PROCUREMENT & MATERIALS
MANAGEMENT DIVISON
100 N. ANDREWS AVENUE
FORT LAUDERDALE, FL 33301
Ph: (954) 828-5933; Fax: (954) 828-5576

CITY OF FORT LAUDERDALE
INVITATION TO BID
e-mail: purchase@ci.fort-lauderdale.fl.us

ITB NO. 232-8941

BIDS MUST BE RECEIVED PRIOR TO 2:00 P.M. ON: 8/29/03

TITLE: **Trailer - Heavy Duty (9 Ton)**
PROCUREMENT SPECIALIST: James Hemphill
DEPT: Fleet Services
CONTACT FOR TECHNICAL QUESTIONS: Don Mordas
PHONE: (954) 828-5765

Bidder Must Complete the Following:

Vendor Name Number & Street: City, State, Zip (+4) (See General Conditions Section 1.01)	Total Bid Discount (section 1.04) Bids are firm for Acceptance for 90 days (Section 1.05) Yes_____ No_____ Other _____
If this Invitation was mailed to an incorrect address, Mark "X" here ☐ and we will adjust our records Area Code and Telephone No. ( ) _____ (800) _____ FAX ( ) _____ e-mail: _____	State or reference any variances (section 1.06) Web site address: http://www/_____ NO BID: If not submitting a bid, state reason below and return one copy of this form (section 1.07)
Delivery: Calendar days after receipt of Purchase Order: (section 1.02) _____ days	
Payment Terms: (section 1.03) _____%, net _____	Does your firm qualify for MBE, WBE, SBE status in accordance with Section 1.08 of General Conditions? MBE _____ WBE _____ SBE _____

How to Submit Bids/Proposals: It will be the sole responsibility of the Bidder to ensure that his bid reaches the City of Fort Lauderdale, City Hall, Procurement Division, 6th floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. **Do not submit by facsimile. Facsimile bids will not be accepted.**

Each bid envelope must be sealed with the following information stated on the **OUTSIDE** of the envelope:

BID/RFP No. 232-8941 **Title:** **Trailer - Heavy Duty (9 Ton)** **Opens:** **8/29/03**/ 2::00 PM

Vendor Certification: I, the below signed hereby agree to furnish the required article(s) or services(s), at the price(s) and terms stated subject to all instructions, conditions, specifications, and all attachments hereto. I have read all attachments and fully understand what is required. By submitting this bid, I certify that I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications contained in this bid. I certify that I have not divulged to, discussed with, or compared this bid with any other bidder(s) and have not colluded with any other bidder(s) or parties to this bid. I certify I am authorized to contractually bind the bidding firm.

_____ _____
Signature of Authorized Representative Title (Typed or Printed)

_____ _____
Name of Authorized Representative (typed or printed) Date

City of Fort Lauderdale

GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Division of Purchasing. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

1.01 BIDDER ADDRESS: The City maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed first to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame for that bid only. Neither the mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system. If you wish purchase orders sent to a different address, please so indicate. If you wish payments sent to a different address, please so indicate on your invoice.

1.02 DELIVERY: Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.

1.03 PAYMENT TERMS AND CASH DISCOUNTS: Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

1.04 TOTAL BID DISCOUNT: If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.

1.05 BIDS FIRM FOR ACCEPTANCE: Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.

1.06 VARIANCES: For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

1.07 NO BIDS: If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.

1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS: The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in it's purchasing activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term 'Minority Business Enterprise' means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than $1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.
WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.
HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.
NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.
ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.09(a) Certification by Broward County, Florida

CERTIFICATION BY BROWARD COUNTY, FL: If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification by Broward County, Florida, *Division of Equal Employment and Small Business Opportunity.* Contractor/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the City of Fort Lauderdale.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS: The City will use the following definitions in it's general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
BID – a price and terms quote received in response to an ITB.
PROPOSAL – a proposal received in response to an RFP.
BIDDER – Person or firm submitting a Bid.
PROPOSER – Person or firm submitting a Proposal.
RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
The following terms may be used interchangeably by the City: ITB, or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement, or Purchase Order.

2.02 SPECIAL CONDITIONS: Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

3.01 SUBMISSION AND RECEIPT OF BIDS: To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Purchasing Office, or other designated area, in the presence of Bidder's, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

3.02 MODEL NUMBER CORRECTIONS: If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

3.03 PRICES QUOTED: Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.

3.04 TAXES: The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.

3.05 WARRANTIES OF USAGE: Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

3.06 APPROVED EQUAL: When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in his bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in his bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS: The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet, or exceed these items, and feels that the technical specifications are overly restrictive, he must notify the Purchasing Division immediately. Such notification must be received by the Purchasing Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.

