



REQUEST FOR PROPOSALS

No. 0088-15-KM-RC

PARTNERSHIP FOR

FIRE APPARATUS

Document Date: July 1, 2015

The City of Tallahassee, Florida requests proposals for Fire Apparatus.

SECTION 1.0 GENERAL INFORMATION:

The City of Tallahassee area covers 671 square miles serving a population of approximately 260,000.

1.1 General Requirements

- Proposer must provide current reference for manufacturer and dealer that will be servicing the City of Tallahassee
- It is preferred that proposers are full line providers / installers Fire Apparatus.
- Proposer shall maintain a State of Florida Department of Highway Safety and Motor Vehicles license (if applicable) as a Manufacturer of Fire Apparatus.

1.2 Equipment

- Proposer shall provide a full line of Fire Apparatus.
- Pricing shall not be limited to Fire Apparatus, but must provide components utilized in conjunction with Vehicles.

1.3 Dealer/Manufacturer

- Proposer shall state number of years manufacturer and dealer have been in business
- Proposer shall have established working office with staffed office, parts, and service facilities.

SECTION 2.0 STATEMENTS OF WORK/SPECIFICATIONS

2.1 General

It is the intention of the City of Tallahassee to enter into a contract with a single or multiple providers (successful vendor/s) for purchases of Fire Apparatus and accessories. Items listed shall be an example only and not limited to the list below. Please list any Apparatus or accessory that is not on the list and your organization provides. If manufacturer is different from the dealer a separate contract with manufacturer and dealer is required.

- Tankers
- Engines
- Quick Response
- Aerial ladders
- Aerial Platforms
- ARFF
- Brush

A price structure is to be established for Fire Apparatus, options, accessories and parts, which the City of Tallahassee may purchase. Due to the diversity of the City of Tallahassee's Fleet, Vendor shall include pricing for (ALL) goods and services offered by the vendor for future consideration. Pricing shall be for three four or five years with an option for renewal for an additional three four or five years. The RFP committee will consider contract length and chose the length of the contract that is in the best interest of the City of Tallahassee. Vendors are encouraged to offer pricing for each year but it is not mandatory. All pricing and length of agreement will be considered.

All Apparatus and options, accessories and parts shall be the manufacturer's latest models. Appurtenances and/or accessories not herein mentioned shall be included and conform to best practices known in design, quality of workmanship and material.

Should the manufacturer's current published data or specifications exceed these, they shall be considered minimum and be furnished. The units proposed shall meet State of Florida requirements.

All Fire Apparatus furnished under this Contract shall be constructed with due consideration to intended use and performance characteristics, including but not limited to load distribution, such that they will operate under all conditions (weather, environmental, load, etc.) in conformity with Owner's specifications and all applicable federal, state, and local laws.

Manufacturer's Statement of Origin (MSO), title application (if required), invoice and all warranty papers shall be delivered with each piece of equipment.

Liens and Security Interests: The vendor shall assume full responsibility that all Fire Apparatus delivered to the City are free and clear of all liens and security interests.

The successful vendor shall cooperate with the manufacturer and the cab-chassis supplier (if applicable) at the time of order to deliver the Fire Apparatus FOB to the City of Tallahassee, Fleet Management, at 400 Dupree Street. There shall be no additional cost to the City of Tallahassee for delivery to 400 Dupree Street. The following meetings shall be held at the City of Tallahassee Fleet Management facilities 400 Dupree Street;

- A preconstruction meeting shall be held to completely review the specifications and drawings prior to the equipment's assembly/construction commencing, including an agreement that the price is consistent with the contract approved by the City of Tallahassee Commission.
- A final inspection/performance test. The equipment shall be 100% complete and ready for delivery. The City will perform a final inspection and full performance test of the vehicle and all integral systems. The seller shall provide the technical information and representative(s) to allow for a complete and thorough conformance meeting/inspection. Any and all third party certifications shall be available for review at this meeting. The Apparatus will not be accepted until the accessories have been installed and accepted by the City of Tallahassee Fleet Management.

2.2 **Contract Change Orders**

The successful vendor shall notify the City, **in writing or verified electronic transaction**, of all Change Orders for every piece of equipment purchased. Change Orders shall be approved by the City of Tallahassee's Fleet Management Department.

Change Orders shall include the following as a minimum:

- A. Changes to be made (i.e., equipment, equipment components, accessories, accessory components).
- B. Additional time associated with changes, (if any).
- C. Additional cost associated with changes, (if any).

