

**ESCAMBIA COUNTY
FLORIDA**

**PD 18-19.019 2019 ISUZU NQR CREW CAB 17,950 GVWR
SPECIFICATION NUMBER PD 18-19.019**

BIDS WILL BE RECEIVED UNTIL 2:00 PM CST, January 17, 2019

Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building
Post Office Box 1591
Pensacola, FL 32591-1591

Board of County Commissioners

Lumon J. May, Chairman
Robert R. Bender, Vice Chairman
Jeff Bergosh
Steven Barry
Douglas B. Underhill

**From:
Paul R. Nobles
Purchasing Manager**

Assistance:

Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

b) "Local Business" Defined:

For the purposes of this section, "Local Business" shall mean a business which meets all of the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County or Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and
2. Holds any business license required by Escambia County or Santa Rosa County, and
3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

c) Certification:

Any vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification, and shall have the sole discretion to determine if a vendor meets the definition of a "Local Business."

d) Preference in Purchase of Commodities and Services by Means of Competitive Bid:

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Bid (Local Price Match Option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount

between \$50,000.00 and \$249,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000.00 and \$249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **Community Redevelopment Area (CRA)** is within **seven percent (7%)** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000.00 and \$999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000.00 and \$999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **four percent (4%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the Escambia County Office of Purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) Notice:

All bid solicitation documents shall include notice to vendors of the local preference policy.

f) Waiver of the Application of Local Preference:

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

g) Limitations:

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.
2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.
3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.
4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) Penalties:

1. Misrepresentation:

A vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

2. Failure to Maintain Local Business Preference Qualifications:

Any vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

3. Lack of Good Faith:

The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or firm under the County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded and the County may return all or a portion of the goods received and

recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference for a “competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation.” For any such solicitation, the County must disclose in the bid package that “any applicable local ordinance or regulation does not include any local preference...” See §255.0991, Florida Statutes.

**ESCAMBIA COUNTY, FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
2019 ISUZU NQR CREW CAB 17,950 GVWR
SPECIFICATION PD 18-19.019**

HOW TO SUBMIT YOUR BID:

Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete bids are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and hour specified for receipt. Late bids will be returned unopened.

** Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents.*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:

- Solicitation, Offer, and Bid Form. The Bid Form must contain an original signature in indelible ink. Bids with photocopies or scanned signatures will not be accepted.

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:

- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:

Placed your bid with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

HOW TO SUBMIT A NO BID:

If you do not wish to bid at this time, please remove the Solicitation, Offer, and Bid Form from the Bid Package and enter No Bid in the "Reason for No Offer" block, your company's name, address, signature, and return the Solicitation, Offer, and Bid Form in a sealed envelope. This will ensure your company's active status in our Bidder's list.

**This form is for your convenience to assist in filling out your bid.
Do not return this form with your bid.**

**2019 ISUZU NQR CREW CAB 17,950 GVWR
PD 18-19.019**

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Forms marked with a (** Double Asterisk) should be returned with the Bid.

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SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM

ESCAMBIA COUNTY, FLORIDA

Submit Offers to:

Jeffrey Lovingood

Purchasing Specialist

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone: 850-595-4953

2019 ISUZU NQR CREW CAB

17,950 GVWR

Solicitation Number PD 18-19.019

Solicitation

MAILING DATE: December 26, 2018

PRE-SOLICITATION CONFERENCE: A Pre-Solicitation Conference will **NOT** be held.

OFFERS WILL BE RECEIVED UNTIL: 2:00 PM CST, January 17, 2019, and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County Office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number:

Delivery Date will be _____ days after receipt of purchase order

Vendor Name: _____

Address: _____

City, ST. & Zip: _____

Phone: (____) _____

Toll Free: (____) _____

Fax: (____) _____

Terms of Payment
See Section 7 of the Special
Terms & Conditions

Reason for No Offer

(Name and Title of Person Authorized to Sign Offer)

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

*

Signature of Person Authorized to Sign Offer
(Original Signature Required)

*** Failure to execute this Form binding the bidders's offer shall result in the being rejected as non-responsive.**

Bid Form

Base Bid \$ _____

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank (**Sec. 46-110.-Local Preference in Bidding**).
Yes ___ No ___

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORTATION

State of Florida Department of State Certificate
of Authority Document Number

Occupational License # _____

Person to Contact Concerning This Bid:

Name: _____

Phone: _____

E-Mail: _____

Person to Contact for Emergency Service:

