

SUBMIT BID TO:

CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
7525 NW 88TH AVENUE
TAMARAC, FL 33321
954-597-3570

**INVITATION FOR BID
Bidder Acknowledgement**

BID NO.: **17-06B**
BID TITLE: **FIRE BATTALION CHIEF VEHICLE**
BID OPENING DATE/TIME: **THURSDAY JANUARY 5, 2017, AT 3:00 P.M.**
BUYER NAME: **Keith K. Glatz, CPPO**
BUYER PHONE: **954-597-3567**
BUYER EMAIL: **keith.glatz@tamarac.org**
PRE-BID CONFERENCE/SITE INSPECTION: **None**
BONDING: **Not required for this bid.**

GENERAL CONDITIONS

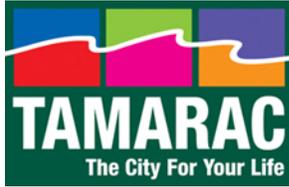
THESE INSTRUCTIONS ARE STANDARD FOR ALL BIDS FOR COMMODITIES/SERVICES ISSUED BY THE CITY OF TAMARAC. THE CITY OF TAMARAC MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR BID BY INDICATING SUCH CHANGE IN THE INSTRUCTIONS TO BIDDERS, IN THE SPECIAL CONDITIONS OF THE BID, OR IN THE SPECIFICATIONS/STATEMENT OF WORK. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THESE GENERAL CONDITIONS SHALL PREVAIL OVER THESE GENERAL CONDITIONS AND ANY CONFLICTING PROVISION WITHIN ANY VENDOR'S STANDARD TERMS AND CONDITIONS REGARDLESS OF ANY LANGUAGE IN VENDOR'S DOCUMENTATION TO THE CONTRARY.

SEALED BIDS

THIS FORM SHOULD BE EXECUTED AND SUBMITTED WITH ALL BID FORMS IN A SEALED ENVELOPE. THE FACE OF THE ENVELOPE SHALL CONTAIN THE ABOVE ADDRESS, THE BID NUMBER AND THE BID TITLE. BIDS NOT SUBMITTED ON THE ATTACHED BID FORM MAY BE DEEMED NON-RESPONSIVE. ALL BIDS ARE SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. THOSE BIDS THAT DO NOT COMPLY WITH THESE CONDITIONS MAY BE DEEMED NON-RESPONSIVE.

BIDDER COMPANY NAME: _____
COMPANY ADDRESS: _____
COMPANY PHONE: _____
NAME OF AUTHORIZED AGENT: _____
TITLE OF AUTHORIZED AGENT: _____
AUTHORIZED AGENT EMAIL ADDRESS: _____
BIDDER TAXPAYER ID OR SOCIAL SECURITY NUMBER: _____
SIGNATURE OF AUTHORIZED AGENT: _____

I certify that this Bidder Acknowledgement is made without prior understanding, agreement or connection with any corporation, firm or person submitting a Bid for the same commodities and/or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid as an agent for the Bidder.



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Our Vision and Mission

Our Vision: The City of Tamarac, our community of choice -- leading the nation in quality of life through safe neighborhoods, a vibrant economy, exceptional customer service and recognized excellence.

Our Mission: We Are "Committed to Excellence. . . Always" It is our job to foster and create an environment that

*Responds to the Customer
Creates and Innovates
Works as a Team
Achieves Results, and
Makes a Difference*

In the fulfillment of our vision and mission, as stewards of the public trust, we value vision, integrity, efficiency and quality service.

Our vendors are truly partners in meeting these commitments to the community, and in support of that vision and mission, we are committed to ensuring that qualified, competitive vendors who share our commitment to quality, efficiency, teamwork and customer service are employed to provide goods and services to the City. Our vendors are expected to deliver high quality products and efficient service that is provided on time and as ordered; in a manner that improves the overall value of the services that the City provides to its residents. In addition, we expect our vendors to work with the City as a team, and exhibit the highest level of integrity when dealing with any office or department of the City.

Diligence in the execution of the requirements of this proposal will ultimately contribute to the overall quality of services provided to the entire community. The City is searching for a firm who will exemplify these ideals in the execution of their work, and the successful firm will be measured against the performance standards outlined in this bid invitation.

INTRODUCTION

It is the intent of the City to award this bid to the lowest responsible and responsive Bidder. The City reserves the right to accept or reject any or all bids and to waive any informality concerning the bids when such rejection or waiver is deemed to be in the best interest of the City. The City reserves the right to award the bid on a split order basis, lump sum or individual item basis unless otherwise stated, whichever is in the best interest of the City.

This solicitation is issued pursuant to the City of Tamarac Code, Chapter 6, "Finance & Taxation", Article V, "Purchasing Procedures", Section 6-141 et seq.

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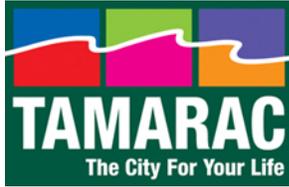
GENERAL TERMS AND CONDITIONS

These general terms and conditions apply to all offers made to the City of Tamarac by all prospective Bidders including but not limited to Request for Quotes, Invitation for Bids and Request for Proposals. As such the words "bid" and "proposal" are used interchangeably in reference to all offers submitted by prospective Bidders. Any and all special conditions in this IFB or any sample agreement document that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

1. SUBMISSION OF THE BID

The Bidder is directed to deliver sealed bids to the City of Tamarac, Purchasing Division, 7525 N. W. 88th Avenue, Room 108, Tamarac, Florida 33321, no later than the date and time specified on the cover page of this solicitation document. At this time the bids will be opened, the names of all Bidders will be announced and all bids shall become a matter of public record. All Bidders and their representatives are invited to attend. The Bidder must show the bid number, bid name, time and date of the bid opening on the outside of the sealed bid package. Delivery of the sealed bids to the Purchasing Office on or before the above date is solely and strictly the responsibility of the Bidder. Late bids will be returned unopened to the Bidder.