The City shall not be held liable for costs associated with Change Orders for which they are not properly notified in writing. All Change Orders shall be sent to the address listed below:

ATTN: Director Fleet Management

City of Tallahassee
Fleet Management Department
400 Dupree Street
Tallahassee, Florida 32304

2.3 **Delivery**

The proposer shall state in their proposal firm delivery dates for the various Fire Apparatus and associated equipment. Proposer shall state delivery times for all types of Apparatus and associated equipment provided by the proposer. The delivery times shall be a factor in the award of this contract.

The equipment shall be assembled, serviced, adjusted, and demonstrated to the satisfaction of the City that they are in perfect mechanical condition. Seller is responsible for the complete construction and assembly of all equipment and accessory components.

2.4 **Acceptance**

Equipment and accessories will be accepted only after the above requirements for delivery have been met. Delivery of equipment and accessories to the city does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the delivered equipment or accessory meet specifications and the conditions listed in the specifications have been met.

Should the delivered equipment or accessory differ in any respect from specifications, payment will be withheld until such time as the vendor completes necessary corrective action. If a prepayment has been completed and the Apparatus is not accepted during the final inspection the prepayment shall be returned in full within 30 days of the failed final inspection.

The Fleet Management Division shall notify the Fire Apparatus provider of any deviation(s) by email within ten (10) calendar days of completed pre-delivery inspection and the contract provisions regarding delivery shall prevail. Pre-delivery inspections shall be conducted by the City of Tallahassee Fleet Management Department. Within ten (10) calendar days following notification of non-compliance by the Fleet Management Department, the Seller shall provide to the City a detailed proposal for corrective action.

If the proposed corrective action is not acceptable to the receiving agency, the city may authorize the recipient to refuse final acceptance of the equipment and/or accessory in which case the equipment and/or accessory shall remain the property and the responsibility of the provider and the city shall not be liable for payment for any portion thereof.

2.5 **Deliverables**

Vendor shall include with initial delivery of each model year of Fire Apparatus or equipment the following manuals. When multiple quantities of the same model year body or equipment are ordered, these quantities apply to the entire group of bodies or equipment and not each individual unit delivered.

Electronic or Online manual access is preferred.

- A. Up to three (3) each Technical and Service Manuals for the Apparatus or equipment.
- B. Up to three (3) each Technical and Service Manuals for accessories.
- C. Up to three (3) each Parts Manuals for the Apparatus, equipment and Accessories.
- D. Two (2) copies of Operators Manuals
- E. Two (2) copies of manufacturer's preventive maintenance schedule at the time of delivery.
- F. All relative computer programs, software, service and diagnostic information, all hardware needed to utilize all the above.

2.6 **Training**

Operator and technician training for each new model:

When required, one (1) day operator training for each new model. An authorized manufacturer representative shall conduct the operator training. It shall consist of detailed operator preventive maintenance requirements and techniques to proper operation of the vehicles.

Technician Training:

Where applicable, the technician training shall include a minimum of four (4) days training for each new model and five (5) EVT courses per year. The training shall be at the City of Tallahassee Fleet Management location, 400 Dupree Street. The City of Tallahassee may want to have a manufacture trained technician employed by the vendor located at the facilities at 400 Dupree Street. All cost and conditions will be evaluated in the warranty section of this RFP

2.7 **Parts**

- A. Prefer on-line parts ordering and training to utilize the system.
- B. Proposer shall maintain adequate parts inventory
- C. A fixed price for parts shall be provided with the bid documents. This shall be included in the context of the bid and not included in the cost proposal. There shall be a detailed list of parts.
- D. A consignment parts inventory shall be located at the Fleet facilities, 400 Dupree Street. All parts that have a turn ration of 90 days or less shall be kept in consignment.
- E. Each Apparatus purchase shall have a document certifying the cost of parts for the life of the vehicle. The cost shall be the same as the contract agreed upon pricing.

2.8 **Warranties**

Proposer shall provide detailed manufacturers warranty information.

A delay in warranty start date is required on all equipment purchased by the City of Tallahassee. Warranty shall become effective when the vehicle is put into use by the City rather than at time of delivery. Equipment and accessories must all meet ANSI, SAE and other applicable standards.

A manufacture trained technician employed by the vendor located at the City of Tallahassee facilities 400 Dupree Street. All cost and conditions shall be included.

Proposer shall provide all warranty service.

SECTION 3.0 PROPOSAL RESPONSE REQUIREMENTS:

- 3.1 A prospective service provider's response to this RFP should include the following information at a minimum. Please note that the proposal should address the requirements in a clear and concise manner in the order stated herein.

