



**CITY OF LEESBURG
FLORIDA**

INVITATION FOR BID (IFB)

IFB TITLE: AERIAL BUCKET TRUCK – 19,500 GVWR

IFB Number:	<u>180081</u>	Contracting Buyer:	<u>Mike Thornton</u>
Bid Due Date:	<u>November 30, 2017</u>	Pre-Bid Meeting:	<u>NOT APPLICABLE</u>
Bid Due Time:	<u>2:00 P.M.</u>	Issue Date:	<u>November 8, 2017</u>

Brief Description / Purpose
<p>INVITATION FOR BID No. 180081 City of Leesburg, Florida</p>
<p>The City invites interested and qualified vendors to submit a bid response to provide a cab & chassis with aerial bucket and body as detailed in the specifications. Generally described as a 19,500 GVWR truck with aerial device minimum 51 foot working height.</p> <p>Registered vendors may obtain a copy of the IFB online at www.vendorregistry.com. A copy may also be obtained by e-mailing a request to purch@leesburgflorida.gov or by calling (352)728-9880.</p> <p>Publish: Vendor Registry</p>

Bid Package Distribution
<p>The City of Leesburg utilizes Vendor Registry (www.vendorregistry.com) as the ONLY official on-line bid management system to distribute solicitations, addenda and answers to questions. Solicitation information obtained from other sources may not be current or accurate and should not be relied on for submitting a response to a solicitation.</p> <p>There is no charge to vendors/contractors to register and participate in the solicitation, nor will any fees be charged to the awarded vendor. Refer to www.leesburgflorida.gov/purchasing/bids.aspx for further information.</p> <p>Vendors are strongly encouraged to register (at no cost) with Vendor Registry to download solicitation documents. Should time not permit you to complete the registration process please contact the Purchasing Division at (352)728-9880 or by email at purch@leesburgflorida.gov to obtain a solicitation document(s).</p>

SECTION 1 – SPECIAL TERMS & CONDITIONS

ST-1. **PURPOSE**

The purpose of this solicitation is to purchase one (1) New Aerial Bucket Truck – 19,500 GVWR. Unit will be inspected for compliance with specifications upon delivery. Any equipment not meeting the stated specifications shall not be accepted.

ST-2. **INFORMATION OR CLARIFICATION**

ALL questions regarding this solicitation, including technical specifications or scope of work, shall be submitted in writing to the Designated Procurement Representative. To ensure fair consideration for all parties, the City prohibits communication to or with any department, division, employee, or city representative from the date of issuance of this solicitation until final City action.

- a. Bidders are encouraged to use the question/answer feature of Vendor Registry for the submission of questions and requests for information. Should that not be possible, questions relative to interpretation of specifications, scope of services or the submittal process shall be addressed in writing to the Designated Procurement Representative at **purch@leesburgflorida.gov**.
- b. The deadline for questions is seven (7) business days prior to the solicitation due date. Does not include the day the solicitations are due.
- c. Any interpretation made to Bidders shall be expressed in the form of a written Addendum to the solicitation. Which, if issued, will be made available to all prospective Bidders no later than the three (3) business days immediately before the solicitation due date. Does not include the day the solicitations are due.
- d. Inquiries received after the deadline for questions may not be given any consideration at the discretion of the Purchasing Manager.
- e. It will be the responsibility of the Bidders to contact the Purchasing Division prior to submitting bids to ascertain if any addenda have been issued, to obtain all such addenda, incorporate addenda in their bid response and acknowledge said addenda on the appropriate form.

ST-3. **ELIGIBILITY**

Bidders must be regularly engaged in providing/selling the same or similar equipment as required in this solicitation. Bidders must also be an authorized representative for the Cab & Chassis as well as the body manufacturer being bid in their bid response.

Bids from vendors not regularly engaged in providing/selling the same or similar equipment or not having an established relationship with the body manufacturer shall be deemed not responsible and eliminated from consideration.

Same or similar equipment shall be defined as heavy duty truck cab & chassis and refuse collection bodies.

ST-4. DESIGNATED PROCUREMENT REPRESENTATIVE

Questions concerning any portion of this solicitation shall be directed in writing [e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation.

Mike Thornton, CPPO - Purchasing Manager
City of Leesburg | Purchasing Department
204 N. 5th Street, Leesburg, FL 34748
Phone: 352-728-9880 | E-mail: purch@leesburgflorida.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Purchasing Division for the City of Leesburg.

ST-5. RESTRICTED DISCUSSIONS

From the date of issuance of this solicitation until final City action, vendors shall NOT discuss the solicitation or any part thereof with any employee, agent, or any other representative of the City except as expressly authorized by the designated procurement representative.

ST-6. DELIVERY OF SOLICITATION RESPONSE

To be considered for award, a complete bid response must be received and accepted in the Purchasing Division, or be in the possession of the City, no later than the due date and time established within the solicitation. Allow sufficient time for transportation and inspection. Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid is securely sealed in an opaque envelope/package to provide confidentiality of the bid prior to the solicitation closing.

Delivery IN PERSON	THIRD PARTY CARRIER i.e., Fed-Ex, UPS
PURCHASING DIVISION CITY OF LEESBURG 204 N. 5TH STREET LEESBURG, FLORIDA	PURCHASING DIVISION CITY OF LEESBURG 204 N. 5TH STREET LEESBURG, FLORIDA 34748

ELECTRONIC SUBMISSIONS WILL NOT BE ACCEPTED.