Name: _____

Phone: _____

E-Mail: _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

And (if applicable) its Federal Employer Identification Number (FEIN) is:

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with a convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Sworn to and subscribed before me this _____ day of _____, 20____. Personally known _____

OR produced identification _____ Type of Identification: _____

Notary Public: State of _____

My Commission Expires: _____

(Printed, Typed, or Stamped Commissioned Name of Notary Public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:

(Name of Business)

1. 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.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).
4. In the statement specified in Paragraph One (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 such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Offeror's Signature

Date

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

(Please Circle One)

Is this a Florida Corporation:

Yes or No

If not a Florida Corporation:

In what state was it created: _____

Name as spelled in that state: _____

What kind of corporation is it:

"For Profit" or "Not for Profit"

Is it in good standing:

Yes or No

Authorized to transact business in Florida:

Yes or No

State of Florida Department of State Certificate of Authority Document Number:

Does it use a registered fictitious name:

Yes or No

Names of Officers:

President: _____

Secretary: _____

Vice President: _____

Treasurer: _____

Director: _____

Director: _____

Other: _____

Other: _____

Name of Corporation (As Used in Florida)

(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:

Post Office Box: _____

City, State, Zip: _____

Street Address: _____

City, State, Zip: _____

(Please provide both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

**Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 2 of 2)**

Federal Identification Number:

(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:

E-Mail: _____

Telephone: _____

Facsimile: _____

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

END

Verified by: _____

Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4806.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the 's Solicitation, Offer, and Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

BID INFORMATION: See Escambia County Office of Purchasing web site at <https://myescambia.com/our-services/purchasing> then click "Solicitations".

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms, and Payment
 - 5.01 Taxes
 - 5.02 Discounts
 - 5.03 Mistakes
 - 5.04 Condition and Packaging
 - 5.05 Safety Standards
 - 5.06 Invoicing and Payment
 - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
 - 9.01 County Procedure on Acceptance of Gifts
 - 9.02 Contractors Required to Disclose Any Gift Giving
 - 9.03 Gratuities
10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability

**The following General Terms and Conditions are incorporated by reference
(Continued)**

22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for doing Business in Florida, go to the Department of State, Division of Corporations, URL: <http://dos.myflorida.com/sunbiz/search/>
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

**Specification Number PD 18-19.019, "2019 Isuzu NQR Crew Cab 17,950 GVWR",
Name of Submitting Firm, Time and Date due.**

Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The Following Policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the s for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

- 1) Rejection/Disqualification of Submittal,
- 2) Termination of Contract; or
- 3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Scope of Work

Please see the attached "Exhibit A."

3. Procurement Questions

Questions shall be directed to Jeffrey Lovingood, Purchasing Specialist, at JDLovingood@myescambia.com. Last day for questions will be January 14, 2018 at 5:00 PM CST.

4. Forms

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope, with Original signatures, in indelible ink, and signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

5. F.O.B. Point

The F.O.B. shall be 601 Highway 297-A, Cantonment, FL, 32533, Attention James Higdon (850-937-2123). Offers showing other than F.O.B. destination will not be accepted. The prices shall include all costs of packaging, transporting, delivery and unloading to designated point within Escambia County.

6. Delivery

Delivery is requested within 120 calendar days after receipt of purchase order or release order.

7. **Payment**

Partial billing will not be accepted. Escambia County will pay 100% of the contract price after all items have been delivered and accepted. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 South Palafox Place
Pensacola, FL 32502

8. **Information and Descriptive Literature**

Offerors shall furnish all information requested and in the space provided on the form, if any. Furthermore, each offeror offering an alternate other than the brand(s) specified shall submit with his offer, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous offer will not satisfy this provision. Offers which do not comply with these requirements shall be subject to rejection.

9. **Brand/Manufacturer Referenced**

Reference manufacturer indicated. Products similar in design and equal in function and performance may also be considered. Alternate offers shall include detailed specifications and/or descriptive literature. Failure to include such specifications or literature may be cause for disqualification of the offer.

10. **Equivalents/Samples**

Please note the clause "manufacturers' name and approved equivalents" in general conditions on the cover sheet. In addition to the equivalency requirement, vendors offering equivalent items shall meet the general design and style given for the "as specified" item.

11. **Equipment/Service**

The scope of these specifications is to insure the delivery of a complete unit ready for operation. Omission of any essential detail from these specifications does not relieve the awarded vendor from furnishing a complete unit.

All equipment shall be new, of current manufacturer in production at the time of solicitation opening and carry standard warranties. The awarded vendor shall service all equipment prior to delivery.