Proposals must be tabbed as follows and must include the information/documents specified in the applicable tab. Proposals that do not adhere to the following format or include the requested information/documents may be considered incomplete and therefore unresponsive by the City.

- 3.2 The City reserves the right to seek additional/supplemental representation on specific issues as needed
- 3.3 Respondents shall construct their proposal in the following format and a tab must separate each section. Do not submit BINDERS 1 and BINDERS 2 together. Place in separate sealed envelopes.

BINDER 1 - (NO-COST) PROPOSAL

Do not include any pricing except parts in any part of BINDER 1.

Parts pricing shall be included in tab 2.

TAB 1 - EXECUTIVE SUMMARY

Present in brief, concise terms, a summary level description of the contents of the proposal and your company and its capabilities. Give the names of the person(s) who will be authorized to make representations for the proposer, their title(s), addresses, and telephone and fax number(s).

The summary must be limited to a maximum of two pages and the signer of the proposal must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal proponent. If manufacturer is different than Dealer both organization shall sign appropriate documents.

TAB 2 – BASE VEHICLE AND EQUIPMENT

Vendor shall enclose a complete description of equipment construction. Proposal should be accompanied by a set of contractor's specifications consisting of a detailed description of each piece of equipment proposed. These specifications should include size, type, model and make of all component parts and accessories. Include a recommended part list.

Please provide a detailed explanation on all apparatus and option pricing to the extent that it is clearly understandable. The City of Tallahassee should be able to utilize the information to clearly develop pricing for all options or accessories. The intent of the committee will be to use the given information and develop pricing of chosen options:

Creativity shall be welcomed and considered in awarding points.

TAB 3 – DELIVERY SCHEDULE

Vendor shall enclose detailed delivery schedule.

Creativity shall be welcomed and considered in awarding points.

TAB 4 – WARRANTY

State conditions of the warranty(s) provided by the vendor and/or manufacturers. If the proposal includes one or more warranties, then a list must be provided of different dealer's names and locations.

A manufacture trained technician employed by the vendor located at the City of Tallahassee facilities 400 Dupree Street. All cost and conditions shall be included.

Creativity shall be welcome and considered in awarding points.

TAB 5 – LOCAL PREFERENCE

The prime contractor will be evaluated on the proximity of their permanent office in relation to the following four counties in Florida: Leon, Jefferson, Wakulla, and Gadsden. To be considered for Location points, prime contractor must include Attachment B (Local Vendor Affidavit form) in this TAB.

NOTE: Location Points shall not apply to procurements or contracts which are funded, in whole or in part, by a Federal governmental entity and the laws, regulations, or policies governing such funding prohibit application of this preference.

TAB 6 – CITY OF TALLAHASSEE DOCUMENTS

Complete and attach the forms contained in the attachments:

- Attachment A – Representations/Certifications (attach a completed IRS Form W-9)
- Acknowledged addendums to this RFP

BINDER 2 - COST PROPOSAL

The fee shall include all travel, equipment, and any other related expenses. All equipment and accessory prices are to be FOB, City of Tallahassee, Fleet Division, and 400 Dupree Street, Tallahassee, Florida.

The Seller shall state any discounts to apply. (Discounts must be shown for each classification of items or individual items unless all items have the same percentage of discounts). These discounts should be stated so they are clearly understandable by the City.

Vendor shall state warranty cost and extended warranty cost which the Vendor may offer.

Vendor shall state price for each Apparatus or equipment as specified in **TAB 2 – BASE EQUIPMENT AND ACCESSORY** and method for identifying and calculating price for any upgrade or change in specifications

3.4 **QUALIFICATIONS (BINDER 1) AND COST/FEE PROPOSALS BINDER 2) SHALL BE DELIVERED AS FOLLOWS:**

Binder 1 and Binder 2 shall be delivered in a separate, sealed envelope or other sealed packaging, in an ORIGINAL, so identified, and three (3) complete copies.

- 3.4.1 All proposals must be delivered SEALED to the City of Tallahassee at the address shown below no later than the time and date set for receipt of proposals (see Section 4.0 – Schedule of Events). Failure to comply with this or any other paragraph of the Request for Proposals may be sufficient reason for rejection of the entire proposal.

