



CITY OF OAKLAND PARK

INVITATION TO BID

ITB# 122021

AUTOMOTIVE PARTS AND BATTERIES

CITY OF OAKLAND PARK
FINANCIAL SERVICES/PURCHASING DIVISION
3650 NE 12 AVE
OAKLAND PARK, FL. 33334
PHONE: 954-630-4257
FAX: 954-630-4265
E-MAIL: kerri.fisher@oaklandparkfl.gov

SECTION I
INSTRUCTIONS TO BIDDERS

1. **GENERAL:** For information concerning procedures for responding to this Invitation to Bid (ITB), refer to the title page of the document for contact information, such contact is to be for procedure clarification purposes only. Bid documents are available for download via DemandStar.com. **Vendors who obtain specifications and plans from sources other than the City or DemandStar.com are cautioned that the bid package may be incomplete. All addendums, tabulations, and awards will be posted and disseminated by DemandStar.**
2. **ADDITIONAL INFORMATION, QUESTIONS, INTERPRETATIONS, INCONSISTENCIES AND ADDENDA:** Requests for additional information or questions, must be made in writing, to Maggie Turner, Purchasing Manager, via e-mail at kerri.fisher@oaklandparkfl.gov Requests must be made prior to the deadline as listed in the timeline section of this ITB. Additional information will only be transmitted via a written addendum.
3. **PRICE:** The price is to include the furnishing of all materials, equipment, tools, utilities, acquisition of all permits, approvals, authorizations, certificates, including applicable taxes, all items or matter for which the bidder is responsible for herein and all facilities and the performance of all labor and services, necessary or proper for the completion of the work, except as may be otherwise expressly provided in the contract documents.
4. **INSURANCE REQUIREMENTS:** The bidder will be required to furnish evidence of the following insurance coverage by a licensed Florida Company that has at least a "BEST" rating of "A".
 - A. Without limiting any of the other obligations or liabilities of proposer, bidder will provide, pay for and maintain in force until all of its work to be performed under this contract has been completed and accepted by City (or for such duration as is otherwise specified after this), the insurance coverage set forth herein.
 - B. Workers compensation insurance to apply for all employees of the contractor, sub contractors, and the contractor's architect and/or engineer meeting the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(s) must include: Employers' liability with a minimum limit of one hundred thousand dollars (\$100,000) each accident.
 - C. Comprehensive General Liability with minimum limits of one million dollars (\$1,000,000) per occurrence combined single limits for bodily injury liability and property damage liability;
 - D. Personal Injury Coverage with employee and contractual exclusions removed with minimum limits of coverage equal to those required for bodily injury liability and property damage liability;
 - E. Business automobile liability with minimum limits of five hundred thousand dollars (\$500,000) per occurrence combined single limits for bodily injury liability and property damage liability.
 - F. The City is to be expressly included as an "Additional Insured" in the name of "City of Oakland Park" with respect to liability arising out of operations performed by City by or for proposer; or acts or omissions of City concerning general supervision of such operation.
 - G. Notice of cancellation and/or restriction Policy(s) must be endorsed to give the City thirty-days (30) notice of cancellation and/or restriction.
5. **PROOF OF CARRIAGE OF INSURANCE:** The bidder will furnish to the Contract Administrator Certificates of Insurance or endorsements evidencing the insurance coverage specified above within seven (7) days after notification of an award. The required Certificates of Insurance or endorsements will not only name the types of policies continued, but will also refer specifically to this contract and will state that such insurance is as required by this contract.
6. **BIDDER'S EXPERIENCE RECORD:** The City will have the right to investigate the financial condition, experience record, and equipment of each bidder and determine to its satisfaction the competency of each to undertake the project. The bidder will submit documentation concerned with the past performance and integrity of a contractor/developer. Accordingly, bidder should provide information as to any of the following: (a) bankruptcy, (b) mortgage foreclosures; (c) previous or pending litigation and (d) restrictions, restraints or impositions imposed by federal or state regulatory agencies such as Federal Housing Administration, Securities and Exchange Commission, etc., that apply to the contractor/developer.

7. TERM OF AGREEMENT: The initial Contract shall be in effect from the date of Commission award for one year. Contract may be renewed annually for four additional one-year periods, at terms, conditions and pricing agreeable by both parties. Award of any contract is contingent upon appropriation of sufficient budgeted funds. In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the Contract Administrator. The extension period shall not extend for more than 90 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

8. CONTRACT AWARD : The City anticipates entering into a contract with the Bidder(s) who submits the bid judged by the City to be most advantageous. The City anticipates awarding one contract but reserves the right to award more than one if in its best interests to do so.

The Bidder understands that this ITB does not constitute an offer or a contract with the City. A contract shall not be deemed to exist and is not binding until bids are reviewed and accepted by appointed staff, the best bid has been identified, and an agreement has been approved, and executed by parties the appropriate level of authority within the City.

9. ANNUAL APPROPRIATION OF FUNDS: Any Contract issued is conditional upon the City appropriating funding to implement the contract annually (if applicable).

10. VENUE: Any agreement resulting from this ITB shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

11. POSTPONEMENT OF DATE FOR SUBMITTING BIDS: The City reserves the right to extend the date for the receipt of bids and will give ample notice of any such postponement to each prospective bidder.

12. RIGHT TO WAIVE AND REJECT: The City Commission, in its absolute discretion, may reject any bid of a bidder that has failed, in the opinion of the Commission, to complete or perform a City of Oakland Park contracted project in a timely fashion or has failed in any other way, in the opinion of the Commission, to perform a prior contract in a satisfactory manner, and has directed the City of Oakland Park Purchasing Manager to emphasize this condition to potential proposers.

The City of Oakland Park City Commission reserves the right to waive any informalities or reject any and all bids, in whole or part, to utilize any applicable State contracts in lieu of or in addition to this bid and to accept the bid that in its judgment will best serve the interest of the City.

