1. Instructions to Bidders

1.1. Instructions to Bidders

City of Tampa quote solicitations are issued electronically via OpenGov solicitation distribution system. Obtaining quote solicitations through OpenGov will ensure that vendors will have the following capabilities: receipt of quote solicitations electronically via e-mail and view plans and blueprints online electronically. Vendors who obtain specifications and plans from sources other than OpenGov are cautioned that the quote packages may be incomplete.

The City is not responsible for errors and omissions occurring in the transmission or downloading of any quote documents, plans, or specifications from this website. In the event of any discrepancy between information on this website and the hard copy quote documents, the terms and conditions of the hardcopy document will prevail. OpenGov has no affiliation with the City of Tampa other than as a service that facilitates communication between the City and its vendors. OpenGov is an independent entity and is not an agent or representative of the City. Communications to OpenGov does not constitute communications to the City.

Contact OpenGov at https://opengov.my.site.com/support/s/ for more information.

Quotes shall be accepted no later than the time and date specified on the quote transmission. All quotes shall be submitted electronically through OpenGov. Offers by telegram, telephone, mail, e-mail, or fax are not acceptable, unless authorized by the City of Tampa Purchasing Department prior to the closing time and date. No quote may be withdrawn or modified after the time fixed for the opening of quotes. Quote tabulations (results) will not be disclosed over the telephone.

The Bidder shall comply with the applicable requirements of Federal and state laws, all Codes and Ordinances of the City of Tampa as amended from time to time, and any applicable professional regulations.

The bidder is expected to carefully examine the entire quote solicitation and all of its attachments, including but not limited to all provisions, terms, and conditions. **Failure to do so will be at the bidder's risk.**

Quote solicitations contain a General Conditions section and a Technical Specification section. The attached General Conditions contain general requirements and the Technical Specifications, viewable through OpenGov, details the scope of the goods and/or services requested. The Technical Specifications shall always govern whenever there appears to be a conflict.

Project Contact: Jason Leary, jason.leary@tampagov.net.

2. General Conditions

2.1. Authorization

Official award will be made by City of Tampa Purchase Order only. Purchases under $2,000 may also be placed by City of Tampa Purchasing Card (Visa).

2.2. Quantities

Quantities listed are an estimate only. The City shall not be required to purchase any minimum or maximum quantities during any award resulting from this quote. The City reserves the rights to increase or decrease quantities shown without penalty.

2.3. Shipping/Delivery

All items shall be shipped Freight On Board (FOB) Destination. All shipping, handling, and freight charges shall be included in the quote. Materials ordered shall be delivered to the location specified and within the days After Receipt of Order (ARO) as stated in the Technical Specifications.

2.4. Addition/Deletion

The City of Tampa reserves the right to add to or delete any item from this bid or resulting award when deemed to be in the best interest of the City of Tampa.

2.5. Rejection

The City reserves the right to cancel, reject any and/or all quotes, or to waive irregularities and accept that quote which is the lowest and best.

2.6. Non-Availability of Funds

In the event that funds are insufficient or unavailable for this quote or the resulting intent to award, the City reserves the right to cancel the quote or resulting intent to award without penalty.

2.7. Substitutions / Alternate Quotes

Unless otherwise specified in the Technical Specifications, quotes for alternate products which the bidder believes to be of equal quality will be considered. The offer of an alternate product for any item shall be construed as a refusal to quote on the product specified. Bidders offering an alternate product shall submit the precise specifications of the alternate and all of the differences, if any, between the specified product and the alternate product. The determination as to whether any alternate product quoted is or is not equal to the product specified shall be made by the City, and such determination shall be final and binding for all bidders.

2.8. Prices

Quote prices shall be good for a minimum of sixty (60) days unless otherwise specified in the Technical Specifications.

2.9. Basis of Award

The City reserves the right to award this quote by division, line item, or aggregate total. To be considered lowest responsive, responsible bidder by aggregate, the bidder must quote on all items within the quote solicitation. If award by aggregate total is not feasible, division or line item will prevail.