ST-7. COMPLETION REQUIREMENTS FOR INVITATION FOR BID

One (1) signed original bid and One (1) complete copy submitted by the vendor shall be sealed and delivered to the Purchasing Division no later than the official bid opening date and time. Any bid received after this time shall not be considered. The City is not liable or responsible for any costs incurred by any Bidder in responding to this IFB including, without limitation, costs for product and/or service demonstrations if requested.

When you submit your bid, you are making a binding offer to the City and are agreeing to all of the terms and conditions in this Invitation for Bid. Use only the form(s) provided in this document. If you make any change to the content or format of any form, the City may disqualify your bid. All information shall be legible and either written in ink or typewritten. If you make a correction, the person signing the bid must initial the change. The bid shall be

manually signed by an official authorized to legally bind the Bidder to its provisions. Specific Completion Directions:

- i. Pricing shall be completed using the provided Schedule of Bid Items in the Forms Section of this solicitation;
- ii. Only the Forms Section should be submitted with your bid response. It is not necessary to return the entire bid document.
- iii. Initial and date in the appropriate space(s) for each addendum you received for this IFB;
- iv. Complete all certifications included within the Forms Section of the solicitation.
- v. Complete the vendor information, and sign the bid in the spaces provided in the Forms Section of the solicitation.
- vi. Include equipment literature and specifications for the cab & chassis and body being bid;
- vii. Include all warranty information for the equipment being bid.

ST-8. MULTIPLE RESPONSES

If an interested and qualified vendor wishes to bid more than one type of equipment they may do so by submitting a **SEPARATE COMPLETE SEALED BID PACKAGE** for each piece of equipment they wish to bid. Multiple bids **CANNOT** be submitted in the same sealed envelope. Doing so may cause all bids to be rejected.

Each bid shall be evaluated and considered as a separate bid from any other bid submitted by the same bidder.

ST-9. BID PRICE

Bid prices shall be firm for a period of sixty (60) days from bid opening; unit prices shall include any and all trade discounts.

Bid price shall be inclusive of any freight, handling, delivery, equipment preparation surcharges or any other incidental charges. Bid price shall NOT include any Federal or State taxes, as the City is exempt from payment of such taxes. A certificate of exemption shall be provided with our purchase order.

ST-10. WARRANTY

The vendor agrees that, unless expressly stated otherwise in the bid, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the vendor or manufacturer gives to any customer for comparable quantities of products and and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the City by any other provision of this solicitation.

The vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose.

ST-11. RESTRICTIVE SPECIFICATIONS

It is the bidders' responsibility to inform the designated procurement representative should they believe any specifications or requirement to be overly restrictive or limiting. Failure of the bidder to bring this to the attention of the procurement representative prior to the deadline for questions will not be grounds for action to be taken by the City. Bidders are required to state exactly what they intend to furnish, otherwise, it is fully understood that they shall furnish all items stated.

ST-12. DELIVERY

The bid price shall be F.O.B.: DESTINATION, City of Leesburg, Fleet Maintenance Facility, at 550 South 14th Street, Leesburg, Florida 34748.

Bidder shall state on the Item Bid Schedule a specific number of calendar days for delivery of the equipment, (*citing a span as 90-120 is unacceptable*). In addition to price, delivery will be a favorable consideration in the award of the bid. All units must be delivered within the number of days shown on bid After Receipt of Order (ARO). The City shall issue a Purchase Order confirming the City's acceptance of the bidders offer. The equipment must be delivered on or before the Delivery Date indicated on the Purchase Order.

In the event that the successful bidder is on strike at the time of award of the bid, the City reserves the right to deem that bidder non-responsive and accept the first responsible/responsive bid from a manufacturer that is not on strike.

ST-13. DELIVERY TIME

Delivery time is of significant importance to the City for the requested equipment. The successful bidder will be held strictly accountable for the contracted delivery time.

ST-14. BASIS OF AWARD

Award shall be made to a single vendor. Award will be made to the responsible bidder submitting a responsive bid being the most advantageous to the City.

Should the delivery time of the equipment be important and critical, the City reserves the right to base the award of the purchase using delivery time in addition to price a determining factor. If the City deems the purchase of the equipment an important or critical factor the City may award to a vendor bidding a higher price than a vendor bidding a lower price and longer delivery time After Receipt of Order (ARO).

ST-15. LIQUIDATED DAMAGES

Should the City not make award of the purchase to the lowest cost bidder and make award to a higher cost bidder based on delivery time ARO and the awarded vendor does not meet the delivery time ARO Liquidated Damages will be assessed.

Liquidated Damages will be equal to the total purchase price difference between the low bid amount but longer delivery time and the higher priced awarded vendor with a shorter delivery time.

Example: The City receives three bids; bid one is \$80,000, bid two is \$89,000, and bid three is \$95,000. If the City awards the bid/purchase to bid two based on a shorter delivery time and

the vendor does not meet the delivery time the City will assess liquidated damages in the amount of \$9,000 (\$89,000 - \$80,000 = \$9,000).

If assessed, Liquidated Damages will be collected by deducting the amount from the City's payment to the vendor.

ST-16. BID OPENING

There will be a public bid opening held. Shortly after the due date and time, all bids that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the bidders submitting bids will be read aloud and recorded with the total bid amount. The bids will be available for inspection in the Purchasing Division during normal business hours 30 days after the official bid opening date or after City issues a 'Notice of Intent to Award', whichever occurs first.

