CITY OF CORAL SPRINGS, FLORIDA

INVITATION TO BID

CONTRACT COPY

SUBMIT BID TO:
PURCHASING DIVISION
9551 WEST SAMPLE ROAD
CORAL SPRINGS, FLORIDA 33065

BIDDER ACKNOWLEDGMENT

- GENERAL CONDITIONS -

THESE INSTRUCTIONS ARE STANDARD FOR ALL BIDS FOR COMMODITIES/SERVICES ISSUED BY THE CITY OF CORAL SPRINGS. THE CITY OF CORAL SPRINGS MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BID SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

BIDDER ACKNOWLEDGMENT MUST BE SIGNED AND RETURNED WITH YOUR BID

SEALED BIDS: This form must be executed and submitted with all Bid sheets in a sealed envelope. The face of the envelope shall contain the above address, the date and time of Bid opening and Bid number. Bids not submitted on attached Bid Form may be rejected. All Bids are subjected to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

BID TITLE: Field Marking Paint for S. E. Florida Governmental Purchasing Cooperative Survey

BID NO.: 09-D-053F

BIDS WILL BE OPENED 2:00 P.M. (EST), Wednesday, March 11, 2009 and may not be withdrawn during the 90 calendar days following such date and time.

PURCHASING AGENT (NAME & TELEPHONE NO.:)

Gail Dixon, (954) 344-1104

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_____
CORRECT LEGAL NAME OF BIDDER:

_____
(SIGNATURE OF BIDDER'S AUTHORIZED AGENT)

TITLE: _____

TYPED/PRINTED NAME OF AUTHORIZED AGENT: _____

ADDRESS: _____

_____

PHONE NO: (_____) _____

FEDERAL ID NUMBER OR SOCIAL SECURITY NUMBER OF BIDDER:

_____ I certify that this Bid acknowledgement is made without prior understanding, agreement or connection with any corporation, firm or person submitting a Bid for the same commodities/ services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. By signature on this form, Bidder acknowledges and accepts without limitation, pages 1 through 5 inclusive of the Invitation to Bid as well as any special instructions if applicable.

INSTRUCTIONS TO BIDDERS:

1. DEFINED TERMS

1.1 Terms used in these Instructions to Bidders are defined and have the meanings assigned to them. The term "Bidder" means one who submits a Bid directly to CITY, as distinct from a sub-bidder who submits a Bid to the Bidder. The term "Successful Bidder" means the most responsible and responsive Bidder to whom CITY (on the basis of CITY'S evaluation as hereinafter provided) makes an award. The term "CITY" refers to the CITY of Coral Springs, a municipal corporation of the State of Florida. The term "Bid Documents" includes the Invitation to Bid, Instructions to Bidders, Special Conditions, Bid Form, Non-Collusive Affidavit, Certificate(s) of Insurance, if required, Payment and Performance Bonds, if required, Corporate Resolution, Bid Security, if required, and the proposed Contract Documents, if any, including all Addenda issued prior to receipt of Bids.

2. COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of Bid Documents must be used in preparing Bids. CITY does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents. CITY, in making copies of Bid Documents available does so only for the purpose of obtaining Bids and does not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

3.1 No Bid will be accepted from, nor will any contract be awarded to any person who is in arrears to the CITY, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to CITY, or who is deemed responsible or unreliable by the CITY.

3.2 As part of the Bid evaluation process, CITY may conduct a background investigation including a record check by the Coral Springs Police Department. Bidder's submission of a Bid constitutes acknowledgment of the process and consent to such investigation. CITY shall be the sole judge in determining Bidder's qualifications.

4. EXAMINATION OF BID DOCUMENTS

4.1 Before submitting a Bid, each Bidder must (a) examine the Bid Documents thoroughly; (b) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision of the commodities and/or services; (c) study and carefully correlate Bidder's observations with the Bid Documents, and (d) notify CITY's Purchasing Division of all conflicts, errors and discrepancies in the Bid Documents.

4.2 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception, the Bid is premised upon performing the services and/or furnishing the commodities and materials and such means, methods, techniques, sequences or procedures as may be indicated in or required by the Bid Documents, and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

5. SPECIFICATIONS

5.1 The apparent silence of the Specifications as to any detail, or the apparent omission from the Specifications of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.

5.2 For the purpose of evaluation, the Bidder must indicate any variance or exceptions to the stated Specifications no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Bidder meets all the Specifications in every respect.

5.3 Any manufacturers' names, trade names, brand names, information and/or catalog numbers used herein are for the purpose of describing and establishing a general standard of quality, performance and characteristics and are not intended to limit or restrict competition. The Bidder may offer any brand which meets or exceeds the Specifications for any item(s). If Bids are based on equivalent products, indicate on the Bid Form the manufacturer's name and catalog number. Bidder shall submit with his Bid complete and descriptive literature and/or specifications. The Bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the Specifications and not be considered an exception thereto. The determination of equivalency shall rest solely with the CITY. If Bidder fails to name a substitute, it will be assumed that Bidder is bidding on and will be required to furnish commodities identical to Bid standards.

6. INTERPRETATIONS AND ADDENDA

6.1 To ensure fair consideration for all Bidders, CITY prohibits communication to or with any department, officer or employee during the submission process except as provided in Paragraph 6.2 below.

6.2 If the Bidder should be in doubt as to the meaning of any of the Bid documents, or is of the opinion that the plans and/or specifications contain errors, contradictions or reflect omissions, Bidder shall submit a written request directed to the Purchasing Division to be forwarded to the appropriate person or department for interpretations or clarification. Interpretations or clarifications deemed necessary by the Purchasing Division in response to such questions will be issued in the form of written addenda, mailed to all parties recorded by CITY'S Purchasing Division as having received the Bid documents. The issuance of a written addendum by the Purchasing Division shall be the only official method whereby such an interpretation or clarification will be made.

7. PRICES BID

7.1 Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extension or totals, unit amounts shall govern.

7.2 Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

7.3 All applicable discounts shall be included in the Bid price for materials and services and will be considered as determining factors in recommending an award in case of tie Bids. Discounts extended to CITY shall include but not be limited to those discounts normally extended to governmental agencies as well as the private sector.

7.4 Chain discounts are not acceptable and will not be considered in determining an award. Bidders may bid only one (1) discount for each item on the Bid Form. Firm discounts and prices are to be quoted for the term of the Contract.

7.5 Bidder warrants by virtue of bidding that prices, terms and conditions in the Bid will be firm for acceptance for a period of ninety (90) calendar days from the date of Bid opening unless otherwise stated by the CITY.

7.6 The Bid price shall include all permit fees, royalties, license fees and other costs arising from the use of such design, device or materials in any way involved in the work as well as all costs of packaging,

transporting and delivery to the designed location within the City of Coral Springs.

8. OCCUPATIONAL HEALTH & SAFETY

8.1 In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this Bid must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer. The MSDS must include the following information:

8.1.1 The chemical name and the common name of the toxic substance.

8.1.2 The hazards or other risks in the use of the toxic substance including:

a) The potential for fire, explosion, corrosively and reactivity;

b) The known acute and chronic health effects of risk from exposure including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and

c) The primary routes of entry and symptoms of over exposure.