3.08 MISTAKES: Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract .

3.09 SAMPLES AND DEMONSTRATIONS: Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.

3.10 LIFE CYCLE COSTING: If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion, that will most accurately estimate total cost of use and ownership.

3.11 BIDDING ITEMS WITH RECYCLED CONTENT: In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

3.12 USE OF OTHER GOVERNMENTAL CONTRACTS: The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.

3.13 QUALIFICATIONS/INSPECTION: Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Purchasing Manager reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

3.14 BID SURETY: If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.

3.15 PUBLIC RECORDS: Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

3.16 PROHIBITION OF INTEREST: No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

RESERVATIONS FOR AWARD AND REJECTION OF BIDS: The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered <u>when applicable</u>: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid. If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

3.17 LEGAL REQUIREMENTS: Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

PART IV BONDS AND INSURANCE

4.01 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT: If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

4.02 INSURANCE: If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Purchasing Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractors insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting his bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- **Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.**
- **All City Departments being advised to refrain from doing business with the Bidder.**
- **All other remedies in law or equity.**

5.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

5.04 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB he will supply only material or equipment that is 100% asbestos free.

5.05 OTHER GOVERNMENTAL ENTITIES: If the Bidder is awarded a contract as a result of this ITB, he will, if he has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

5.06 VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

5.07 INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

5.08 INDEMNITY/HOLD HARMLESS AGREEMENT: The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

5.09 TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

5.10 TERMINATION FOR CONVENIENCE: The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS: The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

5.12 RECORDS/AUDIT: The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.

5.13 PERMITS, TAXES, LICENSES: The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.

5.14 LAWS/ORDINANCES: The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

5.15 NON-DESCRIMINATION: There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.

5.16 UNUSUAL CIRCUMSTANCES: If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination , refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.

2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.

3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a state period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

5.17 ELIGIBILITY: If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.

5.18 PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

5.19 ASSIGNMENT: Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.

5.20 LITIGATION VENUE: The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

PART I – INTRODUCTION / INFORMATION

01. PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified firms, hereinafter referred to as the Contractor, to provide Trailer - Heavy Duty (9 Ton) for the City's Fleet Services Department, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB). Offering the latest model of new equipment as listed herein. It is the intent of these specifications to provide the City with unit or units ready to be put into service, ready for operations, and capable of meeting all of the requirements of the City. Omissions of any essential detail from said specifications, terms, and conditions does not relieve the supplier of the responsibility of furnishing such a unit or units. Model bid and delivered **must** be new and the latest current production model; not a discontinued model, demonstrator, or prototype, unless otherwise stated in the bid specifications.

02. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this ITB, contact the Procurement Specialist, James Hemphill at (954) 828-5143. For information concerning the technical specifications or scope of services, contact Don Mordas at (954) 828-5765. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum.

It is preferred that all questions be submitted in writing to the Purchasing Division, 100 North Andrews Avenue, Fort Lauderdale, FL, 33301; ATTN: James Hemphill. To facilitate prompt receipt of questions, they can be sent via FAX to (954) 828-5576 ATTN: James Hemphill, or VIA e-mail to: jameshe@ ci.fort-lauderdale.fl.us Questions of a material nature must be received prior to the cut-off date specified in the ITB Schedule.

Proposers please note: No part of your proposal can be submitted via FAX. The entire proposal must be submitted in accordance with the Instructions contained in this ITB.

03. VARIANCES AND EXCEPTIONS

Bidder **must** state in detail any variances or exceptions to specifications, terms, and conditions in the space provided on page 1 of this bid proposal form. If variances or exceptions are noted elsewhere and/or attached, then you **must** make reference to that fact in the space provided on page 1 of this bid proposal form. **Failure to do so could result in the rejection of your bid proposal.**

04. INTERPRETATION OF BIDDING DOCUMENTS:

Only the interpretation or correction so given by the Purchasing Manager, City of Fort Lauderdale or his designee, in writing, shall be binding and prospective proposers are advised that no other source is authorized to give information concerning, or to explain or interpret, the ITB documents.

05. LOBBYIST ACTIVITIES

ALL BIDDERS/PROPOSERS PLEASE NOTE: Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance No. C-00-27 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at http://ci.ftlaud.fl.us/documents/index.htm.