ST-17. LOCAL VENDOR PREFERENCE

(Applicable to purchases whose cost is \$25,000 or greater.)

The City of Leesburg applies a Local Vendor Preference (LVP) for the purchase of personal property, general services, and professional services where the total purchase cost is \$25,000 and greater by means of competitive bid, request for proposals, qualifications or other submittals and competitive negotiation and selection. Except where federal or state law/requirements mandate to the contrary, preference shall be given to Local Vendors in the following manner:

- a. **“Tier I Local Vendor”** shall be defined as the primary Business Office or a Full Time Sales Office of the vendor being located within the City of Leesburg or the vendor receiving one or more Utility Services from the City of Leesburg.
 - i. **Tier I Local Vendor** - Under a Competitive Solicitation, the City may give a preference to a Tier I Local Vendor in the amount of five percent (5%) of the bid price or \$25,000, whichever is less.
- b. **“Tier II Local Vendor”** shall be defined as the primary Business Office or a Full Time Sales Office of the vendor not meeting the definition of a Tier I Local Vendor but nonetheless being located within the 20-Mile Radius as defined in this policy.
 - i. **Tier II Local Vendor** - Under a Competitive Solicitation, the City may give a preference to a Tier II Local Vendor in the amount of two percent (2%) of the bid price or \$10,000, whichever is less.

The Local Vendor Preference will be applied only to the items/amount used for purposes of bid evaluation and determining award. The LVP will be applied to the total Annual Cost of the required services.

Bidders wanting a copy of the entire policy can receive one by making a request by e-mail to purch@leesburgflorida.gov or by calling the purchasing office at (352) 728-9880.

ST-18. METHOD OF PAYMENT

Prior to payment the City shall inspect the equipment to insure it is new and in accordance with the specifications. Vendor shall provide a Certificate of Origin so the City can register and title the vehicle. Payment will not be made without a Certificate of Origin.

Vendor shall provide an accurate and correct invoice referencing the purchase order number and providing details of the equipment. Failure to submit invoices in the prescribed manner will delay payment.

Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

ST-19. INSPECTION AND ACCEPTANCE OF EQUIPMENT

The equipment delivered as a result of an award from this solicitation shall remain the property of the Vendor until a physical inspection of the equipment has been completed by the City. The inspection shall insure the equipment is in new condition, built and equipped in accordance with the specifications and of the highest quality.

In the event any aspect of the equipment provided is found to be defective or does not conform to the specifications, the Vendor shall initiate corrective action to the satisfaction of the City. Should a resolution not be reached the City reserves the right to terminate the contract. The City will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the City on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the City in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the contractor by the City for any contract or financial obligation.

ST-20. DEFAULT – EQUIPMENT

- a. The City may, subject to paragraphs ‘d.’ and ‘e.’ of this clause, by written notice of default to the Seller, terminate a contract resulting from an award under this Invitation for Bid in whole or in part if the Seller fails to----
 - i. Deliver the equipment within the time specified in the resultant contract documents to include any extension(s) approved by the Purchasing Manager;
 - ii. Make progress, so as to endanger performance of the contract; or
 - iii. Perform any other provision of the contract.
- b. The City’s right to terminate the contract under subdivision ii. and iii. above may be exercised if the Seller does not cure such failure within 10 days (or more if authorized by the Purchasing Manager) after receipt of the notice from the Purchasing Manager specifying the failure. *Subdivision i. above does not require any notice.*
- c. If the failure to deliver on time is caused by any adjustment in production scheduling by the manufacturer or body installer that causes the City’s equipment order to be moved to a later date the City may terminate the contract immediately.

- d. If the City terminates the contract in whole or in part, the City may acquire, under the terms and in the manner the City considers appropriate, equipment similar to those terminated, and the Seller shall be liable to the City for any excess costs for said equipment.
- e. Except for defaults of the subcontractors at any tier, the Seller shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Seller. Examples of such causes include (1) acts of God, (2) acts of the City, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Seller.
- f. If the failure is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Seller and the subcontractor, and without the fault or negligence of either, the Seller shall not be liable for any excess costs or failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Seller to meet the required delivery schedule.
- g. If, after termination, it is determined the Seller was not at default, or the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City.

[END OF SECTION]

SECTION 2 - EQUIPMENT SPECIFICATIONS

ES-1. QUALITY:

- 1.1. The equipment bid herein shall be of standard manufacture, shall be new, and shall be of current production model.
- 1.2. All products, equipment, merchandise, and miscellaneous material bid shall comply with applicable requirements and standards of the Occupational Safety and Health Act and applicable Florida codes.
- 1.3. Bidder warrants that all equipment, materials and workmanship furnished whether furnished by bidder or its sub-suppliers, will comply with its and the City's specifications, drawings and other descriptions supplied or intended, of good materials, design and workmanship and free from defects or failure.

ES-2. ACCEPTABLE MANUFACTURER AND MODEL

The following cab & chassis and aerial device manufacturer and model shall be the ONLY acceptable equipment.