8.1.3 The proper precautions, handling practices, necessary personal protection equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of exposure.

8.1.4 The emergency procedure for spills, fire, disposal and first aid.

8.1.5 A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

8.1.6 The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

9. SUBMISSION OF BIDS

9.1 Bids shall be submitted at or before the time and at the place indicated in the Invitation to Bid and shall be submitted in a sealed envelope. The envelope shall be clearly marked on the exterior "BID FOR (PROJECT TITLE) THE CITY OF CORAL SPRINGS, FLORIDA, OPEN....(insert date given in Invitation to Bid) and shall state the name and address of the Bidder and shall be accompanied by any other required documents. No responsibility will attach to the Purchasing Division for the premature opening of a Bid not properly addressed and identified.

9.2 Bids must be typed or printed in ink. Use of erasable ink is not permitted. All blanks on the Bid Form must be completed. Names must be typed or printed below the signature. Facsimile Bids will not be accepted.

9.3 In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable state and federal law, all Bidders should be aware that the Invitation to Bid and the responses thereto are in the public domain. However, the Bidders are requested to identify specifically any information contained in their Bids which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

9.4 All Bids received from Bidders in response to the Invitation to Bid will become the property of the City and will not be returned to the Bidders. In the event of contract award, all documentation produced as part of the contract shall become the exclusive property of the CITY.

9.5 The submitted Bid shall constitute a firm offer on the part of the Bidder to furnish the commodities and/or services requested.

10 BID FORMS

10.1 The Bid Form is included with the Bid Documents and must be used by the Bidder. Failure to do so may cause the Bid to be rejected. The forms must be submitted in good order and all blanks must be completed.

10.2 The Bid must be signed by one duly authorized to do so and in cases where the Bid is signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the Bid.

10.3 Bids by corporations must be executed in the corporate name by the President or other corporate officers accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

10.4 Bids by partnerships must be executed in the partnership name and signed by a general partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

11 MODIFICATION AND WITHDRAWL OF BIDS

11.1 Bids must be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted at any time prior to the deadline for submitting Bids. A request for withdrawal or a modification must be in writing and signed by person duly authorized to do so and, in a case where signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the request for withdrawal or modification. Withdrawal of a Bid will not prejudice the rights of a Bidder to submit a new Bid prior to the Bid date and time. After expiration of the period for receiving Bids, no Bid may be withdrawn or modified.

11.2 If, within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed written notice with CITY and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of CITY by clear and convincing evidence that there was a material and substantial mistake in the preparation of its Bid, or that the mistake is clearly evident on the face of the Bid but the intended correct Bid is not similarly evident,

then Bidder may withdraw its Bid and the Bid Security will be returned.

12. REJECTION OF BIDS

12.1 To the extent permitted by applicable state and federal laws and regulations, CITY reserves the right to reject any and all Bids, to waive any and all informalities, irregularities and technicalities not involving price, time or changes in the commodities and/or services, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. Bids will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations or irregularities of any kind.

12.2 CITY reserves the right to reject the Bid of any Bidder if CITY believes that it would not be in the best interest of CITY to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by CITY.

12.3 More than one Bid received for the same work from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the same work will cause the rejection of such Bids in which the Bidder is interested. If there are reasonable grounds for believing that collusion exists among the Bidders, the Bids of participants in such collusion will not be considered.

12.4 The foregoing reasons for rejection of Bids are not intended to be exhaustive.

13. OPENING OF BIDS

13.1 Bids will be opened publicly on the date and at the location and time specified in the Invitation to Bid. Bids will be read aloud and an abstract of the amount of the base Bids will be made available after the opening of the Bid.

14. BIDS TO REMAIN OPEN

14.1 All bids shall remain open for ninety (90) calendar days after the day of the Bid opening, but CITY may, at its sole discretion, release any Bid and return the Bid Security prior to that date.

14.2 Extensions of time when Bids shall remain open beyond the ninety (90) day period may be made only by mutual written agreement between the CITY, the successful Bidder and the surety, if any, for the successful Bidder.

15. AWARD OF CONTRACT

15.1 If the contract is to be awarded, it will be awarded to the most responsible and responsive Bidder for the base Bid whose evaluation by CITY indicates to CITY that the award will be in the best interests of the CITY and not necessarily to the lowest Bidder.

15.2 Criteria utilized by CITY for determining the most responsible and responsive Bidder includes, but is not limited to the following:

(a) Ability of Bidder to meet published specifications.

(b) Bidder's experience and references including, but not limited to, the reputation, integrity, character, efficiency, experience, skill, ability and business judgment of the Bidder, the quality of performance of Bidder under previous contracts, any sub-contractors and other persons providing labor or materials to Bidder.

(c) Bidder's qualifications and capabilities, including but not limited to, the size, financial history, strength and stability of the business to perform the work of the Contract, the possession of necessary facilities and equipment and the quality, availability and adaptability thereof to the particular use(s) required.

(d) Whether Bidder can perform the Contract promptly or within the time specified without delay or interference.

(e) Previous and existing compliance by Bidder with laws, ordinances and regulations relating to the commodities or services.

(f) Price.

15.3 If applicable, the Bidder to whom award is made shall execute a written Contract prior to award by the City Commission. If the Bidder to whom the first award is made fails to enter into a Contract as herein provided, the Contract may be let to the next lowest Bidder who is responsible and responsive in the opinion of the CITY.

16. OPEN-END CONTRACT

16.1 No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end Contract. Estimated quantities will be used for Bid comparison purposes only. The CITY reserves the right to issue purchase orders as and when required, or, issues a blanket purchase order for individual agencies and release partial quantities or any combination of the proceeding.

16.2 ORDERING: The CITY reserves the right to purchase commodities/services specified herein through Contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required within a short period than the delivery time specified in the Contract, and if the seller is unable to comply therewith, the CITY reserves the right to obtain such delivery from others without penalty or prejudice to the CITY or to the Bidder.

16.3 CONTRACT PERIOD: The initial Contract period shall start with the expiration date of the previous Contract or date of award, whichever is latest, and shall terminate two (2) years from that date. The CITY may renew this Contract for two (2) two (2)

year periods subject to Bidder acceptance, satisfactory performance and determination that renewal will be in the best interest of the CITY. All prices, terms and conditions shall remain firm for the initial period of the Contract and for any renewal period unless subject to price adjustment specified as a "special condition" hereto.

17. INSURANCE

17.1 The insurance requirements contained in this Bid represent the minimal protection necessary for the CITY as determined by the CITY's Risk Management Coordinator. The successful Bidder shall be required to provide proper proof of issuance to the Purchasing Division prior to award. No award will be recommended until a written determination is made by CITY's Risk Management Coordinator that the proof of insurance submitted by the Bidder is acceptable from a Risk Management perspective. Further modification of the requirements may be made at the sole discretion of the CITY if circumstances warrant.