The City Commission specifically reserves the right to reject any conditional bid and will normally reject those which made it impossible to determine the true cost of the bid.

13. DISQUALIFICATION OF BIDDERS: Any of the following reasons may be considered as sufficient for the disqualification of a bidder and the rejection of its bid:

A. More than one bid for the same work from an individual, firm or corporation under the same or different name.

B. Evidence that the bidder has a financial interest in the firm of another bidder for the same work.

C. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the City until such participant shall have been reinstated as a qualified bidder.

D. Uncompleted work which in the judgment of the City might hinder or prevent the prompt completion of additional work if awarded.

E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of bids

F. Default under previous contract.

14. NONDISCRIMINATION EQUAL EMPLOYMENT OPPORTUNITY AND AMERICANS WITH

DISABILITIES ACT Contractor shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Contractor shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, contractor shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

Contractor's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 162), gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

Contractor shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 162) in performing any services pursuant to this Agreement.

15. DOMESTIC PARTNER BENEFITS REQUIREMENT: Effective November 7, 2012, Ordinance 2012-28, an ordinance requiring City contractors to provide equal benefits for domestic partners, was passed. The ordinance requires that all Contractors, with 25 or more employees contracting with the City of Oakland Park in an amount over \$100,000 provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses and the children of spouses, with certain exceptions as provided by the ordinance.
16. PUBLIC RECORDS: The City of Oakland Park is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
 - A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
 - B. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 119, Fla. Stat., or as otherwise provided by law;
 - C. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law; and
 - D. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

**Renee M. Shrout, CMC
City Clerk**

City of Oakland Park
3650 NE 12th Avenue
Oakland Park, FL 33334
954-630-4298
renees@oaklandparkfl.gov

17. **INDEMNIFICATION:** The Proposer will indemnify and save harmless the City and Broward County, its officers, agents and employees, from or because of any injuries or damages received or sustained by any person or persons during or because of any operations connected with the design, planning, investigation or construction of this project; or, by or in consequence of any intentional act, negligence (excluding negligence of City), concerning the same; or by use of any improper materials, design, work, construction or by or due to any act or omission of the said Proposer or its subcontractor, agents, servants or employees. The Proposer agrees to indemnify and save harmless the City from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against the City due to any claims, fees, royalties or costs for any invention, copyright, or patent, and from any and all suits and actions that may be brought against the City for the infringement of any and all patents and rights claimed by any person, firm or corporation.

The indemnification provided above will obligate the Proposer to defend, at its own expense, or to provide for such defense, at the City's option, any and all claims of liability and all suits and actions of every name and description that may be brought against the City that may result from the operations and activities under this contract whether the activities are performed by the Proposer, contractors, subcontractors or by anyone directly or indirectly employed by any of them.

18. **TAXES:** The Contractor will pay all applicable sales, consumer use and other similar taxes required by law. The Contractor is responsible for reviewing the pertinent State statutes involving the sales tax and complying with all requirements.
19. **DEFINITION:** All references to Proposer will include the Contractor and all references to the Contractor will include Proposer.
20. **TERMINATION FOR CAUSE:** Any misrepresentation by the Proposer of its ability to perform the work described in this ITB places the Proposer in default and shall be just cause for termination of the contract. In such case, the City may award the contract to the next lowest responsible Proposer who can demonstrate the ability to perform the work, for the remainder of the contract period, or may rebid as the City may decide. In the event of such default and termination, any completed services performed by the Proposer under the agreement shall, at the option of the City become the City's property and the Proposer shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Proposer, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of agreement by the Proposer, and the City may withhold any payments to the Proposer for the purposes of set-off until such time as the amount of damage due to the City from the Proposer can be determined.
21. **TERMINATION FOR CONVENIENCE:** The City may terminate the contract, in whole or in part at any time for any reason by giving 30 days prior written notice, when it is in the best interest of the City. If the contract is terminated by the City, as provided herein, the Proposer will be paid for the work completed as of the date of termination. Upon receipt of the notice of termination issued under this section, the Proposer shall discontinue all work, cease any deliveries, shipment or carriage of goods, and make available to the Project Manager any and all reports, data, specifications, photos, estimates, summaries, and information as are required by the contract.

22. **LOCAL PREFERENCE:** Effective February 7, 2018, Ordinance 2018- 001 established a local business preference in City Contracting in certain instances. Local business is defined as one that has a valid occupational license issued by City of Oakland Park or business tax receipt issued at least one year prior to bid or proposal opening to do business and that authorizes the business to provide the goods or services or construction to be purchased and a physical business address located within the City limits of Oakland Park, in an area zoned for the conduct of such business from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered to Oakland Park. Post office boxes are excluded for the purpose of defining a physical address and businesses with outstanding liens, fines, or other violations with the City are ineligible.

Vendors intending their bid or proposal submission be considered under the provisions of local preference, should it apply, must identify themselves, in writing, as a local business in any response to competitive solicitations submitted to the City.

23. **SCRUTINIZED COMPANIES LIST FLORIDA STATUTE 287.135:** Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Contractor must submit the certification that is attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.
24. **E-VERIFY:** Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

By entering into a Contract, 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 the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If contract is terminated for a violation of the statute 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 acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.

25. ITB PROCESS TIMELINE: The anticipated timeline for this ITB is as follows. All dates are tentative and subject to change.