2.1. CAB & CHASSIS

- 2.1.1. 2018 Ford F-550
- 2.1.2. 2018 Dodge Ram 5500

2.2. AERIAL DEVICE

- 2.2.1. Altec – AT48 M/P
- 2.2.2. Versalift – ST-47-MHI

ES-3. EQUIPMENT SPECIFICATIONS

3.1. ENGINE

- 3.1.1. Manufacturer's diesel engine, minimum 190 HP.
- 3.1.2. Maintenance free heavy-duty battery.
- 3.1.3. Manufacturer's heavy-duty engine cooling.
- 3.1.4. Manufacturer's heavy-duty alternator.

3.2. TRANSMISSION / AXLES

- 3.2.1. Manufacturer's standard automatic transmission with Power Take Off (PTO) provision.
- 3.2.2. Manufacturer's standard drive axle ratio for engine and transmission combination.
- 3.2.3. Manufacturer's standard transfer case, 4 x 4 (4-wheel drive).
- 3.2.4. Limited slip differential on rear axles.

3.3. PERFORMANCE ITEMS

- 3.3.1. Manufacturer's standard power steering.

- 3.3.2. Manufacturer's standard gauges.
- 3.3.3. Heavy-duty front and rear shocks.

3.4. COMFORT ITEMS

- 3.4.1. Manufacturer's standard air conditioning.
- 3.4.2. Manufacturer's standard tinted glass all around.
- 3.4.3. Manufacturer's power windows and door locks.
- 3.4.4. Manufacturer's AM/FM stereo with blue tooth for hands free cell phone use.
- 3.4.5. Heavy-duty rubber floor covering instead of carpet.
- 3.4.6. Manufacturer's standard vinyl seating.
- 3.4.7. Keys: two (2) per vehicle, single key locking system, (each vehicle keyed differently).

3.5. SAFETY ITEMS:

- 3.5.1. Dual mount outside mirrors must provide a field of vision for vehicles to 96" wide, and designed for towing.
- 3.5.2. Interior dome lights with left and right door activated switches.
- 3.5.3. Air bags for driver and right front passenger, if available.

3.6. BRAKES

- 3.6.1. Rear anti-lock brakes minimum.

3.7. TIRES and WHEELS

- 3.7.1. Black Side Wall (BSW) all-terrain radial, 19.5-inch heavy-duty truck tires.

3.8. CHASSIS, FRAME, CAB

- 3.8.1. Extended cab.
- 3.8.2. Running boards for extended cab chassis.
- 3.8.3. Cab to center of rear axle approximately 84-inches.
- 3.8.4. Minimum 19,500 pound Gross Vehicle Weight Range (GVWR).
- 3.8.5. Manufacturer's standard color, factory painted white with neutral interior.
- 3.8.6. Manufacturer's standard front bumper.
- 3.8.7. Manufacturer's standard fuel tank, minimum 25-gallon capacity.
- 3.8.8. Trailer towing package to include electronic brake controller, heavy duty flashers, wiring for trailer plug (7 prong round), and Class IV frame mounted trailer hitch with 2-inch square receiver and removable 2-inch Pintle-ball combination.

3.9. AERIAL DEVICE

- 3.9.1. Insulated, telescopic, articulating.
- 3.9.2. Working height – minimum 51 feet.

- 3.9.3. Hydraulic boom extension.
- 3.9.4. Hydraulic power – PTO pump.
- 3.9.5. Rotation – continuous.
- 3.9.6. Bucket – single person with liner and cover, 400-pound minimum capacity, 180 degree rotate, hydraulic leveling.
- 3.9.7. Standard controls.
- 3.9.8. Jib and winch capacity, 1,000-pounds minimum, boom end mount jib (orange, insulated) with hydraulic tilt and manual extension (pinned).
- 3.9.9. Hydraulic tool circuit at bucket.
- 3.9.10. Emergency stop controls at upper and lower stations.
- 3.9.11. Engine start/stop at bucket.
- 3.9.12. Emergency 12-volt hydraulic power.
- 3.9.13. Insulated, ANSI Category C, 46kv and below.
- 3.9.14. Standard steel service body specifically designed for use with aerial device, painted white to match cab.
- 3.9.15. Body shall have curbside entry to cargo area, entry step shall lift to access additional storage. Entry steps shall be illuminated by recessed LED light.
- 3.9.16. Tail shelf – 3-inch removable lip around tail shelf and thru storage compartment.
- 3.9.17. Two (2) sets of outriggers, A-frame in front with swivel shoes, H-frame in rear, DICA® pads/holders.
- 3.9.18. Wheel chocks and holders.
- 3.9.19. All DOT lighting – LED.
- 3.9.20. Two (2) recessed LED lights mounted in curbside cargo area (cargo area illumination).
- 3.9.21. LED rope lighting in all body compartments.
- 3.9.22. LED Go-Light, wireless remote, hood mounted, curbside.
- 3.9.23. Four (4) corner strobes with Two (2) additional strobes post mounted on front face of utility body on left and right side just behind cab corner, all amber.
- 3.9.24. Whelen® LED directional light bar/traffic advisor with controls in cab.
- 3.9.25. Backup camera with in cab display.
- 3.9.26. Florida Power & Light (FPL) style cone holder mounted under tail shelf, street side.
- 3.9.27. Vertical ladder sleeve mounted on street side of cargo area.
- 3.9.28. Black non-skid paint/coating on all walking surfaces including body compartment tops.

ES-4. **EQUIPMENT MANUALS**

If hardcopy manuals are available Vendor shall provide 2 copies of the operators manual and maintenance manual. If hardcopy manuals are not available such material shall be provided on electronic media (CD, DVD, Storage Device, etc . . .)

