

INVITATION TO BID (ITB)



Subject: Vehicle and Equipment Maintenance

ITB #: 2019-08

Due Date/Time: **October 01, 2019, 2:30 p.m. Eastern Time**

Submit To: City Clerk
City of Wilton Manors
2020 Wilton Drive
Wilton Manors, FL 33305

**CITY OF WILTON MANORS
VEHICLE AND EQUIPMENT MAINTENANCE**

CALENDAR OF EVENTS

Listed below are important dates and times by which the actions noted must be completed. If the City finds it necessary to change any of these dates or times, the change may be accomplished by addendum. All dates are subject to change.

ACTION	COMPLETION DATE
Issue ITB	August 27, 2019
Pre- Bid MANDATORY	N/A
Deadline for Questions	<u>September 09, 2019 at 7:00 a.m.</u>
Response to Questions	September 12, 2019
Deadline for Submitting Proposals	October 01, 2019, 2:30 p.m.
Evaluation Committee Review	October 03, 2019
Select Short List for Presentations	October 08, 2019
Reference Checks	October 09, 2019
Presentation	TBD
Final Ranking and Selection	October 23, 2019
Contract Negotiation	October 24, 2019
City Commission Approval of Contract	November 12, 2019, 2019 or later

CITY OF WILTON MANORS
 OFFICE OF THE CITY CLERK
 2020 WILTON DRIVE
 WILTON MANORS, FL 33305
 Ph: (954) 390-2123; Fax: (954) 390-2199

**CITY OF WILTON MANORS
 INVITATION TO BID**



ISSUE DATE:08/20/2019
 PAGE 1 OF 40
**BIDS MUST BE RECEIVED
 PRIOR TO 2:30 P.M.
 ON: OCTOBER 01, 2019**

TITLE: VEHICLE AND EQUIPMENT MAINTENANCE

Bidder Must Complete the Following:

Vendor Name:	Total Bid Discount (Section 1.04) _____
Vendor Contact Person:	
Street Address:	Bids are firm for Acceptance for 120 days (see Section 1.05)
City, State, Zip:	Yes _____ No _____ Other _____
(See General Conditions in Section 1.01)	
If this invitation was sent to an incorrect address, Mark "X" here <input type="checkbox"/> and we will adjust our records	State or reference any variances (see Section 1.06)
Area Code and Telephone Number: SECTION IS MANDATORY () _____	Vendor Web Site Address: _____
(800) _____	
FAX: () _____	NO BID – If not submitting a bid, state reason below and return one copy of this form (see Section 1.07):
EMAIL: _____	
	Payment Terms (see Section 1.03): _____ Days _____%, Net _____
	Accept payment via City's P-Card: _____ Yes, _____ No

How to Submit Bids/Proposals: it will be the sole responsibility of the Bidder to ensure that their bid reaches the City of Wilton Manors, Office of the City Clerk, 2020 Wilton Drive, Wilton Manors, Florida 33305, prior to the bid opening date and time listed. **DO NOT** submit by facsimile (fax) or email. Facsimile and emailed bids will not be accepted. Please submit five (5) copies of your bid.

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

BID/RFP Number: **2019-08** **Title:** **Vehicle and Equipment Maintenance** **Opens:** **October 01, 2019**

Vendor Certification: I, the below signed, hereby agree to furnish the required articles(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 WILTON MANORS - INVITATION TO BID
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Wilton Manors. 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) and/or Legal Advertisement.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

1.01 BIDDER ADDRESS: The City maintains vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB) will be emailed to all Bidders who have requested to be placed on the applicable vendor mailing list. Requests may also be emailed to unregistered Bidders. Neither the mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system for and future ITB. If you wish purchase orders to be sent to a different address, please so indicate on your bid. 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 INVOICING, PAYMENT TERMS AND CASH DISCOUNTS: The service provider shall submit invoices to the City no later than 30 days after a service request is resolved. In addition, invoices generated between September 15th – September 30th of each fiscal year shall be submitted to the City no later than October 15th of the next/new fiscal year. 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.

Indicate whether or not the Bidder is willing to accept payment via the City's P-Card.

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 the bid and prices quoted will be firm for acceptance by the City for a period of one-hundred and twenty (120) 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 in the space provided in the Bidder Proposal Pages. 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 in the space provided in the ITB such as insufficient time to respond; product or service not offered; unable to meet specifications; schedule would not permit; or any other reason. 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.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS: The City will use the following definitions in this Invitation to Bid and any other document used in the bidding process:

BID – a price and terms quote received in response to an ITB.

BIDDER – Person or firm submitting a Bid.

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.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Contract to provide goods or services to the City.

INVITATION TO BID (ITB) – Request by the City to accept bids from qualified Bidders.

P-CARD – City's purchasing credit card.

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.

SERVICE PROVIDER, SELLER, CONTRACTOR, OR VENDOR – Terms that may be used interchangeably by the City to indicate the successful Bidder who is awarded a Contract to provide goods or services to the City.

SELLER or CONTRACTOR – Successful Bidder who is awarded a Purchase Order or Contract to provide goods or services to the City.

- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in Part VI of this ITB that may be in variance or conflict with these General Conditions shall have precedence over the 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, Bidders should use the Bidder Proposal Page form provided in this ITB. 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 along with a digital/electronic Adobe PDF copy on a flash/jump drive or CD and five (5) hard copies of the proposal.** Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked according to the instructions on page 2 of this ITB. 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. Facsimile (FAX) and emailed bids will not be accepted. Bids will be publicly opened in the City Commission Chambers, or other designated area, in the presence of Bidders, 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 TAXES:** The City of Wilton Manors is exempt from State of Florida Sales taxes on direct purchase of tangible property. The State Sales Tax exemption number is **85-8012646214C-7**.
- 3.03 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.
- 3.04 APPROVED EQUAL:** If the technical specifications call for a specific 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/or features that are

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 Bidders must state clearly in their bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information in their bid to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, the bid may be rejected. The City will be the sole judge in determining if the item bid qualifies as an "Approved Equal".

- 3.05 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include minimum, mandatory, or required items. If any Bidder is unable to meet or exceed these items and/or feels that the technical specifications are overly restrictive, the Bidder must notify the Purchasing Coordinator in the manner specified in Part VI – Special Conditions. For questions of a material nature, the Purchasing Coordinator must receive notification at least seven (7) days before bid due and open date. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all Bidders.
- 3.06 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 them to any relief from the conditions imposed in the contract.
- 3.07 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested by the City to determine suitability. Unless otherwise specified, samples may be requested after the date of bid opening and if requested, should be received by the City within seven (7) working days of the request. Samples, when requested, must be furnished free of expense to the City. If not used in testing or destroyed, samples will be returned to the Bidder upon request within thirty (30) calendar days of bid award at the 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.
- 3.08 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, the following factors 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 these or any other applicable criteria, in its sole opinion that will most accurately estimate the total cost of use and ownership.
- 3.09 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Wilton Manors encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, the Bidder shall provide adequate documentation so that the City may 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.

- 3.10 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any or all bids, or parts of bids, and utilize other available governmental contracts if such action is in the City's best interest.
- 3.11 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities and/or services specified herein. The City reserves the right to inspect the Bidder's facilities and equipment; to interview the Bidder's personnel; and to take any other action necessary to determine a Bidder's ability to perform. The City reserves the right to reject any bid when an inability to perform has been determined by the City through evaluation and or examination of evidence.
- 3.12 BID SECURITY: NOT APPLICABLE**
- 3.13 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 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.
- 3.14 LOBBYING:** Proposers, their agents, and associates shall not contact or solicit any City Commissioner, City employee, or official regarding this ITB during any phase of this ITB except as set forth in Section 2-268 of the City's Code of Ordinances. The Code of Ordinances is available for review at www.wiltonmanors.com. Failure to comply with this provision may result in disqualification of the Proposer, at the option of the City. Only that individual listed as the contact person in the specifications shall be contacted.
- 3.15 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, or 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 any such combination as shall best serve the interest of the City.

The City reserves the right to make an award to the lowest, most 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 when applicable: 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; and the ability of the Bidder to comply with the technical specifications contained within this ITB.

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.

- 3.16 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state and county laws, and all 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. 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: NOT APPLICABLE

- 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 the City or specified within this ITB.

The Contractor shall provide to the Risk Manager original certificates of coverage. The Contractor must receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance will be subject to the approval of the City's Risk Manager. The certificates of coverage must list the City as an ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change, or such other notice as is required by the insurance policy. 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 a bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered or services to be rendered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Bidder's expense. Any non-compliance 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 Bidders mailing list;
- All City Departments being advised to refrain from doing business with the Bidder; and/or
- All other remedies in law or equity.

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

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 shall be in compliance with Florida Statutes. A completed Material Safety Data Sheet (MSDS) must accompany any toxic substance listed in the Florida Administrative Code delivered as a result of this ITB.

5.04 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that any material or equipment supplied will be 100% asbestos free.

5.05 OTHER GOVERNMENTAL ENTITIES: NOT APPLICABLE

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 that are in writing from an authorized City representative may be considered. The City will recognize only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, 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 Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and shall not be considered officers, employees or agents of the City. Personnel policies, Federal and State tax responsibilities, Social Security taxes, 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 and shall represent the Contractor's responsibility.

5.08 INDEMNITY/HOLD HARMLESS AGREEMENT: The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Wilton Manors and its commissioners, 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 and costs (at the trial level and on appeal), in connection with or arising directly or indirectly from the Contractor's negligent act or omission, wrongful conduct or breach of the contract . 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 payment 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 any contract awarded 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 year, and continuation of the contract into a subsequent fiscal year is subject to appropriation of funds, unless otherwise authorized by law. The City's fiscal year begins on October 1st and ends on September 30th.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all accounting records and reports 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. The Contractor agrees to make available to the City, 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 their own expense, obtain all necessary permits, and shall pay all licenses, fees and taxes required to comply with all Federal, State, local and municipal laws, ordinances, rules and regulations applicable to business to be carried out 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-DISCRIMINATION:** Contractor shall comply with the provisions of Section 2-268(v) and 2-269(b) of the Wilton Manors Code of Ordinances. Contractor shall require that all subcontractors comply with Section 2-269 (b) of the Wilton Manors Code of Ordinances. Contractor hereby agrees to execute a Domestic Partnership Certification Form, a copy of which is attached hereto.
- 5.16 EQUAL EMPLOYMENT OPPORTUNITY:** The City of Wilton Manors, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all prospective Proposers that they will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to participate in response to this advertisement and will not be discriminated against on the grounds of race, color, creed, sex, age or national origin in consideration for an award.
- 5.17 AMERICANS WITH DISABILITIES ACT:** The City Commission of the City of Wilton Manors, Broward County, Florida, does not discriminate upon the basis of any individual's disability status. This nondiscrimination policy involves every aspect of the City's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for the public meetings specified herein (i.e. Information Conference or Proposal Opening), should contact the person named on the first page of this document at least twenty-four (24) hours in advance of the activity.
- 5.18 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm, or adjustments are restricted by a percentage or a Consumer Price Index cap, and 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. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City can require 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 has attempted to use this section of the contract to relieve themselves