DELIVER THE SEPARATE QUALIFICATIONS/TECHNICAL PROPOSAL **AND** COST PROPOSAL ENVELOPES/PACKAGES TO:

**PROCUREMENT SERVICES DIVISION
3RD FLOOR, CITY HALL, CITY OF TALLAHASSEE
300 SOUTH ADAMS STREET, MAIL BOX A-28
TALLAHASSEE, FL 32301-1731**

- 3.4.2 The front lower left corner of each envelope/container shall contain the following information for proper identification:

ANNOTATE EACH SEALED PACKAGE/PACKAGE WITH THE FOLLOWING INFORMATION:

QUALIFICATIONS/TECHNICAL PROPOSAL
RFP No. 0088-15-KM-RC
PARTNERSHIP FOR FIRE APPARATUS
DUE NLT: [see Section 4.0]

COST/FEE PROPOSAL
RFP No. 0088-15-KM-RC
PARTNERSHIP FOR FIRE APPARATUS
DUE NLT: [see Section 4.0]

- For time and date set for receipt of proposals see Section 4.0 – Schedule of Events.
- Include name and address of the Proposer/Respondent.
- Number each sealed package sequentially (i.e. "1 of 3", "2 of 3", "3 of 3").

- 3.4.3 **ALL PROPOSALS RECEIVED WILL BE RECORDED AND CLOCKED-IN AT THE PROCUREMENT SERVICES OFFICE.** The responsibility for submitting the proposal to the Procurement Services Division no later than the specified time and date is solely that of the proposer. The City of Tallahassee will in no way be responsible for delays in mail delivery or delays caused by any other occurrence.

LATE PROPOSALS WILL NOT BE ACCEPTED OR CONSIDERED FOR EVALUATION.

- 3.4.4 All proposals must be in writing. The signer of the proposal must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal Proposer.
- 3.4.5 The City shall not be liable for any costs incurred by a Proposer prior to entering into a contract. Therefore, all Proposers are encouraged to provide a simple, straightforward, and concise description of their ability to meet the project requirements.

3.4.6 REQUEST FOR COPY OF SUBMITTED PROPOSALS

Sealed bids, proposals, or replies received by an agency [City of Tallahassee] pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution [State of Florida] until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. If an agency rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies (<http://www.flsenate.gov/Laws/Statutes/2011/119.071>).

SECTION 4.0 SCHEDULE OF EVENTS

The proposed time schedule as related to this procurement is as follows:

EVENT	DATE/TIME
Release of RFP	July 1, 2015
Pre-Submittal Meeting (Mandatory)	July 14, 2015; 10:00 AM
Deadline for Questions/Request for Clarifications	*July 28, 2015; 5:00 PM
Proposal Due Date/Time (Deadline)	*August 28, 2015; 4:30 PM
Oral Presentations/Interviews (if Held)	** On or about September/October, 2015 (time TBD)
Final Scoring/Ranking/Selection	** (TBD)
Anticipated Contract Approval/Award	** (TBD)

* An addendum to this RFP will be issued if any of these dates/times change.

** These dates are after the proposals are due and subject to change. However, an addendum to this RFP will not be issued if any of these dates change. Specific dates/times will be determined at each phase.

As part of the evaluation process, shortlisted respondents may be required to make oral presentations to the evaluation/selection committee (to be determined during the evaluations). These meetings are exempt as a public meeting.

SECTION 5.0 EVALUATION OF PROPOSALS:

Evaluation of proposals will be performed consistent with the City's Procedures Manual using the following criteria and weighted values:

Criteria	Maximum Rating Points
Executive Summary	5
Apparatus-Options-Accessories-All items not considered In other areas	50
Delivery Schedule	5
Warranty	10
Local Preference	5
Cost Fee Proposal	65
Maximum Points Allowed	140

As part of the evaluation process, short listed respondents may be required to make oral presentations.

SECTION 6.0 CONTRACT AWARD

- 6.1 The City reserves the right to incorporate the successful firm's proposal into a contract. Failure of a firm to accept this obligation may result in the cancellation of any award.
- 6.2 The selected firm will be required to assume responsibility for all services offered in the proposal. The City will consider the selected firm to be the sole point of contact with regard to contractual matters, including payment of any or all charges. City of Tallahassee Fleet Management will be the sole point of contact for the City of Tallahassee for all issues relative to contractual matters or apparatus issues.
- 6.3 A copy of the recommended ranking and award will be available for review in the Purchasing Division upon completion of the evaluation by the committee. Vendors may obtain a copy of the final ranking from the City's web site at <http://talgov.com/citytlh/service.html>. Select Business Services, Bid Information.

