

INVITATION TO BID (ITB)



Subject: **Purchase and Delivery of a Diesel Powered Lift Truck (Forklift)**

ITB #: 2014-04-03-01

Due Date/Time: April 22, 2014, 2:00 p.m. Eastern Standard Time

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

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: 04/03/14
 PAGE 1 OF 25
**BIDS MUST BE RECEIVED
 PRIOR TO 2:00 P.M.
 ON: April 22th, 2014**

TITLE: Purchase and Delivery of a Diesel Powered Lift Truck (Forklift)

Bidder Must Complete the Following:

Vendor Name	Total Bid Discount (section 1.04)
Vendor Contact Person	
Street Address	Bids are firm for Acceptance for 90 days (see Section 1.05) Yes _____ No _____ Other _____
City, State, Zip (See General Conditions Section 1.01)	
If this Invitation was mailed to an incorrect address, Mark "X" here <input type="checkbox"/> and we will adjust our records. Area Code and Telephone Number: () _____ (800) _____ FAX () _____ EMAIL _____	State or reference any variances (see Section 1.06)
	Vendor Web Site Address: http:// _____
	NO BID - If not submitting a bid, state reason below and return one copy of this form (see Section 1.07):
Delivery - Calendar Days After Receipt of Purchase Order (Section 1.02): _____ Days	
Payment Terms (see Section 1.03): _____% , Net _____	

How to Submit Bids/Proposals: It will be the sole responsibility of the Bidder to ensure that his or her 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 stated on the **OUTSIDE** of the envelope:

BID/RFP Number: 2014-04-03-01 Title: Diesel Powered Lift Truck (Forklift) Opens: April 22, 2014

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 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 mailed to all Bidders who have requested to be placed on the applicable vendor mailing list. Requests may also be mailed 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 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 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:

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 to be the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER or CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order or 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, Seller; Contractor or Consultant; and Contract, Award, Agreement or Purchase Order.

- 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. 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 1 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 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 Wilton Manors is exempt from Federal Excise and State of Florida Sales taxes on direct purchase of tangible property. The exemption number for Federal Excise taxes is **59-84-007OK**, and State Sales Tax exemption number is **16-21-196526-54C**.
- 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:** 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 his or her 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".
- 3.07 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 Finance Director in the manner specified in Part VI – Special Conditions. For questions of a material nature, the Finance Director 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.
- 3.08 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 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.
- 3.10 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, 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.
- 3.11 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.
- 3.12 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.

- 3.13 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 Finance Director or Designee 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.
- 3.14 BID SURETY:** If a bid security is required, 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; full execution of contract documents, if required; or any other specified special condition.
- 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, Florida Statutes, The Public Records Law). Information and materials received by the City in connection with an ITB response shall be deemed to be public records and 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 / Bidder believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer / Bidder, 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 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.
- 3.17 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 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.

- 3.18 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:** If a performance bond or irrevocable letter of credit is required within this ITB, 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 Wilton Manors, Florida, in the face amount specified in the ITB 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 Office of the City Clerk thirty (30) days prior to the termination date of the existing Performance Bond. A surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent, must execute the Performance Bond. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Miami-Dade or Palm Beach County) bank acceptable to the City and issued in favor of the City of Wilton Manors, 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 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. 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 or her 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 Chapter 442, Florida Statutes. A completed Material Safety Data Sheet (MSDS) must accompany any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order.

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: If awarded a contract as a result of this ITB, the Bidder will, if he/she has sufficient capacity or quantities available, provide to other requesting governmental agencies the products or

services awarded in accordance with the terms and conditions of this ITB and the 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 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 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 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 his or her 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: There shall be no discrimination as to race, sex, color, creed, age or national origin in any operations conducted pursuant to this contract. Contractor shall comply with the provisions of Section 2-269(2) of the Wilton Manors Code of Ordinances. Contractor shall require that all subcontractors comply with Section 2-269(2) of the Wilton Manors Code of Ordinances.

5.16 LOCAL PREFERENCE: Except where otherwise provided by federal or state law or other funding source restrictions, purchases of goods, general services, or professional services under the procurement code Section 2-268 of the Wilton Manors Code of Ordinances may give preference to local businesses.

5.17 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 him 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.

5.18 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.

5.19 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.

5.20 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.

5.21 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.

