



March 29, 2011

**INVITATION TO BID  
ITB-11-42**

**Sealed Bids marked "SEALED BID – AERIAL PLATFORM"** will be received by the City of Winter Haven until **2:00 P.M., April 13, 2011**, at the office of the Procurement Services Division, 401 6<sup>th</sup> St. SW, Winter Haven, Florida 33880, for the following:

**"AERIAL PLATFORM"**

At that time, bids will then and there be publicly opened and read aloud in the Procurement Services Office.

The product specified shall be furnished in accordance with the Invitation To Bid, Specifications, Terms and Conditions attached hereto and made a part hereof as if fully set forth herein, and any other documents prepared for this bid.

**Questions concerning this bid must be submitted in writing on or before 3:00 p.m., April 6, 2011, to Al Holmes at [aholmes@mywinterhaven.com](mailto:aholmes@mywinterhaven.com) Questions received after this time may not be answered.**

Bidders shall submit bids on the Proposal and Bid form furnished by the City. Please note the NON-COLLUSION AFFIDAVIT OF PRIME BIDDER form which must also be completed. **W-9** must be attached to the bid when returned by the responding vendor. Payment will be rendered to the name and ID appearing on the W-9.

The City of Winter Haven reserves the right to reject any and all bids, to waive informalities, to re-advertise, and to enter into a contract determined to be in its best interest, in accordance with the Terms and Conditions referenced herein above.

Sincerely,

CITY OF WINTER HAVEN

  
Bob Bishop  
Procurement Services Division Director

Enclosures

## AERIAL PLATFORM

The intent of this specification is to describe an INSULATED aerial lift device with utility body, installed on the specified cab and chassis, and tested by the selected vendor. Representative models: Stamm ATR 45 Signalier, Versalift VST-40 or equal.

It is required that the unit, as specified herein, shall be completely assembled and adjusted and that all equipment, including standard and optional equipment, be installed on a chassis furnished by others and the unit made ready for continuous operation.

The omission of any standard feature from the specifications shall not alleviate the bidder from the responsibility of providing a complete unit with all equipment considered standard by the manufacturer and included on the latest model in current production as offered to the commercial trade. The equipment shall conform in strength, quality of materials and workmanship to that provided by the best manufacturing and engineering practices of the industry. Should the production model require modifications to comply with the specification contained herein, such modifications shall be performed in compliance with acceptable industry standards.

The unit required and covered by this specification shall be the manufacturer's latest basic production model equipped with standard equipment in accordance with the manufacturer's latest literature, a copy of which must accompany the bid proposal, along with any specifications necessary to verify that the unit meets or exceeds the following specification.

The bidder shall represent by bid that all equipment is new and unused. All equipment must comply with ANSI 2245.1 safety standard in its latest revision.

No prototypes will be accepted; the product bid shall have at least 25 units in continuous service for no less than 5 years.

**It will be the responsibility of the cab & chassis vendor and the equipment vendor selected to make all arrangements for delivering the cab & chassis to the equipment vendor's place of business for mounting, and for delivering the cab & chassis and mounted equipment to the cab & chassis vendor's place of business for pre-delivery inspection.**

**The City of Winter Haven will assume no responsibility, financial or otherwise for any transportation or idle time of cab & chassis and body.**

### **SPECIFICATIONS**

Platform assembly shall be the latest design and model year and at a minimum include the following characteristics:

*(Indicate and explain any exceptions)*

#### **A. Electrical**

1. Dash-Mounted Warning Light System: There must be a warning light system inside the cab indicating which portion of the lift is in operation to include a minimum of a red light showing PTO in operation, a red light showing the platform is off its resting place, a white light showing the outriggers are down, an orange light showing the strobe lights are on, and an audible warning that sounds when the PTO is on, the vehicle is placed in DRIVE, the outriggers are left in the down position, or when the boom is off its cradle.
2. Warning Lights: A light bar with amber LED high-intensity lights will be mounted on the top of the cab.