Offers will be considered only on equipment which can, on short notice, be serviced and maintained by the successful offeror. At the time of solicitation opening, the offeror shall be an authorized dealer, distributor, and/or representative of the manufacturer for the brand/model being offered. For the purposes of this solicitation, dealer, distributor, and/or representative means a firm or person that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, parts, articles, or equipment of the general character described in the specifications are bought, kept in stock and sold commercially or to the public in the usual course of business. The offeror shall maintain a normal supply of repair parts and be equipped with personnel and facilities to provide such service as necessary to keep the equipment in operation with a minimum delay. Failure to meet these requirements, in the County's sole opinion, may be cause for rejection.

Offeror shall indicate the nearest available location for replacement parts, how long parts will be available on the market and the number of days to receive parts after receipt of order. The space for this information is included on the form.

12. Assembly and/or Placement

All items shall be completely assembled when delivered to Escambia County.

All items shall be completely assembled by the awarded vendor prior to acceptance by Escambia County. Space will be provided by the County for on-site assembly by the awarded vendor. It will be the responsibility of the awarded vendor to supply the necessary labor and materials for the placement of all equipment as specified herein. Equipment is to be set-up, serviced, tested and demonstrated at no charge to Escambia County.

13. Manuals

The following manuals, in the quantities indicated, shall be delivered with each piece of equipment:

Operation manual	2 copies
Parts manual	2 copies
Repair manual	2 copies

In addition to the above, the equipment shall be delivered with the following documents as applicable:

- A. Statement of origin
- B. Warranty certifications
- C. Copy of pre-delivery service report
- D. DHSMV-82040, Application for certificate of title/registration.
- E. Check for title - Payable to Janet Holley, Escambia County Tax Collector. Title vehicle to: **ESCAMBIA COUNTY, FLORIDA.**
- F. Sales tax exemption form (if required).
- G. Forward all title work to:

Road Department/Fleet Division
ATTN: James Higdon
601 Hwy 297A
Cantonment, Florida 32533
- H. Check for excess mileage (when applicable) - Payable to, Clerk of the Circuit Court.

14. Pricing

All items sold to the County as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

15. Ordering

Upon award, the County will issue a purchase order for the vehicle listed on the form.

16. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

17. Award

Award shall be made on an "all-or-none total" basis.

18. Termination (Public Records Request)

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

19. As Specified

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.



WARD INTERNATIONAL TRUCKS, INC.

December 11, 2018

Escambia County Roads Department

601 Highway 297-A

Cantonment, FL 32533

Attn: Jamey Higdon

Quote for Trucks

Prepared by: Dave Huffman

Equipment Summary

Cab & Chassis: 2019 Isuzu NQR Crew Cab (17,950 GVWR)

Body Equipment: Custom Built Conyers BL-20 Heavy Duty Open Landscape with HD Dovetail Ramp

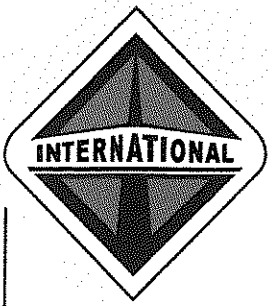
Cost for Completed Truck & Body F.O.B. Customer Location

\$59,595.94 ea.

Comment: This quote was prepared with input from Mr. Higdon to improve the overall safety, reliability and performance of the previous Isuzu NQR Landscape combination trucks delivered in 2016 to Escambia County. The upgrades integrated into the new quote allow for a safer and more effective use of the Isuzu truck when combined with the Abei TT211 Mower system. The following summary outlines these performance improvements.

Post Office Box 5375
Mobile, Alabama 36605
251 - 433 - 5616
1 - 800 - 476 - 6841

5885 North W Street
Pensacola, FL 32505
850 - 474 - 9301
1 - 800 - 326 - 8036



WARD INTERNATIONAL TRUCKS, INC.

