



CITY OF PORT ORANGE REQUEST FOR QUOTATION



RFQ # JC 19-10
**THIS IS NOT AN
ORDER**

**RETURN
TO:**

Joseph Castro
City of Port Orange 1000
City Center Circle
Port Orange, Florida 32129

Date Issued: May 9, 2019
Buyer's Email: jcastro@port-orange.org
Telephone: 386-506-5717

DUE DATE: May 20, 2019

QUOTATIONS MUST BE RECEIVED IN THE PURCHASING DIVISION PRIOR TO 2:30 P.M.
On May 20, 2019 **City Hall, Second Floor 1000 City Center Circle, Port Orange, Florida 32129.**
Quotations will be opened by the Buyer at the location listed above.

- Quotations shall be submitted on the forms provided and must be manually signed.
- Quotations shall be submitted with the RFQ number clearly indicated.
- Quotations and all required documentation may be emailed to purchdiv@port-orange.org
- Quotations received after the bid opening date and time shall be rejected.
- The attached Terms and Conditions shall become part of any purchase order resulting from this RFQ.

SIGN SHOP MATERIALS

The City of Port Orange is soliciting quotations to purchase assorted materials for the Sign Shop.

See attached General Conditions, Specifications, and Quotation Form for detailed information.

DELIVERY: F.O.B. DESTINATION

The articles to be furnished hereunder shall be delivered all transportation charges paid by the bidder to the destination.

It is the intent of the City that this Request for Quotation promotes competitive bidding. It shall be the Vendor's responsibility to advise the Division of Purchases if any language, requirements, etc. any combination thereof, inadvertently restricts or limits the requirements stated in this Request for Quotation to a single source. Such notification must be submitted in writing and must be received by the Purchasing Division not later than three (3) days prior to the bid opening date.

CITY OF PORT ORANGE INSTRUCTIONS & GENERAL TERMS AND CONDITIONS

1. Opening Location

The Quotations will be opened at the City of Port Orange, Purchasing Division, 1000 City Center Circle, Port Orange, Florida 32129. in the presence of Purchasing officials at the due date and time indicated on the RFQ

2. RFQ Delivery Requirements

Any Quotations received after the above stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their Quotation delivered to the Purchasing Division for receipt on or before the due date and time indicated. If a Quotation is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Purchasing Division. Quotations delayed by mail shall not be considered, shall not be opened, and shall be rejected. Arrangements may be made for their return at the bidder's request and expense. Quotations may be emailed to the Purchasing Division of Purchases and accepted if the signed quotation form and required information is emailed and received prior to the due date and time.

3. Sealed and Marked

If sent by mail, one original signed Quotation shall be submitted in one sealed package, clearly marked on the outside of the package with the Request for Quotation number and addressed to:

**City of Port Orange
Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129**

04. Legal Name and Signature

Quotations shall clearly indicate the legal name, address, and telephone number of the bidder (company, firm, corporation, partnership, or individual). Quotations shall be manually signed above the printed name and title of signer on the Affidavit of Compliance page. The signer shall have the authority to bind the company to the submitted Quotation. Failure to properly sign the Quote form shall invalidate same, and it shall not be considered for award.

5. Corrections

No erasures are permitted after submittal. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the Quotation.

6. Clarification and Addenda

Each bidder shall examine all Request for Quotation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries or suggestions, concerning interpretation, clarification, or additional information pertaining to the Request for Quotation shall be made through the Purchasing Division in writing or through email. The Purchasing Division shall not be responsible for oral interpretations given by any City employee, representative, or others. The issuance of written addenda is the official method whereby interpretation, clarification, or additional information can be given.

It shall be the responsibility of each bidder, prior to submitting their Quotation, to contact the Purchasing Division at the phone number 386-506-5717, or to check the Purchasing website to determine if addenda were issued and to make such addenda a part of their Quotation at: <https://www.port-orange.org/bids.aspx>

7. RFQ Expenses

All expenses for making Quotations to the City are to be borne by the bidder.

