



PURCHASING DEPARTMENT
368 SOUTH COMMERCE AVENUE - SEBRING, FLORIDA 33870
PHONE: 863.471.5110
SMART FAX: 863.471.5110
EMAIL: PURCHASING@MYSEBRING.COM
JAMEE COOK, PURCHASING AGENT

MISSION STATEMENT:

We are committed to ethical purchasing practices, fiscal responsibility, and open competition to achieve the best value for taxpayers and deliver high-quality goods and services to our city.

VENDOR APPLICATION: Vendor applications should be submitted by those who will be paid by check (not needed for credit card payment). To submit the vendor application, W-9, and a copy of your current certificate of insurance (if your company will work or transport items onto City property), please go to the City of Sebring website at <https://www.mysebring.com/199/Purchasing> and choose the link "Vendor Application." If your service requires licensing, you must provide your State of Florida business license number for verification by the City of Sebring. The previously listed items must be received and you must be a registered vendor prior to beginning work. It is the vendor's responsibility to provide correct mailing AND remittance addresses (if different) and to keep the purchasing department apprised of any and all address changes.

If you decide to use a social security number instead of an FEIN number, it may be used for the purposes of verifying identity, maintaining the vendor database, payments processing and/or tax reporting to governmental agencies. In accomplishing these purposes, the number used to register with the City of Sebring may be transmitted both internally within the various departments and externally to the Internal Revenue Service. This statement concerning the purposes for collection of a social security number is provided pursuant to section 119.071(5)(a)2, FL Statutes.

BIDNET DIRECT: The City utilizes www.BidnetDirect.com to release Bids/RFP's/Quotes. The City does not email supplementary notices to vendors. Vendors interested in receiving announcements when a solicitation is posted must register at www.bidnetdirect.com.

******IF YOU DO NOT REGISTER WITH BIDNETDIRECT.COM, YOU WILL NOT RECEIVE NOTIFICATION OF SOLICITATIONS AND/OR QUOTE REQUESTS******

PURCHASING THRESHOLDS:

\$ 00.01 - \$9,999.99	One quote/best value
\$ 10,000.00 - \$24,999.99	Three written quotes
\$ 25,000.00 - \$99,999.99	Three written quotes and approval from City Administrator
\$ 100,000.00 or greater	Formal Solicitation

BID OPENINGS: All competitive Bid/RFP openings are open to the public. All interested parties are welcome to witness the bid opening at the stated date, place, and time. There is no determination of award made at that time. All submittals are subject to a 30-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 offer a preference to vendors

whose place of business is within the Sebring City limits for at least 6 months and within 7% of the low bid; within 5% to vendors whose place of business is in Highlands County.

EQUAL OPPORTUNITY: The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women business enterprises.

PIGGYBACKING: The City occasionally acquires items through “piggybacking” the State of Florida, Highlands County, or other government entities. We also utilize cooperative purchasing contracts to procure goods and services such as Sourcewell, Omnia, 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 purchasing non-restricted commodities and services. Each cardholder has a spend limit set by their department-head.

PUBLIC ENTITY CRIMES: Pursuant to § 287.133(2)(a), Fla. Stat., 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in § 287.017, Florida Statutes, for CATEGORY TWO purchases for a period of 36 months following the date of being placed on the convicted vendor list.

DRUG FREE WORK PLACE: The City of Sebring is a drug-free workplace. All employees of the vendor working on City property shall be subject to the implementation of all possible provisions to maintain a drug-free environment. All vendors must adhere to the provisions of Florida Statute 287.087.

EMPLOYMENT ELIGIBILITY: The contractor is obligated to comply with the provisions of Section 448.095, Fla. Stat., “Employment Eligibility.” 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. Failure of the contractor to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the contractor must immediately terminate their subcontract with the subcontractor. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. 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 one (1) year after the date of termination.

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.