2.10. Insurance

All vendors performing work on City property, regardless of the dollar amount, are required to submit proof of insurance prior to award. The City's current insurance requirements can be found on the Purchasing Department website at http://www.tampa.gov/purchasing/info

2.11. Subcontracting Submittals

No Awardee shall assign the award/contract or any rights or obligations thereunder without the written consent of the City. The Awardee shall be required to perform with its own forces at least fifty-one (51) percent of the work, unless written consent to subcontract a greater percentage of the work first obtained by the City. In the event of such approved subcontracting, the Awardee agrees to provide the City with written documentation relative to the Subcontractor(s) solicited, or that will be employed in this award, including but not limited to submittal of attached the following Schedule of Sub-Contracting Forms:

- Schedule of All Sub-Contractors/Consultants/Suppliers Solicited - DMI 10
- Schedule of Sub-Contractors/Consultants/Suppliers to be Utilized - DMI 20 Further information and copies of all forms can be found at http://www.tampa.gov/msbd

Subcontractor shall be defined as: a business enterprise, firm, partnership, corporation, consultant, or combination thereof having a direct contract with a prime contractor for any portion of the advertised work that is awarded by the owner/owner's representative.

Supplier shall be defined as: a business enterprise that either directly contracts with a prime contractor/consultant or directly contracts with a subcontractor under such a prime contractor/consultant to provide materials, supplies, or equipment in connection with a contract awarded by the owner/owner's representative. A supplier may be a regular dealer, distributor, or manufacturer.

2.12. Invoicing

The awardee shall furnish the City complete itemized invoices for the goods received. Invoices are to reflect the prices stipulated on the purchase order and as outlined in the quote solicitation. Invoices shall contain, but not be limited to the following information:

- Invoice number;
- Company name;
- Purchase Order number;
- Location and dates of delivery;
- Cost of items as stated on the quote response and extended price to reflect total cost for number of items received.

If subcontractors will be utilized during this award, the awardee agrees to provide the City with written documentation relative to the subcontractor(s) payments, including but not limited to submittal of*Schedule of Sub-Contractors/Consultants/Suppliers Payments* ,*Waiver and Release of Lien upon Progress Payment* , and/or*Affidavit of Contractor in Connection with Final Payment* . Further information and copies of all forms can be found at www.tampa.gov/msbd

2.13. Payment

Full payment will be made by the City after receipt and acceptance of materials/services, correct invoices, subcontractor(s) payments forms, and normal processing time – approximately 30 days in total. The City does not pay service charges on late payments; however the City is subject to the Florida Prompt Payment Act. (see Section 218.70-218.79, Florida Statutes.) An incorrect invoice may delay payment for services/materials provided.

2.14. Tampa Port Access

All personnel assigned to provide this service or required to deliver goods to the Port of Tampa, if applicable in this award, shall obtain a Port Access Badge. To obtain this port pass will require each employee to have a valid photo ID and will require background check including fingerprinting. It is the responsibility of the Awardee to obtain badges before work begins or prior to delivery. The cost shall be incurred by the Awardee. Documentation, pricing and other information related to the access requirements for the Port of Tampa can be found at: https://www.porttb.com/port-security/

2.15. Employee Verification

Awardee must utilize the U.S. Department of Homeland Security’s E-Verify Systems to verify the employment eligibility of all persons employed during the term of the award to perform employment duties within the State of Florida and all persons, including subcontractors, assigned by Awardee to perform work pursuant to the award.