It is the Bidder's responsibility to read and understand the requirements of this bid. Unless otherwise specified, the Bidder must use the bid form furnished in the bid document. The Bidder is requested to submit **one (1) original and two (2) copies** of the bid. **The original bid must be manually and duly signed in ink by a Corporate Officer, Principal, or Partner with the authority to bind the bidding company or firm by his/her signature. Additionally, an electronic copy of the bid response must be provided along with the bid response. The electronic version shall be in a pdf format, and shall be loaded on a USB flash drive or CD.** All bid forms must be typewritten or completed in ink. The Bidder must initial any erasures



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or corrections in ink. All bids shall be submitted in the English language. All prices, terms and conditions quoted in the submitted bid shall be expressed in U.S. Dollars, and will be firm for acceptance for sixty (60) calendar days from the date of the bid opening unless otherwise stated by the City.

The Bidder preparing a bid in response to this solicitation shall bear all expenses associated with its preparation. The Bidder shall prepare a bid with the understanding that no claim for reimbursement shall be submitted to the City for expenses related to its preparation.

The City reserves the right to charge a non-refundable fee for the purchase of a solicitation document, and / or for project plans related to the solicitation. Such requirement will be specified on the cover page of this document if it is applicable to this solicitation. Payment of such fee to the City shall be required in order for a bidder to be considered for the award of an agreement as a result of this solicitation.

2. BID DEPOSIT

When required on the cover page, a bid deposit or bid surety bond in the amount specified shall accompany the bid. Bid deposits shall be in the form of cash, certified check or cashier's check, drawn on a responsible bank doing business in the United States, and shall be made payable to the City of Tamarac. In lieu of a bid deposit, a bid surety provided by a firm licensed to business in the State of Florida shall be provided to the City. Any bid deposits will be returned to the Bidders at the time of contract award. The bid deposit of the successful vendor shall be returned upon receipt of acceptable Performance and/or Payment bonds.

3. BONDING

When required by the specification herein, the successful Bidder shall furnish a Performance and Payment bond, and/or Warranty bond, as stated on the cover page of this solicitation, on the City's forms, within fifteen (15) calendar days after notification of contract award. Failure to furnish the required bonds within the time specified may be cause for rejection of the bid and any bid deposit may be retained by the City as liquidated damages and not as a penalty. Said sum shall be a fair estimate of the amount of damages the City would sustain due to Bidder's failure to furnish said bonds.

Pursuant to the requirements of Chapter 255.05 (1) (b), Florida Statutes, the Contractor shall ensure that the Bond or Bonds referenced above shall be recorded in the Public records of Broward County. Proof of recording must be submitted to the City prior to issuance of a purchase order. One (1) set of originals is required.

4. WITHDRAWAL OF BID

Any Bidder may withdraw its bid prior to the indicated opening time. The request for withdrawal must be submitted in writing to the Purchasing Office.

5. PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for 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 the 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 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 Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

6. NON-COLLUSIVE AFFIDAVIT

Each Contractor shall complete the Non-Collusive Affidavit Form and shall submit this form with the bid/proposal. The City considers the failure of the Contractor to submit this document to be a major irregularity, and may be cause for rejection of the Proposal.

7. CONFLICT OF INTEREST

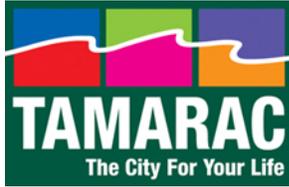
The award hereunder is subject to the provisions of Chapter 112 of the State of Florida Statutes. Bidders shall disclose the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the City or any of its agencies. Further, all Offerors must disclose the name of any officer or employee of City who owns, directly or indirectly, an interest of five percent (5%) or more in the Offeror's firm or any of its branches or affiliate companies. Furthermore, bidder shall not enter into any employment relationship with any individual or firm that creates a potential conflict of interest, or may present an opportunity for the inappropriate sharing of inside information or proprietary information related to this bid.

8. QUANTITIES

Quantities shown are estimates only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contract. The City reserves the right to decrease or increase quantities or add or delete any item from the contract if it is determined that it best serves the interests of the City.

9. PRICES, PAYMENTS, DISCOUNTS & ELECTRONIC PAYMENTS

Firm Pricing: Bid prices shall be fixed and firm to the extent required under Special Conditions. In the absence of a reference in the Special Conditions, bid



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prices shall be fixed and firm for a period of sixty (60) calendar days, or ninety (90) calendar days when the contract must be approved by another agency. Payment will be made only after receipt and acceptance of materials/services. Cash discounts may be offered for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation.

Prompt Payment Discounts: Bidders are encouraged to provide prompt payment terms in the space provided on the Bid Form. If no payment discount is offered, the Bidder shall enter zero (0) for the percentage discount to indicate net 30 days. If the Bidder does not enter a percentage discount, it is understood and agreed that the payment terms shall be 2% 10 days, net 30 days effective on the date that the City receives an accurate invoice or accepts the product, whichever is the later date. Payment is deemed made on the date of the mailing of the check. All payments shall be governed by the *Local Government Prompt Payment Act*, F.S. Chapter 218.

***** **IMPORTANT NOTE** *****

Payments by Electronic Funds Transfer: ALL payments by the City will be made by Direct Deposit (ACH) via electronic funds transfer. No paper checks will be issued after that date. Vendors must register for direct deposit with the City prior to receiving any payments by providing a "City of Tamarac Consent for Direct Deposit" form (ACH Form) to the City's Financial Services Accounting Division. The form may be accessed on the City of Tamarac web-site at <http://www.tamarac.org/index.aspx?NID=622>. Please contact the Purchasing & Contracts Division at the number shown on this solicitation document herein as the first point of contact for more information.

10. DELIVERY

All items shall be delivered F.O.B. destination to a specific City address. All delivery costs and charges must be included in the bid price. The City reserves the right to cancel orders or any part thereof, without obligation if delivery is not made at the time specified in the bid.