5.22 ATTACHMENTS: Each bidder must complete and submit the following four (4) attachments.

- A. Non-Discrimination Affidavit
- B. Domestic Partnership Certification Form
- C. Non-Debarment Affidavit
- D. Drug-Free Workplace Certification

PART VI - SPECIAL CONDITIONS

- 6.01 PURPOSE:** The City of Wilton Manors is actively seeking bids from qualified Bidders, hereinafter referred to as the Vendor, **to purchase and deliver of a diesel powered lift truck (forklift)** to the City 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 Kathryn Sims, City Clerk at (954) 390-2123. For information of a technical nature, contact Daren Jairam, Purchasing Coordinator (954) 390-2171. Such contact is to be for clarification purposes only. Material changes, if any, to the technical specifications or bidding procedures will only be transmitted by written addendum 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 at least seven (7) days prior to bid due and open date. If required, a written addendum will be issued within two (2) days to all Bidders who have received a copy of this Invitation to Bid (ITB). To facilitate receipt of questions, they may be sent via FAX to (954) 390-2199, ATTENTION: DAREN JAIRAM, PURCHASING COORDINATOR, or by e-mail to djairam@wiltonmanors.com. **PLEASE NOTE: No portion of your bid response can be sent via facsimile (FAX) or electronic email.**
- 6.04 SITE VISIT:** While there is no mandatory pre-bid conference, it is recommended that Bidders inspect the location and equipment to be serviced prior to submission of a bid. 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 him/herself 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 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:** .
- 6.08 PRICE:** Bidder will quote a fixed cost on the Bidder Proposal Page for the item listed in Part VII – Technical Specifications/Scope of Services. Pricing shall include all labor costs associated with the delivery.
- 6.09 COST ADJUSTMENTS:** Costs for all services purchased under this contract shall remain firm
- 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 responsible Bidder quoting the lowest total cost to the City. The City reserves the right to compare specific items, at its discretion, to determine the low responsible Bidder. Tie bids will be decided by the City Manager whose decision will be final. 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: \$100,000.00

Commercial General Liability Insurance

Limits: Combined Bodily Injury/Property Damage: \$500,000.00

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 WORK

7.01 SCOPE OF WORK :

The City of Wilton Manors Utilities requires one (1) Forklift as per the below noted specification requirements which will be used moderately on a daily basis to move equipment as needed around the building, assist in setup and load/unload freight. The forklift must be new equipment (Reference Section 7.05 below) and will also be used outside of the building on the various ramps, as needed.

Bidders are requested to submit equipment whereby parts are readily available (within 10 business days and/or on stock locally). Unit must be tested, assembled, delivered onsite and be fully operational. Price quoted shall be inclusive of all freight charges, FOB: Destination.

7.02 MINIMUM EQUIPMENT SPECIFICATION REQUIREMENTS

A. Powertrain

- a. Class: IV Powered (Internal Combustion Engine Trucks (Solid/Cushion Tires)
- b. Engine: 4 cylinder internal combustion engine, EPA Tier II/CARB Certified, Low Emission Electronic Fuel Injected
- c. Fuel: Diesel
- d. Transmission: Automatic with single forward and reverse speeds

B. Mast

- a. Three (3) stage mast with minimum forward/back tilt (reverse Tilt) of five (5) degrees
- b. Minimum lift height with mast extended 180" (one hundred eighty inches)

C. General

- a. Lift Capacity: 5,000 lbs. minimum at 24" (twenty-four inch) load center
- b. Forks: 42" (forty-two inch) length standard type forks (minimum ITA Class II)
- c. Carriage: Standard width (minimum ITA Class II) Side Shifter
- d. Steering: Hydrostatic Power Steering
- e. Width: Maximum width of 45" (forty-five inches)
- f. Height: Maximum height (mast retracted) of 84" (eighty-four inches)
- g. Tires: Solid or Cushion – Provide options
- h. Keys: No less than two (2) each start keys
- i. Wheels: Two (2) front; two (2) Rear
- j. Ability to maneuver six (6) percent slope (approximately four foot difference in height between roadway and loading dock apron)

7.03 WARRANTY

Minimum 24 months/3,000 hours for Basic Truck/Limited Carriage to Counterweight; 36 months/4,500 hours Limited Powertrain Warranty. Warranty including parts and labor, excluding wear items. (Travel time, mileage/transportation and other costs shall be inclusive). Bidder must be an authorized seller/reseller/dealer or direct manufacturer of equipment being bid. The City of Wilton Manors must be named as the original purchaser stated on manufacturer's warranty. The City of Wilton Manors reserves the right to request documentation that bidder is an authorized seller/reseller/dealer or direct manufacturer of equipment being offered.