8. Irrevocable Offer

Any Quotation may be withdrawn up until the due date and time set for opening of the RFQ. Any Quotation not so withdrawn shall, upon opening, constitute an irrevocable offer for a minimum period of 90 days to sell to the City the goods or services set forth in the RFQ, until one or more of the Quotations have been duly accepted by the City.

9. Responsive and Responsible Bidder

To be responsive, a bidder shall submit a Quotation which conforms in all material respects to the requirements set forth in the Request for Quotation. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance. The lowest responsive, responsible bidder shall mean the bidder who makes the lowest Quotation to sell goods or services of a quality which conforms closest to the quality of goods or services set forth in the specifications or otherwise required by the City and who is known to be fit and capable to perform the Quotation requirements as made.

10. Reserved Rights

The City reserves the right to make such investigations as it deems necessary to make the determination of the bidder's responsiveness and responsibility. Such information may include, but shall not be limited to current financial statement, verification of availability of equipment and personnel, and past performance records.

11. The Right to Audit

The bidder agrees to furnish supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found. The cost of any audit will be paid by the City. The City shall have the right to audit the bidder's records pertaining to the work/product for a period of three (3) years after final payment.

12. Applicable Law

All applicable laws and regulations of the State of Florida and the City including the City Procurement Regulations and Procedures will apply to any resulting agreement, contract, or purchase order. Any involvement with the City Procurement shall be in accordance with the Procurement Regulations and Procedures.

13. Right to Protest

Appeals and remedies are provided for in the City Procurement Regulations. Protestors shall seek resolution of their complaints initially with the City Purchasing Agent. Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within ten (10) calendar days after such aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.

14. Ethical Standards

With respect to this RFQ, if any bidder violates or is a party to a violation of the general ethical standards of the City Procurement Code or the State of Florida Statutes, such bidder may be disqualified from furnishing the goods or services for which the Quotation is submitted and shall be further disqualified from submitting any future Quotations. A copy of the City's General Ethical Standards is available at the Division of Purchases.

15. Collusion

By offering a submission to this Request for Quotation, the bidder certifies the bidder has not divulged, discussed, or compared the Quotation with other bidders and has not colluded with any other bidder or parties to this RFQ whatsoever. Also, the bidder certifies, and in the case of a joint Quotation, each party thereto certifies as to their own organization, that in connection with this RFQ:

- a. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor.
- b. Any prices and/or cost data for this Quotation have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.
- c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a Quotation for the purpose of restricting competition.
- d. The only person or persons interested in this Quotation, principal or principals are named therein and that no person other than therein mentioned has any interest in this Quotation or in the contract to be entered into.
- e. No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

16. Contract Forms

Any agreement, contract, or purchase order resulting from the acceptance of a Quotation shall be on forms either supplied by or approved by the City.

17. Liability and Indemnity

The City reserves the right to add in a Supplemental Document, as previously defined to include invitation to bid, proposal, quote, and contract, the following clause or substantially Vendor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by Vendor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City or said parties may be subject, except that neither the Vendor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of City or any of its officers, agents, or employees.

18. RFQ Forms, Variances, Alternates

Quotations must be submitted on attached City RFQ forms, although additional information may be attached. Bidders must indicate any variances from the City requested specifications and/or terms and conditions, on the RFQ Affidavit of Compliance. Otherwise, bidders must fully comply with the City requested specifications and terms and conditions. Alternate Quotations may or may not be considered at the sole discretion of the City Purchasing Agent.

19. Quotation Form

All blank spaces must be completed with the appropriate response. The bidder must state the price, written in ink, for what is proposed to complete each item of the project. Bidders shall insert the words "no bid" in the space provided for an item for which no Quotation is made. The bidder shall submit an executed quotation form, affidavit of compliance with other requested documents.

20. Modifications or Withdrawal of Quotation

A modification for a Quotation already received will be considered only if the modification is received prior to the time announced for the opening of Quotations. All modifications shall be made in writing, executed, and submitted on the same form and manner as the original Quotation. Modifications submitted by telephone or email will not be considered.