ITB Released	12/02/2021
Last date for submission of questions	12/10/2021
Addendum issued (if necessary)	12/13/2021
Bids due	12/20/21 (2:30 PM)

26. BID SUBMISSION DEADLINE AND OPENING Sealed bids will be received by the City Clerk's Office, City of Oakland Park, 3650 NE 12 Ave., Oakland Park, Florida until 2:30 PM, EDT , December 20, 2021. The bids will be opened and read aloud shortly thereafter. One (1) electronic flash-drive copy, one (1) original and two (2) copies of bids must be presented in a sealed envelope and identified with the following information: **"Automotive Parts and Batteries ITB # 122021"**. The City of Oakland Park reserves the right to reject any or all bids, to waive any informalities or irregularities in any bids received, to re-advertise for bids, to award only portions of the project, to award to multiple contractors, or take any similar actions that may be deemed to be in the best interests of the City.

Sealed bids, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. In the event the City Commission elects to reject all bids and indicates its intent to reissue the solicitation of bids, the submitted proposals remain exempted from s. 119.07(1) and s. 24(a) Art. I of the State Constitution until the City gives notice of its intent to award the contract under the reissued solicitation. If the bidder/proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. City's determination of whether an exemption applies shall be final, and bidder/proposer agrees to hold harmless and releases the City, and to defend, indemnify, by Counsel chosen by the City Attorney, the City and City's officers, employees, and agents against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.

SECTION II

SPECIFICATIONS/ BIDDING AND AWARD PROCEDURES

F.O.B. POINT

All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims). The successful bidder shall be fully responsible for any and all travel expenses and/or delivery/transport charges to and from destination. Exact delivery point will be indicated on the purchase order.

QUALIFICATION OF BIDDERS

This bid shall be awarded only to responsive and responsible bidders, qualified to provide the work specified and meets or exceeds the qualification requirements listed below. The bidder should submit the following information with their bid package to be considered responsive in order for the City to fully evaluate the firm's qualifications. If information is not included, the City reserves the right to solicit bidder for the submission of this information. Failure by bidder to provide the omitted information within the specified time frame(s) communicated in writing may result in bidder's bid response being considered non-responsive and thereby rejected. Response for each qualification requirement should be submitted by use of the City provided Qualification of Bidders Form.

Bidder's may submit their qualifications to participate in any combination for

Group A, Automotive Batteries;
Group B, Specialty Equipment Batteries,
Group C, Parts for Automobiles and Light Trucks or
Group D, Parts for Heavy Duty Trucks

Bidder is not required to bid on all groups.

1. Bidder shall have a minimum of three (3) satisfactory references for the supply of aftermarket parts for automobiles and light trucks with similar delivery requirements and inventory. References shall be for continuous accounts serviced within the past five years . Identify firm name, contact name, address, phone number, fax number, email, dates of contract, manufacturers and types of aftermarket parts supplied.
2. The same reference may be used for the various groups if bidding on all groups.
3. The City will not award a bid to any bidder who cannot provide evidence that their Firm Name identified on the "Signature of Bidder" form has been in business for a minimum of one (1) year, excluding any affiliate or parent companies. Evidence of a minimum of one (1) year shall be verified in accordance with filing date by the State of Florida or the Firm's State of Origin of Bidder's firm.

COMPETENCY OF BIDDERS

Pre-award inspection of the bidder's facility may be made prior to award of Contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid and who can provide evidence that they have established a satisfactory record of performance to ensure that they can satisfactorily execute the services under the terms and conditions stated herein. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

BACKGROUND INFORMATION

The City reserves the right, before awarding the Contract to require a Bidder to submit such evidence of his/her qualifications as it may deem necessary and may consider any evidence available to it as to the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) with the City.

WARRANTY

The awarded Contractor shall provide full factory warranty on all batteries and aftermarket parts furnished against defect in materials and/or workmanship. The factory warranty shall become effective on the date of delivery and acceptance by the City of Oakland Park . Should any defect in materials or workmanship, excepting ordinary wear and tear, appear during the above stated warranty period, the awarded Contractor shall repair or replace same at no cost to the City of Oakland Park . Warranties shall be indicated on the bid sheet or enclosed therewith.

The awarded Contractor fully understands and agrees that they are bound for an undefined period of time beyond the life of this contract for full factory warranty coverage and replacement as indicated above. This provision shall remain in effect until the City fully exhausts the manufacturer brand and model which was quoted under this bid.

METHOD OF AWARD

It is the City's intention to award this bid on a Group by Group basis. Bidders **ARE NOT** required to bid on all groups to be considered.

GROUP A – Automotive Batteries

The City reserves the right to award to a single vendor on an all or none basis. Bidders are required to bid all items in this Group to be considered. Bidder should not reference the words "No Charge", "N/A", "Included", etc. on any of the line items. Failure to identify a monetary amount for each line item may cause bidder's bid response to be considered non-responsive and rejected. Grand total bid for Group A will be used for bid evaluation purposes.

GROUP B – Specialty Equipment Batteries

The City reserves the right to award to a single vendor on an all or none basis. Bidders are required to bid all items in this Group to be considered. Bidder should not reference the words "No Charge", "N/A", "Included", etc. on any of the line items. Failure to identify a monetary amount for each line item may cause bidder's bid response to be considered non-responsive and rejected. Grand total bid for Group B will be used for bid evaluation purposes.

GROUP C and D –Parts

In order to meet the needs of the City's fleet divisions and in the best interest of the City of Oakland Park , award shall be made to **ALL** responsive, responsible bidders who submit an offer of fixed percentage discounts from manufacturers published prices as specified and comply with specifications, terms and conditions herein. Bidders are not required to bid on each manufacturer, only those from which they are authorized to supply parts to the City.

At time of each order placement, based on the need for parts, the City will identify the awarded Contractor based on the highest fixed percent discount. In the event that the Contractor with the highest fixed percent discount does not have immediate delivery, the City reserves the right to place the order with the Contractor with the next highest fixed percent discount that does have availability, and so on. The Contractor that offers the greatest discount and immediate availability of parts will be in the best position to receive the majority of orders at time of each order placement.