18. TAXES

18.1 The successful Bidder shall pay all applicable sales, consumer use and other similar taxes required by law.

19. AUDIT RIGHTS

19.1 The CITY reserves the right to audit the records of the successful Bidder for the commodities and/or services provided under the Contract at any time during the performance and term of the Contract and for a period of three (3) year after completion and acceptance by the CITY. If required by the CITY, the successful Bidder agrees to submit to an audit by an independent certified public accountant selected by the CITY. The successful Bidder shall allow the CITY to inspect, examine and review the records of the successful Bidder in relation to this contract at any and all times during normal business hours during the term of the Contract.

20. CONFLICT OF INTEREST

20.1 The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Bidders must disclose with their Bid the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the CITY or any of its agencies. Further, all Bidders must disclose the name of any public officer or employee of the CITY who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or affiliate companies.

21. NON-COLLUSIVE AFFIDAVIT

21.1 Each Bidder shall complete the Non-Collusive Affidavit and include it with the Bid Form and shall submit this Form with the Bid. Failure of the Bidder to submit this document may be cause for rejection of the Bid.

22. SUMMARY OF DOCUMENTS TO BE SUBMITTED BY BIDDERS

22.1 The following is a summary of documents, copies of which may be included in the Bid documents, which are to be completed and submitted by Bidders:

(a) Bidder acknowledgement.
(b) Bid Form
(c) Non-Collusive Affidavit
(d) Certified Resolution or other duly executed document evidencing authority to sign on behalf of the Bidder.
(e) Qualification Statement, if required by the Special Conditions.
(f) Bid Security, if required by the Special Conditions.
(g) Certificate(s) of Insurance, if required by the Special Conditions.
(h) Certification of Non-Segregated Facilities, if required by the Special Conditions.

SOUTHEAST FLORIDA GOVERNMENTAL
PURCHASING COOPERATIVE

Cooperative Purchasing:

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

For the past several years, approximately forty five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

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

Southeast Florida Governmental Purchasing Cooperative Procurement Operational Procedures:

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

"WORKING TOGETHER TO REDUCE COSTS"

FINANCIAL SERVICES DEPARTMENT
CITY OF *CORAL SPRINGS* FLORIDA

GOVERNER'S STERLING AWARD WINNER

Our Mission Statement
To be the nation's premier community in which to live, work and raise a family

PURCHASING DIVISION
9551 WEST SAMPLE ROAD
CORAL SPRINGS, FL 33065
TELEPHONE: (954) 344-1100
FAX: (954) 344-1186
www.coralsprings.org

DATE: February 17, 2009 BID NUMBER: 09-D-053F

SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE PURCHASING GROUP

INVITATION TO BID

This Invitation to Bid represents a Cooperative bid for the Southeast Florida Governmental Cooperative Purchasing Group for the following Commodity:

FIELD MARKING PAINT FOR S.E. FLORIDA GOVERNMENT PURCHASING COOPERATIVE GROUP

The participating agencies for this bid are:

Boca Raton, City of
Coconut Creek, City of
Coral Springs, City of
Dania Beach, City of
Davie, Town of
Deerfield Beach, City of
Ft. Lauderdale, City of
Greenacres, City of
Hallandale Beach, City of
Hollywood, City of
Lauderdale Lakes, City of
Lighthouse Point, City of
Margate, City of
Miami Gardens, City of
Miramar, City of
Oakland Park, City of
Pembroke Pines, City of
Pompano Beach, City of
Sunrise, City of

The Agency responsible for issuing this bid is the City of Coral Springs.

All questions concerning this Invitation to Bid should be addressed to the issuing agency, hereinafter referred to as the "Lead Agency". All responses to the bid are to be returned to the City of Coral Springs.

Sealed Bids must be received and time stamped by the Purchasing Administrator, either by mail or hand delivery, no later than 2:00 p.m. local time on Wednesday, March 11, 2009. A public opening will take place at or before 2:15 p.m. in the City Commission Chambers located at City Hall on the same date. Any bids received after 2:00 p.m. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder.

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

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

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

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

The successful Contractor(s) shall be responsible for advising the Lead Agency, referenced in the award, of those participants who may fail to place orders under this award as detailed on page 1 of this solicitation.

Contact:

The contact regarding this bid will be Gail Dixon, Purchasing Agent II @ (954) 344-1104. any questions you may have as to technical specifications may be sent via email to gad@coralsprings.org or via fax to (954) 344-1186.

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

Any problem with participating agencies referenced in this award will be brought to the attention of the Lead Agency.

This Invitation to bid is considered an integral part of the bid document, and any resultant award, and shall be included by reference into any contract.

The CITY reserves the right to reject any or all bids, to waive any informalities or irregularities and technicalities not involving price, time or changes in the work, in any bid received, to re-advertise for bids or take any other such actions that may be deemed to be in the best interests of the CITY.

Gail Dixon
Purchasing Agent II

SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING CO-OP MEMBERS

Organization Name	Name	Address	City	State	Zip Code	Work Phone	Fax Number
Atlantis, City of	Mo Thornton	260 Orange Tree Drive	Atlantis	FL	33462	561-965-1744	561-642-1806
Aventura, City of	Indra Sarju	19200 W Country Club Dr	Aventura	FL	33180	(305) 466-8925	(305) 466-8939
Boca Raton, City of	Bob Bolinski	201 W. Palmetto Park Rd.	Boca Raton	FL	33432	(561) 393-7873	(561) 393-7983
Broward Community College-Purchasing Dept.	Beau Mitchell	225 E. Las Olas Blvd.	Fort Lauderdale	FL	33301	(954) 201-7551	(954) 201-7330
Broward County Purchasing Dept	Karen Walbridge	115 S. Andrews Ave. Room 212	Fort Lauderdale	FL	33301	(954) 357-5946	(954) 357-8535
Broward County School Board	Phyllis Ben-Asher	7720 W. Oakland Park Blvd.	Sunrise	FL	33351	(754) 321-0527	(754) 321-0533
Broward County Sheriff - Purchasing	Larry D. Strain	2601 W. Broward Blvd	Fort Lauderdale	FL	33312	(954) 321-4795	(954) 765-4006
Broward Health (North Broward Hospital District)	Steve Thornton	303 SE 17 St	Ft. Lauderdale	FL	33316	954-468-8071	954-355-5109
Children's Services Council of Palm Beach County	Renita Reif	2300 High Ridge Rd.	Boynton Beach	FL	33426	(561) 374-7574	(561) 835-1956
Coconut Creek, City of	Linda Jeethan	4800 W. Copans Rd.	Coconut Creek	FL	33063	(954) 956-1438	(954) 973-6754
Cooper City, City of	Kerri Anne Fisher	PO Box 290910	Cooper City	FL	33329	(954) 434-4300 Ext 268	(954) 434-5099
Coral Springs, City of-Purchasing	Gail Dixon	9551 W. Sample Road	Coral Springs	FL	33065	(954) 344-1104	(954) 344-1186
Dania Beach, City of	Nanci Denny	100 W. Dania Beach Blvd.	Dania Bch.	FL	33004	954 924-6800 ext. 3674	(954) 922-5619
Davie, Town of	Herb Hyman	6591 Orange Drive	Davie	FL	33314	(954) 797-1016	(954) 797-1049
Deerfield Beach, City of	Donna Council	401 SW 4th St.	Deerfield Beach	FL	33441	(954) 480-4380	(954) 480-4388
Fort Lauderdale, City of	AnnDebra Diaz	100 N. Andrews Ave. Room 619	Fort Lauderdale	FL	33301	(954) 828-5949	(954) 828-5576
Greenacres, City of	Alyssa M. Milo	5800 Melaleuca Lane	Greenacres	FL	33463	(561) 642-2039	(561) 642-2037
Hallandale Beach, City of	Andrea Lues	400 S. Federal Hwy	Hallandale	FL		(954) 457-1332	(954) 457-1342
Hollywood, City of	Ian Superville	2600 Hollywood Blvd	Hollywood	FL	33020	954-921-3552	954-921-3086
Lantana, Town of	Clyde Ali		Lantana	FL		(561) 540-5760	(561) 540-5759

SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING CO-OP MEMBERS

Organization Name	Name	Address	City	State	Zip Code	Work Phone	Fax Number
Lauderdale by the Sea, Town of	Kathleen A. O'Brien	4501 Ocean Drive	Lauderdale by the Sea	FL	33308	954-776-0576	954-776-7910
Lauderdale Lakes, City of-Purchasing	Geeta Ramharry	4300 NW 36 Street	Lauderdale Lakes	FL	33319	(954) 535-2722	(954) 733-3276
Lauderhill, City of	Gwendolyn Jones	3800 Inverrary Blvd, Ste 209	Lauderhill	FL	33319	954-497-4708	(954) 730-3075
Lighthouse Point, City of	Mary Pryde	2200 NE 38 St.	Lighthouse Point	FL	33064	(954) 946-7386	(954) 946-7932
Margate, City of-Purchasing	Connie Guzzi	5790 Margate Blvd.	Margate	F L	33063	(954) 972-6454	(954) 935-5258
Miami Gardens, City of	Pam Thompson	1515 NW 167 St, #200	Miami Gardens	FL	33169	(350) 622-8031	(305) 622-8001
Miami, City of	Mike Rath	444 SW 2nd Ave	Miami	FL	33130	(305) 416-1921	(305) 400-5153
Miami-Dade County	Andrew Zawoyski	111 NW 1st Street	Miami	FL	33128	(305) 375-5663	(305) 375-2316
Miami Dade County Schools	Kevin McIntyre		Miami	FL		305-995-2350	305-523-3367
Miramar, City of	Margaret Palomino	2300 Civic Center Place	Miramar	FL	33025	954-602-3052	
North Lauderdale, City of	Iveisa Guzman	701 SW 71 Ave	N Lauderdale	FL	33068	(954) 722-0900 x1456	(954) 720-2064
North Miami Beach, City of	Aris Eugene	17011 NE 19th Ave. Room 315	North Miami Beach	FL	33162	(305) 787-6041	(305) 948-2950
North Miami -City of	Maureen Hansraj	776 NE 125 St	North Miami	FL	33161	(305) 895-9886	(305) 891-1015
Oakland Park, City of-Purchasing	Maggie Turner	3650 NE 12 Avenue	Oakland Park	FL	33334	(954) 630-4256	(954) 630-4216
Palm Beach County BCC	Phil Ridolfo	50 So. Military Trl, Ste 110	West Palm Bch	FL	33415	(561) 616-6823	(561) 242-6723
Palm Beach Gardens, City of		10500 North Military Trail	Palm Beach Gardens	FL	33410	(561) 804-7014	(561) 799-4134
Palm Beach, Town of	Lynda Davis Venne	951 Old Okeechobee Rd, Ste "D"	West Palm Bch	FL	33401	(561) 838-5406	(561) 835-4688
Parkland, City of	Sarah Castoro	6600 University Drive	Parkland	FL	33067	(954) 757-4135	(954) 341-5161
Pembroke Park, Town of	Jeanne Peterson		Pembroke Park	FL		954-966-4600 x1238	
Pembroke Pines, City of Public Services Dept.	Terri Burzo	13975 Pembroke Road	Pembroke Pines	FL	33027	(954) 437-1111 x458	(954) 437-1117

Organization Name	Name	Address	City	State	Zip Code	Work Phone	Fax Number
Plantation, City of	Ezzard "Charles" Spencer	400 NW 73 Avenue	Plantation	FL	33317	(954) 797-2705	(954) 797-2720
Pompano Beach, City of	Leeta Hardin	1190 NE 3rd Ave. Bldg C	Pompano Beach	FL	33060	(954) 786-4098	(954) 786-4168
Riviera Beach, City of	Benjamin Guy	600 West Blue Heron Blvd.	Riviera Beach	FL	33404	(561) 845-4180	(561) 842-5105
SFRTA/TRI-RAIL	V. Martin Kelly	800 NW 33rd St. Suite 100	Pompano Beach	FL	33064	(954) 788-7913	(954) 788-7963
Sunny Isles Beach, City of	Shaun Sharon Gelvez	18070 Collings Avenue, 3rd Floor	Sunny Isles Beach	FL	33160	305-792-1773	305-792-1614
Sunrise, City of-Purchasing	Holly Raphaelson	10770 W. Oakland Park Blvd.	Sunrise	FL	33351	(954) 572-2202	(954) 572-2278
Tamarac, City of, Purchasing Div.	Keith Glatz	7525 NW 88th Ave.	Tamarac	FL	33321	(954) 597-3567	(954) 597-3565
Village of Wellington	Bill M. Atkins	14000 Greenbriar Blvd	Wellington	FL	33414	(561) 791-4794	(561) 753-2548
Weston, City of	Brad Kaine	20200 Saddle Club Rd	Weston	FL	33321	(954) 389-4321	(954) 389-5430
Wilton Manors, City of	Linda Noyes	524 NE 21 Court	Wilton Manors	FL	33305	(954) 390-2141	(954) 390-2199

BID 09-D-053F
FIELD MARKING PAINT FOR
S.E. FLORIDA GOVERNMENT PURCHASING
COOPERATIVE GROUP

INSTRUCTIONS TO BIDDERS

1. QUALIFICATIONS OF BIDDERS

1.1 Each Bidder shall complete the Qualifications Statement and shall submit the same with the Bid. Failure to submit the Qualifications Statement and all documents required thereunder together with the Bid may constitute grounds for rejection of the Bid.

1.2 The CITY reserves the right to make a pre-award inspection of the Bidder's facilities and equipment prior to award of Agreement.

1.3 Sample of items, when required, must be furnished by Bidder free of charge to CITY. Each individual sample must be labeled with Bidder's name and manufacturer's brand name and be delivered by him within ten (10) calendar days of the Bid opening unless the schedule indicates a different time and unless submission is required before the Bid opening. If samples are required subsequent to the Bid opening they should be delivered within ten (10) calendar days of the request. CITY will not be responsible for returning samples.

1.4 Bidder shall upon request submit two (2) copies of descriptive literature and technical data, fully detailing all features, designs, construction appointments, finishes and the like not covered in the specifications necessary to fully describe the equipment Bidder proposes to furnish.

