

Cut along border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”. Be sure to include the name of the company submitting the bid where requested.

SEALED BID – DO NOT OPEN	
SEALED BID NO:	10-190
BID TITLE:	PURCHASE OF USED BUCKET TRUCK
DUE DATE/TIME:	FRIDAY, MARCH 5, 2010
SUBMITTED BY:	_____
	Name of Company

DELIVER TO: PURCHASING DEPARTMENT
CITY OF LAKE WALES
201 W CENTRAL AVE.
LAKE WALES, FL 33853

Please Note: From time to time, addenda may be issued to this bid. Any such addenda will be posted on the same Website, www.cityoflakewales.com, from which you obtained this bid. Before submitting your bid/proposal you should check our Website to download any addenda that may have been issued. Please remember to sign and return addendum acknowledgement form with completed bid package if applicable.

February 17, 2010

INVITATION TO BID
#10-190

NOTICE IS HEREBY GIVEN that the City of Lake Wales is accepting sealed proposals for:

PURCHASE OF USED BUCKET TRUCK

At 2:00 p.m., EST on Friday March 5, 2010 in the City Commission Chambers, Municipal Administration Building, 201 Central Avenue W., Lake Wales, Florida, proposals will be opened and read aloud.

An original and three (3) copies of all proposals, including all executed documents and needed attachments, shall be placed in a sealed envelope, marked "10-190: "SEALED BIDS FOR PURCHASE OF USED BUCKET TRUCK" and delivered prior to the proposal opening deadline, 2:00 p.m., EST on Friday, March 5, 2010.

All persons and firms wishing to submit bids must obtain a complete copy of the Request for Proposals and submit a City of Lake Wales Vendor Application, a W-9 and a current Public Entity Crimes Statement with their response. Access our website, www.cityoflakewales.com, go to Departments, Purchasing and then Forms and Documents, or contact Bonnie Hodge, Purchasing Director, (863) 678-4182 extension 264 to obtain these items. There is no charge for the Request for Proposals or for submitting proposals.

Responses may be hand delivered, mailed or delivered via courier service to the following address. Fax or e-mailed responses will not be accepted.

DELIVERY ADDRESS

City of Lake Wales
City Manager's Office
Attn: Purchasing Director
201 Central Ave. W
Lake Wales, FL 33853

MAILING ADDRESS

City of Lake Wales
City Manager's Office
Attn: Purchasing Director
P.O. Box 1320
Lake Wales, FL 33859-1320

Intent

The City of Lake Wales seeks a qualified vendor to supply a used Bucket Truck as per the specification in this bid document.

BIDDER INSTRUCTIONS AND GENERAL INFORMATION

BIDDER INSTRUCTIONS: To ensure acceptance of this bid, follow these instructions.

BID DOCUMENTS MUST BE DELIVERED TO THE PURCHASING DIVISION PRIOR TO 2:00 P.M. ON THE DATE SPECIFIED. THERE WILL BE NO EXCEPTIONS.

1. **EXECUTION OF BID:** Bid must contain an original signature of an authorized representative in the space provided on the signature page. Bid must be typed or printed in blue ink. Erasable ink is not permitted. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.
2. **NO BID:** Bidder not interested in submitting a bid should return a “no bid,” with an indication of the reason for no bid and the interest in future bid solicitations.
3. **BID OPENING:** It is the responsibility of the bidder to assure that their bid is delivered at the proper time and place prior to the bid opening. All bid openings shall be public, at 2:00 p.m., on the date specified in the Notice to Bidders. Bids, which for any reason are not so delivered, will not be considered. **BID SUBMITTAL FORMS USING FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.**

NOTE: Bidders may call the Purchasing Director only for bid results. The telephone number is (863) 678-4182 extension 264. The bid recap will be posted to the City Of Lake Wales website at <http://www.cityoflakewales.com> within ten (10) working days after the bid opening date. The bid analysis will also be posted to the City’s website as soon as possible after the bid opening Date. Bid files may be examined during normal working hours by appointment.