ACCOUNTS PAYABLE: Payment will be made by the City after the item purchased has been received, inspected, and found to comply with the purchase order 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 or by purchasing card. Payment terms of net 45 days from the date received and stamped by the City.

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 following is the insurance guide approved by City Council:

1) MINOR CONTRACTS FOR SERVICE

SPECIFICATIONS:

- DURATION: Project will not exceed 30 calendar days
- COST: Project cost will not exceed \$50,000
- RISK: Low, no unusual or high hazards present

WORKERS’ COMPENSATION:

Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers’ Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.

COMMERCIAL GENERAL LIABILITY - OCCURRENCE FORM REQUIRED:

(Contractor/Vendor) shall maintain commercial general liability (CGL) insurance with a limit of not less than \$300,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$600,000. CGL insurance shall 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 explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Damage to rented premises shall be included at \$100,000.

COMMERCIAL AUTOMOBILE LIABILITY INSURANCE:

(Contractor/Vendor) shall maintain automobile liability insurance with a limit of not less than \$300,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non- owned autos.) The policy shall be endorsed to provide contractual liability coverage.

2) AVERAGE CONTRACTS FOR SERVICE

SPECIFICATIONS:

- DURATION: Project will not exceed 180 calendar days
- COST: Project cost \$50,000 to \$500,000
- RISK: Low, no unusual or high hazards present

WORKERS’ COMPENSATION:

Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers’ Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.

COMMERCIAL GENERAL LIABILITY - OCCURRENCE FORM REQUIRED:

(Contractor/Vendor) shall maintain commercial general liability (CGL) insurance with a limit of

not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$3,000,000. Products and completed operations aggregate shall be \$3,000,000. CGL insurance shall 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 explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Damage to rented premises shall be included at \$100,000.

COMMERCIAL AUTOMOBILE LIABILITY INSURANCE:

(Contractor/Vendor) shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non- owned autos). The policy shall be endorsed to provide contractual liability coverage.

3) EXTENSIVE CONTRACTS FOR SERVICE

SPECIFICATIONS:

DURATION: Projects that do not exceed 180 days in duration.

COST: Projects where the cost is \$500,000 to \$1,000,000.

RISK: Medium, Projects where medium hazards exist.

WORKERS' COMPENSATION:

Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$1,000,000 each accident, \$1,000,000 each employee, \$1,000,000 policy limit for disease.

COMMERCIAL GENERAL LIABILITY - OCCURRENCE FORM REQUIRED:

(Contractor/Vendor) shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$2,000,000. Products and completed operations aggregate shall be \$2,000,000. CGL insurance shall 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 explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Damage to rented premises shall be included at \$100,000.

COMMERCIAL AUTOMOBILE LIABILITY INSURANCE:

(Contractor/Vendor) shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non- owned autos). The policy shall be endorsed to provide contractual liability coverage.

4) EXTENSIVE CONTRACTS FOR SERVICE

SPECIFICATIONS:

DURATION: Projects that exceed 180 days in duration.

COST: Projects where the cost is \$1,000,000 or higher.
RISK: High, Projects where extremely high or unusual hazards exist.

WORKERS' COMPENSATION:

Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$1,000,000 each accident, \$1,000,000 each employee, \$1,000,000 policy limit for disease.

COMMERCIAL GENERAL LIABILITY - OCCURRENCE FORM REQUIRED:

(Contractor/Vendor) shall maintain commercial general liability (CGL) insurance with a limit of not less than \$3,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$6,000,000. Products and completed operations aggregate shall be \$6,000,000. CGL insurance shall 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 explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Damage to rented premises shall be included at a minimum of \$100,000.

COMMERCIAL AUTOMOBILE LIABILITY INSURANCE:

(Contractor/Vendor) shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

PLEASE NOTE: In addition to the primary requirements of General Liability, Commercial Auto, and Workers Compensation, a project at any of the levels may trigger the need for Professional Liability, Garage Liability or Garage keepers Liability, or Environmental - Pollution Liability. This requirement will depend on 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.