1.5 CITY reserves the right to consider a Bidder's history of citations and/or violations of environmental regulations in determining a Bidder's responsibility, and further reserves the right to declare a Bidder not responsible if the history of violations warrant such determination. Bidder shall submit with Bid, a complete history of all citations and/or violations, notices and dispositions thereof. The nonsubmission of any such documentation shall be deemed to be an affirmation by the Bidder that there are no citations or violations. Bidder shall notify CITY immediately of notice of any citation or violation that Bidder may receive after the Bid opening date and during the time of performance of any contract awarded to Bidder.

2. SAFETY

2.1 The Successful Bidder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Successful Bidder shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Fla Statutes Section 440.56) and with the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA) and its amendments.

3. WARRANTIES

3.1 Warranty of Specifications: The Successful Bidder warrants that all goods, materials and workmanship furnished, whether furnished by the Successful Bidder or its sub-contractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted.

3.2 Warranty of Fitness for a Particular Purpose: The Successful Bidder warrants the goods shall be fit for and sufficient for the purpose(s) intended. The purpose(s) for which the goods covered by the Contract is intended is: Field Marking Paint for Athletic Fields.

3.2.1 The Successful Bidder understands and agrees that the CITY is purchasing the goods in reliance upon the skill of the Successful Bidder in furnishing the goods suitable for the above-stated purpose. If the goods cannot be used in the manner stated in this Paragraph, then the CITY, at its sole discretion, may return the goods to the Successful Bidder for a full refund or any and all moneys paid for the goods.

3.3 The Successful Bidder warrants to the CITY that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.

3.4 The Successful Bidder warrants to the CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.

3.5 The Successful Bidder warrants to the CITY that the consummation of the work provided for in the Contract Documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which the Successful Bidder is a party.

3.6 The Successful Bidder warrants that there has been no violation of copyrights or patent rights either in the United States of America or in foreign countries in connection with the work of the Contract.

3.7 All warranties made by the Successful Bidder together with service warranties and guarantees shall run to the CITY and the successors and assigns of the CITY.

4. DEFAULT

4.1 In the event the Successful Bidder shall default in any of the terms, obligations, restrictions or conditions in the Contract Documents, the CITY shall give the Successful Bidder written notice by certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event the Successful Bidder has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of the CITY, the CITY shall have all legal remedies available to it, including, but not limited to termination of the Contact in which case the Successful Bidder shall be liable for all procurement and reprocurement costs and any and all damages permitted by law arising from the default and breach of the Contract.

5. TERMINATION FOR CONVENIENCE OF CITY

5.1 Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the Successful Bidder, the CITY may without cause and without prejudice to any other right or remedy, terminate the agreement for the CITY's convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the agreement is terminated for the convenience of the CITY the notice of termination to the Successful Bidder must state that the contract is being terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the notice of termination for convenience, the Successful Bidder shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the Contract and refrain from placing further orders and sub-contracts except as they may be necessary, and complete any continued portions of the work.

6. ASSIGNMENT

6.1 The Successful Bidder shall not assign or transfer its rights, title or interests in the Agreement nor shall Successful Bidder delegate any of the duties or obligations undertaken by Successful Bidder without CITY's prior written approval.

7. APPLICABLE LAWS, ORDINANCES, RULES, CODES AND REGULATIONS

7.1 Familiarity with Laws: Notice is hereby given that the Successful Bidder must be familiar with all federal, state and local laws, ordinances, rules, codes and regulations that may affect the work. Ignorance on the part of the Bidder will in

no way relieve him from the responsibility of compliance therewith. The city is providing the following list of references for the convenience of the bidder. These requirements may apply under the appropriate circumstance. Inclusion herein does not constitute any waiver by the CITY or any admission or agreement that these laws, orders or rules actually apply to this project. Moreover, the list is not intended to be inclusive and omission shall not be a defense for a Bidder's, Contractor's or Sub-contractor's failure to comply with applicable laws, ordinances, rules, codes or regulations:

7.1.1 Non-Segregated Facilities: The Successful Bidder and each sub-contractor shall comply with the Certification of Non-Segregated Facilities supplied in the Bid Documents and this Certification shall be a part of the Bid Documents. By submission of a bid, the bidder and all sub-contractors certifies that Bidder has become familiar with the certification and that he will comply with the requirements set forth in the Certification.

7.1.2 Nondiscrimination and Equal Opportunity Employment: During the performance of the Contract, the Successful Bidder agrees as follows:

(a) The Successful Bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Successful Bidder shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading; demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Successful Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) In the event of the Successful Bidder's noncompliance with the nondiscrimination clauses of the Contract or with any of such rules, regulations, or orders, the Contract may be canceled, terminated, or suspended in whole or in part without liability to CITY.

8. INDEMNIFICATION

8.1 GENERAL INDEMNIFICATION: The parties agree that one percent (1%) of the total compensation paid to Successful Bidders for the work of the Contract shall constitute specific consideration to Successful Bidder for the indemnification to

be provided under the Contract. To the fullest extent permitted by laws and regulations, Successful Bidder shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or alleged to have arisen out of or in consequence of the operations of the Successful Bidder or his Subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the contract.

8.2 PATENT AND COPYRIGHT INDEMNIFICATION: Successful Bidder agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Contract.

8.3 Successful Bidder shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

8.4 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Bidder under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive CITY's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

9. INSURANCE

9.1 Bidders must submit copies of their current certificate(s) of insurance together with the Bid. Failure to do so may cause rejection of the Bid.

9.2 **AT THE TIME OF EXECUTION OF THE CONTRACT, THE SUCCESSFUL BIDDER SHALL SUBMIT A CURRENT CERTIFICATE OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGE AND THE OPERATIONS OF THE SUCCESSFUL BIDDER UNDER THE CONTRACT.** Insurance Companies selected must be acceptable to the CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

9.3 The Successful Bidder shall procure and maintain at its own expense and keep in effect during the full term of the Contract a policy or policies of insurance that must include the following coverage and minimum limits of liability:

(a) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employer's Liability Act and the Homes Act. Employer's Liability Insurance shall be provided with a minimum of One Hundred Thousand and xx/100 dollars ($100,000.00) per accident. Successful Bidder shall agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(b) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the Successful Bidder in the performance of the work with the following minimum limits of liability:

$ 1,000,000	Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

(c) Comprehensive General Liability with the following minimum limits of liability:

$ 1,000,000	Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage:

1. Premises and Operations;
2. Independent Contractors;
3. Product and Completed Operations Liability;
4. Broad Form Property Damage;
5. Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract; and
6. Personal Injury coverage with employment contractual exclusions removed and deleted.

9.4 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability B+ - A+

9.5 The Successful Bidder shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than one million ($1,000,000) Dollars for each category), and the Successful Bidder shall provide verification thereof to CITY upon request of CITY.

9.6 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

9.7 The Successful Bidder shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.

9.8 The clauses "other Insurance Provisions" and "Insurers Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY's actual notice of such an event.

9.9 The Successful Bidder shall not commence work under the Contract until after he has obtained all of the minimum insurance herein described.