4. **CITY AS GATEKEEPER OF DOCUMENTS:** This document is issued by City of Lake Wales and as such shall be the sole distributor of all addendum and/or changes to these documents. It is the responsibility of the bidder to determine issuance of documents directly with the Purchasing Division. The City is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the City and the Bidder should not rely on such sources for information regarding the solicitation.
5. **TAXES:** Bidders are responsible for the payment of any applicable taxes that are connected to the purchase of any materials or subcontractors used in the execution of this bid.
6. **DISCOUNTS:** Bidders may offer a cash discount for prompt payment; however, such discounts SHALL NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit price quoted.
7. **MISTAKES:** Bidders are required to examine the specifications, delivery schedule, bid prices and all instructions pertaining to the requirements of this bid. Failure to do so will be at bidder’s risk. In case of a mistake in extension of a unit price, the unit price will govern. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.
8. **INVOICING AND PAYMENT:** The successful bidder shall submit a properly certified invoice to the City at the prices bid. **An original invoice shall be submitted to the Purchasing Director at, P.O. Box 1320, Lake Wales, Florida 33853.** The vender shall include the bid number and/or the purchase order number on all invoices. Invoices will be processed for payment when approved by the user division.

9. **CONFLICT OF INTEREST:** All bidders must disclose, with their bid, the name of any family member, officer, Director or agent who is also an employee of the City or any of their agencies. Furthermore, all Bidders must disclose the name of any City employee who owns, directly or indirectly, any interest of any amount in the bidder's firm or any of their branches. Award of this bid shall be subject to the provisions of Chapter 112, Florida Statutes.
10. **WARRANTY:** Unless otherwise specified, the bidder agrees that the services furnished under this bid shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any provision of this bid.
11. **ADDENDUM:** Any changes in the bid shall be made in the form of a written addendum by the Purchasing Director. No other person shall be authorized to make changes verbally or in writing. If an addendum is issued, the addendum sheet must be signed by the bidder and faxed to (863) 678-4182 extension 264.
12. **LIABILITY:** The vendor shall hold and save the City, its Officers, agents and employees harmless from liability of any kind in the performance of this bid and against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.
13. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save Harmless the City, its elected and appointed officials, employees, or agents from liability of any nature or kind, including cost and Expenses for, or on account of, any copyrighted, patented or non-patented invention, process, or article manufactured and used in the performance of this bid. If the bidder uses any design, device or material covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or material in any way involved in the work. The City shall not be liable for any future payment to third parties for the use of said intellectual properties as stated in this section.
14. **BID PROTEST:** Any bidder desiring to file a bid protest, with respect to a recommended award of any bid, shall do so by filing a written protest. The written protest must be in the possession of the Purchasing Division within three (3) working days of the Notice of Recommended Award, unless only one bid was received. A copy of the bid protest procedures may be obtained from the City of Lake Wales Purchasing Division or can be downloaded from the City's website at www.cityoflakewales.com.

FAILURE TO FOLLOW BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE CITY OF LAKEWALES, FLORIDA, SHALL CONSTITUTE A WAIVER OF THE BIDDER'S RIGHT TO PROTEST AND ANY RESULTING CLAIM.

15. **SUMMARY OF TOTAL SALES:** At the end of each quarter, the successful vendor is required to furnish the Purchasing Division with a summary of sales, in total dollars, for the work performed as a result of this bid.
16. **INDEMNIFICATION:** In consideration of Ten Dollars (\$10.00) and other valuable consideration, Seller shall defend (by counsel reasonably acceptable to City), indemnify and hold harmless the City, its employees and agents from and against, including, but not limited to, all liability, claims, suits, demands, damages, losses and costs, including attorney fees, arising out of or resulting from the performance of its services, provided that any such liability, claims, suit, demand, damage, loss or expense is (a) attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the service itself), including the loss of use resulting there from; and (b) caused in whole in part by an act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, whether or not it is caused in whole or in part by the negligence or other fault of a part indemnified hereunder. The contractor shall indemnify and hold harmless the City and anyone directly or indirectly employed by it from and against all claims, suits, demands, damages, losses and expenses (including attorney fees) arising out of any infringement or patent

rights or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.