2.16. Florida Public Records Law

In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all Bidders should be aware that the Bid and the responses thereto are in the public domain and are available for public inspection and copying. If the Bidder is asserting that certain information in its Bid is confidential and/or proprietary and/or exempt from public disclosure, then the Bidder is required to do the following: (1) identify, with specificity, the information which the Bidder asserts is confidential and/or proprietary and/or exempt from public disclosure, (2) place such information (including any applicable electronic media on which such information is contained) in a sealed envelope that is separate from the Bidder's other Bid documents, (3) clearly label the envelope that contains the confidential, proprietary and/or exempt information as follows: "EXEMPT FROM PUBLIC DISCLOSURE" with Bidder's name and the Bid number marked on the outside, and (4) specifically cite the applicable Florida Statute(s) that exempts such information from public disclosure such citation must be placed on the sealed envelope and also on a separate document contained within the sealed envelope along with any relevant explanations. The envelope that contains the Bidder's confidential/proprietary/exempt information must be submitted with the Bidder's other Bid documents. Bidder is advised that failure to follow the aforementioned instructions may result in

Bidder's alleged confidential/proprietary/exempt information being disclosed to the public. All submittals received in response to this Bid will become the property of the City of Tampa and will not be returned. In the event of an award, all documentation produced as part of the contract will become the exclusive property of the City.*

Be aware that the designation of an item as exempt from public disclosure by a Bidder may be challenged in court by any person or entity. By designation of material in your Bid submittal as exempt from public disclosure, Bidder agrees to defend the City of Tampa (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to Bidder's designation of material as exempt from public disclosure and to hold harmless the City of Tampa (and its employees, agents and elected and appointed officials) for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorneys' fees incurred by the City by reason of any claim or action related to your designation of material as exempt from public disclosure.

***Note: The City will not accept Bid submittals when the entire submittal is labeled as exempt from public disclosure. Bidder's References and Cost or Price information will be deemed a public record, and if a claim of confidentiality/proprietary information is made, the City may deem the Bid submittal as "non-responsive".**

In accordance with section 119.071(1)(b)2, Florida Statutes, sealed bids, proposals, or replies received by the City of Tampa pursuant to a competitive solicitation are exempt from section 119.07(1), Florida Statutes and section 24(a), Art. I of the State Constitution until such time as the City of Tampa provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

In accordance with section 119.071(1)(b)3, Florida Statutes, if the City of Tampa rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the City of Tampa concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from section 119.07(1), Florida Statutes and section 24(a), Art. I of the State Constitution until such time as the City of Tampa provides notice of an intended decision concerning the reissued competitive solicitation or until the City of Tampa withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial City of Tampa notice rejecting all bids, proposals, or replies.

The City of Tampa is a public agency subject to Chapter 119, Florida Statutes. In accordance with Florida Statutes, 119.0701, Awardee agrees to comply with Florida's Public Records Law, including the following:

1. Awardee shall keep and maintain public records required by the City to perform the services;
2. Upon request from the City, Awardee shall provide the City with copies of the requested records, having redacted records in total or in part that are exempt from disclosure by law or allow the records to be inspected or copied within a reasonable time (with provision of a copy of such records to the City) 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, Florida Statutes, or as otherwise provided by law;
3. Ensure that public records, in part or in total that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the contract term and following completion (or early termination) of the contract if the Contractor does not transfer the records to the City;
4. Upon completion (or earlier termination) of the award, Awardee shall within 30 days after such event either transfer to the City, at no cost, all public records in possession of the Awardee or keep and maintain the public records in compliance with Chapter 119, Florida Statutes. If Awardee transfers all public records to the City upon completion (or earlier termination) of the award, Awardee shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If Awardee keeps and

maintains public records upon completion (or earlier termination) of the award, Awardee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

5. The failure of Awardee to comply with Chapter 119, Florida Statutes, and/ or the provisions set forth above shall be grounds for immediate unilateral termination of the contract by the City; the City shall also have the option to withhold compensation due Awardee until records are received as provided herein.

IF THE AWARDEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE AWARDEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AWARD, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813/274-8351, https://cityoftampa.govqa.us/WEBAPP/_rs/(S(vibddvcchtrkqdyvbitqictk))/SupportHome.aspx OR MAILING ADDRESS OF PURCHASING DEPARTMENT, CITY CENTER AT HANNA, 2ND FLOOR, 2555 E HANNA AVENUE, TAMPA, FL 33610.

