



**20269**

## **LIGHT TOWER EQUIPMENT RENTAL**

Commodity Code 28527, 98854

### **SECTION A: SCOPE / SPECIFICATIONS**

**1. SCOPE OF SERVICE:** The City of Daytona Beach (City) is requesting quotes for the following products or services. Quotes may be e-mailed to [PURCHASING@CODB.US](mailto:PURCHASING@CODB.US), faxed to 386-671-3964 or delivered to the Purchasing Department, 301 South Ridgewood, Room 146, Daytona Beach, FL 32114 by the date and time indicated above.

The City of Daytona Beach is seeking quotes for the rental of light towers for select events within the City of Daytona Beach.

**2. SPECIFICATIONS FOR LIGHT TOWER EQUIPMENT RENTAL**

If awarded, the Vendor hereby agrees to furnish all labor, materials, and equipment to provide the product/service in accordance with these specifications and conditions for the amount stated in the price schedule.

A. The City of Daytona Beach is looking for a unit price contract that includes delivery, freight, setup, removal, fuel, and any other charges associated with the rental of light towers for special events.

B. Light Towers will be Terex RL 4000 or equal. Each unit shall include:

- 4 1000 watt or greater lamps (4000 watts of light).
- Stand alone generator with 13.5 hp or greater engine
- One 20A / 120V GPI duplex, one T/L 30A / 240V recepticles

C. Equipment will be ordered via a City of Daytona Beach Purchase Order and delivered by the Contractor prior to the event.

D. Quoted unit price will include delivery, setup, fully fueled generator, removal, and tow away back to the Contractors storage facility. There will be no other fees permitted to be charged other than the unit price quoted.

E. City will cap off the generator fuel tank prior to the Contractor picking up the unit.

F. Units will be used a minimum at the following locations:

- 2 towers at Cypress Park (925 George Engram Blvd, Daytona Beach) 6 times per year.
- 8 towers twice a year at various City locations for Bike Week (March) and Biketoberfest (October)
- 2 towers reserved during hurricane season for Emergency Operations Center (Daytona Police Department)
- Other special events as needed – Could be requested for any location in the City of Daytona Beach.

G. Exhibit 1 shows a PDF with spec of the unit or equal the City is seeking a quote on.

**3. QUESTIONS FOR INTERPRETATION.** Questions will be accepted in writing only by email [purchasing@codb.us](mailto:purchasing@codb.us) [PREFERRED] or fax 386-671-3964. The deadline for questions is 3 business days prior to the due date.

### **SECTION B: DELIVERY LOCATION**

Any product or service that results from an award will be delivered to the address indicated on the purchase order issued at the time the order is placed. Delivery will be within the 32114, 32118, or 32124 zip codes.

Delivery of all products under this solicitation will be quoted FOB Destination (address listed above). No delivery charges will be added to invoices.

### **SECTION C: SPECIAL CONDITIONS**

**1. AWARD.** An award, if any, will be made to the responsible Vendor offering the lowest responsive quote for goods and services determined to be in the best interests of the City or capable of providing the product and/or services. Upon award, this document will be deemed as a Contract.

While this quote is meant for the department and address listed above, any department within the City may acquire the quoted product or service under the same terms and conditions.

2. **PAYMENT.** If solicitation is awarded, payment will be made to the Vendor in conformance with the price schedule after a) satisfactory completion of the delivery or work b) receipt of an invoice that includes invoice number, purchase order number (unless paid by P-Card), quantity, description, unit prices, and total of invoice. Payment will be made within 45 days of the date of receipt in accordance with F.S. 218.70 Prompt Payment Act.

3. **UNIT PRICING AND QUANTITIES.** If this quote requests submission of unit prices: (i) the Vendor will hold all unit prices firm for the duration of the Contract, including any extension thereof, unless otherwise stated in the Contract Documents; and (ii) quantities stated as an estimate only and no guarantee is given or implied as to quantities that will actually be required during the Contract period.

4. **RESPONDENTS.** Before submitting an Invitation for Quotes (IFQ), respondents will become fully informed as to the extent and character of the product and/or work and will carry all licenses required by the City, State, and Federal Government, if applicable. It is understood by the respondent that the submission of an IFQ is agreement with all conditions referred to herein and that this is an offer made and will be good for 60 days. No guarantee is given that this offer will be accepted by the City.

5. **RESTRICTIONS.** Time, dollar, or quantity restrictions are not permissible. Quotes offered which include such restrictions will be rejected. Any variations from this specification will be indicated on the quote sheet and will be explained in detail on a separate attachment.

6. **IRS FORM.** Submit signed IRS W-9 form, latest version (2017).