17. **PUBLIC ENTITY CRIME:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. When submitting this bid, the bidder hereby certifies that they complied with said statute.
18. **PREFERENCE FOR DRUG FREE WORKPLACE:** Whenever two or more bids, which are equal with respect to price, quality and service, are received, preference shall be given to a bid received from a business that certifies that it has implemented a drug free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive preference, a signed certification of compliance must be submitted with the bid response.
19. **SEALED BIDS:** All bid submittals must be completed and submitted in a sealed parcel. **(DO NOT INCLUDE MORE THAN ONE BID SUBMITTAL PER ENVELOPE. BID SUBMITTAL SHALL INCLUDE ONE (1) COPY OF ORIGINAL).** The **Original** bid submittal (s) shall be submitted on the forms provided by the City. All bids are subject to the conditions herein; failure to comply will subject bid to rejection.
20. **PRICES, TERMS AND PAYMENT:** Firm prices shall be bid and include all packing, handling, Shipping charges and delivery to any point within the City. Discount time will be computed from the date of satisfactory delivery at place of acceptance. Prices bid shall be firm for forty-five (45) days.
21. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act (OSHA) and carry evidence of Underwriters Laboratories' Listings (UL).
22. **PACKAGING:** All containers shall be suitable for storage or shipment, and all prices should include standard commercial packaging.
23. **MEETS SPECIFICATIONS:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid) unless otherwise specified in the specifications. The bidder represents that all equipment offered under this specification should meet or exceed the minimum requirements specified. Bidder shall strictly adhere to delivery specifications. The City shall be notified and agree to the use of any products that meet the specifications but are classified as "After Market" or "Grey Market" products that substitute for the original.
24. **SILENCE OF SPECIFICATIONS:** The apparent silence of this specification and any Supplemental specifications to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and those only materials of first quality and correct type, size and design are to be used. All Workmanship is to be first quality. All interpretations of these specifications shall be made upon the basis of this statement.
25. **GOVERNMENTAL RESTRICTIONS:** In the event that any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this bid/proposal prior to delivery, it shall be the responsibility of the supplier to notify the Purchasing Division at once. Their letter shall indicate the specific regulation, which required an alteration. The City reserves the right to accept any such alteration, including any price adjustments, or to cancel the contract at no expense to the City.
26. **TOXIC SUBSTANCE:** Notice of successful vendor (s) to provide to City toxic substances (As listed in Chapter 442, Appendix "G" of the FS) if applicable.

- a. Chapter 442 of the FS states that manufacturers, importers or distributors of any toxic Substance shall prepare and provide each direct purchaser of such toxic substance with Material Safety Data Sheet (s), herein referred to as MSDS, which to the best of manufacturer's, importer's or distributor's knowledge, is current, accurate and complete based on information then reasonably available to the manufacturer, importer or distributor. Upon notification of a new or revised MSDS the manufacturer, importer or distributor, on a timely basis not to exceed three (3) months after notification, shall provide the City with the revised information as it becomes available to the manufacturer, importer or distributor.
 - b. Failure to provide the MSDS, when applicable, shall be cause of rejection of bid.
27. **INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at the designated facility unless otherwise indicated. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the City, unless loss or damage results from negligence by the City.
 28. **SAMPLES:** Samples of items, when called for, must be furnished free of expense and may, upon request be returned at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid number and item reference. Sample of successful bidder's items may remain on file with Purchasing for the term of the contract. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received within ninety (90) days after bid opening date. If instructions are not received within this time, the Purchasing Division shall dispose of the samples.

General Information and Requirements

1. **DEFINITIONS:** The term "city" means the City of Lake Wales, a political subdivision of the State of Florida, its elected and appointed officials, employees, or agents.
2. **AWARD(S):** The award of this bid shall be based on low bid meeting specifications and other criteria as specifically called out in this document. As the best interest of the City may require, the right be reserved to make award(s) by individual item, group of items or as indicated in the bid form; to reject all bids or waive any minor irregularities or technicalities in bids received. In determining the lowest responsive and responsible bidder, in addition to price, the following may be considered:
 - Vendor's evaluation – quality of performance on previous projects.
 - The ability, capacity, equipment and skill of the bidder to fulfill the contract.
 - Whether or not the bidder can fulfill the contract within the time specified, without delay or interference.
 - The character, integrity, reputation, judgement, experience and efficiency of the bidder.
 - The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
 - The sufficiency of the financial resources to fulfill the contract to provide the goods and/or services.
 - The quality, availability and adaptability of the suppliers or contractual services to the particular use required.
 - The ability of the bidder to provide future maintenance and service, as required or needed.
 - The number and scope of conditions attached to the bid.
1. **LOCAL PREFERENCE:** The City of Lake Wales Code of Ordinances affords local preference to City entities in the award of bids. Preference shall be administered in accordance with the following:

Sec. 2-418: Commodities or contractual services in excess of the threshold amount for Category Two – Twenty-five thousand dollars (\$25,000.00).