POST AWARD MEETING

Within ten (10) business days after receipt of notification of bid award, successful bidder (hereinafter referred to as the awarded Contractor) shall have their assigned account representative meet with the City Project Manager. Items to be reviewed include, but are not limited to:

- Ordering procedures (i.e. tracking of order, back order communication, etc.)
- Maintaining adequate inventory.
- Delivery schedule.
- Contact lists and phone numbers.
- Return Authorizations.

CONTRACT PERIOD AND RENEWAL

The initial contract period shall be for one (1) year **automatically** renewed thereafter for four (4) one-year renewal periods subject to termination clause(s) as provided herein. Automatic contract renewal shall be subject to the appropriation of funds, satisfactory performance and determination that the contract renewal is in the best interest of the City. The City requires a firm price for the first year of the initial contract period. Annual renewals will be based on mutually acceptable terms, conditions, pricing and specifications herein.

Prior to each annual renewal, the City may consider price adjustment(s) for GROUP A, Automotive Batteries and GROUP B, Specialty Equipment Batteries **ONLY** when a written request is received by the Buyer identified herein a minimum of ninety (90) days prior to the renewal date for review by the City. Vendor is responsible for verifying that written price

request was received by the City within ninety (90) days. Vendor's written request shall identify each bid item affected and proposed price with written justification and supporting documentation attesting that the request is a bonafide cost increase/decrease to the vendor. Failure to submit the required supporting documentation may result in the price adjustment request being denied. Vendor's requested price adjustment is subject to City approval and shall require written acknowledgement from the Buyer. In the event that the City does not wish to accept the adjusted cost(s) and the matter cannot be resolved to the satisfaction of the City, the Contract may be terminated by the City by giving written notice to the Vendor. In the event that a cost decrease is realized due to changes in the economy (CPI/CPU and/or decreases that are industry specific), the City shall have the right to request and receive from the Vendor a reasonable reduction in costs.

CONTRACT ALTERATIONS

The City reserves the right to delete, add or revise items and services under this bid at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period. The Contractor, the City's Project Manager and Purchasing Manager or appointed designee must mutually agree upon items added or revised.

METHOD OF ORDERING (BLANKET PURCHASE ORDER) .

Blanket purchase orders shall be issued for the term of the award. The department(s) will order requirement(s) on an "as needed" basis. All terms, conditions and prices of this bid are applicable. **Only awarded bid items may be purchased on the Blanket Purchase Order. Order placements are based on award criteria.** Vendor is to take all necessary steps to insure this requirement. Invoices must reference purchase order number.

QUANTITY

The quantities and expenditures shown are estimated as an annual requirement. The City of Oakland Park reserves the right to increase or decrease the total quantities and expenditures as necessary to meet actual requirements.

ACCEPTANCE AND PAYMENT (For Delivery of Product)

The City of Oakland Park will pay 100% of the contract price for each order after all items have been delivered and accepted. The using department will make final inspection of the items covered by this bid when it is delivered and accepted in accordance with the specifications contained herein and must be approved before payment is made. Failure in the awarded vendor's responsibility as outlined may result in either one or any of the following as determined by the City:

- Request for immediate replacement and/or correction of partial or entire order.
- Payment withholding until compliance is received and approval granted.
- Return of partial or entire order for full credit at no additional cost to the City.
- Cancellation of partial or entire order at no cost to the City.
- Invoice must reflect purchase order number.

PERFORMANCE

The City of Oakland Park heavily monitors the quality and performance of work performed and/or supplies furnished by the awarded vendor for future consideration and/or reference purposes. A sample Vendor Performance Report may be obtained upon request of the Purchasing Division. The City may return, for full credit, any item(s) received which fail to meet the City's performance standards.

SCOPE OF WORK

GENERAL REQUIREMENTS

The City of Oakland Park is seeking to establish a term contract providing aftermarket parts and batteries for automobiles, light and heavy duty trucks. The purpose of this bid is to obtain quality aftermarket parts and batteries for use in the City of Oakland Park fleet. These parts are required for a variety of vehicle manufacturers including, but not limited to: General Motors, Chrysler, Dodge, Ford, and miscellaneous heavy-duty trucks.

Delivery time is essential to the City's fleet operations; therefore, the City requires a just in time delivery schedule as identified herein. The City's goals are to:

- Reduce inventory
- Improve efficiency
- Eliminate obsolescence

The City requires delivery of product be to the following locations. The City reserves the right to add, change or delete locations to meet the desired needs.

Location

Public Works – Fleet Maintenance Division
3801 NE 5 Ave
Oakland Park, FL 33334

Days Open

Monday – Friday

Times Open

7:00 a.m. to 4:00 p.m.

Groups A and B of this bid is for batteries for various vehicles and equipment. Bidders are required to bid a firm unit price for the annual term period.

Groups C and D of this bid is for aftermarket parts for automobiles and light duty trucks. Bidders bidding in this group are not required to bid on each manufacturer, only those from which they are authorized to supply parts to the City.

AUTHORIZED DEALER

The awarded Contractor(s) shall be an authorized distributor, dealer or reseller for the brand of batteries or parts bid to the City during the term of the Bid. The City may request proof of such in the form of a signed letter from the manufacturer, an executed agreement or a designation on the manufacturer's website.

ORDERING / DELIVERY Order Placement Requirements

The awarded Contractor shall have the ability to take orders by telephone, fax, email or via an online ordering system. The City may opt to utilize an order form and attach within an email for each order or utilize the awarded Contractor's online shopping cart environment with the City's awarded bid items.