11. MANUFACTURER'S NAME & APPROVED EQUIVALENTS

Manufacturer's name, trade name, brand name information and/or model/catalog numbers are used in these specifications for information and establishment of a quality level desired, and are not intended to restrict competition unless otherwise specified in the bid. The Bidder may offer any brand which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model/catalog number. Bidder shall submit complete descriptive literature and/or specifications with the bid. The burden of proof

for specification compliance is solely on the Bidder. The City reserves the right to be the sole judge of what is equal and acceptable. Failure to provide this information within three (3) business days of the City's request may be grounds for bid disqualification. If Bidder fails to name a substitute, it will be assumed that the Bidder has submitted a bid which conforms in all aspects to the requirements of the bid document, and that the Bidder intends to furnish goods identical to the bid standard.

12. SAMPLES AND DEMONSTRATIONS

When requested, samples are to be furnished free of charge to the City. If a sample is requested it must be delivered within seven days of the request unless otherwise stated in the bid. Each sample must be marked with the Bidder's name and manufacturer's brand name. The City will not be responsible for returning samples. The City may request a full demonstration of any product or service before the award of a contract. All demonstrations will be done at the expense of the Bidder.

13. BACKGROUND INVESTIGATION

As a part of the Bid evaluation process, the City may conduct a background investigation including a criminal record check of Bidder's officers and/or employees, by the Broward County Sheriff's Office. Bidder's submission of a bid constitutes acknowledgement of and consent to such investigation. City shall be the sole judge in determining Bidder's qualifications.

14. CONDITIONS OF MATERIALS

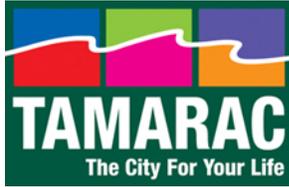
All materials and products supplied by the Bidder in conjunction with this bid shall be new, warranted for their merchantability, fit for a particular purpose, free from defects and consistent with industry standards. The products shall be delivered to the City in excellent condition. In the event that any of the products supplied to the City are found to be defective or do not conform to the specifications, the City reserves the right to return the product to the Bidder at no cost to the City. Successful Bidder shall furnish all guarantees and warranties to the Purchasing Division prior to final acceptance and payment. The warranty period shall commence upon final acceptance of the product.

15. COPYRIGHTS OR PATENT RIGHTS

The Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. The seller agrees to hold the City harmless from all liability, loss or expense occasioned by any such violation.

16. SAFETY STANDARDS

The Bidder warrants that the product(s) supplied to the City conform with all respects to the standards set forth in the Occupational Safety and Health Act of 1970 as amended, and shall be in compliance with Chapter 442, Florida Statutes as well as any industry standards, if



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applicable. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

17. PERFORMANCE

Failure on the part of the Bidder to comply with the conditions, terms, specifications and requirements of the bid shall be just cause for cancellation of the bid award, notwithstanding any additional requirements enumerated in the Special conditions herein relating to performance based contracting. The City may, by written notice to the Bidder, terminate the contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

18. INSPECTION

The City shall have the right to inspect any materials, components, equipment, supplies, services or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the City. Any items rejected shall be removed from the premises of the City and/or replaced at the entire expense of the successful vendor.

19. TERMINATION

a. DEFAULT: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

b. TERMINATION FOR CONVENIENCE OF CITY: Notwithstanding any additional requirements for performance based contracting contained in the special conditions herein, the final Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

c. FUNDING OUT: This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

20. ASSIGNMENT

The Bidder shall not transfer or assign the performance required by this bid without the prior written consent of the City. Any award issued pursuant to this bid and monies that may become due hereunder are not assignable except with prior written approval of the City.

21. EMPLOYEES

Employees of the Bidder shall at all times be under its sole direction and not an employee or agent of the City. The Bidder shall supply competent and physically capable employees. The City may require the Bidder to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Bidder shall be responsible to the City for the acts and omissions of all employees working under its directions.

22. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

23. TAXES

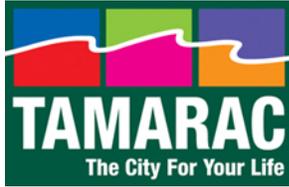
The City of Tamarac is exempt from all Federal, State, and Local taxes. An exemption certificate will be provided where applicable upon request.

24. OMISSION OF DETAILS

Omission of any essential details from these specifications will not relieve the Bidder of supplying such product(s) as specified.

25. INSURANCE REQUIREMENTS

Bidder agrees to, in the performance of work and services



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under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to Contractor, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.

When performing work on the City's property, Bidder shall obtain at Bidder's expense all necessary insurance in such form and amount as required by the City's Risk & Safety Officer before beginning work under this Agreement. Bidder shall maintain such insurance in full force and effect during the life of this Agreement. Bidder shall provide to the City's Risk & Safety Officer certificates of all insurance required under this section prior to beginning any work under this Agreement. Bidder shall indemnify and save the City harmless from any damage resulting to it for failure of either Bidder or any subcontractor to obtain or maintain such insurance. The following are required types and minimum limits of insurance coverage, which the Bidder agrees to maintain during the term of this contract:

Insurance Requirements		
Line of Business/ Coverage	Occurrence	Aggregate
	Limits	
Commercial General Liability Including: Premises/Operations Contractual Liability Personal Injury Explosion, Collapse, Underground Hazard Products/Completed Operation Broad Form Property Damage Cross Liability and Severability of Interest Clause	\$1,000,000	\$1,000,000
Automobile Liability	\$1,000,000.00	\$1,000,000.00
Workers' Compensation & Employer's Liability	Statutory	

The City reserves the right to require higher limits depending upon the scope of work under this Agreement. Neither Bidder nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Bidder will ensure that all subcontractors will comply with the above guidelines and will maintain the necessary coverage throughout the term of this Agreement.

All insurance carriers shall be rated at least A-VII per A.M. Best's Key Rating Guide and be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days notice prior to cancellation.

The Bidder's liability insurance policies shall be endorsed to add the City of Tamarac as an "additional insured". The Bidder's Worker's Compensation carrier will provide a Waiver of Subrogation to the City. The Bidder shall be responsible for the payment of all deductibles and self-insured retentions.