2.17. City of Tampa Ethics Code

The Bidder shall comply with all applicable governmental and city rules and regulations including the City's Ethics Code which is available on the City's website. (City of Tampa Code, Chapter 2, Article VIII. - Section 2-522). Moreover, each Bidder responding to this Invitation to Bid or Request for Proposal acknowledges and understands that the City's Charter and Ethics Code prohibit any City employee from receiving any substantial benefit or profit out of any contract or obligation entered into with the City, or from having any direct or indirect financial interest in effecting any such contract or obligation. The Awardee shall ensure that no City employee receives any such benefit or interest as a result of the award of this Invitation to Bid or Request for Proposal. (City of Tampa Code, Chapter 2, Article VIII Section 2-514(d)).

Please note that the City's Ethics Code may be accessed on the Internet by utilizing the website link http://www.tampa.gov/human-resources/info/lobbyist-information or can be found in the City of Tampa's municipal codes published online by the Municipal Code Corporation at the website link https://www.municode.com/library/fl/tampa/codes/code_of_ordinances. Printed copies of the Ethics Code can also be obtained from the City Clerk's Office for a fee of $0.15 cents a page.

2.18. Indemnification

Contractor/Successful Proposer/Awardee/Firm (collectively the "Firm") releases and agrees to defend, indemnify and hold harmless the City, its officers, elected and appointed officials, employees, and/or agents (collectively, "City Indemnified Parties") from and against any and all losses, liabilities, damages, penalties, settlements, judgments, charges, or costs (including without limitation attorneys' fees, professional fees, or other expenses) of every kind and character arising out of any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character, caused by or resulting from, directly or indirectly, in whole or in part, any act, negligence, recklessness, wrongful misconduct, omission or other conduct of Firm or any tier of subcontractor/subconsultant/ supplier, agent, employee, or anyone for whom Firm may be liable, in connection with, arising directly or indirectly out of the execution or performance of the obligations assumed under or incidental to the document to which this section/article/exhibit is incorporated (singularly or collectively "Claims"), unless such injuries or damages are the result of the sole negligence or willful acts or omissions of the City Indemnified Parties.

Without limiting the foregoing, any and all such Claims, including but not limited to personal injury, disease, sickness, death, damage to property, natural resources, or the environment (including destruction or loss of use, costs of hazardous or toxic substance cleanup and disposal), defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of common law, any applicable law, statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder and, to the extent required, the defined term “Claims”. Firm further agrees to investigate, handle, respond to, provide defense (including without limitation attorney fees, paralegal fees, and expert fees to and through appellate, supplemental, or bankruptcy proceedings) for and defend such Claims at its sole cost and expense through counsel approved in advance and in writing by the City and agrees to bear all other costs and expenses related thereto, even if the Claims are groundless, false, or fraudulent. Firm shall advance or promptly reimburse to the City any and all costs and expenses incurred by a City Indemnified Party in connection with investigating, preparing to defend, settling, or defending any legal proceeding for which the City Indemnified Party is entitled to indemnification hereunder. Firm agrees and recognizes that the City Indemnified Parties shall not be held liable or responsible for Claims which may result from any actions or omissions of Firm in which the City Indemnified Parties participated either through providing data, advice, review, and/or concurrence of Firm’s actions. In reviewing, approving, or rejecting any submissions by Firm or other acts of Firm, the City Indemnified Parties in no way assume or share any responsibility or liability of Firm or any tier of subcontractor/subconsultant/supplier, under the document (hereinafter the “Agreement) to which this section/article/exhibit (hereinafter “Article”) is incorporated.