All ordered items are to be captured and tracked by the awarded Contractor. There shall be no minimum ordering requirements or split box charges applied. The City will make a concerted effort to consolidate orders within each respective ordering activity

Upon placement of each order, the awarded Contractor shall review the order and provide an order confirmation receipt and delivery time frame, either online or by email within two (2) hours after receipt of order. The confirming receipt shall identify if any items are on back order and anticipated delivery date. All orders are to be shipped in full, unless written approval from the City's Project Manager is provided to the awarded Contractor. The City reserves the right to cancel orders that have back-ordered items.

The awarded Contractor shall not make any substitutes without the written approval of the City Project Manager.

The awarded Contractor shall maintain an inventory of the items for the Groups in which they have submitted a bid for as identified on the bid form pages.

Delivery Requirements

It is hereby understood and mutually agreed by and between parties hereto that the time of delivery is an essential condition of this contract. The City delivery requirements are as follows: .

- a) The **MAXIMUM** acceptable delivery time for stock items shall be no more than four (4) business hours after receipt of order.
- b) The **MAXIMUM** acceptable delivery time for non-expedited, non-stock items shall be no more than two (2) business days after receipt of order.

- c) Delivery drivers shall offload and deliver product to the parts counter at the delivery location. There shall be no fuel surcharge or delivery charge applied to in stock orders or non-expedited orders.

DELIVERY OF NON-STOCK / SPECIAL ORDERS / FREIGHT CHARGES

This Special Condition is for EXPEDITED ORDERS ONLY.

Delivery of non-stock items and/or special ordered items that are not immediately available; the City Project Manager may require to be expedited. As a direct pass through, the awarded Contractor shall itemize any incoming freight charges for nonstock items and/or special ordered items delivered by commercial courier such as UPS, FedEx, etc.

Non-stock items and special ordered items are defined as items that **are not in the awarded Contractor's inventory.**

Should the City require any parts to be expedited from the factory or another dealer outside the local area; freight charges billed to the City shall be "pass-through" with no additional markup. For audit purposes, a copy of the Contractors invoice for freight shall be made to available to the City upon request.

The local area shall be defined as the areas of Palm Beach, Broward and Dade counties located in the State of Florida.

WEBSITE

Should the awarded Contractor have the ability for the City Project Manager to place orders online, then the awarded Contractor shall provide the City website/internet access for the ability to place such orders. The awarded Contractor shall provide web page links from the manufacturer at no cost to the City within five (5) days from request. Webpage links shall have the ability to search at a minimum: the part number, a model number or description and provide the manufacturer's open market selling price.

The awarded Contractor shall provide a minimum of nine (9) usernames and passwords. Access, usernames and passwords shall be at no additional cost to the City.

Bidders shall include a copy of the terms and conditions for users accessing their firm's website for review by the City. The City reserves the right to accept or reject any terms that conflict with internal policies, procedures or practices.

MANUFACTURER SUGGESTED PRICE LIST(S)

Awarded Contractors shall furnish currently dated MSRP lists throughout the life of the contract (published, printed or internet based) upon request from the City Project Manager at no charge. The price lists shall provide descriptive literature, technical data and service information for manufacturers awarded.

RETURNS ON PARTS

Returns by the City where the Contractor is negligent in the product performance and/or meeting specifications, the Contractor shall pay for all return costs and shall arrange for the City to be provided with Return Authorization information.

At the City's request, the Contractor shall either request immediate replacement of product or refund the order in its entirety, or the City at their discretion may withhold payment in full (if Contractor has not been paid).

Returns by the City, where the City was negligent in referencing correct part numbers, the City shall be allowed to return the product at no charge with **NO** restocking fee.

ANNUAL INVENTORY RETURNS

Annually the City performs a count of their physical inventory, at which time obsolete parts are identified due to turnover of City owned vehicles. During this time the City will request a Return Authorization (RA) of any obsolete parts to be returned that were purchased during that fiscal year (within a one year period). The awarded Contractor is to provide a full credit for product being returned and identified by the City as obsolete. The City will require credit to be issued for the full

price originally paid by issuance of a credit memo or an allowance for purchase of new parts or a cash credit. Items returned shall be returned in the original packaging and unopened to qualify for the return.

Annual physical inventory counting is performed during the last ten (10) business days of the City's fiscal year. The City's fiscal year runs from October 1st to September 30th.

ESTIMATED EXPENDITURES

The current annual budget is approximately \$ 250,000. aftermarket parts and batteries. This figure is stated for bidder's guidance **ONLY**. No guarantee is given or implied to what the City's minimum or maximum dollar amount may be expended on an annual basis.

REQUIREMENTS for BATTERIES

- A. The City will provide an equal amount of battery cores for every battery issued from inventory. Battery cores will be stored in a designated location to be picked-up and credited on a regular basis.
- B. The awarded Contractor shall maintain an inventory of batteries identified in Groups A and B on the Bid Form pages to meet the delivery requirements identified in the Scope of Work,

SPECIFICATIONS for BATTERIES

GROUP A - AUTOMOTIVE BATTERIES

1. AC Delco

Item No.:	24RPG
Minimum Cranking Amperage:	875
Minimum Cold Cranking Amperage:	700
Minimum Warranty:	42 months

2. AC Delco

Item No.:	26PS
Minimum Cranking Amperage:	710
Minimum Cold Cranking Amperage:	575
Minimum Warranty:	30 months

3. AC Delco

Item No.:	27PG
Minimum Cranking Amperage:	930
Minimum Cold Cranking Amperage:	750
Minimum Warranty:	42 months

4. AC Delco

Item No.:	27RPG
Minimum Cranking Amperage:	880
Minimum Cold Cranking Amperage:	710
Minimum Warranty:	42 months

5. AC Delco

Item No.:	31-900CT
Minimum Cranking Amperage:	1185
Minimum Cold Cranking Amperage:	950
Minimum Warranty:	18 months