[END OF SECTION]

SECTION 3 - GENERAL TERMS AND CONDITIONS

GT-1. DEFINITIONS

- 1.1. **Addendum:** A written change to a Solicitation.
- 1.2. **Bid, Offer or Response:** Shall refer to any bid, offer or response submitted in regard to this Invitation for Bid that if accepted would bind the Bidder to perform the resultant contract.
- 1.3. **Bidder:** A general reference to any entity responding to this solicitation or performing under any resulting contract, also includes bidder, contractor, company, respondent, vendor, etc.
- 1.4. **City:** Shall refer to City of Leesburg, Florida.
- 1.5. **Contract Documents – Purchase of Goods:** The agreement to provide the goods set forth in this solicitation. The contract will be comprised of the solicitation document signed by the Bidder with any addenda and other attachments specifically incorporated and a City purchase order.
- 1.6. **Seller:** The Bidder to whom award has been made.
- 1.7. **Interested Party:** The terms defined under Bidder may be used interchangeably in this document. Each reference when used refers to any entity that is participating or is interested in participating in this solicitation.
- 1.8. **In Writing:** Unless otherwise designated 'In Writing' includes submitting documents or questions through the electronic bid system, *Vendor Registry*, currently used by the City.
- 1.9. **Invitation for Bid (IFB):** Shall mean this solicitation document, including any Addenda, used to communicate City requirements to prospective Bidders and to solicit bids from them.
- 1.10. **Language:** The City has established for purposes of this solicitation that the words "shall", "must", or "will" are equivalent in this solicitation and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the City. A deviation is material if, in the City's sole discretion, the deficient Bid is not in substantial accord with this ITB's mandatory requirements. The words "should" or "may" are equivalent in this solicitation and indicate very desirable conditions or requirements, but are permissive in nature.
- 1.11. **Modification:** A written change to the terms of a contract.
- 1.12. **Official Purchasing Time:** The Official Purchasing Time shall be that time reflected on the digital clock located in the Purchasing Office and labeled 'Official Purchasing Time'. This clock shall be used for all time deadlines related to City purchasing solicitations.
- 1.13. **Responsible:** Refers to a Bidder that has the capacity and capability to perform the work required under a Solicitation and is otherwise eligible for award.
- 1.14. **Responsive:** Refers to a Bidder that has taken no significant exception or deviation from the terms, conditions, and specifications set forth in a Solicitation. Their bid, offer or response conforms to the instructions and format specified in the solicitation document. Bidder has provided all requested and required information.
- 1.15. **Solicitation:** The written document detailing the solicitation requirements and requesting bids, offers or responses from interested parties.

GT-2. INSTRUCTIONS TO RESPONDENTS

- 2.1. **Addenda** – The Purchasing Division may issue an addendum in response to any inquiry received, prior to the time designated for receipt of the solicitation response, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the Bidders responsibility to ensure receipt of all addenda and any accompanying documentation. The Bidder is required to submit with its offer a signed "Acknowledgement of Addenda" when any addenda have been issued. Failure to acknowledge each addendum may prevent the offer from being considered for award.
- 2.2. **Respondent Eligibility** – It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. Eligibility requirements for contract award are:
 - 2.2.1. Have NO delinquent indebtedness to the City of Leesburg or other federal, state, or municipal agencies;
 - 2.2.2. Have adequate financial resources, or the ability to obtain such resources as required during performance of the contract;
 - 2.2.3. Be able to comply with the required or proposed delivery or performance schedule;

- 2.2.4. Have a satisfactory record of performance. Vendors who are or have been seriously deficient in current or recent contract performance (when the number of contracts and the extent of the deficiency of each are considered, in the absence of evidence to the contrary or circumstances properly beyond the control of the contractor) shall be presumed unable to meet this requirement. Past unsatisfactory performance will ordinarily be sufficient to justify a finding of non-responsibility;
- 2.2.5. Have a satisfactory record of integrity and business ethics; and
- 2.2.6. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- 2.3. **Contents of Solicitation and Bidder Responsibilities** – It is the responsibility of the Bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the Bidder will not be accepted as a basis for varying the requirements of the City of the amount to be paid to the vendor.
- 2.4. **Restricted Discussions** – From the date of issuance of this solicitation until final City action (solicitation award or contract execution), vendors shall NOT discuss the solicitation or any part thereof with any employee, agent, or any other representative of the City except as expressly authorized by the Designated Procurement Representative. The only communications that shall be considered pertinent to this solicitation are written documents from a Bidder to the designated procurement representative, or Purchasing Division, and any relevant written document promulgated by the designated procurement representative.
- 2.5. **Request for Additional Information/Question** – Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Designated Procurement Representative identified in the solicitation no later than **SEVEN (7) CALENDAR DAYS** prior to the appointed bid due date. *Oral answers will not be authoritative.*
- 2.6. **Questions Regarding Specifications or Bid Submittal Process** – To ensure fair consideration for all parties, the City prohibits communication to or with any department, division, employee, or city representative from the date of issuance of this solicitation until final City action, solicitation award or contract execution. If the Bidder should be of the opinion that the meaning of any part of the specifications is doubtful or obscure, or that they contain errors or reflect omissions, he should report such opinion or opinions in writing for an interpretation using the methods detailed here.
- 2.6.1. Bidders are encouraged to submit their questions electronically through *Vendor Registry*. If this is not possible questions may be submitted via e-mail to purch@leesburgflorida.gov. You must reference the solicitation number in the subject line. All requests for information or questions should be clearly marked and must be received no later than the time and date indicated on the summary sheet.
- 2.6.2. All questions relative to interpretation of specifications, scope of services or the qualifications submittal process shall be addressed **in writing**
- 2.6.3. Any interpretation made to potential Bidders will be expressed in the form of an addendum to the solicitation which, if issued, will be made available to all prospective Bidders no later than **THREE (3) BUSINESS DAYS** before the solicitation due date.
- 2.6.4. It will be the responsibility of the Bidders to contact the Purchasing Division prior to submitting their bid(s) to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the submittal.
- GT-3. **Award** – Award may be made to the source which offers the best value to the City. The City reserves the right to reject any and all offers, to waive non-material irregularities or technicalities and to re-advertise for all or any part of the solicitation as deemed in its best interest. The City will be the sole judge of its best interest.
- GT-4. **Assignment** – The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the City.
- GT-5. **Basis for Bidding** – The total amount bid shall be based on unit prices and/or lump sum(s) according to the Schedule of Bid items form for the solicitation. Any quantities shown in the Schedule of Bid Items are estimates for the purpose of arriving at a total bid price for the comparison of Bids.