9.10 The Successful Bidder agrees to perform the work under the Contract as an independent contractor, and not as a sub-contractor, agent or employee of CITY.

9.11 Violation of the terms of this paragraph and its subparts shall constitute a breach of the Contract and CITY, at its sole discretion, may cancel the Contract and all rights, title and interest of the Successful Bidder shall thereupon cease and terminate.

10. BID FORM

10.1 This Bid Form, together with the Invitation to Bid, the Instructions to Bidders, constitutes an offer from the Bidder. If any or all parts of the Bid are accepted by the City of Coral Springs, an authorized officer of the City shall affix his/her signature hereto and this document, together with the Invitation to Bid, the Instructions to Bidders, any Drawings, Plans and Specifications issued prior to the execution of this Bid Form, and any Purchase Order issued by the City after execution of this Bid Form, shall constitute the written agreement between the parties and shall together comprise the Contract Documents. The Contract

Documents are complimentary and what is required by one shall be as binding as if required by all.

11. PUBLIC ENTITY CRIMES INFORMATION STATEMENT

11.1 A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12. AWARD OF CONTRACT

12.1 If the Contract is to be awarded, it will be awarded to the most responsible and responsive Bidder for the Bid whose evaluation by CITY indicates to CITY that the award will be in the best interests of the CITY, and not necessarily to the lowest Bidder.

12.2 Criteria utilized by CITY for determining the most responsible and responsive Bidder includes, but is not limited to the following:

(a) Ability of Bidder to meet published specifications.

(b) Bidder's experience and references, including but not limited to, the reputation, integrity, character, efficiency, experience, skill, ability and business judgment of the Bidder, the quality of performance of Bidder under previous contracts, any sub-contractors and other persons providing labor or materials to Bidder.

(c) Bidder's qualifications and capabilities, including but not limited to, the size, financial history, strength and stability of the business to perform the work of the Contract, the possession of necessary facilities and equipment and the quality, availability and adaptability thereof to the particular use(s) required.

(d) Whether Bidder can perform the Contract promptly or within the time specified, without delay or interference.

(e) Previous and existing compliance by Bidder with laws, ordinances and regulations relating to the goods or services.

(f) Price.

12.3 If applicable, the Bidder to whom award is being recommended shall execute a written contract prior to contract award. If the Bidder fails to enter into a Contract as herein provided, the recommended award will be let to the next lowest bidder who is responsible and responsible in the opinion of the city. Such Bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the award was made.

13. CONTRACT TERM

13.1 The initial term of this contract will be two (2) year(s) with an option to renew for two (2) additional two (2) year time periods for a cumulative total of six (6) years, using the same terms, conditions, and pricing of the original agreements provided that funds are available and appropriated by City's Commission.

14. CONTRACT ADJUSTMENTS

14.1 The cost(s) shall remain firm for the initial two (2) year contract term. Costs for any extension term shall be subject to adjustment only if increases occur in the industry. Such increases shall not exceed 5% or, whichever is greater, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase or decrease, in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the comparable month one year prior. Any requested cost increase shall be fully documented and submitted to the CITY at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or the industry costs decline, the CITY shall receive, from the Contractor, a reduction in costs, in accordance with the terms and conditions for adjustments detailed above.

BID 09-D-053F
FIELD MARKING PAINT FOR
S.E. FLORIDA GOVERNMENT PURCHASING
COOPERATIVE GROUP

QUANTITIES AND EXPENDITURES

The estimated quantities provided in this bid are for bidder(s) guidance only. No guarantee is expressed or implied as to the total quantity or dollar value of this bid.

The City reserves the right to award this contract by group or in its entirety, whichever is deemed to be in the best interest of the City.

DELIVERY

Each participating agency will call for deliveries. Deliveries should be made within three (3) business days of placement of order.

SPECIFICATIONS FOR VINYL/ACRYLIC FIELD MARKING PAINT

1. All paint supplied for the marking of fields must be non-toxic, lead free and V.O.C. compliant.
2. Paint will withstand washing away from rain; will adhere and can be applied to a damp playing field.
3. White field marking paint should provide a long lasting, "bright white" finished stripe.
4. Bulk paint manufactured for this application must be compatible with paint dispensing equipment for the marking of fields.
5. Aerosol container must have capacity to dispense paint both vertically and horizontally, and be tip actuated. Approved brands are Seymour, Fox Valley, and Coach's Stripe or City approved equal.
6. Prior to award of Bid, Bidder may be requested to provide samples of the product for evaluation. Samples are to be delivered at not cost within five (5) days of the request.

GROUP 1 FLAT VINYL/ACRYLIC FIELD MARKING PAINT

MATERIAL SPECIFICATIONS	SPECIFICATIONS OF PRODUCT BEING BID
Minimum Coverage per gallon based On application of 6-8 wet mils: 90 Sq Ft	_____
Dry to Touch: 30 minutes maximum	

At 75%50% RH _____

Dry to Recoat: 2 hours maximum _____

Percent Solids by Weight: 62%-66% _____

Percent Solids by Volume: 41%-45% _____

Percent Pigment: 50% _____

Viscosity, K.U.: 90-120 _____

What is the dilution ratio (if any)? _____

Paint shall be supplied in five (5) gallon pails. The color of the pail shall be white

Each pail shall have the date the paint was mixed by the vendor marked legibly and in large #'s in permanent marker.

Bidder shall submit with bid, a Material Safety Data Sheet, manufacturer's literature and technical specifications for product bid.

GROUP I – Flat Vinyl/Acrylic Field Marking Paint supplied in white 5 gallon cans

FIELD MARKING PAINT ESTIMATED ANNUAL USAGES

PARTICIPATING AGENCIES FOR GROUP I	TOTAL EST ANNUAL VOLUME	COLOR	CONTACT PERSON/PHONE
City of Coconut Creek	1000 gallons 200 gallons 20 gallons	white yellow blue	Linda Jeethan 954-956-1438
City of Coral Springs	7000 gallons 100 gallons	white yellow	Gail Dixon 954-344-1104
City of Dania Beach	250 gallons	white	Mardie Holloway 954-924-3748
Town of Davie	2000 gallons	white	Mark Dornacker 954-327-3928
City of Deerfield Beach	1000 gallons 400 gallons	white yellow	Donna Council 954-480-4380
City of Ft Lauderdale	800 gallons 200 gallons	white yellow	AnnDebra Diaz 954-828-5949

	400 gallons	blue	
City of Greenacres	800 gallons 20 gallons 20 gallons	white yellow blue	Alyssa Milo 561-642-2039
City of Hallandale Beach	300 gallons	white	Bob Williams 954-457-1450
City of Hollywood	40 gallons	white	Derrick Sanders 954 967-4606
City of Lauderdale Lakes	600 gallons 120 gallons 20 gallons	white yellow blue	Vincent Mullen 954-535-2792
City of Lighthouse Point	150 gallons	white	Mary Pryde 954-946-7386
City of Margate	750 gallons	white	Robert Dorband 954-972-4996
City of Miramar	1500 gallons 500 gallons 500 gallons	white yellow blue	Joe Munger 954-883-6951
City of Oakland Park	500 gallons 100 gallons	white blue	Maggie Turner 954-630-4256
City of Pembroke Pines	7000 gallons 500 gallons	white blue	Barbara Fisher 954 443-4828
City of Sunrise	250 gallons 50 gallons	white yellow	Vivian O'Neal 954-572-2204