SECTION 7.0 RIGHT OF REJECTION

The City of Tallahassee reserves the right to waive any informality in any proposal, to reject any or all proposals in whole or in part, with or without cause, and/or to accept the proposal that in its judgment will be in the best interest of the City of Tallahassee and its citizens.

SECTION 8.0 REQUESTS FOR CLARIFICATIONS. INTERPRETATIONS AND ASSISTANCE

All questions concerning this Request for Proposals must be directed through:

KEITH MILTON, Purchasing Specialist
E-MAIL: keith.milton@talgov.com (preferred communication)
TELEPHONE: (850) 891-8289, (850) 891-8280 (Central Desk); FACSIMILE: (850) 891-8788
PROCUREMENT SERVICES DIVISION, CITY HALL
300 SOUTH ADAMS STREET, MAIL BOX A-28, TALLAHASSEE, FL 32301-1731

All telephone conversations are to be considered unofficial responses and will not be binding. Questions, verifying the Request for Proposals' content, if appropriate, will be responded to in writing. The written response will be the City's official response and will be mailed to all Respondents that requested the Request For Proposals.

SECTION 9.0 GENERAL TERMS AND CONDITIONS:

9.1 Equal Opportunity Agreement

9.1.1 In connection with work performed under a City of Tallahassee contract, the respondent agrees, upon receipt of a written award or acceptance of a contract, to support and abide by the City's Equal Opportunity Pledge.

9.1.2 By submitting a proposal in response to this solicitation, the respondent agrees to

- Not discriminate against any employee or job applicant because of their race, creed, color, sex, marital status or national origin;
- Post a copy of this pledge in a conspicuous place, available to all employees and job applicants.
- Place or cause to be placed a statement in all solicitations or advertisement for job applicants, including subcontracts, that the respondent is an "Equal Opportunity Employer".

9.2 Public Entity Crimes

As required by Florida State Statute 287.133, (2 (a)), A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or a public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the City within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person.

9.3 Indemnification

The consultant shall indemnify and save harmless the City, its officials and employees, from all losses, damages, costs, expenses, liability, claims, actions, and judgments of any kind whatsoever brought or asserted against, or incurred by, the City, including without limitation attorney's fees and costs of litigation, to the extent that the same arise out of or are caused by any act or omission of the consultant, its sub consultants or subcontractors, or by the employees, officers, directors, or agents of the consultant, or its subcontractors.

9.4 Issuance of Addenda

9.4.1 If this solicitation is amended, the City will issue an appropriate addendum to the solicitation. If an addendum is issued, all terms and conditions that are not specifically modified shall remain unchanged.

9.4.2 Proponents shall acknowledge receipt of each addendum to this solicitation using one of the following methods:

- By signing and returning the addendum;
- By signed letter;

- By signed facsimile (subject to the conditions specified in the provision entitled "FACSIMILE DOCUMENTS")

9.4.3 The City must receive the acknowledgment by the time and date, and at the location specified for receipt of proposals.

9.5 **Payment:**

9.5.1. **Prompt Pay Policy**

It is the policy of the City of Tallahassee to fully implement the provisions of the State of Florida Prompt Payment Act. For more information, please refer to Florida State Statute 218.7.

9.5.2. **Withholding Payment**

In the event a contract is canceled under any provision herein, the City of Tallahassee may withhold from the Contractor any monies owed on that or any contract, an amount sufficient to compensate for damages suffered because of the violation resulting in cancellation.

9.6 **INSURANCE REQUIREMENTS:**

Prior to commencing work, the Consultant shall procure and maintain at Consultant's own cost and expense for the duration of the agreement the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Consultant, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be included in Consultant's proposal.

9.6.1 **Consultant shall maintain limits no less than:**

Commercial General/Umbrella Liability Insurance - \$1,000,000 limit per occurrence for property damage and bodily injury. The service provider should indicate in its proposal whether the coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for the following:

- Premise/Operations
- Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
- Products/Completed Operations
- Contractual
- Independent Contractors
- Broad Form Property Damage
- Personal Injury

Business Automobile/Umbrella Liability Insurance - \$1,000,000 limit per accident for property damage and personal injury.

- Owned/Leased Autos
- Non-owned Autos
- Hired Autos

Workers' Compensation and Employers'/Umbrella Liability Insurance -- Workers' Compensation coverage with benefits and monetary limits as set forth in Chapter 440, Florida Statutes. This policy shall include Employers'/Umbrella Liability coverage for \$1,000,000 per accident. Workers' Compensation coverage is required as a condition of performing work or services for the City whether or not the Contractor or Vendor is otherwise required by law to provide such coverage.