- (a) *Competitive sealed bidding.* Unless otherwise authorized by this article, all contracts for purchasing commodities or contractual services when the cost exceeds the threshold amount for Category Two – Twenty-five thousand dollars (\$25,000.00) shall be awarded by competitive sealed bidding.

The contract shall be awarded with reasonable promptness by written notice to the qualified and responsive bidder who submits the lowest responsive bid after the city manager obtains the formal approval of the city commission for the bid award. This bid must be determined in writing to meet the requirements and criteria set forth in the invitation to bid. Preference shall be given to a local vendor when the bid is not more than two percent (2%) higher than the low bid.

Local Vendor: Any person who, or place of business which, provides or proposes to provide a commodity or contractual service when such person or business has a principal place of business located within the City of Lake Wales or a principal place of business located outside the city limits and having a Lake Wales mailing address provided such mailing address is not a post office box. The utilization of a post office box for mail delivery shall not disqualify a local vendor, so long as the vendor can demonstrate that the physical address of the vendors principal place of business is located at a Lake Wales mailing address if the vendor allowed mail delivery at its physical address.

- If a contract is being funded in whole or in part by assistance of any federal, state or local agency, which disallows local preference, the City will adhere to those requirements by not applying this section.
2. **NON-CONFORMANCE TO BID CONDITIONS:** Services not delivered as per delivery date in bid and purchase order may result in bidder being found in default, in which event any and all re-procurement costs may be charged against the defaulting vendor. This non-conformance to bid conditions may result in immediate cancellation of the purchase order.
 3. **ASSIGNMENT:** Any purchase order issued pursuant to this bid and the monies, which may become due herein are not assignable, except with the prior written approval of the Purchase Director.
 4. **LICENSING:** Bidders shall be fully licensed with the Department of Business and Professional Regulation and must be registered with the City of Lake Wales and shall comply with all applicable laws, regulations, rules and ordinances of local, state and federal authorities having jurisdiction. Failure or inability on the part of the respondent to have complete knowledge and intent to comply with such laws, rules and regulations shall not relieve any respondent from its obligation to honor its response and to perform completely in accordance with its response. Proof of all relevant licenses is required as part of your bid submittal.
 5. **FACILITIES:** The City reserves the right to inspect the bidder's facilities at any time with reasonable prior notice.
 6. **PLACING OF ORDERS:** The award of this bid does not constitute an order. Before any services can be performed, the successful bidder must receive written or oral notification in accordance with the practices of the Purchasing Department.
 10. **PRECEDENCE:** Any requirement set forth in any section of the bid documents shall be binding as if called for by all sections. If there is a difference in the terms anywhere in this document, the most restrictive shall prevail.
 11. **ADDITIONS/REVISIONS/DELETIONS:** Additions, revisions or deletions to the general conditions, specifications or bid price sheets that change the intent of the bid will cause the bid to be non-responsive and the bid will not be considered. The Purchasing Director shall be the sole Judge as to whether or not any addition, revision or deletion changes the intent of the bid.

12. The Purchasing Director reserves the right to terminate or suspend the award of this bid, in whole or in part, when it is in the best interest of the City to do so, and at the City's sole discretion. The Purchasing Director will notify the Vendor, in writing, of any such action with notice of the effective date of termination or suspension. This notice shall also specify the state of the work at the time of termination or suspension.

If the Purchasing Department determines that the performance of the Vendor does not comply with the bid requirements, the division may:

