing

C. Requiring the reason or purpose of the records request

D. Restricting viewing records to hours other than normal business hours

E. Delaying the production of records based on an employee's workload

F. Delaying the production of records due to a burdensome request

However, vendors are not required to provide personnel to answer questions regarding the content of requested records. In addition, vendors are not required to create a new record to fulfill a public records request nor reformat its records into a particular form as demanded by a requestor.

If a public records request is received, you should provide notice to Jacki Poole, City of Bartow, City Clerk jpoole.clerks@cityofbartow.net. Additional notice should be provided when the request has been fulfilled.

If you have any questions, or need additional information, please contact either Jacqueline Poole, City Clerk, or Donna Donaldson, Assistant City Clerk at 863-534-0100.

Sincerely,

Jacqueline Poole

City Clerk

SECTION 6: PRICING TABLE

Minimum requirements, not meant to be inclusive of all items needed. Please refer to scope of work and notes sections listed per table below.

CATALOG LINE-ITEM PRICING

**Companies are required to upload a catalog or category-based price sheet that aligns with the Scope of Services, Section 4. Discount/ Pricing Options as additional back up documentation within Section 7. Vendor Submittal Forms. Must Provide a minimum of 10% discount

Line Item	Description	Unit of Measure	Quantity	Unit Cost	Discount (%)	Total
1	Safety Googles Economy clear	box				
2	Smoke & Clear lens Anti-Fog Safety Glass, Mirage, Pr	box				
3	Steel Toe Leather Work Boots, Sizes 8-12	per pair				
4	Men's 14" Plain Toe Boot, Economy Style, Sizes 7-16 (Black)	per pair				
5	Sz M, L, XL, XXL, XXXL Full Rainsuits	each				
6	Sz M, L, XXL Yel Raincoat .35mm Pvc Classic 49" Detached Hood	each				
7	Anti-Cut Gloves, each	box				
8	Insulating Electrical Gloves, each	each				
9	Gallon Cooler Yellow Igloo W/Disp/Bracket/Lid Keeper Cord	each				
10	Any Flavor 12.8 .oz 20 Per Case Gatorade Or Equivalent Makes 1 Gallon	per case				

Line Item	Description	Unit of Measure	Quantity	Unit Cost	Discount (%)	Total
11	Ear Plugs, Corded with Ear pod on band 10/bx	box				
12	Sparkplugs Corded Ear Plug Moldex 100/Box Nrr 33	box				
13	Max Orange Uncorded Foam Ear Plug 200/Bx Nrr33	box				
14	Blue Shop Towels 200 Per Bucket, 6/cs	bucket				
15	First Aid Kits, 10 Person, Bulk	per				
16	Slip-Resistant/Skid Proof Reflective Tape and Non-Reflective	per pair				
17	Safety (Safety toe, defined heel, 6” shaft height or greater and electrical hazard) Boots Sizes 8-12	per pair				
18	Safety (Safety toe, defined heel, 6” shaft height or greater and electrical hazard) Boots Sizes 13 and up	per pair				
19	Steel Toe Leather Work Boots, Sizes 13 and up	per pair				

CATEGORY PERCENTAGE DISCOUNT

Not to be considered inclusive of all items, this sheet is at a minimum an example of City needs. Please be sure to upload your price list under Tab 7. Vendor Submittal Forms

Line Item	Description	Unit of Measure	Percentage
1	Safety Boots	per pair	

Line Item	Description	Unit of Measure	Percentage
2	Hearing Protection	box	
3	Eye Protection	per	
4	Gloves	box	
5	Head Protection	per	
6	High Visibility garments (vest, jackets, etc.)	per	
7	Respiratory Protection	per	
8	Eye and Face Protection (mask, face shields, safety glasses, googles, etc.)	per	
9	Heat Stress Items (Coolers/ Gatorade Powder, Etc.)	per	
10	Traffic Safety (road signs, cones, barricades, post, etc.)	per	
11	First aid kits	per	
12	Electrical Safety Boots (Safety toe, defined heel, 6” shaft height or greater and electrical hazard)	per pair	

SECTION 7: VENDOR SUBMITTAL FORMS

1. Qualification Statement*
Please download the below documents, complete, and upload.

- Bartow_Qualification_Statem...

*Response required

2. REQUIRED FOR HARD COPY ONLY: Addenda Acknowledgement
Please download the below documents, complete, and upload.

- Bartow_Addenda.pdf

3. Bidder Incorporation Information*
Please download the below documents, complete, and upload.

- Bartow_Bidder_Incorporation...

*Response required

4. Proposer's Certification Form*
Please download the below documents, complete, and upload.

- Bartow-Proposer's_Cert.pdf

*Response required

5. Drug Free Workplace Form*
Please download the below documents, complete, and upload.

- Bartow_Drug_Free_Workplace.pdf

*Response required

6. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters*
Please download the below documents, complete, and upload.

- Bartow_Debarment_Cert..pdf

*Response required

7. Certification Regarding Lobbying*
Please download the below documents, complete, and upload.

- Bartow_Lobbying_Cert..pdf

*Response required

8. Affidavit Certification Immigration Laws*
Please download the below documents, complete, and upload.

- Bartow_Affidavit_Cert._Immi...

*Response required

9. E-Verify Certification*
Please download the below documents, complete, and upload.

- Bartow_E-Verify_Cert..pdf

*Response required

10. Sworn Statement on Public Entity Crimes*
Please download the below documents, complete, and upload.

- Bartow_Statement_on_Public_...

*Response required

11. Non Collusive Affidavit*
Please download the below documents, complete, and upload.

- Bartow_Non_Collusive_Affida...

*Response required

12. Vendor Certification Regarding Scrutinized Companies List*
Please download the below documents, complete, and upload.

- Bartow_Cert._Scrutinized_Co...

*Response required

13. Affidavit Regarding the Use of Coercion for Labor or Services*
Please download the below documents, complete, and upload.

- Bartow_Labor_Affidavit.pdf

*Response required

14. References*
Please download the below documents, complete, and upload.

- Bartow_References.pdf

*Response required

15. Your company has read and understands the term and conditions of this solicitation? *

☐ Yes

☐ No

*Response required

16. What pricing method is your company submitting? *
Please refer to the examples of Discounts provided with Section 4. Scope of Work. Additionally, please be sure to identity any products where the discount is not applicable.

☐ Catalog Line-item Pricing

☐ Category Percentage Discount

*Response required

17. Vendor agrees to provide a minimum of 10% discount off MSRP/retail price?*
All are encouraged to bid, however, please note if the 10% discount cannot be achieved, the City may, at its discretion, review alternative discount options and approve or reject them accordingly.

☐ Yes

☐ No

*Response required

18. Price Sheet uploaded in accordance with Section 4, Scope of Services*
Please download the below documents, complete, and upload.

*Response required

19. Vendor acknowledges and understands the City's Vendor and Local Preference Policy? *
Further detailed under Section 5. Standard Terms and General Conditions.

☐ Yes
☐ No

*Response required

20. As a Responsive bidder, I have attached and agree to all required data as requested in this bid package?*
This includes the following;

- City of Bartow Vendor Requirements
- Proof of Insurance
- Indemnification

☐ Yes
☐ No

*Response required