- GT-6. **Cancellation of Solicitation** – The City reserves the right to cancel, in whole or in part, any solicitation when it is in the best interest of the City. Availability of all information related to a cancelled solicitation is subject to Chapter 119, Florida Statutes.
- GT-7. **City is Tax Exempt** – The City is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. Do not include any tax on any item or service. The City will provide an exemption certificate upon request. Contractors doing business with the City are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any contractor be authorized to use any of the City's Tax Exemptions in securing such materials.
- GT-8. **Collusion Among Firms** – Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, such bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation of such submittals. Related parties shall mean an interested party or the principals thereof which have a direct or indirect ownership interest in another interested party for the same contract or in which a parent company or the principals thereof of one interested party have a direct or indirect ownership interest in another interested party for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a response for the same materials, supplies, services, or equipment shall also be presumed to be collusive. The relationship of manufacturer or their representative(s) providing pricing to distributors while each party submits a bid for the same materials, supplies, services, or equipment shall be presumed to be collusive. Responses found to be collusive shall be rejected. Respondents which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive actions may be terminated for default.
- GT-9. **Conflict of Interest** – The award hereunder is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of the City of Leesburg. Further, all respondents must disclose the name of any City of Leesburg employee who owns, directly or indirectly, an interest of five percent (5%) or more of the respondents firm or any of its branches.
- GT-10. **Conflicts within the Solicitation** – Where there appears to be a conflict between the General Terms and Conditions, Special Terms and Conditions, the Statement of Work/Scope of Services/Specifications, the Schedule of Bid Items/Forms Section, or any addendum issued, the order of precedence shall be the last addendum issued, the Schedule of Bid Items/Forms Section, the Statement of Work/Scope of Services/Specifications, the Special Terms & Conditions, and then the General Terms & Conditions. In addition, in the case of a conflict between any term or provision contained in contract documents which cannot be resolved by the order of precedence set forth previously, the term or condition that is more stringent and/or specific shall govern and apply.
- GT-11. **Cost of Preparing Proposal** – All costs incurred by the Bidder for proposal preparation and participation in this competitive procurement will be the sole responsibility of the Bidder. The City of Leesburg will not reimburse any Bidder for any such costs. This shall include any costs incurred for equipment and product demonstrations, on-site or other locations.
- GT-12. **Copeland "Anti-Kickback" Act** – The Contractor must comply with the Copeland "Anti-Kickback" Act, 18 USC 874 as supplemented in Department of Labor regulations, 29 CFR Part 3, prohibiting employers from inducing any person employed to give up any part of the compensation to which he or she is otherwise entitled.
- GT-13. **Disputes** – In case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the City of Leesburg Purchasing Division shall be final and binding on both parties.
- GT-14. **Governing Law/Jurisdiction** – The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract(s).
- GT-15. **Inspection and Acceptance of Equipment** – The equipment provided under any contract awarded in accordance with this solicitation shall remain the property of the Seller until a physical inspection of the equipment is made and thereafter accepted to the satisfaction of the City. Seller must also provide all documentation required and documents required for the City to title and license for use any equipment when applicable. Equipment must comply with all the terms herein. In the event the equipment supplied to the City is found to be defective or does

not conform to the specifications, the City reserves the right to cancel the order upon written notice to the Seller. Equipment shall be returned to the Seller at the Seller's expense. The City may take up to 15 days to complete their inspection of the equipment. The inspection period will be used to determine if the equipment meets the specifications requested and is fit for its intended use. Payment will be authorized upon final acceptance.

GT-16. **Late Bids** – Bid responses are due no later than the due date and time designated in the solicitation document or as amended by any addenda issued. The “local atomic time” as displayed on the “atomic clock” in the Purchasing Office is the Official Time. Bids not in possession of City by the due date and time shall be deemed late and shall not be considered for award. Late Bids delivered by third-party couriers will be retained, not returned, by the City in accordance with State of Florida Public Records Laws but shall not be considered for award. Late Bids will not be included on the Preliminary Bid Tabulation or the Final Detailed Bid Tabulation. Late bids delivered by the Bidder shall be refused by Purchasing staff at the time of delivery.