21. No Bid

If not submitting a Quotation, respond by returning the "Statement of No Bid" no later than the stated Quotation opening time and date, and explain the reason in the space provided.

22. Errors in Quotations

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Quotations; failure to do so will be at the bidder's own risk. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error of extension of prices in the Quotation, the unit price shall govern.

23. Prices Quoted

Give both unit price and extended total. Price must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the Quotation, the unit price of the Quote will govern. All prices shall be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Each item must be bid separately, and no attempt is to be made to tie any item or items in with any other item or items. If a bidder offers a discount on payment terms, the discount time will be computed from the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified. Payment terms shall be 45 days if not otherwise specified. Pre-payment terms are not acceptable.

24. Discounts

Any and all discounts except cash discounts for prompt payments must be incorporated as a reduction in the Quotation price and not shown separately. The price as shown on the Quotation shall be the price used in determining award(s).

25. Descriptive Information

All equipment, materials, and articles incorporated in the product/work covered by this RFQ are to be new and of suitable grade for the purpose intended. Brand or trade names referenced in specifications are for comparison purposes only. Bidders may submit Quotations on items manufactured by other than the manufacturer specified when an "or equal" is stated.

26. Deviations to Specifications and Requirements

When bidding on an "or equal," quotations must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent may be cause for rejection of the specific item(s) to which it pertains. All deviations from

the specifications must be noted in detail by the bidder on the Affidavit of Compliance form, at the time of submittal of Quotation. The absence of listed deviations at the time of submittal of the Quotation will hold the bidder strictly accountable to the specifications as written. Any deviation from the specifications as written and accepted by the City may be grounds for rejection of the material and/or equipment when delivered.

27. Samples (if required)

For certain types of procurements, samples may be required. If samples are required, it will be stated in the RFQ. The following conditions and requirements apply to all samples submitted.

- a. The samples submitted by bidders on items for which they have received an award may be retained by the City until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted.
- b. Samples not retained must be removed as soon as possible after award has been made on the item or items for which the samples have been submitted. The City will not be responsible for such samples not removed by the bidder within 30 days after the award has been made. The City reserves the right to consume any or all samples for testing purposes.
- c. Bidders shall make all arrangements for delivery of samples to place designated as well as the removal of samples. The cost of delivery and removal of samples shall be borne by the bidder.
- d. All samples packages shall be marked "Sample for Division of Purchases" and each sample shall bear the name of the bidder, item number, Quotation number, and shall be carefully tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of Quotation.

28. Quality Guaranty

If any product delivered does not meet applicable specifications or if the product will not produce the effect that the bidder represents to the City, the bidder shall pick up the product from the City at no expense. Also, the bidder shall refund to the City any money which has been paid for same. The bidder will be responsible for attorney fees in the event the bidder defaults and court action is required.

29. Quality Terms

The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.

30. tax-Exempt

The City is exempt from sales taxes and Federal Excise Taxes: Federal ID: No. 59-6000412 Florida Sales Tax ID Number 85-801 262 167 3c-3.

31. Awards

- a. Unless otherwise stated in the Request for Quotation, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
- b. As the best interest of the City may require, the right is reserved to make awards by item, a group of items, all or none, or a combination thereof; to reject any and all Quotations or waive any minor irregularity or technicality in Quotations received.
- c. Award(s) will be made to the Bidder whose Quotation (1) meets the specifications and all other requirements of the Request for Quotation and (2) is the lowest and best Quotation, considering price, delivery, responsibility of the bidder, and all other relevant factors.

32. Authorized Product Representation

The successful bidder(s) by virtue of submitting the name and specifications of a manufacturer's product will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents, it will be presumed by the City that the bidder(s) is legally authorized to submit, and the successful bidder(s) will be legally bound to perform according to the documents.

33. Regulations

It shall be the responsibility of each bidder to assure compliance with OSHA, EPA, Federal, State of Florida, and City rules, regulations, or other requirements, as each may apply.