This obligation is absolute and unconditional and shall in no way be limited by the amount or type of Firm’s insurance coverage, conditioned on any attempt by a City Indemnified Party to collect from an insurer, or subject to any set-off, defense, deduction, or counterclaim that the Contractor might have against the City Indemnified Party. The duty to defend hereunder is independent and separate from the duty to indemnify which shall exist regardless of any ultimate liability of Firm or any City Indemnified Party, and shall arise immediately upon presentation of a Claim and written notice of same being provided to Firm. Firm's defense and indemnity obligations hereunder will survive the Agreement’s expiration or earlier termination. In the event the law is construed to require a specific consideration for this indemnification, the parties agree that the sum of $10.00, receipt of which is hereby acknowledged, is the specific consideration for same and the providing of such indemnification is deemed to be part of the specifications with respect to the services provided by Firm.

Specifically, where the Agreement is a professional services contract with a design professional as defined in Section 725.08, Florida Statutes, this Article shall be limited to Section

725.08. Further, where the Agreement is a construction contract for a public agency or in connection with a public agency’s project per Section 725.06, Florida Statutes, this Article shall be limited to said Section 725.06. Moreover, whenever there appears in the Agreement an indemnification within the purview of Section 725.06, Florida Statutes, the monetary limitation on the extent of the indemnification provided shall be $1 Million Dollars or a sum equal to the total contract price, service cost, or project value whichever is greater.

NOTWITHSTANDING ANYTHING IN THE FOREGOING TO THE CONTRARY, the parties agree that to the extent this Article is found to be in conflict with any provisions of Florida law, it shall be deemed automatically modified in such a manner as to be in full and complete compliance with all such laws, including containing such limiting conditions or limitations of liability and/or not containing any unenforceable or prohibited term or terms, such that this indemnification shall be enforceable in accordance with and to the maximum extent permitted by Florida law.

2.19. Non-Discrimination in Contracting and Employment

The following provisions are hereby incorporated into any contract executed by or on behalf of the City of Tampa. The Awardee shall comply with the following Statement of Assurance:

During the performance of this Award, the Awardee herein assures the City, that said Awardee is in compliance with Title VII of the 1964 Civil Rights Act, as amended, the Florida Civil Rights Act of 1992, and the City of Tampa Code of Ordinances, Chapter 12, in that the Awardee does not on the grounds of race, color, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, familial status, or marital status, discriminate in any form or manner against said Awardee's employees or applicants for employment.

Awardee understands and agrees that this award is conditioned upon the veracity of this Statement of Assurance, and that violation of this condition shall be considered a material breach of this award. Furthermore, the Awardee herein assures the City that said Awardee will comply with Title VI of the Civil Rights Act of 1964 when federal grant(s) is/are involved. This Statement of Assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

Awardee further acknowledges and agrees to provide the City with all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors, suppliers and vendors in connection with this award. Awardee further acknowledges that it must comply with City of Tampa Code of Ordinances, Chapter 26.5, as enacted by Ordinance No. 2008-89.

Per City of Tampa Code of Ordinances, Section 2-284, Bidder(s) are requested to provide information as to whether Bidder(s) has criminal history screenings similar in nature to the practices contained in Chapter 12, Article VI, City of Tampa Code of Ordinances. The City of Tampa's municipal codes are published online by the Municipal Code Corporation at the website link https://www.municode.com/library/fl/tampa/codes/code_of_ordinances.

2.20. Equal Opportunity

The City of Tampa hereby notifies all Bidders that all eligible businesses, including Small Local Business Enterprises (SLBEs), will be afforded a full opportunity to participate in any Award made by the City of Tampa pursuant to this present proposal matter and will not be subjected to discrimination on the basis of race, color, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, familial status, or marital status. The City of Tampa prohibits any person involved in City of Tampa contracting and procurement activities, to discriminate on the basis of race, color, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, familial status, or marital status.

3. Technical Specifications

The City of Tampa is seeking qualified vendors to furnish and deliver new bed frames, box springs, and protective encasements for use at Tampa Fire Rescue stations.