GROUP I GRAND TOTAL CO-OP ESTIMATED ANNUAL VOLUME: 27,090 GALLONS

NOTE ABOVE TOTAL IS FOR AGENCIES THAT HAVE RESPONDED SO FAR

GROUP II FIELD MARKING PAINT (PACKAGED IN 20 OZ AEROSOL CANS)

MATERIAL SPECIFICATIONS	SPEFICIATIONS OF PRODUCT BEING BID
Capacity: 20 oz cans, average capacity To stripe minimum of 300 lineal With a four (4") inch stripe	_____
Drying Time: paint drying will be Approximately 5 minutes	_____
Solids Content: maximum 48%	_____
Water Content of Aerosol: 5%	_____
Vapor Pressure Aerosol Can (per Square inch aerosol, P.S.I.A): 40-45%	_____

Bidder must submit complete specifications, technical data, and literature on product proposed, including: solids content, water content, vapor pressure-aerosol can (per Square Inch Aerosol, P.S.I.A.) Material Safety Date Sheets (MSDS). Bidder may submit any independent lab testing report which may substantiate brightness qualities; long lasting finish; effectiveness of application to wet playing fields.

GROUP II- Field Marking Paint (packaged in 20 oz aerosol cans)

	ESTIMATED ANNUAL USAGES		
PARTICIPATING AGENCIES FOR GROUP II	**TOTAL EST ANNUAL QTY**	**COLOR**	**CONTACT/PHONE**
City of Boca Raton	5400 cans 2280 cans 310 cans	white orange blue	Bob Bolinski 561-393-7873
City of Coconut Creek	6000 cans 600 cans 120 cans	white yellow blue	Linda Jeethan 954-956-1438
City of Coral Springs	250 cans 25 cans 25 cans 25 cans 25 cans	orange white blue green red	Gail Dixon 954-344-1104

City of Dania Beach	200 cans	white	Mardie Holloway 954-924-3748
City of Deerfield Beach	500 cans 300 cans	yellow orange	Donna Council 954-480-4380
City of Ft. Lauderdale	360 cans 1500 cans	white red	AnnDebra Diaz 954-828-5949
City of Greenacres	150 cans 25 cans 25 cans	white blue yellow	Alyssa Milo 561-642-2039
City of Miami Gardens	600 cans	white	Pam Thompson 305-622-8031
City of Oakland Park	50 cans	Orange	Maggie Turner 954-630-4256
City of Pompano Beach	1920 cans	white	Leeta Hardin 954-786-4098

GROUP II: GRAND TOTAL CO-OP EST ANNUAL VOLUME: 20,690 CANS

BID FORM FOR FIELD MARKING PAINT FOR S.E. FL GOVERNMENT PURCHASING COOPERATIVE GROUP
BID NO. 09-D-053F

SUBMITTED TO: City of Coral Springs
9551 West Sample Road
Coral Springs, Florida 33065

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with CITY to perform all work as specified in the Bid Documents for the price(s) and within the time indicated in this Bid, and in accordance with the terms and conditions of the Bid Documents.

2. Bidder accepts and hereby incorporates by reference in this Bid Form all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those pertaining to the disposition of Bid Security.

3. Bidder has examined the site of the project and has become fully informed concerning the local conditions, and nature and extent of work. Bidder has examined the indemnification and liquidated damages provisions, if any, and the bond and insurance requirements of the bid, and accepts and agrees to abide by those terms and conditions without exception or limitation of any kind.

4. Bidder has given the Purchasing Administrator written notice of all conflicts, errors or discrepancies that it has discovered in the Bid and/or Contract documents and the written resolution thereof by the Purchasing Administrator is acceptable to Bidder.

5. Bidder proposes to furnish all labor, materials, equipment, machinery, tools, transportation, supplies, services, and supervision for the work described as follows:

FIELD MARKING PAINT FOR S.E. FL GOVERNMENT PURCHASING COOPERATIVE GROUP

6. Bidder will furnish and deliver the product for the following price(s):

Note: Give both unit price and extended total. Prices should be stated in units to quantity specified in the bid specifications.

Group I: Flat Vinyl/Acrylic Field Marking Paint

Item	Est. Annual Quantity (gallons)	Description	Brand & Mfg. #	Price Per Gallon	Est. Annual Cost.
A	23,940	White Field Marking Paint in five (5) gallon containers.		$	$
B	1,590	Yellow Field Marking Paint in five (5) gallon containers.		$	$
C	1,560	Blue Field Marking Paint in five (5) gallon containers.		$	$
				Total Group I:	$
				Minimum order quantity per delivery:	
				Additional percentage discount offered for award of all groups:	%

Group II: Field Marking Paint (Packaged in 20 oz. Aerosol Containers)

Item	Est. Annual Quantity (20 oz. cans)	Description	Brand & Mfg. #	Price Per 20 oz.Can	Est. Annual Cost
A	14,655	White Aerosol Field Marking Paint		$	$
B	1,125	Yellow Aerosol Field Marking Paint		$	$
C	2,880	Orange Aerosol Field Marking Paint		$	$
D	480	Blue Aerosol Field Marking Paint		$	$
E	25	Green Aerosol Field Marking Paint		$	$
F	1,525	Red Aerosol Field Marking Paint		$	$
				Total Group II:	$
				Minimum order quantity per delivery:	
				Additional percentage discount offered for award of all groups:	%

Calendar days required for initial service following notification of award:		/days
Calendar days required for delivery, following start-up:		/days
Bidder accepts Procurement Card Orders:	Yes	No
BID FIRM UNIT PRICE, F.O.B. DESTINATION, ALL DELIVERY CHARGES INCLUDED.		

7. Acknowledgement is hereby made of the following Addenda (identified by number) received since issuance of the Invitation to Bid:

Addendum No._____ Date_____
Addendum No._____ Date_____
Addendum No._____ Date_____

8. PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW THE INSURANCE COVERAGE REQUIREMENTS CONTAINED IN THE INSTRUCTIONS TO BIDDERS PRIOR TO SUBMITTING YOUR BID TO ENSURE COMPLIANCE WITH ALL INSURANCE REQUIREMENTS.

9. The CITY reserves the right to award this contract on the basis of any combination of the above items, or all items, in which the CITY deems in its best interests.