7. **REFERENCES.** City reserves the right to request references with whom your company has provided stated product or service within the last 3 years.

8. **TERMINATION.** The City may by written notice to awarded Vendor terminate this Contract, in whole or in part, at any time, either for the City's convenience or because of the failure of the awarded Vendor to fulfill its any resulting contractual obligations. 1) Before terminating for convenience, City must provide awarded Vendor at least 30 day's advance notice of termination. This Contract will terminate automatically and without need for further notice upon the expiration of the notice period. 2) Before terminating due to awarded Vendor's material breach of its any resulting contractual obligations, City must provide awarded Vendor prior written notice, specifying the breach and demanding awarded Vendor remedy the breach within 10 days of the notice, or within such longer period as may be reasonably required if the nature of the breach is that it cannot be remedied within 10 days of notice. This Contract will terminate automatically and without need for further notice if awarded Vendor fails to remedy the material breach within the period described in the City's notice of breach.

9. **PRICE** will remain firm for the contract period. Quoted price is inclusive of all of the Vendor's direct and indirect costs of performing the Work, including any surcharges, fuel charges, delivery charges, disposal charges, or other unspecified additional fees. The compensation described on the price schedule will be Vendor's sole compensation for the products or services to be provided. Pricing will exclude any Federal or State of Florida sales tax, as the City of Daytona Beach is exempt from the payment of such taxes, unless otherwise stated in the RIFQ.

10. **TERM.** The term of this contract will be 1 year, commencing on the effective date. The effective date is defined as the date on which the City Manager approves the quote. The City will have the option to renew said contract for up to 2 Terms of 1 year each by providing awarded Vendor 60 days written notice before the end of the current term, unless waived by the awarded Vendor.

11. **NON-APPROPRIATIONS CLAUSE.** In the event sufficient funds are not budgeted for a new fiscal period, the City will notify the Vendor of such occurrence, and this Contract will terminate on the last day of the current fiscal year without penalty or expense to the City.

12. **FAILURE TO DELIVER.** In the event of the awarded Vendor to fail to deliver services in accordance with these terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the awarded Vendor responsible for this purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have.

13. **PERSONNEL.** Awarded Vendor represents that they have or will secure at awarded Vendor's own expense, all personnel required in performing the services under this Contract. Such personnel will not be employees of or have any contractual relationship with the City.

14. **INDEMNIFICATION.** Awarded Vendor will indemnify and hold harmless the City, including the City's officers, employees, and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of awarded Vendor, or awarded Vendor's officers, employees, or agents, including subcontracted Vendors and other persons employed or used by awarded Vendor in the performance of this Contract. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Contract or otherwise.

15. **ADDITIONAL QUANTITIES.** For a period not exceeding 90 days from the date of award of the Contract by the City, the right is reserved to acquire additional quantities up to but not exceeding those shown on Bid at the prices Bid in this invitation.

16. **AMENDMENTS AND MODIFICATIONS.** The City may unilaterally change, at no additional cost, the quantity and receiving point within the City for items not yet shipped. The City will not be required to pay for defective items, back-orders, late deliveries, deliveries

of quantities of items exceeding the quantities specified, or items shipped at a higher price than stated in this Contract or the purchase order.

17. **CONDITION/WARRANTY.** All products and/or materials will be new and will be warranted against any defects in material and workmanship. The period of manufacturer's warranty will begin to run at the time the item(s) or material(s) are received, inspected, and accepted by a representative of the City.

18. **TITLE / RISK OF LOSS** will not be deemed to pass to the City unless and until the products ordered have been delivered; and, where inspection is required prior to City acceptance, until the City has inspected and accepted such products.

19. **UNLOADING OF PRODUCTS.** Delivery will include the unloading of quoted items or materials from the transport vehicle and placed at a location designated by a representative of the City. The City does not have loading docks or forklifts. Vendor will come prepared with their own equipment to unload items or materials from the transport vehicle to a place designated by a representative of the City.

#### **SECTION D: INSURANCE**

The awarded Vendor must submit any required insurance before beginning the delivery/work .

Awarded Vendor will provide and maintain at awarded Vendor's own expense, insurance of the kinds of coverage and in the amounts set forth in this Section. All such insurance will be primary and non-contributory with the City's own insurance. In the event any request for the performance of services presents exposures to the City not covered by the requirements set forth below, the City reserves the right to add insurance requirements that will cover such an exposure.

(a) Coverage and Amounts.

(1) Workers Compensation Insurance as required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of awarded Vendor, employed at the site of the service or in any way connected with the work, which is the subject of this service. The insurance required by this provision will comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than \$500,000 per occurrence. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage.