- a. Immediately suspend the work; and
 - b. Notify the vendor of the non-performance with a requirement that the deficiency be corrected within ten (10) days of notification.
13. **PRICE ADJUSTMENTS:** Any price decrease executed during the contract period, either by reason of market change or on the part of the contractor to other customers, shall be passed on to the City. The best pricing policy applies for all Federal, State and County Contracts.
 14. **CANCELLATION:** All annual bid obligations shall prevail for at least one hundred eighty (180) Days after effective date of the bid, unless bid conditions are breached as specified herein, after that period, for the protection of both parties, either party may cancel this bid in whole or part by giving thirty (30) days prior notice in writing to the other party. The City reserves the right to cancel any bid after reasonable written notice to the successful bidder should the service not be in the best interest of the City. Should the service rendered for any bid cause or threaten endangerment to public safety or welfare, the Purchasing Director may cancel the bid immediately.
 16. **MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS:** Any manufacturer's names, trade names or brand names are for information only and are not intended to limit competition. The bidder may offer any brand for which they are an authorized representative that meets or exceeds the specification for any item(s). If bids/proposals are based on equivalent products, indication should be made on the bid/proposal, cuts, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. If the substituted material or device has repeated failures the vendor shall replace with a superior product at no cost of material or labor to the City. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specification(s) and not be considered an exception thereto. Bids/proposals, which do not comply with these requirements, are subject to rejection. Bids/proposals lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Purchasing Division shall be notified of any proposed changes in the following.
 - a. Materials used;
 - b. Manufacturing process; and
 - c. Construction.

Changes shall not be binding upon the City unless evidenced by a Change Notice issued and signed by the Purchasing Director.

17. **PLANS AND SPECIFICATIONS:** The specifications and other bid documents upon which the prices in the Vendor's bid proposal are based on, are hereby made a part of the purchase order by reference hereto.
18. **ANNUAL APPROPRIATIONS:** The vendor acknowledges that the City, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreement for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to

be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the City's performance and obligation to pay under this agreement is contingent upon annual appropriation.

19. **TERM & PRICING:** This contract shall commence for a One Year period beginning on the date of approval of the City Commission and end on September 30, 2010 with the option to renew for Two (2), One-year terms. No agreement or contract shall be executed which binds the city for the purchase of services or commodities for a period in excess of one (1) fiscal year, unless the following statement is included in the contract: "The performance of the City of Lake Wales and its obligation to pay under this contract is contingent upon annual appropriation by the City Commission of Lake Wales."
20. **PRICE INCREASES:** Increase/decrease will be determined by the appropriate price index.
21. **CANCELLATION CLAUSE:** The City, at its discretion, reserves the right to waive minor informalities or irregularities in any responses, to reject any and all responses in whole or in part, with or without cause, and to accept that response, if any, which in its judgment will be in its best interest.
22. **PERFORMANCE:** The City of Lake Wales reserves the right to cancel the entire contract with a vendor who fails to perform in accordance with the bid as offered to and accepted by the City of Lake Wales. The purchase order may be cancelled, without penalty, by either party upon 30 days written notice to the other party.
23. **QUESTIONS CONCERNING BID:** Please submit all question regarding this document in writing to the Purchasing Director. Any interpretations, clarifications, correction or change to this document will be made by written addendum issued by the Purchasing Director. Any oral or other type of communication concerning this document shall not be binding. Any questions concerning the project in regards to materials and type of work shall be addressed to the project manager.
24. **PROJECT MANAGER** for questions concerning these specifications please contact in writing to Tom Moran, Public Works Director, tmoran@cityoflakewales.com, 863-678-4182 ext. 287.
25. **INSURANCE REQUIREMENTS:** Unless otherwise stated in the specifications, the following insurance requirements must be met before delivery of goods or services.

Worker's Compensation Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employer's Liability with a limit of \$3,000,000 each accident, \$1,000,000 each employee, \$1,000,000 policy limit for disease.

Commercial General Liability – Occurance form required (Contractor/Vendor) shall maintain commercial general liability (CGL) insurance with a limit of not less than \$3,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$6,000,000. Products and completed operations aggregate shall be \$6,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x,c,u) exposures, personal injury and advertising injury. Damage to rented premises shall be included at a minimum of \$100,000.

Commercial Automobile Liability Insurance (Contractor/Vendor) shall maintain automobile liability insurance with a limit of not less than \$3,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

Evidence of Insurance The Contractor/Vendor shall furnish the City of Lake Wales with Certificates of Insurance. The Certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City of Lake Wales is to be specifically included as an additional insured on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the contract, a renewal certificate shall be issued 30-days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of

cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the City of Lake Wales before the commencement of any work activities.