of a legitimate obligation under the contract, and no unusual circumstances have occurred, then 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 them for receiving any business from the City for a stated 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.

- 5.19 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.
- 5.20 PUBLIC ENTITY CRIMES:** In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or vendor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.
- 5.21 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and hold harmless the City and its employees from liability of any nature and kind, including, but not limited to, costs 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.
- 5.22 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 any monies that may become due hereunder, are not assignable except with the prior written approval of the City Manager.
- 5.23 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.
- 5.24 PUBLIC RECORDS:** The City of Wilton Manors is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- 5.24.1 Keep and maintain public records required by the CITY to perform the service;
- 5.24.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law;
- 5.24.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession after once the Contractor transfers the records in its possession to the CITY; and
- 5.24.4 Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
- 5.24.5 The failure of Contractor to comply with the provisions set forth in the Agreement shall constitute a Default and Breach of the Agreement, for which, the City may terminate the Agreement.

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

**CITY CLERK
2020 WILTON DRIVE
WILTON MANORS, FLORIDA 33305
(954) 390-2123
cityclerk@wiltonmanors.com**

PART VI - SPECIAL CONDITIONS

- 6.01 PURPOSE:** The City of Wilton Manors, Florida (City) is actively seeking a qualified Bidder, hereinafter referred to as Contractor, **to provide Vehicle Maintenance Services and repair of its fleet and mechanical equipment as specified by the City of Wilton Manors** in full accordance with the specifications, terms, and conditions contained in this Invitation to Bid (ITB).

- 6.02 INFORMATION OR CLARIFICATION:** For information concerning procedures for responding to this ITB, contact Faith Lombardo, City Clerk at (954) 390-2123. For information of a technical nature direct questions to Daren Jairam, Purchasing Coordinator at djairam@wiltonmanors.com. Such contact is to be for clarification purposes only. Material changes, if any, to the technical specifications or bidding procedures will be transmitted by written addendum only from the City.
- 6.03 QUESTIONS AND ADDENDUM:** Any questions that Bidders wish to have addressed and which might require an addendum must be submitted to the City in writing by **September 09, 2019, 7:00 a.m.** and will be answered in writing on **September 12, 2019** on the City of Wilton Manors website at www.wiltonmanors.com. To facilitate receipt of questions, they may be sent via email to djairam@wiltonmanors.com, ATTENTION: **Daren Jairam, Purchasing Coordinator**. **PLEASE NOTE: No portion of your bid response can be sent via facsimile (FAX) or electronic email.**
- 6.04 SITE VISIT: There will be no site visit.** No variation in price or conditions shall be permitted based on claim of ignorance. Submission of the bid is evidence that the Bidder has familiarized themselves with the nature and extent of the work and any conditions that may, in any manner, affect the scope of the work and/or materials required.
- 6.05 COMPETENCY OF BIDDERS:** Bids shall be considered only from firms that have been continuously engaged in providing products or services similar to those specified herein for a reasonable period of three (3) years and that are presently engaged in the provision of these services. It may be necessary to produce evidence that they have established a satisfactory record of performance for a reasonable period of time.
- 6.06 PERFORMANCE:** It is the intention of the City to purchase services and/or products as specified herein from a source of supply that will give prompt and convenient shipment and service. Any failure of a successful Bidder to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the City. The City reserves the right to make purchases from other sources, when necessary, should a successful Bidder be unable to supply services and/or products on a timely basis and such delay may cause harm to the affected City department or to City residents.
- 6.07 CONTRACT TERM:** The initial term of the Bid awarded shall be for three (3) years from the effective date of the bid award and by mutual agreement between the City and the awardee(s), contract may be renewable for two (2) additional two (2) year terms for a maximum of seven (7) years. The City reserves the right to exercise the option to renew.
- 6.08 PRICE:** Bidder will quote a fixed cost on the Bidder Proposal Page for the items listed in Part VII – Technical Specifications/Scope of Services. Pricing shall include all labor costs associated with the project including, but not limited to, personnel salaries, benefits and supervision.
- 6.09 COST ADJUSTMENTS:** After the initial term of the Bid, the contractor may increase pricing under this contract for each renewal term based on the change in the Consumer Price Index for All Urban Consumers (CPI-U) for Miami-Fort Lauderdale-West Palm Beach, FL, for all items,

not seasonally adjusted, published for June of the most recent calendar year as compared to the June in the calendar year prior to the beginning of the contract term. However, the pricing increase shall never exceed two percent (2.0%) per year of the contract term. For example, if the change in the CPI over the first three-year contract term is 1.5%, 2.5%, and 3.0% respectively, then the price increase allowed under this contract would be 1.5% + 2.0% + 2.0%, for a total of 5.5%.