Original Equipment Concerns – 2016 Isuzu NQR Crew Cab/Conyers BL-18 Landscape Body

1. Overall deck area too constricted when loaded with Abei TT211 96" Wide X 14' Long
2. When loaded with Abei TT21 unit the body showed signs of flexing and created body roll under driving conditions
3. Driver concerns with "light steering" conditions due to equipment position on body
4. Aebi TT211 Overall size and weight too large for BL-18 Body

Product Improvements

1. **Conyers Body Upgrade** – Switched from regular grade BL-18 Landscape Body to BL-20 Heavy Duty Body and Dovetail System. This body has been custom designed for heavy equipment management.
2. **Body Dimension Improvement** – Original BL-18 Body dimensions are 96" W X 18' L and only has 14' of deck space. The BL-20 increased the width to 102" and the available deck length to 16' which provided a better platform area for the equipment requirements. This larger work space will improve safety for loading and unloading the power mowers as well as positioning of the equipment for weight distribution.
3. **Increased Body Strength** – The BL-20 Body has 3/16" heavy duty flooring material. This heavy plate steel improves the rigidity of the deck area to prevent the body from flexing under load during driving conditions. Eliminating body flex will drastically improve the operating conditions for the driver and improve the overall safety of the truck under loaded conditions.
4. **Reinforced Heavy Duty Dovetail Ramp** – Combined with the BL-20 Body the new ramp system has been upgraded to a Reinforced 102" wide Heavy Duty Dovetail with extra springs. This improved loading system is built with 3# Grade steel grating for increased duty cycles and large equipment. The increased ramp width and strength also improves safety when loading and unloading equipment.



WARD INTERNATIONAL TRUCKS, INC.

Improved Design Features

- Improved Body Stability
- Improved Body Durability
- Improved Dovetail Ramp System
- Improved Deck Area on Body
- Improved Safety for Equipment Operators
- Improved Safety for Driver
- Improved Versatility of Unit with Abei TT211 Equipment

Sincerely,

Dave Huffman

Ward International, Truck Sales

Post Office Box 5375
Mobile, Alabama 36605
251 - 433 - 5616
1 - 800 - 476 - 6841

5885 North W Street
Pensacola, FL 32505
850 - 474 - 9301
1 - 800 - 326 - 8036

Escambia County NQR Crew 2019



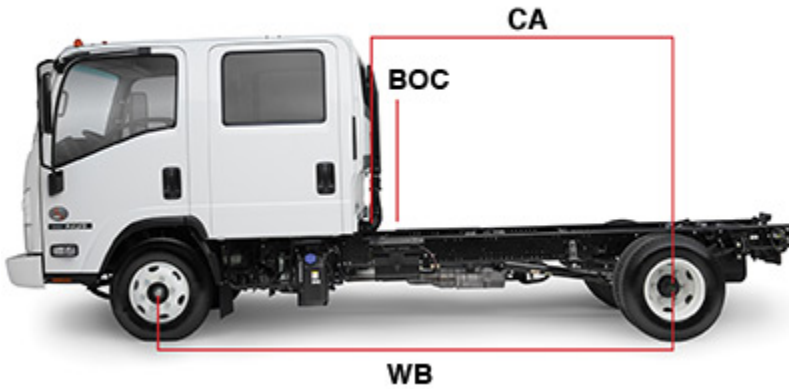
Current report content is based on data as of 2018-12-11 07:44:07. Any performance-related calculations are offered solely as guidelines. Actual vehicle performance will depend on your operating conditions. All Information, specifications and pricing in this application are based on the latest information available. Isuzu Commercial Truck of America, Inc. reserves the right to discontinue or change, at any time, without prior notice, the pricing, specifications, options, materials, equipment, design and models.

WARD ISUZU TRUCK PENSACOLA

David Huffman | 850-206-6549 | dhuffman@wardintltrucks.com

Escambia County NQR Crew 2019 (2019 NQR Crew Cab Chassis, NS4 176", 17,950 GVWR. White, In rail fuel tank with power windows, power door locks and air conditioning)

Weight Distribution



Front %	Front Wt.	Rear %	Rear Wt.
67%	5,587.43 lbs.	33%	2,732.57 lbs.

GVWR	GVW	Remaining Payload Weight
17,950.00 lbs.	8,320.00 lbs.	9,630.00 lbs.

Driver/Passenger Weight	350.0 lbs.
Rear Passengers	600.0 lbs.
Wheelbase (WB)	176 inches
Cab to Axle(CA)	114.5 inches
Body Length	
Body Weight	
Cab to Body (BOC)	5.3 inches

**** You must fill in body length and weight to enable body and payload weight calculations.**

Weight (lbs.)	Front	Rear	Total
Chassis	4,714.00	2,556.00	7,270.00
Chassis Equipment	99.00	1.00	100.00
Subtotal	4,813.00	2,557.00	7,370.00
Driver/Passengers	774.43	175.57	950.00
Body/Body Equipment	0.00	0.00	0.00
Payload	0.00	0.00	0.00
Total	5,587.43	2,732.57	8,320.00
GAWR/GVWR	6,830.00	12,980.00	17,950.00
GCWR			23,950.00

Chassis Equipment:

Code	Item	Center of Gravity	Front Axle	Rear Axle	Total
54	White, In rail fuel tank with power windows, power door locks and air conditioning		80.00 lbs.	0.00 lbs.	80.00 lbs.
IF6	Fire Extinguisher and Triangle Kit mounted in rear organizer on standard cab and under rear seat on crew cab		19.00 lbs.	0.00 lbs.	19.00 lbs.
UZF	Back up alarm		0.00 lbs.	1.00 lbs.	1.00 lbs.