6. **AC Delco**
Item No.: 31-901CT
Minimum Cranking Amperage: 1185
Minimum Cold Cranking Amperage: 950
Minimum Warranty: 18 months
7. **AC Delco**
Item No.: 34PG
Minimum Cranking Amperage: 875
Minimum Cold Cranking Amperage: 750
Minimum Warranty: 42 months
8. **AC Delco**
Item No.: 35PS
Minimum Cranking Amperage: 800
Minimum Cold Cranking Amperage: 640
Minimum Warranty: 30 months
9. **AC Delco**
Item No.: 58PS
Minimum Cranking Amperage: 550
Minimum Cold Cranking Amperage: 550
Minimum Warranty: 30 months
10. **AC Delco**
Item No.: 58RPS
Minimum Cranking Amperage: 760
Minimum Cold Cranking Amperage: 610
Minimum Warranty: 30 months
11. **AC Delco**
Item No.: 59PS
Minimum Cranking Amperage: 875
Minimum Cold Cranking Amperage: 700
Minimum Warranty: 30 months
12. **AC Delco**
Item No.: 96RPS
Minimum Cranking Amperage: 700
Minimum Cold Cranking Amperage: 590
Minimum Warranty: 30 months
13. **AC Delco**
Item No.: 65PG
Minimum Cranking Amperage: 1000
Minimum Cold Cranking Amperage: 850
Minimum Warranty: 42 months
14. **AC Delco**
Item No.: 75PS
Minimum Cranking Amperage: 810

Minimum Cold Cranking Amperage: 650
Minimum Warranty: 30 months

15. **AC Delco**

Item No.: 78VPG
Minimum Cranking Amperage: 960
Minimum Cold Cranking Amperage: 800
Minimum Warranty: 42 months

16. **AC Delco**

Item No.: 78DTPS
Minimum Cranking Amperage: 1000
Minimum Cold Cranking Amperage: 800
Minimum Warranty: 30 months

17. **AC Delco**

Item No.: 48PG
Minimum Cranking Amperage: 960
Minimum Cold Cranking Amperage: 770
Minimum Warranty: 42 months

18. **AC Delco**

Item No.: 86PG
Minimum Cranking Amperage: 810
Minimum Cold Cranking Amperage: 650
Minimum Warranty: 42 months

19. **AC Delco**

Item No.: 96RPG
Minimum Cranking Amperage: 1000
Minimum Cold Cranking Amperage: 800
Minimum Warranty: 42 months

20. **AC Delco (Deep Cycle Trolling Battery)**

Item No.: M24MF
Minimum Cranking Amperage: 690
Minimum Cold Cranking Amperage: 550
Minimum Warranty: 18 months

GROUP B – SPECIALTY EQUIPMENT BATTERIES

1. **American / Deka**

Item No.: GC8V (8 volts)
Minimum 20 AMP Hour Capacity: 165
Minimum 5 AMP Hour Capacity: 130
Minimum Warranty: 12 months

2. **American / Deka**

Item No.: GC15 (6 volts)
Minimum 20 AMP Hour Capacity: 230
Minimum 5 AMP Hour Capacity: 174
Minimum Warranty: 12 months

BID FORM

All terms, conditions and specifications of Bid shall apply. Unit price shall include all shipping costs.

GROUP A – AUTOMOTIVE BATTERIES (Bidders are required to bid on all items in Group A to be considered.)

Item No.	Description	UOM	Unit Price
1	AC Delco Battery Item No: 24RPG	EA	\$ _____
2	AC Delco Battery Item No.: 26PS	EA	\$ _____
3	AC Delco Battery Item No.: 27PG	EA	\$ _____
4	AC Delco Battery Item No.: 27RPG	EA	\$ _____
5	AC Delco Battery Item No.: 31-900CT	EA	\$ _____
6	AC Delco Battery Item No.: 31-901CT	EA	\$ _____
7	AC Delco Battery Item No.: 34PG	EA	\$ _____
8	AC Delco Battery Item No.: 35PS	EA	\$ _____
9	AC Delco Battery Item No.: 58PS	EA	\$ _____
10	AC Delco Battery Item No.: 58RPS	EA	\$ _____
11	AC Delco Battery Item No.: 59PS	EA	\$ _____
12	AC Delco Battery Item No.: 96RPS	EA	\$ _____
13	AC Delco Battery Item No.: 65PG	EA	\$ _____
14	AC Delco Battery Item No.: 75PS	EA	\$ _____
15	AC Delco Battery Item No.: 78VPG	EA	\$ _____
16	AC Delco Battery Item No.: 78DTPS	EA	\$ _____
17	AC Delco Battery Item No.: 48PG	EA	\$ _____
18	AC Delco Battery Item No.: 86PG	EA	\$ _____
19	AC Delco Battery Item No.: 94RPG	EA	\$ _____
20	AC Delco Battery Item No.: M24MF	EA	\$ _____

GRAND TOTAL GROUP A – ITEMS(1 – 20) \$ _____

NAME OF BIDDER: _____

BID FORM

All terms, conditions and specifications of Bid shall apply. Unit price shall include all shipping costs.

GROUP B – SPECIALITY EQUIPMENT BATTERIES (Bidders are required to bid on all items in Group B to be considered.)

Item No.	Description	UOM	Unit Price
1	American/Deka Battery Item No.: GC8V	EA	\$ _____
2	American/Deka Battery Item No.: GC15	EA	\$ _____

GRAND TOTAL GROUP B – ITEMS(1 – 2) \$ _____

NAME OF BIDDER: _____

BID FORM

The listing of current manufacture brands in use by the Fleet Maintenance Division of the City of Oakland Park is listed below. Bidder to fill out and provide a response for each manufacturer they are bidding on. Bidder may offer additional manufacturers and percent discount off MSRP for award by the City.