GT-17. **Liability** – The vendor shall hold and save the City of Leesburg, its officers, agents, and employees harmless from liability of any kind in the performance of or fulfilling the requirements of the Purchase Order or Contract which may result from award of this solicitation.

GT-18. **Other Agencies** – With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name, delivery locations and legal jurisdiction.

GT-19. **Price Bid** – The unit prices, lump sum(s) and total price bid for the work shall be stated in figures in the appropriate places on the prescribed form(s), and shall be firm for **SIXTY (60) CALENDAR DAYS** after the solicitation due date, unless stated differently in another Section of this solicitation. In the case of a discrepancy between the unit cost and extended cost the unit cost quoted will take precedence. The City shall recalculate a revised extended cost and make not on the Final Detailed Bid Tabulation.

GT-20. **Prompt Payment** – It is the policy of the City that payment for all purchases by the City shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Prompt Payment shall be made only from a proper and correct invoice provided by the Vendor to the City's Billing Address of Accounts Payable, PO Box 490630, Leesburg, Florida 34749-0630.

GT-21. **Protests** – Protests must be submitted in writing to the Purchasing Manager at 204 N. 5th Street, Leesburg, FL 32748 no later than **THREE (3) BUSINESS DAYS** after the day the Notice of Recommendation to Award is published on Vendor Registry (www.vendorregistry.com). The written protest must specifically state the reason for the protest, exactly what is being protested and state the desired resolution. Protests received after the deadline shall not be considered. The Purchasing Manager will respond to protests no later than **SEVEN (7) BUSINESS DAYS** from the day it is received. In case of a protest the determination and decision of the City of Leesburg Purchasing Division shall be final.

GT-22. **Public Entity Crimes** – Pursuant to Section 287.133(12)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid Response on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bid Responses 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 (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list."

GT-23. **Public Records Law** – The State of Florida has a very broad public records law. Florida Statute Chapter 119 will apply to all bid responses and all procurement business conducted by the City.

GT-24. **Qualifications of Respondents** – The City of Leesburg reserves the right before awarding the Bid, to require the Bidder to submit such evidence of his qualifications and experience as it may deem necessary, and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Bidder.

- 24.1. The respondent is assumed to be familiar with all Federal, State or local laws, codes, ordinances, rules and regulations that in any manner affect the work, and to abide thereby if awarded the Contract. Ignorance of legal requirements on the part of the Bidder will in no way relieve him of responsibility.
 - 24.2. Any Bidder may be required to show to the complete satisfaction of the City of Leesburg that he has the necessary personnel, facilities, abilities, and financial resources to provide the equipment or goods in a satisfactory manner and within the time specified.
 - 24.3. Bidders must possess any and all required licenses to provide the equipment or goods for this solicitation. The Bidder must hold any required licenses at the time of submitting their bid.
- GT-25. **Quantities** – The City reserves the right to adjust quantities stated in this solicitation. Available funding versus prices bid may affect actual quantities ordered. The City may choose to increase or decrease quantities stated in the documents depending on the circumstance. The City is not obligated to place any order for a given amount subsequent to the award of this solicitation. The City may use any stated estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-governmental or non-profit entities utilizing this contract. In no event shall the City be liable for payments in excess of the amount due for quantities of goods or services actually ordered.
- GT-1. **Registration** – Any vendor being recommended for an award or purchase from this solicitation is required to register with the City's on-line vendor management system. That on-line system is powered by Vendor Registry and can be accessed by navigating to www.leesburgflorida.gov/purchasing and select the Vendor Registry icon. There is no cost to register. Following issuance of the Notice of Recommendation for Award (NORA), the recommended vendor will be provided instructions on how to register with Vendor Registry. Registration must be completed prior to any work or purchases be made under the Contract.
- GT-2. **Responsiveness** – Responses shall conform in all material respects to the solicitation in order to be considered for award. Any bid which fails to conform to the solicitation's essential requirements may be rejected. Any Bid which fails to include the requested information and provided on the forms provided by the City may be considered non-responsive and disqualified from consideration for award. The City shall notify any Bidder in writing whose Bid has been deemed non-responsive.
- GT-3. **Right to Accept or Reject Bids** – Bids which are incomplete, unbalanced, conditional, obscure or which contain additions not required, or irregularities of any kind, or which do not comply in every respect with the solicitation, and the Contract Documents, may be rejected at the option of the City of Leesburg (also see the solicitation Definitions).
- GT-4. **Rules, Regulations and Licenses** – The awarded vendor shall comply with all federal, state, county, and local laws ordinances, rules and regulations applicable to the provision of the goods and/or services specified in this solicitation. Lack of knowledge by the Bidder will in no way be relief from responsibility.
- GT-5. **Signature of Vendor** – The Vendor shall sign the Bid response forms in the space provided for the signature. If the vendor is an individual, the words, "Doing Business As (business name)", or "Sole Owner" shall appear beneath his signature. In the case of partnership, the signature of at least one of the partners shall follow the company name and the words, "Member of Firm", should be written beneath such signature. If the vendor is a corporation, the title of the officer signing the Bid response on behalf of the corporation shall be stated and evidence of his authority to sign the Bid response shall be submitted. The vendor shall state in the Bid response the name and address of each person interested herein.
- GT-6. **State Registration Requirements** – Any corporation submitting a bid in response to this Solicitation shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to award of a contract. Any partnership submitting a response to this Solicitation shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, (800) 755-5111 (<http://www.dos.state.fl.us>).
- GT-7. **Warranty** – All warranties express and implied, shall be made available to the City for goods covered by this solicitation. All goods furnished shall be fully guaranteed by the Seller against factory defects and workmanship. At no expense to the City, the Seller shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

GT-8. **Withdrawal of Bids** – Any Bid response may be withdrawn **prior** to the due date and time specified in the solicitation document and any addenda. Bid responses may not be withdrawn, except with approval of the Purchasing Manager, after the due date and time have passed.