(2) Liability Insurance, including (i) Commercial General Liability coverage for operations, independent awarded Vendors, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring awarded Vendor and any other interests, including but not limited to any associated or subsidiary companies involved in the work; and (ii) Automobile Liability Insurance, which will insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the awarded Vendor in the performance of this Contract.

The limit of liability for each policy will be a combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence. If insurance is provided with a general aggregate, then the aggregate will be in an amount of no less than \$2,000,000. The Risk Manager may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

**THE COMMERCIAL GENERAL LIABILITY INSURANCE POLICY WILL NAME THE CITY AS AN ADDITIONAL INSURED.** Awarded Vendor's Commercial General Liability insurance policy shall provide coverage to awarded Vendor, and City when required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) without the attachment of any endorsements excluding or limiting coverage for Products/Completed Operations, Independent awarded Vendors, Property of City in awarded Vendor's Care, Custody or Control or Property of City on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds). When City is added as additional insured by endorsement, ISO Endorsements CG 20 10 and CG 20 37 or their equivalent shall be used to provide such Additional Insured status.

Unless specifically waived hereafter in writing by the Risk Manager, awarded Vendor agrees that the Insurer will waive its rights of subrogation, if any, against the City on each of the types of required insurance coverage listed above.

(b) Proof of Insurance. Awarded Vendor will furnish proof of insurance acceptable to the City prior to or at the time of execution of this Contract. Awarded Vendor will not commence work until all proof of such insurance has been filed with and approved by the City. Awarded Vendor will furnish evidence of all required insurance in the form of certificates of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, and the expiration dates.

If requested by the City, awarded Vendor will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the City.

(c) Cancellation; Replacement Required. Awarded Vendor will file replacement certificates 30 days prior to expiration or termination of the required insurance occurring prior to the acceptance of the work by the City. If a required policy is canceled without awarded Vendor's prior knowledge awarded Vendor will immediately notify the City immediately upon becoming aware that a required

insurance coverage has been canceled for any reason, and promptly replace the canceled policy. The City expressly reserves the right to replace the canceled policy at awarded Vendor's expense if awarded Vendor fails to do so.

(d) **Termination of Insurance.** Awarded Vendor may not cancel the insurance required by this Contract until the work is completed, accepted by the City and awarded Vendor has received written notification from the Risk Manager that awarded Vendor may cancel the insurance required by this Contract and the date upon which the insurance may be canceled. The Risk Management Division of the City will provide such written notification at the request of awarded Vendor if the request is made no earlier than two weeks before the work is to be completed.

(e) **Liabilities Unaffected.** Awarded Vendor's liabilities under this Contract will survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Similarly, awarded Vendor's liabilities under this Contract will not be limited to the extent of the existence of any exclusions or limitations in insurance coverages, or by awarded Vendor's failure to obtain insurance coverage.

Awarded Vendor will not be relieved from responsibility to provide required insurance by any failure of the City to demand such coverage, or by City's approval of a policy submitted by awarded Vendor that does not meet the requirements of this Contract

**SECTION E: PRICE SCHEDULE**

LINE NO.	DESCRIPTION	QTY	UNIT OF MEASURE	UNIT PRICE	LINE ITEM COST
1	Light Tower (4000 Watt) with generator (daily rate)	16	EACH	\$	\$
2	Light Tower (4000 Watt) with generator (weekly rate)	20	EACH	\$	\$
3	Light Tower (4000 Watt) with generator (monthly rate)	2	EACH	\$	\$
	TOTAL IFQ				\$
If total quote exceeds \$25,000 check the box at the right and <u>do not list</u> individual pricing. All totals over \$25,000 require a competitive sealed bid (ITB or RFP). This way bidder does not expose pricing before proper solicitation is issued.					

**SECTION F: SUBMISSION INFORMATION**

IFQ's are due **on or before 4:00 PM, 1/2/2020**

- Submit all pages of this IFQ, including signatures at the bottom of each page.
- If awarded, submit W-9
- Prior to beginning work, Certificates of Insurance (COI) outlining minimum requirements stated in section D.

**SECTION G: VENDOR / RESPONDENT INFORMATION**

- *It is understood by the respondent that the submission of an IFQ is agreement with all conditions referred to herein and that this is an offer which will be good for 60 days. If accepted, the City will issue a written work authorization in the form of a purchase order or notice to proceed.*
- *By signing below I agree that I am an authorized representative of the company.*
- *I have read and fully understand the scope, terms, and conditions described herein.*
- *I understand this is only an offer and not a guarantee that the company listed below will be selected.*

Authorized Signature:	Company Name:
Printed Name & Title:	Full Address:
Date:	Email:
Telephone:	FEI/EIN:

Version 6/10/2019



# RL4000

## Light Towers

# LIGHT TOWER RL4000



### Features

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>• Dual self-braking winch design for fast and easy tower erection and extension.</li> </ul>                     | <ul style="list-style-type: none"> <li>• Maintenance-friendly electrical assemblies make troubleshooting, service and repair a breeze.</li> </ul> |
| <ul style="list-style-type: none"> <li>• 30 ft (9.14 m) light height at full extension for excellent illumination at long distances.</li> </ul>        | <ul style="list-style-type: none"> <li>• 3 cylinder diesel engine powers a brushless self regulated type generator.</li> </ul>                    |
| <ul style="list-style-type: none"> <li>• 359 degree non-continuous tower rotation to provide pin-point light positioning at your work site.</li> </ul> | <ul style="list-style-type: none"> <li>• Centerpoint lifting bracket and fork lift pockets make transport easy.</li> </ul>                        |
| <ul style="list-style-type: none"> <li>• 4,000 Watts of light</li> </ul>   | <ul style="list-style-type: none"> <li>• Compact design allows up to 10 units per truck load.</li> </ul>  |
| <ul style="list-style-type: none"> <li>• Quiet 71 dBA sound levels at 23 feet (7 m).</li> </ul>  | <ul style="list-style-type: none"> <li>• Engine protection includes high water temperature and low oil pressure shutdowns.</li> </ul>             |
| <ul style="list-style-type: none"> <li>• Excellent fuel economy providing up to 60 hours of run time per tank of fuel.</li> </ul>                      | <ul style="list-style-type: none"> <li>• Cabinet is protected with a durable, fade resistant finish.</li> </ul>                                   |

# Light Towers RL4000

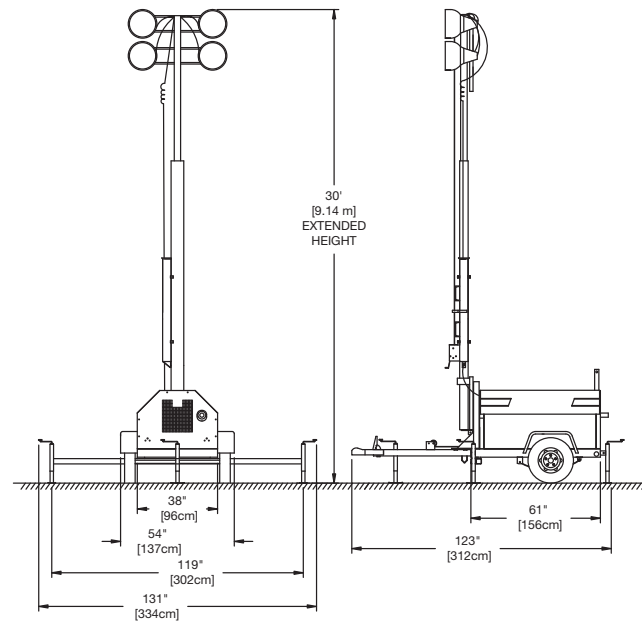
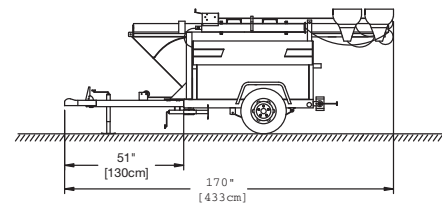
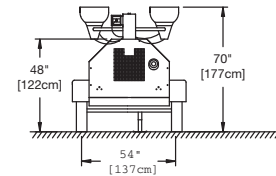
## Specifications

Lamps	Metal halide 4 x 1,000 W
Generator	Brushless 60 Hz, 6.0 kW
Engine	Kubota diesel 13.6 hp
Receptacles	One GFI duplex 20 A / 120 V One T/L 30 A / 240 V
Fuel capacity	30 gal (114 L)
Wheel size	13" (33 cm)
Axle rating	2,000 lbs (907 kg)
Tongue weight travel position	199 lbs (91 kg)
Total weight no fuel	1,725 lbs (783 kg)

## Options and Accessories

12 volt dome light with switch
4 horizontally mounted lights, cast aluminum square housing
50 hz, 7 kW generator, 13.6 hp Kubota engine
60 hz, 6 kW generator, Perkins Tier IV 13.8 hp
700 CCA battery
Battery heater blanket
Block heater
Combination ring/ball hitch
DOT tail light package (6 or 7 pole)
Export racking/preparation
Fuel/water separator filter
Fuel/water separator with fuel line heater
Low temperature coolant mixture (-40 deg F)
Ring hitch 2.5"

## Dimensions



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Visit us online at [www.lighttowers.net](http://www.lighttowers.net)

SALES: 312-780-0820 TOLL FREE: 800-975-5977