34. Termination of Award

Any failure of the bidder to satisfy the requirements of the City shall be reason for termination of the award. Any Quotation may be rejected in whole or in part for good cause when in the best interest of the City.

35. Royalties and Patents

The successful bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment being furnished. Bidder shall defend all suits or claims for infringement of any patent right and shall hold the City harmless from loss on account or cost and attorney's fees incurred.

36. Equal Employment Opportunity Clause

The City of Port Orange, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that affirmatively ensure that in any contract entered into pursuant to this advertisement that minority businesses will be afforded full opportunity to submit Quotations in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for award.

37. Quotation Tabulation

Bidders may request a copy of the bid tabulation of the Request for Quotation.

38. Budgetary Constraints

The City reserves the right to reduce or increase the quantity, retract any item from the Quotation, or upon notification, terminate the entire agreement without any obligations or penalty based upon availability of funds.

39. Order of Precedence

Any and all Special/General Conditions and Specifications attached hereto, which varies from the instruction to bidders, shall take precedence.

40. Affidavit for Service Contracts

The Bidder represents, in accordance with U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify

system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

41. Inspection and Acceptance

No item(s) received by the City pursuant to this contract shall be deemed accepted until the City has had reasonable opportunity to inspect the item(s). Any item(s) which are discovered to be defective or which do not conform to any warranty of the Seller upon inspection, may be returned at the seller's expense for full credit or replacement. If at a later time, the defects were not ascertainable upon the initial inspection may also be returned at the Seller's expense for full credit or replacement. The City's return of defective items shall not exclude any other legal, equitable or contractual remedies the City may have.

- a. All goods and/or services purchased are subject to City's inspection, test, and approval at destination, whether or not prior payments have been made or inspections have been performed by the City. All goods and/or services not in accordance with specifications may be rejected and held subject to shippers' orders. Shipper must pay all expenses, including freight both ways, on rejected goods.
- b. If goods and/or services provided hereunder are rejected, in whole or in part by the City by reason of the Vendor's failure to comply with any of the terms, conditions and/or specifications contained herein and on the face of the PO, City, after notifying Vendor in writing may (i) return the rejected portion of such goods and/or services to Vendor at Vendor's expense or hold the same for such disposal as Vendor shall indicate, without invalidating the remainder of the PO; (ii) may reject the entire shipment of goods and cancel the PO for any undelivered goods; or (iii) to cause Vendor to pay City promptly for expenses incurred in remedying the defective or nonconforming goods and/or services (including without limitation, the purchase of substitute (or functionally equivalent) goods and/or services), or to cause Vendor, at Vendor's expense, to expeditiously replace, upgrade, or repair any defective or rejected goods. If the option set forth in (i) is exercised, City may, in its discretion, reduce the quantity specified in the PO by the number of goods and/or services returned or rejected.

42. Intellectual Property/Indemnification.

Vendor warrants that there has been no violation or infringement of any copyright, trade name, trademark, patent or related intellectual property right, as a result of manufacturing, producing or selling the goods. Vendor further agrees to defend and indemnify City, its officers, agents and employees from all claims, expenses, and liabilities arising from any actual or alleged intellectual property violation or infringement.

43. Invoicing

Vendor agrees to submit an invoice with each shipment showing the PO number. All invoices should be issued to the City c/o Accounts Payable. The discount period of any cash discounts available to the City will commence on the date of the invoice. When freight is prepaid by Vendor, Vendor must show freight charges separately; before adding freight charges and submit a copy of the freight bill with the invoice. No allowance will be made for boxes, reels, drums or other returnable containers unless so stated on the face of the PO and invoiced separately.

44. Jurisdiction and Venue

For any suit or proceeding to enforce the provisions of the PO, Vendor irrevocably consents to the jurisdiction of the Courts of the State of Florida. Furthermore, Vendor agrees that the PO will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Florida, without giving effect to its principles of conflicts of law.