- 6.10 WARRANTY OF USAGE:** The items and quantities listed on the Bidder Proposal Page represent the City’s estimate of annual usage and should be used by the Bidder as a guide. The City, for tabulation and award purposes, will also use the items and quantities listed Bidder Proposal Page. However, no warranty is given or implied as to the actual items and/or dollar amount that will be purchased.
- 6.11 EVALUATION/AWARD:** Award will be made in total to the lowest, most responsive, 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. The City reserves the right to compare specific items, at its discretion, to determine the low responsible Bidder. Tie bids will be decided according to the City of Wilton Manors Code of Ordinances. It is anticipated that an award will be made within 30 days of bid opening. A copy of the bid tabulation will be sent to any Bidder who provides a self-addressed, stamped envelope with their bid.
- 6.12 INSURANCE:** The Contractor shall furnish proof of Workers’ Compensation Insurance, General Liability Insurance and Comprehensive Automobile Liability Insurance. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an “Additional Insured” with relation to Commercial General Liability Insurance. Any costs for adding the City as “Additional Insured” will be at the Contractor’s expense.

Workers’ Compensation & Employer’s Liability Insurance

Limits: Workers’ Compensation: Statutory

Employer’s Liability: \$1,000,000.00

Commercial General Liability Insurance

Limits: Combined Bodily Injury/Property Damage: \$1,000,000.00

Comprehensive Automobile Liability - Owned, Leased and Hired Vehicles

Limits: Combined Bodily Injury/Property Damage: \$300,000.00

A copy of any current Certificate of Insurance should be included with your bid. In the event that you are the successful Bidder, you will be required to provide a Certificate naming the City as an “Additional Insured”.

- 6.13 GENERAL CONDITIONS:** Except as noted in the Special Conditions (Part VI) or Technical Specifications/Scope of Services (Part VII), all terms and conditions of the general conditions contained within this ITB are included by reference.

PART VII – TECHNICAL SPECIFICATIONS/SCOPE OF SERVICE

7.01 SCOPE OF SERVICES

The City is seeking a qualified Bidder, to provide preventive maintenance, service and repair of its non-police vehicles and certain mechanical equipment. The City's objective is to reduce fleet downtime and cost, while increasing reliability and protecting the City's overall investment in its fleet equipment.

7.02 SPECIFICATIONS AND REQUIREMENTS

A. VENDOR AND CITY LIAISON - The VENDOR will designate a liaison to correspond with the City of Wilton Manors' department liaison regarding all repairs. VENDOR liaison shall be the Owner or someone in a management capacity to oversee all repairs and responsible for making sure Work Orders are accurately submitted. The Vendor Liaison must have a working knowledge of the repair requirements and industry standards as they pertain to City vehicles and equipment. The Vendor Liaison must assure that all repairs are completed according to these standards. The VENDOR must notify the City of any changes to the liaison.

The City will provide a liaison for each department (Leisure Services, Utilities and Fire).

B. MECHANIC CERTIFICATION – all repairs must be completed by a trained ASE (Automotive Service Excellence) certified mechanic.

C. VENDOR must provide the following information: **(SEE BIDDER PROPOSAL PAGE)**

1. Labor costs / per hour
2. Cost of routine / preventive maintenance for City vehicles
3. Cost of mounting and balancing of tires
4. Cost of rotation of tires
5. Vendor's markup percentage over cost of parts charged to the City
6. Turnaround time on repairs
7. Warranty Information for repairs completed
8. Exclusion or repairs that the Vendor cannot provide or would need to sub-contract to an outside vendor
9. Distance in miles Vendor is located from 2020 Wilton Drive.

D. WORK ORDERS – Prior to the commencement of repairs or maintenance the vendor must provide a standardized written work order with the following information:

1. Vehicle/equipment description - License Plate #, Vehicle Identification # (VIN), Wilton Manors Vehicle #, and vehicle mileage.
2. A description of the work to be performed or the reported problem with the vehicle.
3. Date vehicle/equipment arrived at the Vendor's place of business.