Driver/Passengers:

	Center of Gravity	Front Axle	Rear Axle	Total
Driver	front axle	350.00 lbs.	0.00 lbs.	350.00 lbs.
Rear Passengers	10 inches in front of the back of cab	424.43 lbs.	175.57 lbs.	600.00 lbs.

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Escambia County NQR Crew 2019 (2019 NQR Crew Cab Chassis, NS4 176", 17,950 GVWR. White, In rail fuel tank with power windows, power door locks and air conditioning)

Selected Model and Options

	Code	Description	Weight	MSRP
Model				
	NS4	NQR Crew Cab Chassis 176		\$63,148.00
	54	White, In rail fuel tank with power windows, power door locks and air conditioning		\$1,272.00
Tires				
	I5H	LRR (low rolling resistance)	0.0 lbs.	Inc.
Engine				
	I1B	4HK1-TC, diesel engine 317 CID (5.19L), 215 HP at 2550 RPM: 452 ft.-lb. gross torque at 1850 RPM. 4 cylinder, 16 valve, four cycle, overhead cam, turbocharged, inter-cooled, water cooled EGR valve, direct injection, electronically controlled common rail fuel system, engine cruise control function. Oil level check switch and light. Engine Warning system with audible warning for low oil pressure, high coolant temperature, and low coolant level.	0.0 lbs.	Inc.
Transmission				
	IR7	Aisin A465/6-speed automatic transmission, Ratios: 3.742, 2.003, 1.343, 1.00, 0.773, 0.634, Rev 3.539	0.0 lbs.	Inc.
Wheelbase				
	IH7	176 inches, includes ladder type channel frame. Full C section straight frame 33.5 inches wide. Yield strength 44,000 psi; section modulus 11.89 in3 RBM 523,160 lb./ft./in. per rail.	0.0 lbs.	Inc.
Air Cleaner				
	KNX	Dry Paper single element. (Donaldson brand) Air cleaner canister standard with air restriction indicator in the driver's Multi-Information Display (MID).	0.0 lbs.	Inc.
Alternator				
	I2C	140 AMP. with integral regulator.	0.0 lbs.	Inc.
Battery				
	IX1	Dual 12-Volt maintenance free group 31 750 CCA batteries with threaded posts	0.0 lbs.	Inc.
Exhaust				
	IX7	Single horizontal with DPF/SCR exhaust system	0.0 lbs.	Inc.
Front Axle				
	ID2	"I"-beam rated at 6,830 lbs. Includes integral hydraulic power steering. Ratio 18.8-20.9:1.	0.0 lbs.	Inc.
Front Suspension				
	ID8	8440 lbs. Capacity semi elliptical tapered leaf spring. Includes shock absorbers and stabilizer bar	0.0 lbs.	Inc.
Front Wheels				
	IB9	19.5" x 6", 6-hole disc, painted white	0.0 lbs.	Inc.

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Escambia County NQR Crew 2019 (2019 NQR Crew Cab Chassis, NS4 176", 17,950 GVWR. White, In rail fuel tank with power windows, power door locks and air conditioning)