45. Over Shipment

Quantities in excess of that shown on the face of the PO, if rejected, will be returned to Vendor at Vendor's risk and expense. Any excess quantities that City accepts will be billed at the PO price.

46. Termination

City reserves the right to cancel all or any part of the PO without penalty.

47. Time

Time is of the essence of the PO. The City reserves the right to cancel the PO (or any portion) without penalty in the event that deliveries are not made within the specified time, without liability for deliveries previously made and accepted by City.

48. Title

Unless the face of the PO provides for the City's assumption of ownership at the point of shipment, title to the goods purchased under the PO remains with the Vendor until such goods are off loaded at the City facility or site specified on the face of the PO; provided, however, that in all cases, Vendor shall bear all risks of loss or damage in transit until such goods are delivered to City's facility or site and accepted by City or its designee.

49. Warranty.

Vendor expressly warrants that all goods, services, workmanship, and title furnished and/or delivered pursuant to the PO and the terms and conditions stated herein will be free from defects in material, workmanship and title. Further Vendor warrants all goods and/or services will conform in all respects to all applicable specifications, drawings, and shall be fit for its intended use and service. All goods and/or services shall be new and not second hand, of good quality and free from defects whether latent or patent in material or workmanship; all material and workmanship is warranted for a minimum of one (1) year from date of acceptance by City unless otherwise stipulated herein. Upon notification by City, Vendor shall correct any defect either by repair or replacement of the defective goods subject to the approval of the City, at Vendor's expense, provided that City's continued use of said defective goods pending repair or replacement shall not constitute a waiver by City under the PO. Further warrants that all goods and/or services covered by the PO meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-956) and its regulations in effect as of the date of the PO. These warranties shall survive acceptance of and payment for the goods and/or services furnished.

50. Payment

Vendor agrees that payment will be made subject to "Local Government Prompt Payment Act", Sections 218.70-218.74, Florida Statutes, and in accordance with the City's policies and procedures, including but not limited to the requirement that Vendor shall be required to maintain a Current Vendor Application on file with the City. Prior to release of payment, Vendor shall be required to make current the vendor application on file with the City. For purposes set forth herein, a "Current Vendor Application" shall include the following: 1) an updated, completed, and executed current vendor application; 2) proof of current and updated insurance, if required; 3) updated and completed W-9, and 4) any other documentation that may be required by the City or otherwise required by law.

52. Public Records Compliance

Vendor shall also be defined as to include the term set forth in Chapter 119.0701(l)(a), Florida Statutes. Vendor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records required by the City to perform the service. (b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the City.

(d) Upon completion of the Contract, Vendor shall transfer to the City, at no cost, all public records in possession of the Vendor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

(e) Comply with the City's request for records within a reasonable time. Failure to comply with the City's request for records within a reasonable time may subject Vendor to penalties set forth in Chapter 119.10, Florida Statutes.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129 TELEPHONE: (386) 506- 5563 E-MAIL: CITYCLERK@PORT-ORANGE.ORG

53. Severability

Vendor understands and agrees that if any provision, term, or condition stated herein or on the face of the PO is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Vendor and the City shall be construed and enforced as if the PO and this Vendor Application and Agreement did not contain the particular provision, term or condition held to be invalid.

54. Counterparts; Facsimile Signatures

This Vendor Application and Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. Any party may affect the execution and delivery of this Vendor Application and Agreement by signing the same and sending a copy thereof to the City by facsimile, email or other electronic mean and so executed, shall have the full force and effect as an original.

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CITY OF PORT ORANGE SPECIFICATIONS RFQ # JC 19-10

PURPOSE:

The City of Port Orange is soliciting quotations for assorted materials for the Sign Shop.

SCOPE OF WORK:

Vendor to provide the materials listed on "Attachment 1 " Schedule of Unit Bid Pricing Form on an as needed basis and deliver to: City of Port Orange, Public Works Department, 407 Virginia Avenue, Port Orange, Florida 32127.