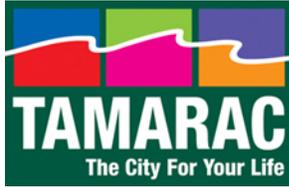
The City may require that the Bidder purchase a bond to cover the full amount of the deductible or self-insured retention. If the Bidder is to provide professional services under this Agreement, the Bidder must provide the City with evidence of Professional Liability insurance with, at a minimum, a limit of \$1,000,000 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance.

26. INDEMNIFICATION

The Bidder shall indemnify and hold harmless the City of Tamarac, its elected and appointed officials and employees from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Bidder or his Subcontractors, agents, officers, employees or independent contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City of Tamarac or its elected or appointed officials and employees. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.

27. INDEPENDENT CONTRACTOR

An Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a



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separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

28. CLARIFICATION & ADDENDA

Where there appears to be variances or conflicts between the General Terms and Conditions and the Special Conditions and/or Detailed Specifications outlined in this bid, the Special Conditions and/or the Detailed Specifications shall prevail.

The Bidder shall examine all bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. If, upon review, any material errors in specifications are found, the Bidder shall contact the Purchasing Office immediately. Any inquiries, suggestions, requests concerning clarification, or requests for additional information shall be submitted in writing to the Purchasing and Contracts Manager.

The City of Tamarac reserves the right to amend this bid prior to the Bid opening date indicated by written addenda. Written addenda shall serve as the sole means of clarification. The City shall not be responsible for oral interpretations given by any City employee or its representative.

**** **SPECIAL NOTE -- Addendums will only be issued electronically through the City's web-site. Vendors will be notified of the availability of new solicitations and addendums via e-mail or text message (per the vendor's choice). It is essential that all vendors receiving a bid or proposal either download the document from the City's web-site, or register as a plan holder. All bidders / proposers must visit <http://www.tamarac.org/bids.aspx>, and select the "NOTIFY ME" icon. This action will take the bidder/proposer to the "Notify Me" page. Once on the "Notify Me" page, enter the appropriate e-mail address to which notifications of solicitations and addendums should be sent. Bidders and proposers may also request notification by text message at this time. Upon completion of this process, a confirming e-mail will be sent to the individual who registered. You must click on the link provided to confirm registration for solicitation documents and addendums. Regardless of the means of transmission of an Addendum it is the responsibility of the bidder or proposer to insure that they have received all addendums issued for a solicitation prior to submitting a response. ******

29. BID TABULATION

Bidders may download the bid tabulation directly from the Internet at <http://www.tamarac.org/bids.aspx>. The City does not notify unsuccessful Bidders of contract awards.

Pursuant to Florida Statute Chapter 119, Section 071 (1), sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to F.S. §119.071(1) (b) (2), or within 30 days after bid/proposal opening, whichever is earlier.

30. RECORDS/AUDITS

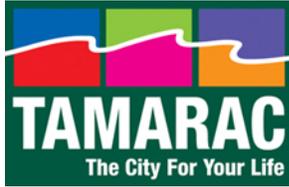
30.1 The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

30.1.1 Keep and maintain public records required by the City in order to perform the service;

30.1.2 Upon request from the City's custodian of public records, provide the public agency 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.

30.1.3 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 contractor does not transfer the records to the City.

30.1.4 Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. 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



SUBMIT BID TO:

CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
7525 NW 88TH AVENUE
TAMARAC, FL 33321
954-597-3570

technology systems of the City.

30.2 During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

31. UNBALANCED BIDS

When a unit price bid has variable or estimated quantities, and the bid shows evidence of unbalanced bid pricing, such bid may be rejected.

32. UNIT PRICES

Where a discrepancy between unit price and total price is indicated on a Bidder's submitted Schedule of Bid Prices or Price Proposal Form, the unit prices shall prevail.

33. VENUE

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

34. FORM AGREEMENT DOCUMENT

The City may attach as a part of this solicitation, a Form Agreement document. Bidders shall be responsible for complying with all of the terms and conditions of the Form Agreement document if included herein, except where variant or conflicting language may be included in any Special Conditions contained herein. Bidders shall note any deviation or variance with the Form Agreement document at the time of bid submission.

35. OTHER GOVERNMENTAL ENTITIES

If a Bidder is awarded a contract as a result of this Invitation for Bid, Bidder will, if Bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the Invitation for Bid and resulting contract. Prices shall be F.O.B. Destination to the requesting agency.

36. BUDGETARY CONSTRAINTS

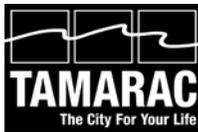
In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for

the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

37. PUBLIC RECORDS CUSTODIAN

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

**CITY CLERK
7525 NW 88TH AVENUE
ROOM 101
TAMARAC, FL 33321
(954) 597-3505
CITYCLERK@TAMARAC.ORG**



**CITY OF TAMARAC
INVITATION FOR BID
BID NO. 17-06B**

Sealed bids, addressed to the Purchasing and Contracts Manager of the City of Tamarac, Broward County, Florida, will be received in the Purchasing Office, 7525 NW 88th Avenue, Tamarac, Florida 33321-2401 until **Thursday, January 5, 2017 at 3:00 p.m.**, at which time bids will be publicly opened and announced for:

FIRE-RESCUE BATTALION CHIEF VEHICLE

All bids received after the date and time stated above will be returned unopened to the Bidder. All Bidders are invited to attend the opening.

The City of Tamarac is hereby requesting Competitive Sealed Bids from qualified vendors, to provide a Custom Fire-Rescue Battalion Chief Vehicle, as per the conditions and specifications contained in this document.

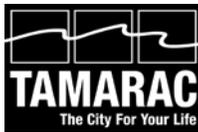
One original sealed bid shall be submitted on an official bid form furnished with the Invitation For Bid package and those submitted otherwise will not be considered responsive. The submittal shall be plainly marked **Bid No. 17-06, Battalion Chief Vehicle opening on Thursday, January 5, 2016 at 3:00 p.m.** on the outside of the envelope.

The City reserves the right to accept or reject any or all bids, or any part of any bids, to waive any informalities, and to award in the best interest of the City of Tamarac.