4. Date vehicle repair is expected to be completed.
5. Estimated cost of the repair.
6. Name of repair technician that completed the work
7. The Work Order must be signed by the City Liaison.
8. Any repairs exceeding the cost estimate must have prior email approval from the Department Liaison. The following information will be written on the work order: the name of person approving the work, date / time of approval, and the phone # called.
9. Invoices for completed Work Orders must be submitted no later than (30) days from the time repairs were completed

- E. HOURS OF OPERATION** – Vendor must notify the City of its normal days and hours of operation throughout the year. This will include days that the Vendor intends to close their business to recognize holidays, vacations or required closings deemed necessary for the benefit of the operation. Also include if services are available during emergencies after normal business hours (ie; weekends, holidays, hurricanes). Include any additional costs that might be incurred as a result of using services during after-hours (ie; on call fee, hour rate, etc.).
- F.** Vendor will maintain their own set of maintenance records for the purposes of tracking repairs to each vehicle and also have knowledge of which vehicles are under factory warranty. If a vehicle repair is under factory warranty, the Vendor will not perform the repair, and will notify the City so arrangements can be made for transportation to the Dealership, at no cost to the Vendor. The Vendor shall provide the City with immediate access to all maintenance records upon request. The vendor shall provide consultation on the current state of each vehicle owned and/or operated by the City if needed at no cost to the City. The vendor shall make recommendations (if necessary) on the current state of each vehicle owned and/or operated by the City and whether or not it is cost prohibitive to repair said vehicle.
- G.** Vendor will not sub-contract any repairs / maintenance on any City vehicles or equipment without prior written authorization from the City’s designated “ department liaison”.
- H.** Vendor and all employees with access to the City’s vehicles will be subject to a security clearance / background investigation.
- I.** The vendor shall ensure the “test driving” of the City’s vehicles is done by an employee of the vendor who has a valid driver license and has passed a security clearance/background investigation.

J. PARTS – Vendor will use factory parts or the OEM equivalent. If a used or reconditioned part is available or recommended it must have prior approval by the City’s designated liaison and listed as such on the Work Order.

K. Vendor will provide the City of Wilton Manors the most cost effective manner of repairs possible.

7.03 CITY TO PROVIDE:

A. The City will designate a liaison in each department to directly correspond with the Vendor Liaison regarding all of that department’s vehicle and equipment repairs and maintenance. City and Vendor liaisons will coordinate all required repairs to the fleet as mentioned in “Scope of Service” in Section 7.01

B. During normal department operating hours, the City will provide access to the vehicles for which work is to be performed on.

7.04 LISTING OF CITY’S VEHICLES/EQUIPMENT CURRENTLY IN USE:

NO.	YEAR	MAKE	MODEL	VIN	DEPARTMENT	GAS	DIESEL
1	2012	Ford	Fusion	3FAHPOGA2CR333811	Fire Prevention	Gas	
2	2019	Ford	Explorer	1FM5K7883KGA92576	Fire Prevention	Gas	
3	2019	GMC	Terrain	3GKALPEVOKL326660	Human Resource	Gas	
4	2016	E-Z-GO	Cart	FLA100998	Parking	Gas	
5	2014	Toyota	Tacoma	5TFTX4CN1EX041453	Parks & Facilities	Gas	
6	2017	Ford	F-150	1FTMF1CF8HKD12413	Parks & Facilities	Gas	
7	2015	Ford	T-250	1FDNR5PM3FKA65239	Parks & Facilities	Gas	
8	2018	GMC	Sierra, 2500HD	1GT11REG3JF255350	Parks & Facilities	Gas	
9	2008	Ford	F-250	1FTNF20528ED08815	Parks & Facilities	Gas	
10	2008	Ford	F-250	1FTNF20568ED08817	Parks & Facilities	Gas	
11	2008	Ford	F-250	1FTNF20588ED08818	Parks & Facilities	Gas	
12	2013	Chevy	Equinox	2GNALBEK406249407	Parks & Facilities	Gas	
13	2013	Ford	F-150	1FTNF1CFXDKE29456	Parks & Facilities	Gas	
14	2017	Ford	F-150	1FTMF1CFXHDK20433	Parks & Facilities	Gas	
15	2014	Ford	E-350	1FBSS3BL2EDA71443	Recreation	Gas	
16	2014	Ford	E-350	1FBSS3BL4EDA71444	Recreation	Gas	
17	2014	Ford	E-350	1FBSS3BL6EDA71445	Recreation	Gas	
18	2014	E-Z-GO	Cart	3074167	Recreation	Gas	
19	2005	Ford	Taurus	1FAFP53U66A175802	Recreation	Gas	
20	2017	Chevy	Traverse	1GNKRFED8HJ137360	Recreation	Gas	
21	2014	Ford	E-350	1FBSS3BL2EDA71443	Recreation	Gas	
22	2014	Ford	E-350	1FBSS3BL6EDA71445	Recreation	Gas	
23	2008	Ford	F-250	1FTSW21598EC06526	Utilities - Drainage	Gas	
24	2015	Ford	F-350	1FDBF3E64FEC72080	Utilities	Gas	
25	2017	Ford	F-250	1FT7X2A69HED11871	Utilities - Drainage	Gas	
26	2015	Tennant	M800	800-8113	Utilities - Drainage	Gas	
27	2017	Ford	F-150	1FTFX1CGXHKC86265	Utilities - Recycling	Gas	
28	2017	Ford	F-150	1FTFW1EG3HFB35356	Utilities - Sewer	Gas	