7.04 DELIVERY INSTRUCTIONS

Delivery is to be made between hours of 9:00 AM and 4:00 PM, Monday thru Thursday. Vendor shall be responsible for off-loading and providing inside delivery with the owner staff. Prior to scheduling delivery awarded bidder or carrier must contact City of Wilton Manors Emergency Management/Utilities office (Officer Manager's appointed designee Rita Sanz, Phone: 954-390-2190) to make final arrangements for delivery no less than three (3) business days prior to actual anticipated delivery date.

Warranty information, certificates of original and operational instructions are to be included at time of delivery. All accessories, tools, standard and safety parts and items are to also be included at time of delivery.

7.05 NEW EQUIPMENT

All equipment being offered must be new and unused merchandise and shall be the latest model in production available at the time of this solicitation. No used or after-market equipment will be acceptable.

7.06 TRAINING

Awarded bidder shall provide a training session for approximately five (5) staff members which shall be included in the price offered. Training will take place on-site during the hours of 9:00 AM and 4:00 PM, Monday thru Thursday, at Emergency Management/Utilities office. Date and time to be mutually agreed upon between awarded Bidder and Emergency Management/Utilities office.

Training shall be performed by a trained factory representative, not a sales representative. City reserves the right to request documentation of representative's training qualifications.

7.07 MANUALS

Bidder shall supply no less than two (2) Operator's Parts and Equipment Manuals

7.08 SAFETY

Equipment being offered must comply with all currently applicable regulatory agency requirements for Powered Industrial Trucks of this nature such as but not limited to minimum regulations as follows: ANSI (American National Standard Institute) and OSHA (Occupational Safety and Health Administration).

BIDDER PROPOSAL PAGE

BIDDER NAME: _____

BIDDER CONTACT PERSON: _____

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.*

Item No.	Commodity	Quantity	Unit Price	Total Price
1.	Forklift as per Section 7.0 Scope of Work & Technical Specifications			

IMPORTANT: Bidder SHOULD include cut sheet and descriptive literature describing equipment being offered together with bid response.

Manufacturer/ Brand Offered: _____

Model Offered: _____

GRAND TOTAL AMOUNT BEING OFFERED: \$ _____

NAME OF COMPANY: _____

AUTHORIZED SIGNATURE: _____

By signing this bid sheet your firm is agreeing to the terms and conditions of the Invitation for Bid.

VENDOR QUESTIONNAIRE

The completed Vendor Questionnaire should be submitted with the solicitation response. Where a response requires additional information, the Vendor should attach a written detailed response; each response should be numbered to match the question number. The completed questionnaire and attached responses will become part of the procurement record. It is imperative that the person completing the Vendor Questionnaire be knowledgeable about the proposing Vendor's business and operations. Failure to provide the completed questionnaire timely may result in the Vendor being deemed non-responsive.

1. LEGAL BUSINESS NAME: _____
2. FEDERAL EMPLOYER I.D. NO. (FEIN): _____
3. DOING BUSINESS AS/FICTITIOUS NAME (if applicable): _____
4. WEBSITE ADDRESS (if applicable): _____
5. PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

6. TELEPHONE NO.: _____ FAX NO.: _____
7. TYPE OF BUSINESS (check appropriate box):
 Corporation (Specify the State of Incorporation): _____
 Sole Proprietor Limited Liability Corporation (LLC) Limited Partnership
General Partnership (State and County Filed in) _____
Other – Specify _____
8. LIST NAME AND TITLE OF EACH PRINCIPAL, OWNER, OFFICER, AND MAJOR SHAREHOLDER:
a. _____
b. _____
c. _____
d. _____
9. AUTHORIZED CONTACT FOR YOUR FIRM:
Name: _____ Title: _____
Telephone Number: _____ Fax Number: _____
E-mail Address: _____
10. Specify the types of services of commodities your firm offers: _____

11. How many years has your firm been in business while providing the services and/or products offered within this solicitation? _____

VENDOR QUESTIONNAIRE

12. Provide at least three (3) individuals, corporations, agencies, or institutions for which your firm has completed work of a similar nature or in which your firm sold similar commodities in the past three (3) years.

