



PURCHASING DEPARTMENT
368 SOUTH COMMERCE AVENUE - SEBRING, FLORIDA 33870
PHONE: 863.471.5110
FAX: 863.471.5168
EMAIL: PURCHASING@MYSEBRING.COM
LISA M. OSHA ~ PURCHASING AGENT

MISSION STATEMENT:

To ensure that goods and services are acquired at fair and reasonable prices and the highest personal standards of conduct are maintained in all relationships with vendors, suppliers and subcontractors.

The City utilizes www.publicpurchase.com to release Bids/RFP's and quotes. While the City advertises in the local newspaper it does not email supplementary notices to vendors. Vendors interested in receiving announcements when a solicitation is posted may register at www.publicpurchase.com. As of 7/1/2013, the City no longer maintains a prospective vendors list. Our vendor application is for payment processing only.

BID THRESHOLD: Our sealed bid threshold is F.S. 287.017 CATEGORY TWO, currently \$35,000 and is awarded by City Council generally to the lowest responsive and responsible vendor who meets all the specifications for the commodity or service being offered. Verbal and telephone quotes are solicited for items from \$1000-\$4999. Written and email quotes are requested for items from \$5000-\$34,999. City Council Approves all acquisitions of \$35,000 or higher. It is the vendor's responsibility to maintain contact with individual departments for purchases under the bid threshold.

BID OPENINGS: All competitive Bid/RFP opening are open to the public. All interested parties are welcome to witness the Bid Opening at the stated date, place, & time. There is no determination of award made at that time. All submittals are subject to a 10-day evaluation before becoming public record. A recommendation of award is made to Sebring City Council, who shall make the final determination of award. **All Bids/RFP's are subject to Florida Public Records Laws pursuant to F.S. Chapter 119.**

LOCAL PREFERENCE: The City has a local preference ordinance in the purchase of, or contract for, personal property & contractual services unless prohibited by law. The City Council may give a preference up to 7% of the bid price to vendors whose place of business is in the corporation limits for at least 6 months; 5% to vendors whose place of business is in Highlands County.

PIGGYBACKING: The City occasionally acquires items through "piggybacking" the State of Florida, Highlands County, other government entities. We also utilize cooperative purchasing contracts to procure goods and services such as U.S. Communities, NJPA, and the Florida Sheriff's Association.

PURCHASING CARDS: Authorized City staff may purchase items with a VISA purchasing card. The City utilizes this method of payment for small dollar items under \$1000.

SURPLUS LIQUIDATION: The City utilizes Govdeals.com to liquidate most unwanted items after they are officially declared surplus by City Council. Advertising of such auctions are in the local newspaper or on the City's website under purchasing.

VENDOR APPLICATION: Vendor application should be submitted by those who will be paid by check (not needed for VISA payment). Please submit the vendor application, W-9, and a copy of your current certificate of insurance (if your company has worked or transported items on City property). The previously listed items can be faxed, emailed, mailed, or delivered in person prior to beginning work. It is the vendor's responsibility to keep the purchasing department apprised of any and all address changes.

PURCHASE ORDERS: Issued by the purchasing department after all prices and requirements are checked for compliance of policy, procedures are verified, award by City Council is made (if required), or required bond is recorded. Delivery of goods and services shall not be made without first receiving a purchase order number (except for p-card purchases). Complete terms and conditions are described herein. Vendor should receive a purchase order from the purchasing department (if an email has been provided) or given a verbal order number from the requesting department. Vendors are cautioned that failure to secure a purchase order may result in non-payment, or immediate cancellation of the order.

PURCHASE ORDER GENERAL TERMS AND CONDITIONS:

By accepting this purchase order the vendor accepts all the terms and conditions herein. These may only be varied by written amendment signed by both parties.

ASSIGNMENT: Awarded CONTRACTOR shall not assign this Contract, in whole or in part, or any monies due hereunder, without the written consent of the CITY.

COMPLIANCE TO LAWS, GUIDELINES, AND REGULATIONS: Vendor shall comply with all applicable federal, state, and local laws, guidelines, regulations, etc. This includes but is not limited to rules promulgated by DOT, OSHA, EPA, and DEP. Any dispute concerning this order is to be governed by the laws of the State of Florida. Venue of any litigation between the parties shall be in Highlands County, Florida. The prevailing party shall recover against the other party all attorney fees and costs incurred from any and all disputed litigation including appeals, which arise from this order.