[END OF SECTION]

Complete ALL the forms in this section and submit them in a sealed envelope as your bid response.

General Vendor Information			
Company Name:			
Physical Address:			
Mailing Address:			
Phone No.:		FEIN No.:	
Email Address:			
Financial Status: <input type="checkbox"/> Poor <input type="checkbox"/> Good <input type="checkbox"/> Excellent		No. of Years in Business:	
No. of Personnel Currently Employed:		No. of Personnel Available for this Project:	
Principal Name		Title	
Describe the type of work normally performed by your company:			

Provide information regarding who may be contacted regarding this bid response.

Primary Contact	
Name:	_____
Title:	_____
Address:	_____
Phone No.:	_____
	Mobile Phone No.: _____
Email Address:	_____

SCHEDULE OF BID ITEMS

Your Bid MUST BE submitted on this form. Double check the Bid prices.
 Amounts cannot be changed following the Bid due date and time.

Item Description	Quantity	Unit	Bid Amount
AERIAL BUCKET TRUCK As specified in this Invitation for Bid document and any addenda issued.	1	EACH	\$

- INCLUDE EQUIPMENT LITERATURE FOR THE CAB & CHASSIS AND BODY IN YOUR BID RESPONSE.
- INCLUDE ALL WARRANTY INFORMATION WITH YOUR BID
- ***** IMPORTANT ***** Be sure you have read and understand items ST-16. Basis of Award and ST-17. Liquidated Damages. Submission of a bid establishes your acceptance of these contractual items.

Number of CALENDAR DAYS for DELIVERY After Receipt of Order (ARO):	Calendar Days
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EQUIPMENT INFORMATION			
Cab and Chassis Information			
Make:		Model:	
Year:			
Aerial device Information			
Make:			
Model:			

BIDDER’S CERTIFICATION

- I have carefully examined the Invitation for Bid, Instructions to Bidders, General and/or Special Conditions, Specifications, the Bid submitted and any other documents accompanying or made a part of this invitation.
- I hereby promise to furnish the goods or services specified in the Invitation for Bid at the prices or rates set forth in my bid. I agree that my bid will remain firm for the period established in the bid document in order to allow the City adequate time to evaluate the bids and make award. Furthermore, I agree to abide by all conditions of the bid.
- I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor / contractor as its act and deed and that the vendor / contractor is ready, willing and able to perform if awarded the bid.
- I further certify that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Leesburg or of any other bidder interested in said bid; and that the undersigned executed this Bidder’s Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.
- I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the Solicitation.
- **I further certify by submission of a bid response the equipment proposed in my response meets ALL the minimum specifications as listed except for those exceptions noted here or on an attached separate sheet if necessary. The City may deem the bid non-responsive if an exception to the specifications I found to be a significant failure to meet the minimum specifications.**

NO EXCEPTIONS WILL BE ALLOWED AFTER THE BID IS SUBMITTED.

Please check one:

___ I take NO exceptions

___ I take the exceptions listed here:

___ (If more space is needed, please indicate exceptions here and attach additional pages as needed)

ADDENDUM ACKNOWLEDGMENT

No Addendum were issued.

The undersigned acknowledges receipt of the following addenda to the Invitation for Bid:

Addendum No.	Dated:	Addendum No.	Dated:
Addendum No.	Dated:	Addendum No.	Dated:

FAILURE TO SUBMIT ACKNOWLEDGEMENT OF ANY ADDENDUM THAT AFFECTS THE BID PRICES IS CONSIDERED A MAJOR IRREGULARITY AND MAY BE CAUSE FOR REJECTION OF THE BID.

LOCAL VENDOR STATUS DECLARATION

The responding firm and firm that will enter into an agreement with the City, if selected, declares the following selected Local Vendor status.

Provide Physical Address of Business Office or Full Time Sales Office:

- My Firm Qualifies as a Tier I - Local Vendor for this solicitation**
“Tier I Local Vendor” shall be defined as the primary Business Office or a Full Time Sales Office of the vendor being located within the City of Leesburg or the vendor receiving one or more Utility Services (excluding communications/Internet) from the City of Leesburg.
- My Firm Qualifies as a Tier I - Local Vendor for this solicitation**
“Tier I Local Vendor” shall be defined as the primary Business Office or a Full Time Sales Office of the vendor being located within the City of Leesburg or the vendor receiving one or more Utility Services (excluding communications/Internet) from the City of Leesburg.
- My Firm Qualifies as a Tier II - Local Vendor for this solicitation**

CERTIFICATION SIGNATURES
(this section must be signed and completed.)

_____ Name of Business	_____ Telephone Number
By: _____ Signature	_____ e-mail Address
_____ Printed Name	_____ Mailing Address
_____ Title	_____ City, State, Zip Code