All products furnished under this solicitation shall be new, unused, free from defects, and suitable for their intended use in a fire station environment.

Products shall meet or exceed the minimum specifications outlined herein. Brand names and manufacturer model numbers are provided to establish the desired quality, design, and performance characteristics. Equivalent products may be considered in accordance with the solicitation's General Conditions.

All items shall be delivered in accordance with the delivery requirements specified herein.

3.1. Twin Extra Long (XL) Box Spring

Specified Product: AMAZ Box Spring

Assembler: United Mattress Materials

Manufacturer Product No.: amzxlptbx

Estimated Quantity: Eight (8) Each

Minimum Specifications:

1. Twin Extra Long (XL) size, measuring 38 inches wide by 80 inches long.
2. Nine-inch (9") high-profile wood foundation.
3. Foundation covered with ticking material matching the mattress.
4. Equipped with a dust cover and insulator pad.
5. Plastic corner guards installed on each corner of the frame.
6. Individually wrapped for protection during transportation and delivery.
7. Minimum ten-year (10) limited manufacturer's warranty.

3.2. Twin Extra Long (XL) Bed Frame

Specified Product: Standard Insta-Lock Frame with Glides

Manufacturer: Rize Manufacturing Company

Manufacturer Product No.: I-126Q

Estimated Quantity: Ten (10) Each

Minimum Specifications:

1. Designed to accommodate a Twin Extra Long (XL) mattress and box spring.
2. Heavy-duty metal frame construction.
3. Bolt-on headboard brackets.
4. Side and center rails measuring approximately 1-1/4 inches by 1-1/4 inches.
5. Keyhole slots for secure assembly and sizing adjustments.
6. Five-leg support configuration.
7. Two-inch (2") plastic glides for stability and floor protection.
8. No wheels or casters.
9. Individually boxed.
10. Limited lifetime manufacturer's warranty.
11. Dimensions of 70 inches long by 60 inches wide by 7.5 inches high.

3.3. Box Spring Bed Bug Encasement

Estimated Quantity: Thirty (30) Each

Minimum Specifications:

1. Designed specifically for a Twin Extra Long (XL) box spring.
2. Sized to accommodate a box spring measuring 38 inches wide by 80 inches long by 9 inches high.
3. Waterproof and anti-allergy protective construction.
4. Designed to prevent bed bug entry into or escape from the enclosed box spring.
5. Full-coverage encasement that completely encloses the box spring.
6. Durable construction suitable for routine use in fire station sleeping quarters.
7. New and individually packaged.

3.4. Mattress Bed Bug Encasement

Estimated Quantity: One Hundred (100) Each

Minimum Specifications:

1. Designed specifically for a Twin Extra Long (XL) mattress.
2. Sized to accommodate a mattress measuring 38 inches wide by 80 inches long by 14 inches high.
3. Waterproof and anti-allergy protective construction.
4. Designed to prevent bed bug entry into or escape from the enclosed mattress.
5. Full-coverage encasement that completely encloses the mattress.
6. Durable construction suitable for routine use in fire station sleeping quarters.
7. New and individually packaged.

3.5. Product Equivalency

The City may consider equivalent products that meet or exceed the minimum technical specifications.

Vendors proposing equivalent products shall identify the manufacturer, brand name, model number, and any differences between the proposed product and the specified product.

The City reserves the right to determine whether proposed equivalent products meet the minimum requirements of this solicitation.

3.6. Product Documentation

Bidders shall provide manufacturer product literature, specification sheets, or other supporting documentation sufficient to verify compliance with the minimum technical specifications.

Documentation shall identify, where applicable:

1. Manufacturer and product model number.
2. Product dimensions and construction materials.
3. Product features and performance characteristics.
4. Manufacturer warranty information.
5. Any deviations from the specified requirements.

Failure to provide sufficient information to establish product compliance may result in the proposed product being deemed nonresponsive, subject to the solicitation's applicable requirements.