DEFAULT: Subject to the limitations of Sec. 768.28 F.S., in any action brought by either party for the interpretation or enforcement of obligations of the other party, including City's rights to indemnification or appeals, the prevailing party shall be entitled to recover reasonable attorney fees, paralegal fees, court and other costs, whether incurred before or at trial, on appeal, in bankruptcy, or in post judgment collections

DELIVERY: Shipping terms are F.O.B at the City's delivery location specified on the purchase order. If deficiency is not visible at time of delivery the city reserves the right to require appropriate corrective action upon discovery of any deficiency. City does not accept title until delivery has been acknowledged by an authorized representative.

FAILURE TO DELIVER: In the event of the CONTRACTOR to fail to deliver services in accordance with the terms and conditions, the City may procure the service from other sources and hold the CONTRACTOR responsible for any resulting purchase or administrative costs. The remedy shall be in addition to any other remedies the City may have.

FAILURE TO ENFORCE: Failure by the City at any time to enforce the provisions of this contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.

INDEMNIFICATION & HOLD HARMLESS: CONTRACTOR hereby acknowledges and confirms that the BID price includes the consideration for this indemnification and hold harmless. BIDDER shall, in addition to any other obligation to indemnify CITY and to the fullest extent permitted by law, protect, defend, indemnify, and hold harmless the CITY, its elected officials, employees, agents, and volunteers from and against all claims, actions, liabilities, losses (including economics losses), costs including attorney fees, and all costs of litigation, and judgments of every name and description arising out of or incidental to the performance of this project, unless caused by the sole negligence of the CITY, its elected officials, employees, agents, and volunteers. Any costs or expenses, including attorney's fees (including appellate, bankruptcy or patent council fees), incurred by the CITY to enforce this agreement shall be borne by the CONTRACTOR. This indemnification shall also cover all claims brought against the CITY its elected officials, employees, agents, and volunteers by any employee of the CONTRACTOR, their subcontractor, or anyone directly or indirectly employed by them. The CONTRACTOR's obligation under this paragraph shall be limited to \$10,000,000 and shall not be limited in any way to the agreed upon contract price as shown in the BID/quote, or the CONTRACTOR's limit of all services, obligations, and duties provide for in this document, or in the event of termination for any reason, the terms and conditions of this paragraph shall survive indefinitely.

INDEPENDENT CONTRACTOR: The parties expressly recognize that the relationship between the CITY and CONTRACTOR is that of independent CONTRACTORS, and that neither CONTRACTOR, nor any of its servants, agents, or employees shall ever be considered as an agent, servant, or employee of the CITY. CONTRACTOR shall be responsible to the City for the acts and omissions of all its employees, subcontractor, their agents and employees, and all other persons performing any of the work by, through, or under the CONTRACTOR.

INSPECTION, ACCEPTANCE AND TITLE: The CITY reserves the right to conduct inspection or investigation to verify compliance of the goods and/or services with the requirements of this document and reject any delivery for non-compliance. Title and risk or loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency.

INSPECTION AND CORRECTION OF WORK: All work done by the awarded CONTRACTOR will be monitored by the City Administrator, or his designee. CONTRACTOR shall notify the designated person of completion of each cycle within twenty-four hours of such completion. The designated contact person will then inspect the work and, if they find it has not been done satisfactorily, said work shall be promptly corrected by the CONTRACTOR, at the CONTRACTOR's expense.

OSHA SAFETY STANDARDS: Unless otherwise stipulated in these documents, all manufactured items and fabricated assemblies shall comply with the applicable requirements of Occupational Safety and Health Act (OSHA) and any standards there under. The vendor agrees to furnish the City with MSDS on or before the delivery of every hazardous chemical or substance purchase that is classified as toxic under F.S. chapter 422.

PACKAGING: It is understood and agreed that any item offered or shipped as a result of this BID shall be in new, current standard model available at the time of production. All containers shall be suitable for shipment; all prices shall include standard commercial packaging; and **have the address and purchase order number clearly marked on the outside of the package.** All commodities packaged hereunder shall be packaged to ensure security and delivery.