PART II - ITB SCHEDULE

Release ITB	08/13/03
Last Date for Receipt of Questions of a Material Nature	08/22/03
PROPOSAL DUE (Prior to 2:00 PM)	08/29/03

PART III - SPECIAL CONDITIONS

01. GENERAL CONDITIONS

All bid prices quoted are to be FOB: Destination to the City of Fort Lauderdale's Central Garage, 220 S.W. 14TH Avenue, Fort Lauderdale, Florida 33312.

The Bidder, by executing a contract, embodying the specifications, terms, and conditions herein, warrants that the product that is supplied shall be fully in accord with said specifications, terms, and conditions.

02. ITB DOCUMENTS

The Contractor shall examine this ITB carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.

03. CONSIDERATION FOR AWARD

Award will be based upon the information you submit and will include consideration to the reputation for product performance, reliability and service record of both bidding firm and specific product bid.

The City reserves the right to award to that bidder who will best serve the interest of the City. The City also reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all bids and to award or not award a purchase order based on this bid proposal.

Before final bid award is made, a demonstration may be requested to help determine which machine best fits the City's needs. The City will determine where the demonstration site will be - home or away. The length of time, after bid opening, for the bidder to give such a demonstration, will also be determined by the City.

04. PROPOSERS' COSTS

The City shall not be liable for any costs incurred by proposers in responding to this ITB.

05. INFORMATION/LITERATURE REQUIRED

All bids submitted should be accompanied by two sets of complete specifications (one original and one copy) for the unit or units that you are proposing. If you are submitting bids on a different unit than specified, you should submit with your bid complete specifications, appropriate brochures, descriptive literature, plus any applicable warranties to enable the City to ensure that the unit meets the criteria as an equal. The City will be the sole judge in determining if the unit bid qualifies as an approved equal.

06. SAFETY CERTIFICATION

By signing this proposal, you are certifying that the equipment bid provides current state-of-the-art safeguarding systems and conformance includes, but is not limited to, any and all Federal, State and Local safety/health standards and codes (i.e. OSHA, ANSI, NFPA, UL, etc...). Visual audio and written warnings shall be provided on said equipment. Written warnings shall comply with ANSI Z535.1-1990, accident prevention signs and labels.

It shall be the responsibility of the manufacturer/supplier to furnish operation and maintenance instructions with machines/equipment purchased. These shall include instructions for Zero Mechanical State (ZMS). Specific operating and maintenance instructions shall be outlined in the operating and maintenance manuals. These

instructions are to be written to aid the operators and maintenance personnel in the safe operation and maintenance of the equipment. Adequate instructions may consist of written, illustrated and audio-visual recorded material in conjunction with providing on-site training by a qualified manufacturer's representative.

07. EQUIPMENT

Units are to be delivered with all standard equipment as listed in the manufacturer's catalog and ready for operation.

08. TRAINING

The successful bidder will be expected to provide proper training, whatever time is required, for the City personnel operating and maintaining the equipment to be purchased under these specifications. The instructor must be qualified to conduct this training. A follow-up session may be required.

09. MANUALS

Two (2) each of operator manuals will be required when a single unit is purchased. When two (2) or more identical units are purchased, one (1) for each operator plus one (1) single operator manual for the Fleet Division will be required.

Two (2) each of Shop and Parts manuals will be required when a single unit is purchased. When two (2) or more identical units are purchased, only two (2) of each Shop and Parts manuals will be required for the shop.

10. WARRANTY SERVICE

Bidder will be held as the responsible party for all service, parts, and performance under all warranties for units (including all attachments, parts, and accessories) covered by his proposal. The bidder will state his standard warranty (or attach a copy of the warranty to his proposal):

_____

_____

If the successful bidder is not located in the immediate area of Fort Lauderdale City limits, he **must** make arrangements with a local dealer to perform all warranty work. State **who** will perform all warranty work: _____

11. SERVICING

Consideration will be given to that equipment which can, on short notice, be serviced and maintained by the bidder or a local representative. Bidder or representative must maintain a normal supply of repair parts and be equipped with personnel and facilities to provide such service as necessary to keep equipment in operation with a minimum of delay.

Bidder state available facilities and services:_____

_____

12. BIDDER TO FURNISH FOR EACH UNIT (IF APPLICABLE):

A. Completed Title application (DHSMV Form 40), Certificate of Motor Vehicle Sales Tax Exemption (DR Form 41.A), Manufacturer's Certificate of Origin, Affidavit for Change of Body (DHSMV Form 100.4, if applicable), and a check payable to the Broward County Tax Collector in the amount of **$53.85**. Show purchaser as:

City of Fort Lauderdale, Florida
Fleet Services
1350 W. Broward Blvd.
Fort Lauderdale, Florida 33312

B. Bidder shall furnish power of attorney form for signature of an Administrative Services Department representative or obtain signature of an Administrative Services Department representative on the DHSMV Form 40 for each unit, so it can be notarized by the bidder. All necessary forms and checks shall be delivered to the County Tag Agency and the tags and registrations delivered to the City with the unit.