3.7. Delivery Requirements

All items shall be delivered within thirty (30) calendar days After Receipt of Order (ARO).

Delivery Location:

City of Tampa – Tampa Fire Rescue
3507 E. 21st Avenue
Tampa, FL 33605

Delivery requirements shall include the following:

1. All items shall be shipped Freight on Board (FOB) Destination.
2. All freight, shipping, handling, and delivery charges shall be included in the quoted unit prices.
3. The Awardee shall coordinate delivery with the City's designated representative.
4. All products shall be properly packaged and protected against damage during transportation.
5. Deliveries shall occur during hours coordinated with the City's designated representative.
6. Partial deliveries shall require prior authorization from the City.

3.8. Damaged or Defective Products

All products shall be delivered free from defects, damage, or deficiencies.

Products received damaged, defective, or not meeting the approved specifications shall be replaced by the Awardee at no additional cost to the City.

The Awardee shall be responsible for all associated replacement costs, including shipping, handling, and transportation.

3.9. Warranty Requirements

All products shall be covered by the applicable manufacturer's warranty.

The Awardee shall provide warranty documentation upon request and assist the City with resolving warranty-related issues.

The minimum warranty requirements for specified products shall be:

- Twin XL Box Spring: Ten-year (10) limited warranty.
- Twin XL Bed Frame: Limited lifetime warranty.
- Protective Encasements: Applicable manufacturer's warranty.

3.10. Pricing Requirements

Bidders shall provide a **firm, fixed unit price** for each item listed in the Price Proposal.

All quoted prices shall include applicable freight, shipping, handling, packaging, and delivery costs necessary to furnish the products in accordance with the solicitation.

All proposed unit prices shall remain firm and fixed for a period of twelve (12) months from the effective date of the resulting agreement. No price increases or adjustments shall be permitted during this period.

No additional charges shall be permitted unless expressly authorized in writing by the City.

3.11. Acceptance of Products

All delivered products shall be subject to inspection and acceptance by the City of Tampa.

The City reserves the right to reject any products that do not conform to the approved specifications, are damaged, or are otherwise unsuitable for their intended use.

Acceptance shall occur only after the City has verified that the delivered products comply with the requirements of this solicitation.

4. Price Proposal

Prices submitted will be for a 12-month term

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	AMAZ Box Spring	8	Each		
2	Twin Extra Long Bed Frame	10	Each		
3	Box Spring Bed Bug Encasement	30	Each		

Columns

4	Mattress Bed Bug Encasement	100	Each
	Total		

5. Vendor Questionnaire

1. Authorized Representative’s Information*

Please include the following information regarding your Authorized Representative:

- Name
- Title
- Mailing Address
- Telephone Number
- Email Address

Enter response

*Response required

2. Business License*

Is your business licensed (unless exempt by applicable law), permitted and certified to do business in the State of Florida?

- ☐ Yes
- ☐ No

*Response required

When equals "Yes"

2.1. License Number*

Enter your Florida Business License Number here.

Enter response

*Response required

3. Public Record Declaration or Claim of Exemption*

As a Bidder, any document you submit to the City of Tampa may be public record and be open for personal inspection or copying by any person. In Florida “public records” are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), F.S. A document is subject to personal inspection and copying unless it falls under one of the public records exemptions created under Florida law.

Do you claim any exemptions from the public records laws?

- ☐ Yes
- ☐ No

*Response required

When equals "Yes"

3.1. Exemption form Public Records Law and Agreement to Indemnify and Defend the City of Tampa*

Upload a redacted copy of your submittal. Include statutory citations for applicable exemptions under the law.

By claiming that parts of the bid are exempt from the public records law, and uploading a redacted copy, the Bidder agrees to protect, defend, indemnify, and hold the City of Tampa, its officers, employees, and agents free and harmless from and against any and all claims arising out of a request to inspect or copy the bid. The Bidder agrees to investigate, handle respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the City of Tampa and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent.

*Response required