Reference No. 1:

Scope of Work: _____

Contract/Project Title: _____

Agency: _____

Contact Name/Title: _____

Contact Telephone: _____ Email: _____

Contract/Project Dates: (Month and Year) _____

Contract Amount: _____

Reference No. 2:

Scope of Work: _____

Contract/Project Title: _____

Agency: _____

Contact Name/Title: _____

Contact Telephone: _____ Email: _____

Contract/Project Dates: (Month and Year) _____

Contract Amount: _____

Reference No. 3:

Scope of Work: _____

Contract/Project Title: _____

Agency: _____

Contact Name/Title: _____

Contact Telephone: _____ Email: _____

Contract/Project Dates: (Month and Year) _____

Contract Amount: _____

NAME OF COMPANY: _____

VENDOR QUESTIONNAIRE

- 13. Is your firm's business regularly engaged in and routinely selling the product(s) offered within this solicitation? Yes No
- 14. Does your firm affirm that it is currently authorized by the manufacturer as a dealer/seller of the product(s) offered herein, and warranty offered is the manufacturer's warranty with City of Wilton of Manors recorded as the original purchaser? The City reserves the right to verify prior to a recommendation of award. Yes No
- 15. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? if yes, specify details in an attached a written response. Yes No
- 16. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached a written response. Yes No
- 17. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached a written response. Yes No
- 18. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached a written response. Yes No
- 19. Has your firm's surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor's sureties during the last three years? If yes, provide the owner's names, address and telephone number, as well as the Surety Company's name, contract name and telephone number. If yes, specify details in an attached a written response. Yes No
- 20. If requested, will your firm extend the same price, terms and conditions to other governmental entities during the period covered by this contract? Yes No
- 21. Would your firm accept a Master Card credit card as payment from City of Wilton Manors? Yes No
- 22. Living Wage solicitations only: In determining what, if any, fiscal impacts(s) are a result of the Ordinance for this solicitation, provide the following for informational purposes only. Response is not considered in determining the award of this contract. Living Wage had no effect on the pricing. Yes No
If yes, Living Wage increased the pricing by ___ % or decreased the pricing by ___%.

Questions 23 - 26 are only applicable to construction or service (furnish and install) solicitations:

23. What is the last contract of this nature that your firm has completed, or what similar on-going contracts is your firm working on? If additional space is required, provide in an attached a written response.

- 24. Has your firm completely inspected the project site(s) prior to submitting response? Yes No
 - 25. Will your firm need to rent or purchase any equipment for this contract? If yes, please specify details in an attached a written response. Yes No
 - 26. What equipment does your firm own that is available for this contract? _____
-

NAME OF COMPANY: _____

VENDOR QUESTIONNAIRE

Litigation History: Failure to disclose any material case, or to provide all requested information in connection with each case, may result in the Vendor being deemed non-responsive. Prior to making such determination, the Vendor will have the ability to clarify the submittal and to explain why an undisclosed case is not material.

<input type="checkbox"/> There are no material cases for this firm.	
Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input type="checkbox"/>
Case Name	
Case Number	
Date Filed	
Name of Court or other tribunal	
Type of Case	Civil <input type="checkbox"/> Administrative/Regulatory <input type="checkbox"/> Criminal <input type="checkbox"/> Bankruptcy <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Court	
Brief description of the Subject Matter and Project Involved	
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing Counsel	Name: _____ Email: _____ Telephone Number: _____

NAME OF COMPANY: _____

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, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation 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 FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this ___ day of _____, 2014, by _____.

Signature of Notary Public

____ Personally known, or
____ Produced Identification

Type of ID 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 FLORIDA
COUNTY OF _____

Sworn, to and subscribed before me this ____ day of _____, _____,

by _____.

Signature of Notary Public

____ Personally known, or
____ Produced Identification

Type of ID 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.

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 FLORIDA)
COUNTY OF BROWARD)

The foregoing Agreement was acknowledged before me this ____ day of _____, 2014, by _____, who has affirmed that he/she has been duly authorized to execute the above document. He/she is personally known to me or has produced _____ as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

Name of Acknowledger, typed, printed, or Stamped

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.