C. Bidder's invoice showing invoice number, date of sale, VIN number, purchase order number, unit cost, cost of authorized options, discount (if any), and total amount due.

13. DELIVERY

Price quoted will include delivery as stated in item 1 - the unit will **not** be shipped with the City of Fort Lauderdale as consignee - the City will **not** be responsible for the equipment until fully delivered and accepted after complete test, inspection, and field service check/break-in period, including any training required. Your stated delivery time on page No. 1 of the proposal form **must be realistic**. Title will pass to the City upon acceptance of the unit.

14. RULES AND PROPOSALS

The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal proposer.

15. PUBLIC ENTITY CRIMES

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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor,or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

NOTE: Proposer, by submitting a proposal attests thay have not been placed on the convicted vendor list.

16. PRICES:

Firm Price: The City of Fort Lauderdale will not accept any proposals that do not guarantee a firm price until completion of order.

17. PURCHASING CARD PROGRAM

The City has implemented a Purchasing Card Program through SunTrust Bank, N.A., using the VISA network. If the City chooses, purchases made from this contract may be made using the City's Purchasing Card. Contractor will receive payment from the purchasing card in the same manner as other VISA purchases. Accordingly, bidders must presently have the ability to accept VISA or take whatever steps necessary to implement the ability before the start of the contract term, or contract award by the City. The City reserves the right to revise this program in conjunction with implementation of an on-line procurement system.

18. TAXES AND PERMITS:

The State, any county, municipality or political subdivision of this State is exempt from the sales tax, except this exemption shall not include sales of tangible personal property made to contractors employed either directly or as agents of any such government or political subdivision thereof when such tangible personal property goes into or becomes a part of public works owned by such government or political subdivision thereof. The bidder shall take these factors into consideration in preparing his proposal, including therein the cost of the State and Use Tax on materials, but excluding the cost of those taxes and permits not applicable.

19. APPROVED EQUAL OR ALTERNATE PRODUCT PROPOSALS

The proposer must state clearly in his proposal pages any variance to the specifications. If proposing an approved equal or alternate product, it will be the proposer's responsibility to provide adequate information in his proposal to enable the City to ensure that the proposal meets the required criteria. **It is required that complete descriptive technical literature on the item being bid, be submitted with the bid .** Such literature shall be in sufficient detail to indicate conformance with the specifications of the make(s) and model(s) specified in the bid. If adequate information is not submitted with the proposal, The proposal may be rejected.

The City of Fort Lauderdale will be the sole judge in determining if the product proposed qualifies as approved equal. The City reserves the right to award to that proposal which will best serve the interest of the City as determined by the City. The City further reserves the right to waive minor variations to specifications and in the evaluation process.

ANTI-COLLUSION STATEMENT

By submitting this proposal, the Proposer affirms that this proposal is without previous understanding, agreement, or connection with any person, business, or corporation submitting a proposal for the same materials, supplies, or equipment, and that this proposal is in all respects fair, and without collusion or fraud.

PART IV - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES

HEAVY DUTY TRAILER DUAL WHEEL, TANDEM AXLE

This trailer, similar or equal to a Crosley Model CR 8 x 24, with a 9 Ton load capacity.

Bidder To Complete All Blanks

Make Bid: _____

Model Bid: _____

SPECIFICATIONS:

1.	Capacity: 18,000 Lbs. GVWR, (Min.)		_____ Lbs. GVWR
2.	Overall Width:	96 in., min.	_____In.
3.	Overall Length:	24 ft. 0 in., min.	_____Ft.
4.	Deck Length:	20 ft. min. with 4 ft. beavertail.	_____Ft.
5.	Deck Width:	96 in. front and rear.	_____In.
6.	Deck Height:	34 in. loaded	_____In.
7.	Deck Material:	2x8 Pressure Treated Pine bolted with zinc plated carriage bolts and lock nuts.	_____Comply (Y/N)
8.	Sides:	6” in height out of 3/16” smooth steel, framed	_____Comply (Y/N)
9.	Tie Downs:	Total of (8) - 3/4” forged “D” rings welded to inside frame.	_____Comply (Y/N)
	a	(2) located 3’ from front of deck, one on each side.	_____Comply (Y/N)
	b.	(2) located 10’ 6” from front of deck, one on each side.	_____Comply (Y/N)
	c.	(2) located 6” from back of deck, one on each side.	_____Comply (Y/N)
	d.	(2) located 2’6” from back of deck, one on each side.	_____Comply (Y/N)
10.	Main Frame:	Construction (Desc.): _____	
		Material: _____	
11.	Cross Members:	Construction (Desc.): _____	
		Material: _____	
12.	Draw Bar:	8” channel.	_____Comply (Y/N)
13.	Hitch:	3” pintle (30 Ton Cap.); adjust. eye hitch.	_____Comply (Y/N)