Bid documents will be available for review and may be obtained from the Purchasing Office at the above address or may be downloaded at www.tamarac.org.

For non-technical inquiries, contact the Purchasing Office at (954) 597-3567; and for technical issues, contact Vince Sciacca at (954) 597-3730.

Keith K. Glatz, CPPO
Purchasing & Contracts Manager



SPECIAL CONDITIONS

IFB NO.17-06B

The City of Tamarac is hereby requesting Competitive Sealed Bids from qualified vendors, to supply a Custom Fire-Rescue Battalion Chief Vehicle meeting all relevant United States and Florida Department of Transportation requirements as may be applicable.

In order to be considered for this project, the vendor must meet the following conditions:

- a. Be the manufacturer or authorized dealer for the equipment being quoted.
- b. Be able to provide factory authorized service for the equipment being quoted.

1. ORDER CONFIRMATION

An order confirmation listing complete specifications of the vehicle(s) to be provided shall be sent to the City of Tamarac, Purchasing Division within (7) calendar days of the date of issuance of the purchase order

2. COMPLIANCE WITH SPECIFICATIONS

All items shall be delivered in exact compliance with specifications. Failure to comply to the specifications shall be considered grounds for the City to seek remedy. Remedy may include, but not be limited to, withholding of payment, or retention of a percentage of payment for errors or omissions on the part of the contractor, of up to ten percent (10%) of the value of the vehicle(s).

3. EXCEPTIONS TO SPECIFICATIONS:

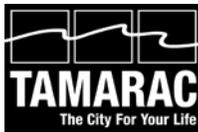
The City of Tamarac reserves the right to waive minor deficiencies, informalities or technical variances, which by their nature are restrictive to a specific manufacturer, if in its judgment, it would be in the best interest of the City to do so, and it would not prejudice the rights of other bidders.

3.1 The determination of whether-or-not a substitute offered is in fact equal to the item specified and is acceptable as an alternate shall be made at the absolute discretion of the City. Requests for consideration of an or equal status for substitutes must be submitted to the Purchasing Division no less than (7) calendar days prior to the bid opening.

4. DELIVERY:

Delivery shall be made within **(120)** calendar days of the receipt of a Purchase Order. All units to be delivered F.O.B. Destination, to the City of Tamarac. Pre-delivery services must be performed in accordance with the manufacturer's recommendations and shall include thorough cleaning, vacuuming, of the vehicles interior and washing of vehicle(s) exterior and windows.

Delivery shall be coordinated with the Public Works Fleet Supervisor. Vendor must contact the Fleet Supervisor at least (7) calendar days prior to anticipated delivery date to



make all delivery arrangements. Vehicles shall be delivered to:

Public Services Department
 Fleet Division
 6011 Nob Hill Road
 Tamarac, FL 33321
 Attn: Vince Sciacca, Fleet Supervisor (954) 597-3730

5. REQUIREMENTS AT TIME OF DELIVERY:

The contractor shall be required to provide the following at the time of delivery:

- 5.1 Vendors invoice showing City of Tamarac purchase order number.
- 5.2 Standard service policy filled-out and signed by the authorized dealer.
- 5.3 A Certificate of Origin completed with all required information.
- 5.4 State of Florida Department of Highway Safety and Motor Vehicles Application for Certificate of Title with/without registration filled-in as follows:

City of Tamarac
 7525 NW 88th Ave
 Finance Department, Room 100
 Tamarac, FL 33321

- 5.5 A temporary State of Florida tag, in duplicate, registered to the address shown in section 6.4 must accompany each vehicle.
- 5.6 State of Florida Odometer Disclosure Statement:
 Adherence to all of the aforementioned procedures is mandatory. Failure to abide by any of the provisions will result in rejection of the subject vehicle until such time as the provisions are met. In order to prevent any delays in the acceptance of the new vehicles, and to assure payment as soon as possible, contractors are reminded to comply with all provisions.

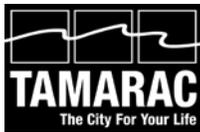
6. INQUIRIES:

All contractual inquiries shall be directed to the Purchasing & Contracts Manager at the telephone number shown below. Technical inquiries may be directed to the Fleet Supervisor, Fleet Division, via the Purchasing Division.

- 6.1 Purchasing Division: (954) 597-3567
- 6.2 Fire Rescue Dept.: (954) 597-3806
- 6.3 Fleet Division: (954) 597-3730

7. PRICING:

Please provide pricing for each item shown herein. Bid price must be all inclusive and include, but not be limited to, cost of vehicles, modifications, delivery and all miscellaneous expenses. No changes in pricing will be allowed after the issuance of a purchase order.



8. BASIS FOR AWARD

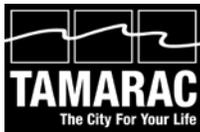
Except where the City exercises the right reserved herein to reject any or all bids and subject to the restrictions stated herein above, the Bid shall be awarded by the City to the Bidder who has submitted the lowest responsible and responsive bid for the vehicle as specified. No additional consideration will be given for a newer model year.

9. WARRANTY:

Manufacturer's standard warranty must be furnished with each new vehicle. Vehicle warranty shall be equal to or exceed that offered to the general public on similar regular production models. The manufacturer's warranty shall become effective on the day that the new vehicle is actually put into service by the City. Vehicles shall be new (unused), current models, completely prepared by dealer for delivery in accordance with manufacturer's specifications. It shall be the responsibility of the contractor (firm to which contract is awarded by the City Commission) to furnish the warranty documentation imprinted with the name of the "City of Tamarac". It will be the further responsibility of the contractor to insure that the Fleet Supervisor is kept apprised of all information concerning warranty, service manuals, service bulletins, recall notices, and service schooling available

Seller warrants that all goods and services furnished hereunder will conform in all respects to the terms of this solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Seller warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The City may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Seller's risk and expense. Acceptance shall not relieve the Seller of its responsibility.

Bidder shall provide detailed information concerning warranties of commercially acceptable quality, function, performance, service, parts or any other warranties offered along with bid. Bidder may utilize spaces provided below to detail type of warranties, duration of warranties and other pertinent information. Submit and refer to additional sheets as required.