SPECIFICATIONS:

The assorted sign materials shall have the following specifications:

- a. Brand/manufacturer name(s) must be stated on "Attachment 1" Schedule of Unit Bid Pricing Form.
- b. All materials shall meet the specifications per the current approved edition of the Florida Department of Transportation "Roadway and Traffic Design Standards" including any current standards modifications.
- c. All materials shall meet the latest specifications per the manual on "Uniform traffic Control Devices (MUTCD).
- d. All materials shall be FDOT approved and listed in Section 994 of the Qualified Products list per FDOT specifications.

SPECIAL TERMS AND CONDITIONS:

1. **TERM**

One year beginning on date of award with an optional one (1) year renewal agreed upon both parties.

2. **ESCALATION / DE-ESCALATION**

Bid prices shall remain firm for a period of one-year (1) from the date of award. The contract prices may be changed after the first year for the following reasons:

An increase or decrease in the supplier's cost of materials may be justification for price change; however, this shall not be construed in any way to increase vendor's margin of profit. All written request for a price increase must include backup documentation as to the nature of the increase and shall be submitted to the City Purchasing Manager at least 30 days prior to the scheduled price increase/decrease or renewal of contract. Approval of each request shall be by written confirmation from the City Purchasing Manager. If the City should consider said increase unwarranted or unreasonable, the City reserves the right to terminate the contract with the vendor. Any price decline at the manufacturer's level shall be reflected in an immediate reduction of the contract prices and the vendor shall notify the buyer of said decline.

3. **QUANTITIES:**

Quantities listed are estimates for bid purposes only; actual quantities may be more or less.

4. **SHIPMENTS:**

All shipments shall be FOB to the City of Port Orange, Public Works Department, 407 Virginia Avenue, Port Orange, Florida 32127.

5. **INVOICES**

All invoices must be submitted via regular mail to: City of Port Orange, PO Box 291759, Port Orange, Florida 321229-1759 OR via email to apbilling@port-orange.org. All invoices must show the purchase order number and provide a detailed breakdown of each item / quantity / price in order to be processed for payment.

6. **AWARD:**

The award will be made in accordance with each factor of the evaluation and will be considered relative to obtaining the most (cost) effective equipment consistent with the needs of the City.



RFQ JC 19-10

**"ATTACHMENT 1" SCHEDULE OF UNIT BID PRICING
FORM**

Completed Bid form **MUST** be included with RFQ Submission

Completed Bid form MUST be included with RFQ Submission							
NAME OF BUSINESS:							
CONTACT PERSON:							
EMAIL ADDRESS:							
AUTHORIZED SIGNATURE:							
Item #	Description	Manufacturer or Brand Name	Quantity - ESTIMATED ANNUAL	Measure Each	Unit Price	Extended Price	Number of Days For Delivery Upon Receipt of Purchase Order
1	Aluminum blanks 18"x18"-Aluminum Sign Square		50.00	ea	\$ -	\$ -	
2	Aluminum Blanks 18"x24"-Aluminum Sign 2-Sided with holes		80.00	ea	\$ -	\$ -	
3	Aluminum Blanks 24" x 6"-Aluminum Sign Street Name		80.00	ea	\$ -	\$ -	
4	Aluminum Blanks 30" x 6" (2-sided) Aluminum Sign (Street name)		50.00	ea	\$ -	\$ -	
5	Aluminum Blanks 30"x30"-Aluminum Sign		50.00	ea	\$ -	\$ -	
6	Aluminum Signs 24"x36" 1 sided		50.00	ea	\$ -	\$ -	
7	Aluminum Signs 9"x36" 2 sided		50.00	ea	\$ -	\$ -	
8	Blankets - Dimond 30"x30" 1-sided Aluminum Sign		50.00	ea	\$ -	\$ -	
9	Blanks- Aluminum 9"x42" blanks 1 sided no holes		50.00	ea	\$ -	\$ -	
10	Blanks-Aluminum Signs 12"x12" 1-sided		50.00	ea	\$ -	\$ -	
11	Blanks-Aluminum Signs 36"x36"		60.00	ea	\$ -	\$ -	
12	Blanks-Aluminum Signs 48"x48"		30.00	ea	\$ -	\$ -	