29	2014	Ford	F-150	1FTFW1ET3EFA77628	Utilities - Water	Gas
30	2014	Ford	F-450	1FD0W4GT1EEB27674	Utilities - Sewer	Diesel
31	2013	International	VacCon	1HTWDAZR3DH147171	Utilities - Drainage	Diesel
32	1999	Sterling	Dump Truck	1FTFW1EG3HFB35356	Utilities	Diesel
33	2001	New Holland	Backhoe	31029771	Utilities	Diesel
34	2003	John Deere	310SL - Backhoe	326356	Utilities - Drainage	Diesel
35	2007	Kubota	U25	JKUUD253TO1H30432	Utilities	Diesel
36	2014	Tailift	Forklift	TA11003	Utilities	Diesel
EQUIPMENT						
37	2003	Triple Crown	Trailer	1XN712D67310030567	Utilities	
38	2015	All Steel	Trailer	1A9BD1426FJ973082	Utilities - Sewer	
39	2017	Wacker	Trailer	5XFLN0515GN000598	Utilities - Sewer	
40	1998	TruckMaster	Trailer	139VC051VD035531	Utilities	
41	2007	Better-Built	Trailer	4MNDB182071001304	Utilities - Water	
42	2013	Thompson	8" Bypass Pump & Trailer	1T9PH1329DP634196	Utilities - Sewer	Diesel
43	2009	Chicago	Pneumatic Air Comp.	4500A10169R032090	Utilities	Diesel
44	1999	Thompson	4 x 4 Pump	6HT1111	Utilities - Sewer	Diesel
45	2015	Wanco	Arrowboard	5F11S1016F1005105	Utilities - Sewer	Battery
46	2014	Multiquip	Concrete Mixer	MC94SH8	Utilities	Gas
47	2007	Wanco	Message Board	5F12S161671002119	Utilities	Battery
48	2007	Wanco	Message Board	5F12S161271002120	Utilities	Battery
49	2015	Wacker Neuson	RD 12A-90 Roller	24217649	Utilities	Gas
50	2018	Big Tex	Utility Trailer (Black)	16VAX1416J3098948	Utilities – Sewer	
51	2014	Big Tex	Utility Trailer (Black)	16VFX1624E3053816	Utilities – Sewer	
52	2005	Broadcrown	Generator	SN 0191408/002	Utilities	Diesel
53	2010	John Deere	Generator & Trailer	SN PE4045L098311	Utilities	Diesel
54	2007	Magnum	MMG 55FH Generator	SN 073679	Utilities	Diesel
55	2008	NorthStar	Generator	12083972	Utilities	Gas
56	2007	Honda	EB3000 Generator	EZGP-1168901	Utilities	Gas
57	2003	Honda	EB3000 Generator	EZGP-1109875	Utilities	Gas
58	1990	Honda	EG2500 Generator	EZCR-1072222	Utilities	Gas
59	2015	Honda	EU2000I Generator	EACT-1366103	Utilities	Gas

PART VIII – PERFORMANCE EVALUATION AND MONITORING

8.01 LIQUIDATED DAMAGES: This section is intentionally left blank.

8.02 DISPUTE RESOLUTION: Any disputes pertaining to work performance in relation to this bid between the City of Wilton Manors and the Contractor shall be settled internally with the appropriate City staff making the final decision using the following protocol: 1. Department Director; 2). City Manager.

END OF SECTION

BIDDER PROPOSAL PAGE

BIDDER NAME: _____

BIDDER CONTACT PERSON: _____

BIDDER TITLE: _____

BIDDER PHONE NUMBER: _____

BIDDER EMAIL ADDRESS: _____

The Bidder proposes to furnish all products and services per the specifications indicated above for the price listed below. *Please print or type all responses and attach additional sheets if necessary.*

Company Name: _____ Date: _____ Signature: _____

**CITY OF WILTON MANORS
VEHICLE/EQUIPMENT MAINTENANCE
BID SCHEDULE**

NO.	DESCRIPTION	DEISEL	GAS
A	LABOR - Per Hour	\$	\$
B	LABOR AFTER NORMAL BUSINESS HOURS - Per Hour	\$	\$
C	ROUTINE MAINTENANCE - OIL CHANGE, OIL FILTER, LUBRICATION, CHECK HOSES, AND TOP OFF FLUIDS	\$	\$
D	TIRE ROTATION	\$	\$
E	PARTS – MARK-UP % BELOW LIST PRICE	%	%
F	REPAIR OF FLAT TIRES	\$	\$

_____ Shop miles from 2020 Wilton Drive, Wilton Manors, Florida.

Piggyback Statement

Please indicate Bidder’s willingness to extend the pricing, terms and conditions of this bid to other governmental agencies.

_____ YES, other governmental agencies may piggyback this Agreement.

_____ NO, other governmental agencies may NOT piggyback this Agreement.

Have you made a site visit? _____ Yes, _____ No – **NOT APPLICABLE**

How soon after award can you begin work? _____ Days.

Provide a minimum of five references for whom, you have performed similar work: (Fill in ALL fields and PRINT Clearly)

(1) Company Name: _____

Address: _____

Contact Name: _____ Telephone: _____

Email: _____

(2) Company Name: _____

Address: _____

Contact Name: _____ Telephone: _____

Email: _____

(3) Company Name: _____

Address: _____

Contact Name: _____ Telephone: _____

Email: _____

(4) Company Name: _____

Address: _____

Contact Name: _____ Telephone: _____

Email: _____

(5) Company Name: _____

Address: _____

Contact Name: _____ Telephone: _____

Email: _____

Number of years' experience the Bidder has had in providing similar services: _____ Years

Have you ever failed to complete work awarded to you? _____ If so, when and why?