14.	Axles:	Two (2) 9,000 Lbs. oil bath, drop style Dexter, or approved equal.	_____Lbs.
15.	Brakes	Self adjusting electric all wheels with breakaway kit.	_____Comply (Y/N)
16.	Tires:	Eight (8) sized to meet GVWR of trailer.	_____Size/Ply.
17.	Safety Chains:	Heat treated (1/2") with hooks.	_____Comply (Y/N)
18.	Parking Jack:	25,000 lb. capacity 2-3 speed. (Submit full set of specifications & literature on jack being proposed.)	_____Comply (Y/N)
19.	Suspension:	Heavy Duty Rubber Bushed Suspension.	_____Comply (Y/N)
20.	Lights:	Sealed modular wiring harness with rubber grommet mounted sealed beam lights ICC/DOT approved.	_____Comply (Y/N)
21.	Elect. Conn.:	6 way round Cole Hersee 11-604 female, and 11-609 male.	_____Comply (Y/N)
22.	Paint & Finish:	Trailer must be completely free of all sharp edges. Grind down and remove all sharp edges and burrs.	_____Comply (Y/N)
	a.	2 coats of primer and 2 coats Dupont Centari #5000 Enamel color #V0306M (Container Blue).	_____Comply (Y/N)
23.	Warranty:	One year minimum.	_____Comply (Y/N)
24.	Warranty:	Five year structural.	_____Comply (Y/N)
25.	Bidders must submit full set of specifications & literature on unit being proposed.		_____Comply (Y/N)
26.	Successful bidder to furnish two sets of parts manuals for each unit purchased.		_____Comply (Y/N)

PART V - REQUIREMENTS OF THE PROPOSAL

ELIGIBILITY

To be eligible to respond to this ITB, the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed services, similar to those specified in the Scope of Services section of this ITB, to at least one entity similar in size and complexity to the City of Fort Lauderdale.

SUBMITTAL REQUIREMENTS

All proposals must be submitted in a sealed package with the ITB number, due and open date, and ITB title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

All proposals must be received in the Purchasing Division, Room 619, 6th floor, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 pm on the date specified in the SCHEDULE Section of this ITB.

The proposal shall be signed by a representative who is authorized to contractually bind the Contractor.

PART VI PRICE LIST / COST PROPOSAL

Bidder's Name (company's legal name):_____

Bidder's Representative:_____

Bidder agrees to supply the products or services at the prices bid below in accordance with the terms, conditions, and specifications contained in this ITB. Any deviations or exceptions must be explained in full on a separate sheet and must accompany the bid.

Pricing MUST be on this page, include delivery - quoted FOB: Destination.

Item	Quantity	Description	Total Price
1.	1 EA	**Trailer - Heavy Duty (9 Ton)**	$_____

Make Bid _____ Model Bid _____

Warranty Offered: _____

Discount offered if City purchases above items with the City's P-card (VISA).

Discount offered _____ % deducted from above cost for EACH.

This discount shall be considered by the City in determining the low, responsive, responsible bidder, if the City chooses to make the purchase using the City's P-card.

(See paragraph 17 of Special Conditions)

Have you included an original and 1 copy of your bid response? ___Yes ___No

Authorized Signature _____

PART VII QUESTIONNAIRE

Prior Experience:

Number of years experience the proposer has had in providing similar services:

_____years

List all clients for whom you have provided similar services in the last three years. Provide agency name, address, telephone number, contact person, and date service was provided. If services provided differs from the one presented in your proposal, please delineate such differences.

Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

a.List all pending lawsuits which are concerned directly with the staff or part of your organization proposed for the contract:

b.list all judgments from lawsuits in the last 5 years which are concerned directly with the staff or Part of your organization proposed for the contract.

PROPOSER, PLEASE INSURE THAT YOU HAVE SIGNED THE SIGNATURE PAGE OF THIS PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL

COMPLETE AND RETURN THE REQUIRED NUMBER OF **PROPOSAL PAGES AND ATTACHMENTS.**