Selected Model and Options

Code	Description	Weight	MSRP
Front Tires			
XTN/R3M	225/70R19.5F (12 ply) tubeless Radial, all season	0.0 lbs.	Inc.
Rear Suspension			
ID9	14,550 lbs. capacity. Semi-elliptical main and auxiliary multi-leaf springs. Includes shock absorbers.	0.0 lbs.	Inc.
Rear Axle			
ID3	Single-speed, 14,550 lb. capacity with oil lubricated rear wheel bearings.	0.0 lbs.	Inc.
Ratio			
098	5.125:1	0.0 lbs.	Inc.
Rear Wheels			
IC1	19.5" x 6", 6-hole disc, painted white	0.0 lbs.	Inc.
Rear Tires			
YTN/S3M	225/70R19.5F (12 ply) tubeless Radial, all season tread.	0.0 lbs.	Inc.
Fuel Tank			
IF9	30 gal. rectangular fuel tank. Mounted between frame rail through the rail fuel fill. Fuel water separator with dash mounted warning light.	0.0 lbs.	Inc.
Seat			
AQB	Driver seat is reclining high back. Two single occupant fold down seats with tray backs.	0.0 lbs.	Inc.
Brakes			
K40	Butterfly valve type exhaust brake	0.0 lbs.	Inc.
IT4	Dual circuit, Hydro-Boost hydraulic brake system with EBD (Electronic Brake Distribution). Mechanical transmission mounted parking brake. Non-asbestos semi metallic linings are standard. Anti-lock brake system	0.0 lbs.	Inc.
Power Windows & Door Locks			
IL0	Yes	0.0 lbs.	Inc.
Floor Mats			
IQ6	Standard Floor Mats	0.0 lbs.	Inc.
Additional Options			
IF6	Fire Extinguisher and Triangle Kit mounted in rear organizer on standard cab and under rear seat on crew cab	19.0 lbs.	\$88.00
UZF	Back up alarm	1.0 lbs.	\$112.00
Accessories			
IX2	Rear body dome lamp switch	0.1 lbs.	Inc.

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WARD ISUZU TRUCK PENSACOLA

David Huffman | 850-206-6549 | dhuffman@wardintltrucks.com

Escambia County NQR Crew 2019 (2019 NQR Crew Cab Chassis, NS4 176", 17,950 GVWR. White, In rail fuel tank with power windows, power door locks and air conditioning)

Selected Model and Options

Code	Description	Weight	MSRP
8RP	AM/FM/CD radio with Aux input/USB port and Bluetooth RPO	0.0 lbs.	Inc.
Totals			
	Base Price		\$63,148.00
	Destination Charge		\$1,125.00
	DEF Fill Charge		\$10.00
	Total Options Price		\$1,472.00
	Tire Weight Tax		\$7.94
	Total		\$65,762.94

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Escambia County NQR Crew 2019 (2019 NQR Crew Cab Chassis, NS4 176", 17,950 GVWR. White, In rail fuel tank with power windows, power door locks and air conditioning)

Warranty

Coverage	Warranty Limitations (Time or Mileage, Whichever Comes First)		Percent of Dealer's Normal Charge Paid by Owner	
	Time	Vehicle Miles	Parts	Labor
Basic	0-3 Years	Unlimited	No Charge	No Charge
Engine	0-3 Years	Unlimited	No Charge	No Charge
<ul style="list-style-type: none"> • Transmission • Drive Axles • Propeller Shaft • Front Axle I-Beam • Crossmembers • Flywheel Housing • Clutch Housing 	0-3 Years	Unlimited	No Charge	No Charge
Frame Rails	0-3 Years	Unlimited	No Charge	No Charge
Frame Rails	3-5 Years	Unlimited	50%	50%
Engine Emissions Control System	0-5 Years	0-100,000	No Charge	No Charge
California Emissions Performance	0-3 Years	0-50,000	No Charge	No Charge
California Emissions Long-Term Defects	0-7 Years	0-70,000	No Charge	No Charge
Tires	0-2 Years	0-24,000	No Charge	No Charge
Corrosion (Rust Through)	0-4 Years	Unlimited	No Charge	No Charge

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Escambia County NQR Crew 2019 (2019 NQR Crew Cab Chassis, NS4 176", 17,950 GVWR. White, In rail fuel tank with power windows, power door locks and air conditioning)

Quote Worksheet

	MSRP
Base Price	\$63,148.00
Destination Charge	\$1,125.00
DEF Fill Charge	\$10.00
Total Options	\$1,472.00
Subtotal	\$65,755.00
20' Open Landscape Body	\$8,338.00
Subtotal Additional Equipment	\$8,338.00
Subtotal Miscellaneous Equipment	\$0.00
Pre-Tax Subtotal	\$74,093.00
Less Customer Discount	(\$-14,505.00)
Subtotal Discount	(\$-14,505.00)
Taxable Price	\$59,588.00
Sales Tax	0% \$0.00
Tire Weight Tax	\$7.94
Subtotal Taxes	\$7.94
Subtotal Post-Tax Adjustments	\$0.00
Less Post-tax Customer Discount	\$0.00
Subtotal Discount	\$0.00
Total Sales Price	\$59,595.94

Dealer Signature/Date

Customer Signature/Date

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