10. Communications concerning this Bid shall be addressed to:

Name: _____

Address: _____

_____

Telephone No.: _____

Fax No.: _____

11. The following documents are attached to and made as a condition to this Bid:

(a) Bidder's certification
(b) Certified resolution (corporation, partnerships)
(c) Certificate(s) of insurance
(d) Non-collusive affidavit
(e) Bidder's qualification statement
(f) Bidder's Foreign (Non-Florida) corporate statement
(g) References

BIDDER'S CERTIFICATION

WHEN BIDDER IS AN INDIVIDUAL

In witness whereof, the Bidder has executed this Bid Form this _____ day of _____ _____, 200__. White Aerosol Field Marking Paint

By: _____
Signature of Individual/Title

_____ _____
Witness Printed Name of Individual

ACKNOWLEDGEMENT

State of _____
County of_____

The foregoing instrument was acknowledged before me this _____ day of _____, 200__, by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print, Stamp, or type as Commissioned)

BIDDER'S CERTIFICATION

WHEN BIDDER IS A CORPORATION, PARTNERSHIP OR FIRM

In witness whereof, the Bidder has executed this Bid Form this _____ day of _____, 200___.

_____
Witness

_____
Signature of Owner

_____
Printed Name of Corporation,
Partnership, Firm

_____
Witness

_____
Printed Name of Owner

_____
Business Address

_____
City/State/Zip

(____) _____
Business Phone Number

ACKNOWLEDGEMENT

State of_____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 200___, by _____ (Name), _____ (Title) of ____ _____ (Name of Company) who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print, Stamp,
or type as Commissioned)

CERTIFIED RESOLUTION

I, _____ (Name), the duly elected Secretary of _____ _____ (Corporate Title), a corporation organized and existing under the laws of the State of ___ _____, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the Said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

"IT IS HEREBY RESOLVED THAT _____(Name)" The duly elected _____ (Title of Officer) of _____(Corporate Title) be and is hereby authorized to execute and submit a Bid and Bid Bond, if such bond is required, to the City of Coral Springs and such other instruments in writing as may be necessary on behalf of the said corporation; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Coral Springs shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of the said corporation this _____ day of _____ _____, 200__.

(SEAL)

By: _____
Secretary

_____
Corporate Title

NOTE:
The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Coral Springs that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

NON-COLLUSIVE AFFIDAVIT

State of _____)

)ss.

County of_____)

_____ being first duly sworn, deposes and says that:

(1) He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Bidder that has submitted the attached Bid;

(2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure trough any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

_____ By: _____

_____ _____
(Printed Name)

_____
(Title)

ACKNOWLEDGEMENT

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____ _____ 200___, by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print,
Stamp, or Type as Commissioned.)

QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Coral Springs
(Purchasing Administrator)

ADDRESS: 9551 West Sample Road
Coral Springs, Florida 33065

CIRCLE ONE

SUBMITTED BY:_____ Corporation
Partnership
NAME_____ Individual
Other

ADDRESS: _____

_____

TELEPHONE NO._____

FAX NO._____

E-MAIL ADDRESS:_____

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is:_____

   The address of the principal place of business is:_____
   _____

2. If Bidder is a corporation, answer the following:

   a. Date of Incorporation:_____
   b. State of Incorporation:_____
   c. President's name:_____
   d. Vice President's name:_____
   e. Secretary's name:_____
   f. Treasurer's name:_____

g. Name and address of Resident Agent:

_____
_____
_____

3. If Bidder is an individual or a partnership, answer the following:

a. Date of organization:_____
b. Name, address and ownership units of all partners:

_____
_____
_____

c. State whether general or limited partnership:_____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

_____
_____
_____
_____

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

_____

a. Under what other former names has your organization operated?

_____
_____
_____

7. Indicate registration, license numbers or certificate numbers for the businesses or professions that are the subject of this Bid. Please attach certificate of competency and/or state registration.

_____
_____

8. Do you have a complete set of documents, including drawings and addenda?
(Y) _____ (N) _____

9. Have you personally inspected the site of the proposed work? _____ Yes _____ no

10. Did you attend the pre-bid conference if such conference was held? _____ (Y) _____ (N)

11. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

_____
_____
_____

12. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

_____
_____
_____

13. State the name of the individual who will have personal supervision of the work:

_____

14. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

_____
_____
_____

15. State the name and address of attorney, if any, for the business of the Offeror:

_____
_____
_____

16. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Bidder's business and indicate the percentage owned of each such business and/or individual:

_____

_____

_____

_____

_____

17. State the names, addresses and the type of business of all firms that are partially or wholly owned by Bidder:

_____

_____

_____

_____

_____

18. Bank References:

BANK ADDRESS

_____

_____

_____

_____

19. Attach a financial statement (including bidder's latest balance sheet and income statement showing the following items:

a. Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials, real estate, stocks and bonds, equipment, furniture and fixtures, inventory and prepaid expenses).
b. Net fixed assets
c. Other assets
d. Current liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, real estate encumbrances and accrued payroll taxes).
e. Other liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings)*

19.1 State the name of the firm preparing the financial statement and date thereof:

_____

19.2 Is this financial statement for the identical organization named on page one?

(Y) ____ (N) ____

19.3 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

_____

_____

_____

19.4 Will this organization act as a guarantor of the contract?

(Y) ____ (N) ____

THE BIDDER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY BIDDER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE BIDDER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE BID, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

_____

Signature

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 200_ by _____ of _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____

NOTARY PUBLIC

_____

(Name of Notary Public: Print, Stamp, or type as Commissioned)

FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO. _____

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, YOU MUST CHECK BELOW the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions.

607.1501 Authority of foreign corporation to transact business required.

(1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.

(2) The following activities, among others, do not constitute transacting business within the meaning of subsection (1):

_____(a) Maintaining, defending, or settling any proceeding.
_____(b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
_____(c) Maintaining bank accounts.
_____(d) Maintaining officers or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositaries with respect to those securities.
_____(e) Selling through independent contractors.
_____(f) Soliciting or obtaining orders, whether by mail or through employees, agents, or otherwise, if the orders require acceptance outside this state before they become contracts.
_____(g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
_____(h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
_____(i) Transacting business in interstate commerce.
_____(j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
_____(k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
_____(l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
_____(m) Owning, without more, real or personal property.

(3) The list of activities in subsection (2) is not exhaustive.

(4) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm is NOT a corporation:

(I) _____ Partnership, Joint Venture, Estate or Trust
(II) _____ Sole Proprietorship or Self-Employed

NOTE: This sheet MUST be enclosed with your bid if you claim an exemption or have checked I or II above. If you do not check I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

_____
BIDDER'S CORRECT LEGAL NAME

_____
SIGNATURE OF AUTHORIZED AGENT OF BIDDER

REFERENCES

In order to receive Bid Award consideration on the proposed bid, it is a requirement that the following "Information Sheet" be completed and returned with your bid. This information may be used in determining the Bid Award for this contract.

Bidder (company name):_____
Address:_____
Telephone No:_____ (____)_____
Contact person:_____ Title: _____
Number of years in business:_____ Years

Address of nearest facility:_____
_____

List three (3) companies or governmental agencies where these products and services have been provided in the last year:

1. Company Name:_____
   Address:_____
   Telephone No: _____(__)_____
   Contact Person:_____ Title:_____
   Date Products Sold:_____

2. Company Name:_____
   Address:_____
   Telephone No: _____(__)_____
   Contact Person:_____ Title:_____
   Date Products Sold:_____

3. Company Name:_____
   Address:_____
   Telephone No: _____(__)_____
   Contact Person:_____ Title:_____
   Date Products Sold:_____