GROUP C – AFTERMARKET PARTS FOR AUTOMOBILES and LIGHT TRUCKS

<u>Item #</u>	<u>No. Brand</u>	<u>Percent Discount off MSRP</u>
1.	A-1 Cordone	_____
2.	AC Delco / Air Conditioning	_____
3.	AC Delco / Alternators & Starters	_____
4.	AC Delco / Brakes	_____
5.	AC Delco / Emission Controls	_____
6.	AC Delco / Filters	_____
7.	AC Delco / Fuel Pumps	_____
8.	AC Delco / Ignition	_____
9.	AC Delco / Spark Plugs & Wire Sets	_____
10.	AC Delco / Thermostats & Caps	_____
11.	AC Delco / Water Pumps	_____
12.	AC Delco / Window Regulators	_____
13.	Anco	_____
14.	ATP (Transmission Parts)	_____
15.	Autolite	_____
16.	Auveco Products	_____
17.	BCA Bearings	_____
18.	Balcamp	_____
19.	Baldwin Filters	_____
20.	Breeze	_____
21.	Brembo	_____
22.	Bussman Fuses	_____
23.	Carter	_____
24.	Champion	_____
25.	CRC Products	_____
26.	Dayco	_____
27.	Dorman Products	_____
28.	Ecco Lights	_____
29.	Endurance (Rebuilt Products)	_____
30.	Felpro Gaskets	_____

31.	Four Season (Air Conditioning)	_____
32.	Gates	_____
33.	Goodyear	_____
34.	Grote	_____
35.	Ideal Accessories	_____
36.	Locktite	_____
37.	Moog	_____
38.	Motorcraft	_____
39.	National Oil Seal	_____
40.	Neapco	_____
41.	Performance Friction	_____
42.	Philips Lighting	_____
43.	Precision (U-Joints and Driveline)	_____
44.	Raybestos	_____
45.	Signal Stat	_____
46.	Standard	_____
47.	Stant	_____
48.	3M Automotive Products	_____
49.	Trico	_____
50.	Truck Lite	_____
51.	Wagner	_____
52.	Wix	_____

OTHER MANUFACTURER BRANDS NOT LISTED IN ITEM NUMBERS 1 THROUGH 52 OFFERED BY THE BIDDER TO THE CITY

<u>Item #</u>	<u>No. Brand</u>	<u>Percent Discount off MSRP</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____
9.	_____	_____
10	_____	_____

GROUP D – AFTERMARKET PARTS FOR HEAVY DUTY TRUCKS

<i>Item #</i>	<i>No. Brand</i>	<i>Percent Discount off MSRP</i>
1.	Abex	_____
2.	Baldwin Filters	_____
3.	BCA Bearings	_____
4.	Bendix (Air Brakes)	_____
5.	Bosch	_____
6.	Carlisle Brakes	_____
7.	Chicago Rawhide	_____
8.	Cole Hersee (Electrical Products)	_____
9.	Cummins Engine Parts	_____
10.	Dana	_____
11.	Dayco	_____
12.	Dayton	_____
13	Delco Remy (Remanufactured Starters & Alternators	_____
14.	Denso	_____
15.	Detroit Diesel Allison Parts	_____
16.	Eaton	_____
17.	Endurance Truck Accessories	_____
18.	Euclid	_____
19.	Federal Mogul Seals and Bearings	_____
20.	Ferodo	_____
21.	Gates	_____
22.	Goodyear	_____
23.	Grote	_____
24.	Gunit	_____
25.	Haldex Air Brakes	_____
26.	Hastings	_____
27.	Horton Fan Clutches	_____
28.	Kem	_____
29.	Kidde Fire Extinguishers	_____
30.	Leece Neville	_____
31.	Lisle Equipment	_____
32.	Luberfiner Filters	_____

33.	Lucas Oil Filters	_____
34.	Meritor Brakes	_____
35.	Mevotech	_____
36.	Midland Air Brakes	_____
37.	Modine	_____
38.	Moog	_____
39.	Motorcraft	_____
40.	Muncie	_____
41.	National Oil Seals	_____
42.	Pollack	_____
43.	Preco Back-Up Alarms & Cameras	_____
44.	Retrac Mirrors	_____
45.	Rockland World Parts	_____
46.	Rockwell	_____
47.	Signal Stat	_____
48.	Southern Truck Parts	_____
49.	Spicer (Driveline Products)	_____
50.	Stem-CO	_____
51.	Tectran Air Brake & Electrical	_____
52.	Timken Bearings	_____
53.	Truck Lite	_____
54.	TRW	_____
55.	Velvac Mirrors	_____
56.	Webb	_____
57.	Williams Control	_____
58.	Wix	_____
59.	Worldwide Electric Corp.	_____

OTHER MANUFACTURER BRANDS NOT LISTED IN ITEM NUMBERS 1 THROUGH 59 OFFERED BY THE BIDDER TO THE CITY

Item #	No. Brand	Percent Discount off MSRP
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____
9.	_____	_____
10.	_____	_____
11.	_____	_____
12.	_____	_____
13.	_____	_____
14.	_____	_____
15.	_____	_____

NAME OF BIDDER: _____

QUALIFICATION OF BIDDERS INFORMATION

This bid shall be awarded only to a responsive and responsible bidder, qualified to provide the work specified and meets or exceeds the qualification requirements listed below. The bidder should submit the following information with their bid package to be considered responsive in order for the City to fully evaluate the firm's qualifications.