VEHICLE SPECIFICATIONS

IFB NO. 17-06B

BATTALION CHIEF VEHICLE PROVISIONS

The following Vehicle Provisions shall apply to the purchase made herein.

- 1.0 The Vehicle must be of the manufacturer's current models in production at the time of delivery.
- 2.0 Warranty:
Manufacturer's standard warranty must be furnished with each new vehicle. Vehicle warranty shall be equal to or exceed that offered to the general public on similar regular production models. The manufacturer's warranty shall become effective on the day that the new vehicle is actually put into service by the City. The vehicle shall be new (unused), current models, completely prepared by dealer for delivery in accordance with manufacturer's specifications. It shall be the responsibility of the contractor (firm to which contract is awarded by the City Commission) to furnish the warranty card imprinted with the name of the "City of Tamarac". It will be the further responsibility of the contractor to insure that the Fleet Supervisor is kept apprised of all information concerning warranty, service manuals, service bulletins, recall notices, and service schooling available.

In addition;

Apparatus Body: Shall have a structural warranty against defects in materials and workmanship for a minimum of ten (10) years, which takes effect at the time of delivery.

Paint Warranty: Shall have a finished paint warranty against defects in materials and workmanship for a minimum of five (5) years, which takes effect at the time of delivery.

Apparatus Electrical Warranty: Shall have an electrical system warranty against defects in materials and workmanship for a minimum of two (2) years, which takes effect at the time of delivery.

3.0 Equipment:

Unless stated to the contrary in the invitation for bid, the vehicle *must* be in compliance with the following criteria:

- 3.1 Specifications: Unless specifically permitted in the body of the invitation for bid, the vehicle must be equipped with all of the manufacturer's equipment advertised as standard consumer equipment. The bidder shall detail in writing herein, any alterations, deletions or exceptions to this requirement. All standard equipment so required, and all optional equipment specified in the

invitation for bid shall be as advertised by the manufacturer and shall not consist of substitute or after-market equipment. The vehicle must be compliant with all applicable federal motor vehicle safety standards and governmental emission requirements in effect at time of purchase.

3.2 Chassis

Chassis: 2017 Ford F-450 single rear axle drive, four (4) door crew cab and chassis with XL trim.

- 3.2.1 Wheelbase 179.8"
- 3.2.2 Cab to axle 60"
- 3.2.3 GVWR 16,000
- 3.2.4 19.5" aluminum wheels
- 3.2.5 4- wheel disc ABS brakes
- 3.2.6 6.8L 3-valve V10 gasoline engine
- 3.2.7 Chassis Paint Color: Silver/Red

3.3 Vehicle Dimensions:

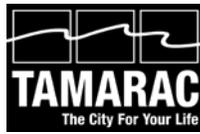
- 3.3.1 Overall height shall not exceed 96"
- 3.3.2 Overall width of the body shall not exceed 96"
- 3.3.3 Angle of approach shall not be less than eight (8) degrees specified in NFPA 1901
- 3.3.4 The overall length shall not be more than twenty-five (25) feet

3.4 Accessories:

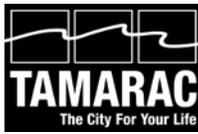
- 3.4.1 Rearview camera
- 3.4.2 Exterior back up alarm
- 3.4.3 Running boards
- 3.4.4 Tire pressure indicating valve stems
- 3.4.5 High idle system
- 3.4.6 Master body disconnect on/off switch located on floor board left of driver's seat
- 3.4.7 The truck shall have a 12V electrical system

3.5 Modular Body Design & Compartments/Shelving:

- 3.5.1 The body shall be designed to allow removal from the chassis. The body and/or components should be designed in a way that allows the purchaser to have repaired locally.
- 3.5.2 The body shall be fabricated using extrusions and angle welded together creating a one piece module that is durable, corrosion resistant, and lightweight.
- 3.5.3 The desired body length should be no more than 120" long.



- 3.5.4 The desired body width should be no more than 93” wide.
 - 3.5.5 The desired body height should not exceed 93” high.
 - 3.5.6 All compartment doors shall be roll-up type.
 - 3.5.7 Compartment shelving shall be adjustable smooth aluminum, with a 2.0” retaining lip.
 - 3.5.8 Compartment tracks shall be aluminum and designed to all adjustment of the shelves.
 - 3.5.9 All compartments shall have adequate LED lighting and controlled by a magnetic On/Off switch located on each compartment door.
 - 3.5.10 The rear compartment shall have a slide out tray with a minimum load capacity of 1500 lbs. The tray shall be designed to allow it to be extended at different lengths with a locking mechanism.
 - 3.5.11 Panel protection shall be installed to provide the wheel wells, front, and rear of the module body protection debris, etc.
 - 3.5.12 A non-slip tailboard shall be installed on the rear of the body.
 - 3.2.13 Two (2) non-slip grab rails shall be installed on the rear of the body; one (1) on the left, and one (1) on the right. The design shall comply with NFPA 1901.
- 3.6 Vehicle Lighting
- 3.6.1 Chassis LED ground lights shall be installed to sides and rear of truck
 - 3.6.2 Red hazard light shall be installed in the driver’s compartment illuminating automatically when a compartment door is open and/or ajar.
 - 3.6.3 Brake lights, turn signal lights, back up lights, and marker lights shall be installed to the rear of body.
 - 3.6.4 Two (2) LED telescopic flood lights shall be installed to the rear of the body that has height adjustments and the ability to rotate 360 degrees.



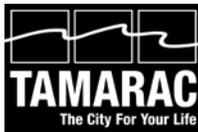
- 3.7 Audible/lighting warning package to include:
 - 3.7.1 Actuation control
 - 3.7.2 Cab roof LED lightbar
 - 3.7.3 Modular body (rear) LED mini lightbar
 - 3.7.4 Rear 8 head LED traffic advisor
 - 3.7.5 Front body warning lights
 - 3.7.6 Mid-body warning lights
 - 3.7.7 Rear warning lights
 - 3.7.8 Electric siren control shall be located in the cab; one (1) siren speaker shall be located in front of cab.