Item #	Description	Manufacturer or Brand Name	Quantity - ESTIMATED ANNUAL	Measure Each	Unit Price	Extended Price	Number of Days For Delivery Upon Receipt of Purchase Order
13	Brackets - 4"x2" Galv U channel use For Post Backing		50.00	ea	\$ -	\$ -	
14	Covered Blank, 18"x 24", VREC, .080, 1-sided, Type IV-Aluminum Sign(Vertical)		80.00	ea	\$ -	\$ -	
15	Covered Blank, 24" x 9" HREC, .080, 2-sided, Type ICV-Aluminum sign		80.00	ea	\$ -	\$ -	
16	Dead End (W14-1) 30"x30"		10.00	ea	\$ -	\$ -	
17	Do Not Enter (R5-1) 30"x30"		10.00	ea	\$ -	\$ -	
18	EC Film 24"x50yd colors - black,white,yellow,orange,green,blue,red		10.00	Roll	\$ -	\$ -	
19	EC-Film 30"X50yd 1 to 2 rolls-Acrylic Colros - black,white,red,yellow,orange,green		10.00	Roll	\$ -	\$ -	
20	EC-Film 36"X50yd 1 to 2 rolls Acrylic Colords - black,white,red,yellow,orange,green		10.00	Roll	\$ -	\$ -	
21	Florecent yellow post reflectors 3"x48/3"x72 for school zones		50.00		\$ -	\$ -	
22	Keep Right (R4-7) 24"x30"		10.00	ea	\$ -	\$ -	
23	Keep Right (R4-7B) 24"x30"		10.00	ea	\$ -	\$ -	
24	Keep Right (R4-7A) 24"x30"		10.00	ea	\$ -	\$ -	
25	Left Turn Arrow (W1-1L) 30"x30"		10.00	ea	\$ -	\$ -	
26	Multi-surface anchor kit, 1/2" Lag bolt 5/8" Nylon Sleeve-Anchor Kit		5.00	ea	\$ -	\$ -	
27	No Outlet (W14-2) 30"x30"		10.00	ea	\$ -	\$ -	
28	No Parking (R8-3) 18"x24"		10.00	ea	\$ -	\$ -	
29	No Parking Anytime (R7-1A) 18"x24"		10.00	ea	\$ -	\$ -	
30	No Parking Bet. Signes (R7-12A) 18"x24"		10.00	ea	\$ -	\$ -	

Item #	Description	Manufacturer or Brand Name	Quantity - ESTIMATED ANNUAL	Measure Each	Unit Price	Extended Price	Number of Days For Delivery Upon Receipt of Purchase Order
31	No Parking On Right of Way 18"x24"		10.00	ea	\$ -	\$ -	
32	No Parking This Side (R7-13) 18"x24"		10.00	ea	\$ -	\$ -	
33	Pedestrian Sign 1-sided, Stop Fluorescent Yellow/Green Quick Release-Plastic Signs		5.00	ea	\$ -	\$ -	
34	Post 10"Galvanized U Channel -Sign Post #2 Gauge		100.00	ea			
35	Post, 12" Galvanized U Channel-Sign Post #2 Gauge		100.00	ea	\$ -	\$ -	
36	Post, 12" Galvanized U Channel-Sign Post #3 Gauge		100.00	ea	\$ -	\$ -	
37	Sheeting Film 30"x50yd HIP colors - orange,yellow,fluorescent yellow,blue		10.00	Roll	\$ -	\$ -	
38	Sheeting Film 36"x50yd HIP colors - orange,yellow,fluorescent yellow,blue		10.00	Roll	\$ -	\$ -	
39	Sheeting, 30" x 50 yards, HIP Orange-Film for sign making Orange, Yellow, Red, Fluorescent Yellow		10.00	Roll	\$ -	\$ -	
40	Sign dating stickers 3"x2"0-9 4row HIP Sign Date Stickers		50.00	ea	\$ -	\$ -	
41	Sign dating stickers 4"x2" vinyl (COPO Sign Stickers)		50.00	ea	\$ -	\$ -	
42	Sign Holders - 5"-1/2 Flat Blade Heavy Duty Bracket cross piece 90 degrees aluminum with hardware		50.00	ea	\$ -	\$ -	
43	Sign, 18" x 24" .080, R 1.5 Pan Handling- "SAY NO TO PANHANDLING" type IV, B R/W-Aluminum Signs		10.00	ea	\$ -	\$ -	
44	Speed 25 (R2-1) 24"x30"-Aluminum Sign		10.00	ea	\$ -	\$ -	
45	Speed 25 Residential area 24"x30"-Aluminum Sign		10.00	ea	\$ -	\$ -	
46	Speed 30 (R2-1) 24"x30"-Aluminum Sign		10.00	ea	\$ -	\$ -	
47	Speed 35 (R2-1) 24"x30"-Aluminum Sign		10.00	ea	\$ -	\$ -	
48	Stop Signs (R1-1) 30"x30"-Aluminum Sign		50.00	ea	\$ -	\$ -	