STATEMENT OF INDEMNIFICATION – The Contractor hereby acknowledges and confirms that the contract price includes the consideration for this Indemnification/Hold Harmless. The Contractor shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City of Lake Wales, its elected and appointed officials, employees, agents and volunteers from and against all claims, actions, liabilities, losses, (including economic losses), costs, including attorney fees and all costs of litigation, and judgments of every name and description arising out of or incidental to the performance of this contract, unless caused by the sole negligence of the City of Lake Wales, its elected officials, employees, agents or volunteers. Any cost or expenses, including attorney fees (including appellate, bankruptcy, or patent council fee), incurred by the City of Lake Wales to enforce this agreement shall be borne by the contractor. This indemnification shall also cover all claims brought against the City of Lake Wales, its elected officials, employees, agents or volunteers by any employee of the contractor, any subcontractor or anyone directly or indirectly employed by any of them. The contractor's obligation under this article shall be limited to \$10,000,000 and shall not be limited in any way to the agreed upon contract price as shown in this contract or the contractor's limit of all service, obligations, and duties provided for in this contract, or in the event of termination of this contract for any reason, the terms and conditions of this article shall survive indefinitely.

26. COPYRIGHTS:

1. If awarded a contract, the contractor agrees that the work requested herein is “work for hire” and shall irrevocably transfer, assign, set over and convey to the City of Lake Wales all right, titles and interest, including sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to the contract. The contractor further agrees to execute such documents as the City of Lake Wales may request to effect such transfer or assignment.
2. Further, the Contractor agrees that the rights granted to the City of Lake Wales by this section are irrevocable. Notwithstanding anything else in this invitation, the contractor’s remedy in the event of termination of or dispute over any agreement entered into as a result of this invitation shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred in this section. Similarly, no termination of any agreement entered into as a result of this invitation shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this “Copyright” section.
3. The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as part of any agreement entered into as a result of this invitation is prohibited unless the City of Lake Wales approves the use of subcontractors or third parties in writing in advance and such subcontractors or third parties agree to include the provision of this section as part of any contract they enter into with the contractor for work related to this contract.
4. If anything included in a deliverable limits the rights of the City of Lake Wales to use the information for its own internal use, the deliverable shall be considered defective and not acceptable.

INTENT OF PROJECT:

The City of Lake Wales is the purchase of a used bucket truck as per the specifications in this bid document.

ALL RESPONERS SHALL INCLUDE IN THEIR SUBMITTALS:

1. Official Bid Form
2. Vendor’s application, W-9 and Public Entity Crime Statement
3. Documentation of insurance requirements listed in this document
4. A brief history of the firm. Information should include your organizational structure, management location and evidence of Florida licensure.
5. A description of the services specifically relating to the governmental sector, which the bidder is capable of providing.
6. A list of at least 5 references the City may contact in order to assist in the evaluation of past performance.
7. The firm name and contact person, address, telephone number, fax number and email address of the office from which the services are being provided.

For questions regarding this Invitation to Bid please contact: Bonnie Hodge, Purchasing Director
City of Lake Wales, Email: hodgeb@cityoflakewales.com

Evaluation of Bids

This sealed bid shall be evaluated on the basis of price, from all bidders deemed qualified to perform the work, in accordance with City Ordinance. The City shall evaluate and analyze all, and select the bid that, in the City's sole and final judgment, represent the best fiscal and overall solution for the City. The City reserves the right to seek clarification from prospective firms on any issue in a bid, or take any other action it feels necessary to properly evaluate the bids and construct a solution in the City's best interest.

SPECIFICATIONS

- No CDL Required
- Single Bucket
- Automatic Transmission
- Air Conditioning
- AM/FM Radio
- Strobe Light
- Power Steering
- Power Brakes
- 30 foot Outreach
- 35 foot Working Height
- Harness Gear
- Bucket Cover
- Stands for Legs
- Triangles for Safety
- Fire Extinguisher

BID PROPOSAL

Proposal of: \$ _____

Truck Specifications:

Year _____

Model _____

Make _____

Driveline _____

Engine _____

Fuel Type _____

Outreach _____,

Working Height _____,

Transmission _____

Mileage _____

Air Conditioning Y___N___

AM/FM Radio Y___N___

Power Steering Y___N___

Power Brakes Y___N___

CDL Required Y___N___

Bucket Cover Y___N___

Harness Gear Y___N___

Triangles Y___N___

Fire Extinguisher Y___N___

Stands for Legs Y___N___