9.6.2 **Other Insurance Provisions**

9.6.2.1 **Commercial General Liability and Automobile Liability Coverage's**

- The City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers are to be covered as additional insured's as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor or premises on which Contractor is performing services on behalf of the City. The coverage shall contain no special limitations on the scope of protection afforded to the City of Tallahassee, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers.
- The Contractor's insurance coverage shall be primary insurance as respects the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers.
- Coverage shall state that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9.6.2.2 **Workers' Compensation and Employers' Liability and Property Coverage's**

The insurer shall agree to waive all rights of subrogation against the City of Tallahassee, member of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of services under this Agreement.

9.6.2.3 **All Coverage's**

- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty - (30) - days prior written notice has been given to the City.
- If Contractor, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from the Contractor resulting from said breach.

- Alternatively, City may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to Contractor, City may deduct from sums due to Contractor any premium costs advanced by City for such insurance.
- City named as "additional insured" as its interest may appear.

9.6.2.4 **Deductibles and Self-Insured Retention's**

Any deductibles or self-insured retention's must be declared to and approved by the City. At the option of the City, the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.

9.6.2.5 **Acceptability of Insurers**

Insurance is to be placed with Florida admitted insurers rated B+X or better by *A.M. Best's* rating service.

9.6.2.6 **Verification of Coverage**

Contractor shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences.

9.6.2.7 **Subcontractors**

Contractor shall include each of its subcontractors as insured's under the policies of insurance required herein.

SECTION 10.0 ACCESS TO MEETINGS

Persons with disabilities requiring reasonable accommodations to attend meetings please contact the Purchasing Specialist specified above in section 8.0, at least forty-eight (48) hours in advance (excluding weekends and holidays). Public notice of all Selection Committee meetings will be posted in the Procurement Services Division, City Hall, 300 S. Adams Street, Tallahassee, Florida as far in advance of the meeting as possible.

SECTION 11.0 CONFIDENTIALITY

11.1 By submitting a proposal in response to this solicitation, a respondent acknowledges that City is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The respondent further acknowledges that any materials or documents provided to City may be "public records" and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by statute. Should a respondent provide City with any materials which it believes, in good faith, contain information which would be exempt from disclosure or copying under Florida law; the respondent shall indicate that belief by typing or printing, in bold letters, the phrase "Proprietary Information" on the face of each affected page of such material. The respondent shall submit to City both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a respondent fails to submit both copies of such material, the copy submitted will be deemed a public record

subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.

- 11.2 Should any person request to examine or copy any material so designated, and provided the affected respondent has otherwise fully complied with this provision, City, in reliance on the representations of the respondent, will produce for that person only the redacted version of the affected material. If the person requests to examine or copy the complete version of the affected material, City shall notify the respondent of that request, and the respondent shall reply to such notification, in a writing that must be received by City no later than 4:00 p.m., ET, of the second City business day following respondent's receipt of such notification, either permitting or refusing to permit such disclosure or copying. Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the respondent refuses to permit disclosure or copying, the respondent agrees to, and shall, hold harmless and indemnify City for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by City, or assessed or awarded against City, in regard to City's refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the respondent is not initially named as a party, the respondent shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material.

This provision shall take precedence over any provisions or conditions of any proposal submitted by a respondent in response to the RFP and shall constitute City's sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the City.

SECTION 12.0 GRIEVANCE PROCEDURE

- 12.1 Right to Protest. Any prospective Bidder or Proposer may protest the provisions of a Invitation for Bids (IFB) or Request for Proposals (RFP).

i Protest of Specifications or Proceedings Prior to Bid Opening

Any actual or prospective bidder, or contractor, who is aggrieved in connection with the solicitation of a contract or bid, may protest on the grounds or irregularities in specifications or bid procedure

ii Protest of Recommended Award

Any actual bidder or Proposer, who is aggrieved in connection with the evaluation of bids, the evaluation of proposals, or the staff recommendation regarding award of a contract, provided that such bidder or Proposer would have been awarded the contract but for the aggrieved action, may protest such evaluation or award recommendation.