- 3.8 Interior Cab Safety Signs:
 - 3.8.1 Label displaying the maximum number of personnel the vehicle is designed to carry shall be visible to the driver.
 - 3.8.2 Label displaying the height shall be visible to the driver.

- 3.9 Color & Detailing:
 - 3.9.1 Interior and exterior color as stated in detailed item description. If no selection is stated herein, the City shall select from the manufacturer's standard colors.
 - 3.9.2 Color: the apparatus modular body shall be painted to match the main chassis color (silver).
 - 3.9.3 Reflective striping: Reflective striping shall be applied to the perimeter of the truck. The size and design will be determined by the purchasing department.
 - 3.9.4 Chevron striping: The rear of the unit shall be covered with a 6" chevron pattern striping with alternating colors to be determined by the purchasing department.
 - 3.9.5 Lettering: Reflective lettering shall be applied to apparatus body and department decal to the driver and passenger doors. The lettering and design will be determined by the purchasing department.
NOTE: THE USING DEPARTMENT WILL SUPPLY PHOTOS AND/OR DRAWINGS OF THE LETTERING AND STRIPING LAYOUT PRIOR TO CONSTRUCTION.

- 3.10 Fuel: The vehicle delivered must include a minimum of one-quarter (1/4) tank of fuel as registered by the vehicle fuel gauge at time of delivery.

- 3.11 Anti-freeze: To be permanent type, protection to -20 deg. f. Radiator to be so noted in a semi-permanent manner (tagged).



- 3.12 Mirrors:
 - 3.12.1 Interior: To be day/night selector type (not required on vehicles without rear window or glass area).
 - 3.12.2 Exterior: The vehicle shall include left-hand remote control and right hand manual (unless otherwise specified within the body of the specifications).
- 3.13 Tires and Wheels: To be equipped with original equipment, tires of the size and load range required by the manufacturer for the model and/or gross vehicle weight rating (GVWR). Spare tire, wheel and carrier (hold-down) to be original equipment type and to be included on all automobiles.
- 3.14 Accessory Equipment: The vehicle shall include wheel wrench and lifting device (Jack-mechanical or hydraulic) capable of lifting any wheel under the maximum rated load.

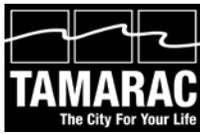
4.0 Requirements Prior to Delivery:

- 4.1 Contractor must contact the Fleet Supervisor at (954) 597-3730 to make arrangements for delivery of vehicle. Preliminary arrangements are to be completed within ten (10) days after receipt of notice of award by contractor.
- 4.2 Contractor's pre-delivery services must be performed in accordance with the manufacturer's procedures and shall include thorough cleaning, vacuuming, and washing of the vehicle.

5.0 Requirements at Time of Delivery:

The contractor shall comply with the following requirements at time of delivery:

- 5.1 A Certificate of Origin, a standard service policy filled-out and signed by the authorized franchise dealer, and a contractor's invoice must be furnished at time of delivery.
- 5.2 Delivery shall be made during regular working hours, Monday through Friday, as arranged with the Fleet Supervisor, between the hours of 7:30 a.m., and 3:00 p.m. The vehicle shall be delivered to the City of Tamarac, Department of Public Works, City Garage, 6011 Nob Hill Road, Tamarac, FL 33321. Contractor must contact the Automotive Superintendent at (954) 597-3730 a minimum of 24 hours prior to delivery of any vehicle.
- 5.3 A delivery tag, in duplicate, must accompany the vehicle. The following information shall be included on the tag:
 - 5.3.1 Using Department.
 - 5.3.2 Purchase Order/Contract Number.
 - 5.3.3 Vehicle Serial Number.

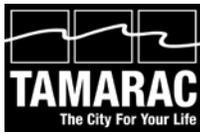


- 5.3.4 Equipment number of trade-in (if applicable).
- 5.3.5 Signature block for receiving individual.
- 5.3.6 Key coding number to be provided with each vehicle.
- 5.3.7 Mileage certification form.

6.0 Notice to Contractors:

Adherence to all of the aforementioned procedures is mandatory. Failure to abide by any of the provisions will result in rejection of the subject vehicle until such time as the provisions are met. In order to prevent any delays in the acceptance of the new vehicle, and to assure payment as soon as possible, contractors are reminded to comply with all provisions.

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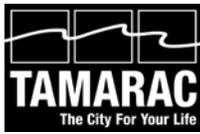
COMPANY NAME: (Please Print): _____
Phone: _____ Fax: _____

BEFORE SUBMITTING YOUR BID, MAKE SURE YOU...

- Carefully read the General Terms & Conditions and Special Conditions.
- Fill out and sign the **Non-Collusive Affidavit** and have it properly notarized.
- Sign the **Certification** page. Failure to do so will result in your Bid being deemed non-responsive.
- Fill out the **Bidder's Qualification Statement**.
- Fill out the **References** page.
- Sign the **Vendor Drug Free Workplace Form**.
- Fill out and sign the **Certified Resolution**.
- Submit one (1) Original of your bid**, clearly marked with the **Bid number and Bid Name** on the outside of the package.
- Make sure your Bid is submitted PRIOR to the deadline. **Late Bids will not be accepted.**

Failure to provide the requested attachments may result in your bid being deemed non-responsive.

THIS SHOULD BE THE FIRST PAGE OF YOUR BID.



BID FORM & CERTIFICATION

THIS FORM MUST BE SUBMITTED WITH YOUR BID

IFB NO. 17-06B

Submitted by: _____

Date _____

THIS BID IS SUBMITTED TO:

City of Tamarac
Purchasing and Contracts Manager
7525 Northwest 88th Avenue
Tamarac, Florida 33321

The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into a contract with the City to perform and furnish all Work as specified herein for the Contract Price and within the Contract Period indicated in this bid.

This bid will remain subject to acceptance for sixty (60) days after the day of bid opening.