PAYMENT: If awarded, payment will be made by the CITY after the item awarded to a vendor has been received, inspected, and found to comply with the award specifications, free of damage or defect, and properly invoiced. All payments must be approved by Sebring City Council, which meets the first and third Tuesday of each month. To be considered for payment at any meeting, the invoice must be signed by the department head of each location and then received by Accounts Payable 368 South Commerce Avenue, Sebring, Florida 33870 ten (10) days prior to a City Council meeting. Separate invoices must be rendered for each purchase order. No purchase of materials, supplies, equipment, and/or services will be recognized unless made through a purchase order by the purchasing department. Payment terms of net 45 days from the date received and stamped by the CITY.

PRICES: All stated prices herein shall be fixed for the duration of this agreement. All delivery, surcharges, fuel, etc. will be built into the stated price. There shall be no additional charges of any kind, including but not limited to, delivery, surcharges, or fuel.

PUBLIC ENTITY: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a BID on a contract to provide any goods or services to a public entity, may not submit a BID on a contract with a public entity for construction or repair of a public building or public work, may not submit BIDs on leases of real property to a public entity, may not be awarded on perform work as a CONTRACTOR, subcontractor, supplier, or consultant under a CONTRACT with any public entity in excess of the threshold provided in F.S. 287.017 CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. When submitting this BID, the BIDDER hereby certifies that they have complied with the said statute.

PRICE ADJUSTMENTS: Any price decrease effectuated during the contract period by reason of market change shall be passed on to the CITY. Price increases are not acceptable.

TAXES: The CITY does not pay Federal Excise and Sales Tax on direct purchases of tangible personal property. See tax exemption number on face of purchase order.

INSURANCE: If procurement involves the vendor's performance on City property or any place where the City conducts operations, the vendor shall provide proof of insurance required by the City. If not provided the City reserves the right to cancel the order, immediately suspend performance by the vendor at the vendor's expense and prohibit access to City premises until such proof of insurance is verified. The City follows guidelines provided by Public Risk Management of Florida. The grid on the next page shows the City's minimum guidelines for insurance.

CITY OF SEBRING INSURANCE REQUIREMENTS FOR GOODS AND SERVICES

<p>Level 1 - Low - Insurance Requirement Low chance of loss where minor injuries or property damage could occur. The potential for frequent or multiple claims is low. Contact primarily with City employees. Activities not in the public realm. Project will not exceed 30 calendar days Cost will not exceed \$50,000. No unusual or high hazards present.</p>	<p>Level 2 - Moderate - Insurance Requirements Low to moderate chance of loss where moderate injuries or property could occur. The potential for frequent or multiple claims is low to moderate. Contact with non-City persons. Activities in public realm. Project will not exceed 180 calendar days. Cost will not exceed \$500,000. No unusual or high hazards present.</p>	<p>Level 3 - High - Insurance Requirements Moderate to high chance of loss where severe injuries and property damage could occur. The potential for frequent or multiple claims is present. Contact with non-City persons. Activities in public realm. Services involving minors or seniors. Project will not exceed 180 days in duration. Cost is \$1,000,000 or higher. Extremely high or unusual hazards present.</p>
<p>COMMERCIAL GENERAL LIABILITY (CGL) \$300,000 each occurrence \$600,000 general aggregate Additional insured endorsement is required naming the City of Sebring as an additional insured as well as the certificate holder. Insurance must be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from an explosion, collapse or underground exposures, personal injury and advertising injury.</p>	<p>COMMERCIAL GENERAL LIABILITY (CGL) \$500,000 each occurrence \$1,000,000 general aggregate Additional insured endorsement is required naming the City of Sebring as an additional insured as well as the certificate holder. Insurance must be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from an explosion, collapse or underground exposures, personal injury and advertising injury.</p>	<p>COMMERCIAL GENERAL LIABILITY (CGL) \$3,000,000 each occurrence \$6,000,000 general aggregate Additional insured endorsement is required naming the City of Sebring as an additional insured as well as the certificate holder. Insurance must be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from an explosion, collapse or underground exposures, personal injury and advertising injury.</p>
<p>COMMERCIAL AUTO LIABILITY \$300,000 each accident for property damage, bodily injury and must include contractual liability coverage. Coverage must include all owned, non-owned and hired vehicles. (Additional insured endorsement may be required.)</p>	<p>COMMERCIAL AUTO LIABILITY \$1,000,000 each accident for property damage, bodily injury and must include contractual liability coverage. Coverage must include all owned, non-owned and hired vehicles. (Additional insured endorsement may be required.)</p>	<p>COMMERCIAL AUTO LIABILITY \$3,000,000 each accident for property damage, bodily injury and must include contractual liability coverage. Coverage must include all owned, non-owned and hired vehicles. (Additional insured endorsement may be required.)</p>
<p>WORKERS COMPENSATION INSURANCE All state and federal statutory limits apply. \$100,000 each accident \$100,000 each employee \$500,000 policy limit for disease The policy must include employers liability. If the vendor is exempt from workers' compensation requirements they are to submit a DWC-252 Certificate of Exemption Form</p>	<p>WORKERS COMPENSATION INSURANCE All state and federal statutory limits apply. \$500,000 each accident \$500,000 each employee \$500,000 policy limit for disease The policy must include employers liability. If the vendor is exempt from workers' compensation requirements they are to submit a DWC-252 Certificate of Exemption Form</p>	<p>WORKERSCOMPENSATION INSURANCE All state and federal statutory limits apply. \$3,000,000 each accident \$1,000,000 each employee \$1,000,000 policy limit for disease The policy must include employers liability. If the vendor is exempt from workers' compensation requirements they are to submit a DWC-252 Certificate of Exemption Form</p>