- 12.2 Filing a Protest. A written protest shall be considered filed, for purposes of this procedure when all related items are actually delivered to and received by the Procurement Services Division. All protest shall be directed to the attention of the Manager, Procurement Services.

i For a protest related to the specifications or proceeding of an IFB or RFP, a formal written protest must be filed no later than 72 hours (excluding weekends and holidays) prior to the scheduled bid opening date. Failure to timely file the written protest including the required protest bond/cashier's check, shall constitute a waiver of such protest.

ii For a protest related to the evaluation of bids, evaluation of proposals, or staff recommendation regarding award of a contract, a written notice of intent to protest

must be filed with Procurement Services within 72 hours (excludes weekends and holidays) after posting of the intended recommendation regarding award, and a written protest, must be filed with the Procurement Services Division no later than 5:00 p.m., ET, on the seventh (7th) calendar day following the date on which the written notice of intent to protest was filed. A weekend commences at 12:00 a.m., ET, on Saturday and ends at the same time on the following Monday. A holiday begins at 12:00 a.m., ET, on the observed holiday and ends at the same time on the following day. Such written protest shall state, with particularity the facts and grounds upon which the protest is based, and shall include references to applicable laws, statutes, ordinances, policies, or other authority on which the protest is based. Failure to timely file either the notice of intent or the written protest including the protest bond/cashier's check, shall constitute a waiver of such protest.

- 12.3 Protest Bond. Any person who files a formal written protest shall post with the Procurement Services Division, at the time of filing the formal written protest, a cashier's check or bond payable to the City of Tallahassee in an amount equal to 1 percent of the City's estimate of the total volume of the contract or \$5,000, whichever is less.
- 12.4 Final Decision. The City Attorney or designee shall consider each protest and shall render a final determination. If the decision of the City Attorney or designee upholds the action taken by the City, then the City shall retain the amount in payment of a portion of the cost and expense, including but not limited to, time spent by City staff in responding to the protest and in conducting the evaluation of the protest. If the decision of the City Attorney or designee does not uphold the action taken by the City, then the City shall return that amount, without deduction, to the person or entity filing the protest.
- 12.5 Stay of Procurement During Bid Protest. In the event protest is filed in accordance with the bid protest procedures herein, Procurement Services shall not proceed further with the solicitation or award of the contract until the City Attorney or designee has rendered a written decision regarding the protest or until the City Manager or designee makes a written determination that continuation of the process and award of a contract without delay is necessary to protect the substantial interest of the City.

SECTION 13.0 PROHIBITED COMMUNICATIONS

As provided for in the City of Tallahassee Code of Ordinances, Number 11-O-03AA, subsection 2-357, any form of communication, other than written correspondence, shall be prohibited between any person or representative of any firm seeking an award of this solicitation and any City Commissioner or Commissioners staff, or any city employee authorized to act on behalf of the City Commission. Prohibited communications shall be in effect from the date/time submittals are due for this solicitation until the City Commission or authorized designee awards or approves a contract, rejects all responses, or otherwise takes action which ends the solicitation process.

SECTION 14.0 PRE-PROPOSAL CONFERENCE (MANDATORY)

- 14.1 A (MANDATORY) Pre-Proposal Conference will be held:
JULY 14, 2015
10:00 AM, LOCAL TIME
FLEET CONFERENCE ROOM
400 DUPREE STREET, TALLAHASSEE, FLORIDA

(ATTENDEES MUST SIGN-IN AS VERIFICATION OF ATTENDANCE)

- 14.2 The purpose of the pre-proposal conference is to provide respondents with detailed information concerning this solicitation and to address questions and concerns. Representatives from the Procurement Services Division and the Fleet Management Department will be present to address questions concerning minority business participation, proposal submittal requirements, and technical scope of work, respectively.
- 14.3 Respondents are cautioned that in no event shall failure to familiarize themselves with the requirements of this solicitation or to resolve ambiguous or inconsistent terms or conditions of this solicitation or proposed contract constitute grounds for a claim of any kind after contract award.

Section 15.0 ECONOMIC PRICE ADJUSTMENT

- A. The Unit Price Rates reflected in the contract executed with the successful vendor shall be adjusted upward or downward annually based on percentage increases or decreases in the following index:
- B. Producer PRICE INDEX (PPI)
- C. The annual adjustment to unit prices shall become effective each year on the anniversary of the first day of the month following that in which the contract is dated. The annual increase or decrease in the stated index shall be measured for the twelve month period ending on the anniversary of the last day of the third month preceding that in which the contract is dated.

Section 16.0 PURCHASES BY OTHER PUBLIC AGENCIES

ALL TERM CONTRACTS: With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same terms and conditions stated herein. This agreement in no way restricts or interferes with the right of any Florida State or political subdivision or other public entity to bid any or all of these items independently.