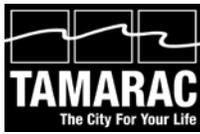
Bidder has familiarized itself with the nature and extent of the contract documents, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

Bidder has given the City written notice of all conflicts, errors, or discrepancies that it has discovered in the contract documents and the written resolution thereof by the City is acceptable to Bidder.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the City.

Bidder will complete the Work for the prices shown in the "Bid Form".

Bidder agrees that the Work will be substantially performed and complete in accordance with the schedules established herein.



BID FORM
(continued)

BASE Bid

Item	Indicate Mfg./Model #	Quantity	Price Each	Extended Total
2017 Custom Fire Battalion Chief Vehicle		1 ea.	\$	\$

The City reserves the right to reject any bid, if it deems that a vendor has deliberately provided erroneous information. The undersigned declare to have specific and legal authorization to obligate their firm to the terms of this bid, and further, that they have examined the Invitation to Bid, the instructions to Bidders, the Specifications, and other documents included in this bid request, and hereby promises and agrees that, if this bid is accepted, they will faithfully fulfill the terms of this bid together with all guarantees and warranties thereto. The undersigned bidding firm further certifies the product and/or equipment meets or exceeds the specification as stated in the bid package; and also agrees that products and/or equipment to be delivered which fail to meet the bid specifications will be rejected by the City within thirty (30) days of delivery. Return of rejection will be at the expense of the bidder.

We propose to furnish the following in conformity with the specifications and at the bid prices indicated on this Bid Form. The bid prices submitted has been checked and certified to be correct. Said prices are fixed and firm and shall be paid to Bidder for the successful completion of its obligation as specified in the contract documents.

Indicate which type of organization below:

INDIVIDUAL PARTNERSHIP CORPORATION OTHER

If "Other", Explain: _____

Authorized Signature

Company Name

Typed/Printed Name

Address

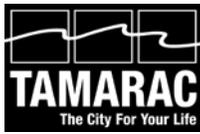
Telephone

City, State, ZIP

Fax

Federal Tax ID Number

E-mail Address



BID FORM
(continued)

IFB NO. 17-06B

Bidders Name: _____

TERMS: _____ % DAYS: _____

Delivery/completion: _____ calendar days after receipt of Purchase Order. In no event should delivery exceed (100) calendar.

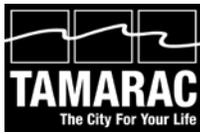
To be considered eligible for award, a minimum of one (1) original **copy of this Bid Form must** be submitted with the Bid.

NOTE: Bid submittals without the manual signature of an authorized agent of the Bidder shall be deemed non-responsive and ineligible for award.

IF "NO BID" IS OFFERED, PLEASE PROVIDE THE FOLLOWING INFORMATION:

Please indicate reason(s) why a Bid Proposal is not being submitted at this time. Return the Bid Form to avoid removal of Bidder from the City of Tamarac's vendor listing.

Will you firm accept credit card payment Yes _____ No _____



NON-COLLUSIVE AFFIDAVIT

State of _____)
)ss.
County of _____)

_____ being first duly sworn, deposes and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Offeror that has submitted the attached Proposal;

He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

The price or prices bid in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

Witness

By _____

Printed Name

Title

ACKNOWLEDGMENT

NON-COLLUSIVE AFFIDAVIT

State of Florida
County of _____

On this the ____ day of _____, 20____, before me, the undersigned Notary Public of the State of Florida, personally appeared

_____ and
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal.

NOTARY PUBLIC
SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Notary Public: Print,
Stamp or Type as Commissioned)

- Personally known to me, or
- Produced identification:

(Type of Identification Produced)

- DID take an oath, or DID NOT take an oath

BIDDER'S QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

Name of Company _____
Address _____
City State Zip _____
Telephone _____
Fax Number _____

- 1. How many years has your organization been in business under its present name?
_____ Years
- 2. If Vendor is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute: _____
- 3. Under what former name(s) has your business operated?

List former address(es) of that business (if any).

- 4. Are you Licensed? Yes No If Yes, attach copy of License
- 5. Has your company ever declared bankruptcy? Yes No
If Yes, explain: _____

6. Are you a Sales Representative Distributor Broker or Manufacturer of the commodities/services bid upon?

7. Have you ever received a contract or a purchase order from the City of Tamarac or other governmental entity? Yes No If yes, explain (date, service/project, bid title etc.)

8. Have you ever received a complaint on a contract or bid awarded to you by any governmental entity? Yes No If yes, explain: _____

9. Have you ever been debarred or suspended from doing business with any governmental entity? Yes No If yes, explain: _____

REFERENCES

Please list name of government agency or private firm(s) with whom you have done business within the past five years:

Agency/Firm Name: _____
Address _____
City State Zip _____
Phone/Fax _____
Contact Name _____

Agency/Firm Name: _____
Address _____
City State Zip _____
Phone/Fax _____
Contact Name _____

Agency/Firm Name: _____
Address _____
City State Zip _____
Phone/Fax _____
Contact Name _____

Agency/Firm Name: _____
Address _____
City State Zip _____
Phone/Fax _____
Contact Name _____

Agency/Firm Name: _____
Address _____
City State Zip _____
Phone/Fax _____
Contact Name _____

VENDOR DRUG-FREE WORKPLACE

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.

Impose a section on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

Authorized Signature

Company Name

CERTIFIED RESOLUTION

I, _____ (Name), the duly elected Secretary of _____ (Corporate Title), a corporation organized and existing under the laws of the State of _____, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

"IT IS HEREBY RESOLVED THAT _____ (Name)", the duly elected _____ (Title of Officer) of _____ (Corporate Title) be and is hereby authorized to execute and submit a Bid and/or Bid Bond, if such bond is required, to the City of Tamarac and **such other instruments in writing as may be necessary on behalf of the said corporation**; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Tamarac shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of the said corporation this ___ day of _____, 20__.

(SEAL)

By: _____
Secretary

Corporate Title

NOTE:

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Tamarac that the person signing the Bid and Bid Bond for the Corporation has been properly empowered by the Corporation to do so in its behalf.