Item #	Description	Manufacturer or Brand Name	Quantity - ESTIMATED ANNUAL	Measure Each	Unit Price	Extended Price	Number of Days For Delivery Upon Receipt of Purchase Order
49	Surface Mount Base, Quick Release		5.00	ea	\$ -	\$ -	
50	Transfer Tape 30" 100yd clear tmp Roll		10.00	Roll	\$ -	\$ -	
51	Transfer Tape 36"x 100yd clear,tmp Roll		10.00	Roll	\$ -	\$ -	
52	Vinyl 30"x50yd 1 to 3 rolls Colors -Red black,white,yellow,orange,green,blue		10.00	Roll	\$ -	\$ -	
53	Vinyl 36"x50yd 1 to 3 rolls color- black,white,yellow,orange,green,blue		10.00	Roll	\$ -	\$ -	
54	Yellow post reflectors 3"x48"/3"x72" HIP - for traffic, guardrail, and crosswalks		50.00	ea	\$ -	\$ -	
	WARRANTY ON ALL MATERIALS		# OF DAYS		BASE BID TOTAL :	\$ -	

AFFIDAVIT OF COMPLIANCE

RFQ# JC 19-10

To be submitted with vendor's Bid

_____ We DO NOT take exception to the RFQ Documents/Requirements.

_____ We TAKE exception to the RFQ Documents/Requirements as follows:

Specific exceptions are as follows: _____

I have carefully examined the Request for Quotation and agree to abide by all submitted pricing, delivery, terms and conditions of this Quotation unless otherwise stipulated herein.

Company Name _____

ADDENDA

By _____
(Authorized Person's Signature)

Bidder acknowledges receipt of the following addendum:

Addendum No. _____

(Print or type name and title of signer)

Addendum No. _____

Company Address _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Telephone Number _____

Email _____

Fax Number: _____

Federal Tax ID No. _____

Date: _____

Return This Page

CITY OF PORT ORANGE STATEMENT OF "NO QUOTATION"
RFQ # JC 19-10

RETURN THIS PAGE ONLY IF YOUR COMPANY PROVIDES THE PRODUCTS/SERVICES BEING BID AND DECLINES TO DO SO.

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON YOUR **RFQ # JC19-10** FOR **SIGN SHOP MATERIALS** FOR THE FOLLOWING REASON(S):

_____ SPECIFICATIONS ARE TOO "TIGHT," I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY (PLEASE EXPLAIN BELOW).

_____ INSUFFICIENT TIME TO RESPOND TO REQUEST FOR QUOTATION.

_____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

_____ UNABLE TO MEET SPECIFICATIONS.

_____ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).

_____ OTHER (PLEASE SPECIFY BELOW).

REMARKS: _____

COMPANY NAME: _____

ADDRESS: _____

SIGNATURE AND TITLE: _____

TELEPHONE NUMBER: _____

DATE: _____

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