FOR FLEET MANAGEMENT PURCHASES ONLY: Should any such governmental entity purchase said services on such basis, the Contractor shall report such purchase to the City and, within thirty (30) days following final payment for each such service, shall provide a payment to the City, in the amount of $\frac{3}{4}$ of 1% (three quarters of one percent) of the purchase price of such services. This provision shall apply to all purchases initiated during the term of this Agreement, even if such purchase continues and payment is received after expiration of such term.

**ATTACHMENT A
REPRESENTATIONS/CERTIFICATIONS**

TAXPAYER IDENTIFICATION

Bidder must complete Federal Form W-9 and submit it with their bid. The form may be downloaded from the Internal Revenue web site at www.irs.gov.

OFFICIAL COMPANY INFORMATION AS REGISTERED (Type/Print)

COMPANY NAME: _____

MAIL ADDRESS: _____

(City) (State) (Zip Code+4)

TELEPHONE NO: VOICE: (____) _____, EXTENSION: _____

(Toll-Free Preferred)

OTHER: (____) _____; FAX: (____) _____

EMAIL ADDRESS: _____

WEBSITE URL: _____

COMPANY CONTACT FOR CONTRACT MANAGEMENT (Type/Print)

PERSON NAME: _____

TELEPHONE NO: VOICE: (____) _____, EXTENSION: _____

(Toll-Free Preferred)

OTHER: (____) _____; FAX: (____) _____

EMAIL ADDRESS: _____

PAYMENT REMITTANCE ADDRESS (Type/Print) (if same as 2.8, enter "SAME 2.8")

NAME: _____

MAIL ADDRESS: _____

(City) (State) (Zip Code+4)

TELEPHONE NO: VOICE: (____) _____, EXTENSION: _____

(Toll-Free Preferred)

OTHER: (____) _____; FAX: (____) _____

EMAIL ADDRESS: _____

CONTACT FOR INVOICE INQUIRIES

NAME: _____

TELEPHONE NO: VOICE: (____) _____, EXTENSION: _____

(Toll-Free Preferred)

OTHER: (____) _____; FAX: (____) _____

EMAIL ADDRESS: _____

WHERE TO SEND PURCHASE ORDER (IF APPLICABLE)

COMPANY NAME: _____

MAIL ADDRESS: _____

(City) (State) (Zip Code+4)

ATTACHMENT B



Local Vendor Affidavit

To qualify for Location points, a vendor must maintain a permanent place of business with full-time employees within Leon, Wakulla, Gadsden or Jefferson County, Florida, for a minimum of six (6) months prior to the date quotes are received. Local vendor must submit this Local Vendor Affidavit with their proposal for the preference.

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which meets ALL below requirements:

- a) Has had a fixed office or distribution point located in and having a street address within the four county area of Leon, Wakulla, Gadsden and Jefferson for at least six (6) months immediately prior to the submission of bids/quotes, to the City of Tallahassee, and
- b) Holds any business license required by the four county area of Leon, Wakulla, Gadsden, and Jefferson (please attach copies); and
- c) Employs at least one (1) full time employee, or two (2) part time employees whose primary residence is in the four county area of Leon, Wakulla, Gadsden, and Jefferson, or, if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence is in the four county area of Leon, Wakulla, Gadsden, and Jefferson.

Please complete the following in support of the self-certification and submit copies of your County and/or City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business/Company Name:	
Current Local Address:	Phone: () Fax: ()
If the above address has been for less than six months, please provide the prior local address: Length of time at this address:	
Home Office Address:	Phone: () Fax: ()

NOTE: The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a bidder meets the definition of a "local business."

Signature of Authorized Representative

Print Name of Authorized Representative

Date Signed

ATTACHMENT C

FORMULA TO BE USED TO ASSIGN COST POINTS

Overall Maximum Points for Cost: 65 points

Engines: 39% = 25 Max Points

Aerials: 15% = 10 Max Points

Tankers: 15% = 10 Max Points

Brush: 9% = 6 Max Points

Quick Response = 11 % 7 Max Points

ARFF = 8% = 5 Max Points

All Others 3% = 2 Max Points

Cost evaluation points are determined based on the following:

Lowest bid in each category = Max Points in each category

Second lowest bid in each category = percentage of points relative to the difference in cost from the lowest bid in each category.

Add all points from each category to arrive at the total number of points.

Each bid after the second lowest to be determined using the same process.

Example: Engines

\$1,000 (Lowest Bid) = 25 points

\$1500 (second lowest bid) = 500 divided by 1000 = 50% or 12.5 points