List any licenses, permits or certifications, etc., you hold for performing this type of work:

The Bidder understands that the information contained in these proposal pages is to be relied upon by the City in awarding the proposed contract, and such information is warranted by the Bidder to be true. The Bidder agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the Bidder, as may be required by the City.

Please review the Bidder Proposal Page to make sure all questions have been answered. Attach additional sheets if necessary. Failure to answer each question could result in the disqualification of your bid.

CHECK LIST:

- _____ HAVE YOU INCLUDED FIVE (5) COPIES OF YOUR BID?
- _____ HAVE YOU INCLUDED AN ELECTRONIC/DIGITAL COPY ON A FLASH/JUMP DRIVE OR CD?
- _____ ARE ALL SPACES FILLED IN ON THE BIDDERS PROPOSAL PAGE?
- _____ HAVE YOU INCLUDED COPIES OF RELATED CERTIFICATIONS, BUSINESS LICENSE AND TAX RECEIPT?
- _____ HAVE YOU INCLUDED A COPY OF YOUR CERTIFICATE OF LIABILITY INSURANCE?
- ARE ATTACHMENTS A – F FILLED OUT AND SUBMITTED WITH YOUR PROPOSAL?

ATTACHMENT A

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization or business entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Wilton Manors. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, color, creed, religion, national origin, ancestry, age above the age of 21, sexual orientation, gender identity or expression, marital status, pregnancy, familial status, veterans status, political affiliation, or physical or mental disability and such person's association with members of such classes or in retaliation for or opposition to any such practices against any employee of, any City employee working with, or applicant for employment or any other factor which cannot be lawfully used as a basis for service delivery.

It is the policy of the City of Wilton Manors that Minority/Women- Owned Business Enterprises (MWBE) shall have the maximum opportunity to participate in all contracts. The City of Wilton Manors will accept MWBE certifications from Broward County and any State of Florida certification.

Further, City Code Section 2-269 requires that all contracting agencies of the City, or any department thereof, acting for or on behalf of the City, shall include in all contracts and property contracts hereinafter executed or amended in any manner or as to any portion thereof, a provision obligating the contractor not to unlawfully discriminate (as proscribed by federal, state, county, or other local law) on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age above the age of 21, sexual orientation, gender identity or expression, marital status, pregnancy, familial status, veterans status, political affiliation, or physical or mental disability and such person's association with members of classes protected under this chapter or in retaliation for or opposition to any practices forbidden under this chapter against any employee of, any City employee working with, or applicant for employment with such contractor and shall require such contractor to include a similar provision in all subcontracts executed or amended there under.

By: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by _____ as _____ of _____.

(NOTARY SEAL)

(Signature of Notary Public-State of Florida)
(Name of Notary Typed, Printed, or Stamped)
My Commission Expires: _____

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

ATTACHMENT B

DOMESTIC PARTNERSHIP CERTIFICATION FORM

I, the undersigned, hereby duly sworn, depose and say that the organization or business entity represented herein shall abide by the provisions of the City of Wilton Manors Code Section 2-268(v) in any activities or delivery of services under any agreement it enters into with the City of Wilton Manors.

The City of Wilton Manors Code Section 2-268(v) (see attached), establishes a Domestic Partner Benefits Requirement as described below:

“Domestic Partner Benefits Requirement means a requirement for City Contractors to provide equal benefits for Domestic Partners. Contractors with five (5) or more employees contracting with the City, in an amount of \$20,000 or more (“Covered Contracts”), shall provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to the spouses of employees and/or the dependents of the spouses of employees. A Domestic Partnership Certification Form will be included in all competitive solicitations and by virtue of the execution of the Domestic Partnership Certification Form, the contractor will certify whether it complies with the Domestic Partner Benefits Requirement.”

By: _____

Title: _____

Company: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by _____ as _____ of _____.

(NOTARY SEAL)

(Signature of Notary Public-State of Florida)
(Name of Notary Typed, Printed, or Stamped)
My Commission Expires: _____

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

CITY OF WILTON MANORS, FLORIDA

ORDINANCE NO. 2013 – 0013

(Excerpt – Section 3, “Domestic Partner Benefits Requirement”)

Effective October 1, 2013

...

Section 3: Section 2-268 of the Code of Ordinances is amended by creating Subsection (v) as follows:

Section 2-268(v).

1. For purposes of this Section, the following definitions shall apply:

Domestic Partner shall mean any two (2) adults of the same or opposite sex, who have registered as domestic partners with Broward County, or any other jurisdiction with a domestic partner registry pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one (1) of the domestic partners. A Contractor (as hereinafter defined) may institute an internal registry to allow for the provision of equal benefits to employees with a domestic partner who does not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A Contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by Broward County, Florida.

Cash equivalent shall mean the amount of money paid to an employee with a Domestic Partner in lieu of providing benefits to the employee’s Domestic Partner. The cash equivalent is equal to the employer’s direct expense of providing benefits to an employee for his or her spouse.

Competent to contract shall mean the two partners are mentally competent to contract.