PLEASE NOTE: In addition to the primary requirements of General Liability, Commercial Auto, and Workers Compensation, a project at any of the 3 levels may trigger the need for Professional Liability, Garage Liability or Garagekeepers Liability, or Environmental - Pollution Liability. This is more dependant upon the scope of service and exposure to loss or claims, rather than any monetary amount The City will accept the use of Broad Form Commercial Liability umbrella coverage if written on a Follow-Form which provides as broad of coverage as the underlying policies for limits exceeding \$1,000,000.

EVIDENCE OF INSURANCE AND SPECIFIC REQUIREMENTS: The vendor/contractors shall furnish the City with current Certificates of Insurance. The Certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. **The City is to be specifically included as an Additional Insured by proper endorsement to each policy that applies (General Liability, Commercial Auto Liability, others as applicable) with the exception of Workers Compensation and Professional Liability - Errors & Omissions.** The proper Additional insured policy endorsements should be submitted along with the Certificates. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30 days prior to the said expiration date. The policy shall provide a 30 day notification clause in the event of cancellation or modification to the policy. If direct notice of cancellation or policy modification to the Additional Insured by the agent or insurer is not a specific policy provision or violates any terms or conditions of the policy, the vendor/contractor MUST fax a copy of the insurers cancellation notice to the City's purchasing department within 2 business days of receipt.

DESIRED ADDITIONAL INSURED LANGUAGE: Certificate holder is listed as an Additional Insured by specific endorsement to this policy with respects to the Named Insured Operations for: General Liability, Commercial Automobile Liability (when applicable), Broad Form Commercial Liability Umbrella (when applicable), and any other applicable lines of coverage that may be required.



VENDOR APPLICATION

This form is submitted to be entered into the City's vendor file for payment processing. This will not be used for bid notification.

Name of Company	Date:
Mailing Address (for purchase orders)	Mailing Address (for payment)
City, State, Zip	City, State, Zip
Phone / Fax	Phone / Fax
Sales Representatives Name	Sales Representative Phone / Fax
Email (PO's will be sent to this address)	Type of Organization (Circle One) Individual, Partnership, Corporation, Other

Is your place of business within the boundary of: City of Sebring Highlands County (Circle One if applicable)

If so, City Occupational License number: _____

Do you accept VISA Credit Cards? YES NO (Circle One)

- Submit the accompanying W-9 form along with this form.
- Submit a current certificate of insurance showing the City's minimum requirements as outlined on page 4.
- I hereby agree to all the terms and conditions described in this vendor's guide.

I hereby certify that the information herein, including all attached pages, ID's are correct and I am an authorized manufacturer's distributor for any commodity/service that I offer to the City of Sebring.

Authorized Signature: _____ Date: _____