1. Bidder shall have a minimum of three (3) satisfactory references for the supply of batteries, and parts for automobiles, light trucks and heavy-duty trucks with similar delivery requirements and inventory. References shall be for accounts serviced within the time period ranging from 9/1/2017 to 9/1/2021. Identify firm name, contact name, address, phone number, fax number, email, dates of contract. **(Use City provided form to submit.)**

REFERENCE #1

Company/Entity Name: _____
Address: _____
City, State, Zip: _____
Contact Name: _____ Title: _____
Phone: _____ : Fax: _____ Email: _____
Date of Service or Contract Period: _____

REFERENCE #2

Company/Entity Name: _____
Address: _____
City, State, Zip: _____
Contact Name: _____ Title: _____
Phone: _____ : Fax: _____ Email: _____
Date of Service or Contract Period: _____

REFERENCE #3

Company/Entity Name: _____
Address: _____
City, State, Zip: _____
Contact Name: _____ Title: _____
Phone: _____: Fax: _____ Email: _____
Date of Service or Contract Period: _____

2. The City will not award a bid to any bidder who cannot provide evidence that their Firm Name has been in business for a minimum of one (1) year, excluding any affiliate or parent companies. Evidence of a minimum of one (1) year shall be verified in accordance with filing date by the State of Florida or the Firm's State of Origin of Bidder's firm.

Bidder to indicate number of years their firm has been in business. _____

Proof submitted as attachment Yes ____ No ____

NAME OF BIDDER:

SECTION III – BID DOCUMENTS

1. Bid Submission Statement
2. Sworn Statement Regarding Public Entity Crimes
3. Non-Collusion Affidavit
4. Domestic Partnership Certification Form .
5. Scrutinized Companies Certification Form
6. E-verify Certification Form

BID FORM

The undersigned hereby declares that after examining the Bid Documents, does hereby submit a response and warrants that:

- a. She/He is an officer of the organization.
- b. She/He is authorized to offer a bid in full compliance with all requirements and conditions, as set forth in the ITB.
- c. She/He has fully read and understands the ITB and has full knowledge of the scope, nature, quantity and quality of the work to be performed, and the requirements and conditions under which the work is to be performed.

Authorized Signature	Printed Name & Title
Company Name	Company Address
City, State, Zip Code	Date
Phone Number	E-mail Address

Note: Business documents attesting to the authority of the above signor to commit the firm to this bid must be available for review at the City's request.

Bidder understands that the City may inspect any equipment and related materials prior to the start of any preparatory or application procedures to insure full compliance with the attached specifications. The City also retains the right to conduct a confirming inspection at any time during the project and to stop the contractor from performing any activities pending the resolution of any non-conformance issues.

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

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF _____ COUNTY _____

Before me, the undersigned authority, personally appeared, who, being by me first duly sworn, made the following statement:

Name of Bidder _____

Business address _____

I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any such agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that “convicted” or “conviction” is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that “affiliate” is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

Please mark the appropriate paragraph below:

_____ Neither the bidder, contractor, nor any officer, director, executive, partner, shareholder, employee member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

_____ There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement

Bidder's Signature

Sworn to and subscribed before me on this _____ day of _____, 20____

(affix seal)

Notary Public Signature

NON-COLLUSION AFFIDAVIT

By submission of this affidavit, the bidder certifies that this price is made independently and free from collusion. Bidder shall disclose below, to the best of its knowledge, any City of Oakland Park officer or employee, or any spouse, son, daughter, stepson, stepdaughter, or parent of any such officer or employee, who is an officer or director of, or has a material interest in, the bidder's business who is in a position to influence this procurement. Any City of Oakland Park officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he or she directly or indirectly owns more than five percent (5%) of the total assets or capital stock of any business entity, or if he or she otherwise stands to personally gain if the contract is awarded to this vendor.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City of Oakland Park Code of Ordinances.

NAME

RELATIONSHIP

NONE: _____

Signature of Bidder

Sworn to and subscribed before me on this ____ day of _____, 20__

(affix seal)

Notary Public Signature

DOMESTIC PARTNERSHIP CERTIFICATION FORM

THIS FORM **MUST** BE COMPLETED AND SUBMITTED AT TIME OF SUBMITTAL
FOR CONTRACTOR TO BE DEEMED RESPONSIVE

The Contractor, by virtue of the signature below, certifies that it is aware of the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances, "Requirement for City contractors to provide equal benefits to domestic partners", and certifies the following:

(Please check only one below)

- ☐ 1. The Contractor currently complies with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances and provides benefits to domestic partners of its employees and the partners' dependents on the same basis as it provides benefits to employees' spouses and the spouses' dependents
- ☐ 2. The Contractor will comply with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances at time of contract award and provide benefits to domestic partners of its employees and the partners' dependents on the same basis as it provides benefits to employees' spouses and the spouses' dependents
- ☐ 3. The Contractor will not comply with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances at time of award
- ☐ 4. The Contractor does not need to comply with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances at time of award because the following exemption applies:

(Please check only one below)

- ☐ The Contractor's price bid for the initial contract term is \$100,000 or less
- ☐ The Contractor employs less than twenty-five (25) employees
- ☐ The Contractor does not provide benefits to employees' spouses or spouses' dependents
- ☐ The Contractor is a religious organization, association, society, or non-profit charitable or educational institution
- ☐ The Contractor is a government entity
- ☐ The Contractor cannot comply with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation _____, and attach explanation of its applicability.

I, _____, _____ of _____
(Name) (Title) (Contractor)

Hereby attest that I have the authority to sign this notarized certification and certify that the above-referenced information is true, complete and correct.

Signature

Print Name

DOMESTIC PARTNERSHIP CERTIFICATION FORM (continued)

STATE OF _____)

COUNTY OF _____)

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20____

by _____, to me personally known ____ or produced identification ____

type of identification produced: _____

My commission expires: _____

(SEAL)

Signature of Notary Public

Print name of Notary Public

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135 (Scrutinized Companies)

I, _____, on behalf of _____,
Print Name and Title Company Name

certify that _____ does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and
2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

SIGNATURE

PRINT NAME

COMPANY NAME

TITLE

Must be executed and returned with attached proposal to be considered.

E-VERIFY FORM

Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Oakland Park; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, 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 the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____