Dependent shall mean a person who lives within the household of a domestic partnership and is:

- (1) A biological child or adopted child of a domestic partner; or
- (2) A dependent as defined under IRS regulations; or
- (3) A ward of a domestic partner as determined in a guardianship proceeding.

Domestic Partner Benefits Requirement means a requirement for City Contractors to provide equal benefits for Domestic Partners. Contractors with five (5) or more employees contracting with the City, in an amount of \$20,000 or more (“Covered Contracts”), shall provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to the spouses of employees and/or the dependents of the spouses of employees. The Domestic Partner Benefits Requirement will be included in solicitations. A Domestic Partnership Certification Form will be included in all competitive solicitations and by virtue of the execution of the Domestic Partnership Certification Form, the contractor will certify whether it complies with the Domestic Partner Benefits Requirement.

Equal Benefits means the equality of benefits between employees with spouses and/or dependents of spouses and employees with Domestic Partners and/or dependents of Domestic Partners, and/or between spouses of employees and/or dependents of spouses and Domestic Partners of employees and/or dependents of Domestic Partners.

2. Equal Benefits Requirements.

- A. All solicitations for Covered Contracts which are advertised shall include the requirement to provide equal benefits in the procurement specifications.
- B. As part of the solicitation response, the Contractor shall certify that the Contractor:
 - 1. Currently complies with the conditions of this Section; or
 - 2. Will comply with the conditions of this Section at time of contract award; or
 - 3. Will not comply with the conditions of this Section at time of contract award; or

4. Does not need to comply with the conditions of this Section because of allowable exemption.

The certification shall be in writing and signed by an authorized officer of the Contractor.

3. Mandatory Contract Provisions Pertaining to Equal Benefits. Unless otherwise exempt, every covered contract shall contain language that obligates the contractor to comply with the applicable provisions of this Section by providing the Domestic Partnership Certification Form.

4. **Exception and Waiver.** The provisions of this Section shall not apply where:

- A. The Contractor does not provide benefits to the spouse of an employee or the dependents of employee's spouse.

- B. The Contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with, a religious organization, association or society.

- C. The Contractor is a governmental entity.

- D. The Contract is for the sale or lease of property.

- E. The Covered Contract is necessary to respond to an emergency.

- F. The provisions of this Section would violate grant requirements.

- G. The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners despite making reasonable efforts to provide them.

- H. Upon a majority vote, the City Commission may waive compliance of this Section under the following circumstances:

1. Where only one (1) solicitation response is received;

2. Where more than one (1) solicitation response is received, but the solicitation demonstrates that none of the proposed solicitations can comply with the requirements of this Section; or

3. Where the cost of the Bid, as submitted by the lowest responsive bidder which complies with the requirements of this Section, would be at least five percent (5%) greater than the lowest responsive bid submitted by the bidder which does not comply with the requirements of this Section but would otherwise have been responsive if compliance with this Section would not have been listed as a requirement in the Bid specifications.

- I. In fiscal Year 2014, for a Covered Contract with a Contractor who provides reasonable assurances that the Contractor will provide benefits to employees' Domestic Partners in Fiscal Year 2014.

5. Grandfather. It is the intention of the City Commission that Contractors with existing contracts with the City be exempt from the application of this Ordinance until such contracts are renewed or amended.

ATTACHMENT C

NON-DEBARMENT AFFIDAVIT

_____ Being first duly sworn, deposes and says that:

He/She is _____ of _____ the Proposer ("Respondent") that has submitted the attached Proposal. By offering a submission to this RFP, the Respondent certifies and affirms that to the best of his/her knowledge and belief, that:

1. The Respondent is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction of any Federal, state or local agency; and
2. The Respondent has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property; and
3. The Respondent is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this affidavit; and
4. The Respondent has not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default; and
5. The Respondent will submit a revised Debarment Affidavit immediately if the status changes.

If the Respondent cannot certify that he/she is not debarred, he/she shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract. Failure to submit a debarment affidavit will disqualify the contractor from the award of any contract.

_____ Check here if an explanation is attached to this affidavit.

By: _____

Print Name: _____

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by _____ as _____ of _____.

(NOTARY SEAL)

(Signature of Notary Public-State of Florida)
(Name of Notary Typed, Printed, or Stamped)
My Commission Expires: _____

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

ATTACHMENT D

DRUG-FREE WORKPLACE CERTIFICATION

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

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

- 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's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

COMPANY NAME

VENDOR'S SIGNATURE

Must be executed and returned with attached proposal to be considered.

ATTACHMENT E

NON-COLLUSIVE AFFIDAVIT

State of _____)

County of _____)

_____ being first duly sworn deposes and says that:

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

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

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

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

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

By: _____

Title: _____

Company: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by _____ as _____ of _____.

(NOTARY SEAL)

(Signature of Notary Public-State of Florida)
(Name of Notary Typed, Printed, or Stamped)
My Commission Expires: _____

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

ATTACHMENT F

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, _____, on behalf of _____,
Print Name and Title Company Name

certify that _____ does not:
Company Name

- 1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

COMPANY NAME

PRINT NAME

SIGNATURE

TITLE

Must be executed and returned with attached proposal to be considered.