3. Arrow board: A two-part LED arrow board assembly, Gall A-DR001 or equivalent, will be mounted on the rear of the utility body to be controlled by a single controller mounted in the cab. Each portion of the arrow board shall be installed to insure a clear view of the entire arrow assembly by a driver within a minimum of 50 feet of the rear of the vehicle.
4. Strobe Lights: Warp-flash-type hide-away strobe lights using high intensity LED's shall be installed on each corner of the vehicle and toward the middle of the vehicle on each side. Two strobe lights will be mounted on the vehicle front with one strobe installed on each corner in the turn signal area. Front strobe lights shall be clear. Four strobe lights will be mounted on the rear of the vehicle, two on the left and two on the right. Each side will have one clear and one amber strobe light.
5. There shall be a halogen spotlight with a rubberized handle with 120 degrees vertical and 360 degrees horizontal movement mounted on the driver's side A-pillar.
6. Each set of warning lights will be controlled by a single switch box with six lighting functions, Federal Signal SW 300 or equivalent. Each switch must be of sufficient amperage to handle the entire compliment of lights it controls. Switch #1 will be the cab mounted light bar. Switch #2 will be the rear upper strobe lights. Switch #3 will be for the hide-away strobe light system. The remaining switches will be spares.
7. All add-on electrical items, i.e., overhead light bar, strobe light system, lift electrical connections, etc., shall be connected to a separate fuse box mounted in the passenger side front utility body compartment and shall have two spare fuse positions after all add-ons are complete.
8. FDOT reflective tape will be installed on the sides of the vehicle as required.

**B. Aerial**

1. Platform: Minimum 40 X 64 inch inside diameter with a 24 inch door. Constructed of 1 ½ inch aluminum schedule 40 pipe bent at a 6 inch radius for cornering strength. Floor to be aluminum 3/16 diamond plate with 4 inch kick plate. Platform shall be jib capable and rated at 600 lb. capacity without jib installed.
2. Personnel Restraint System: safety body harness and fall restraint lanyard must be provided with a minimum of two anchor points on the upper platform support. Include 2 each.
3. Individual Lower Controls: Individual full-pressure controls must be provided at the turret capable of actuating all boom functions. An emergency stop and tool selector control are to be located at the upper controls. The lower control station must be equipped with a selector valve to override the upper controls.
4. Single-stick Upper Control: The full-pressure single-stick upper control must include a safety trigger to prevent inadvertent operation. Lift movements must correspond with control handle movements.
5. Hydraulic Rotator: The unit must be equipped with a hydraulic platform rotator, operated by a control lever to rotate the platform 180 degrees from one side of the outer/inner boom assembly, across the end-hung position, to the other side of the outer/inner boom assembly.
6. Hydraulic Platform Leveling: A master and slave cylinder must control platform leveling. The leveling system must be capable of being operated from the upper controls to adjust leveling and platform tilt.
7. Outer/Inner Boom Assembly: The outer/inner boom assembly will include an outer boom, telescopic inner boom, extension system, and hose assemblies. The outer boom will consist of

a minimum 8 inch by 10 inch rectangular steel section. The inner boom will be a minimum 6 ½ inch by 8 ½ inch rectangular aluminum boom housed within the outer boom. The inner boom must be capable of easy removal and disassembly for service and inspection. The extension system will consist of a hydraulic cylinder, two integral holding valves, and dual #50 roller chains housed entirely within the boom assembly. All hoses must be routed through the outer/inner boom assembly and be fully contained within the boom assembly. The outer/inner boom assembly will be capable of articulating a minimum of 25 degrees below horizontal to 85 degrees above horizontal. The boom system will be actuated by a double acting cylinder with two integrated holding valves. The outer/inner boom assembly must be offset to one side to provide easy access to the platform. A boom support cradle and boom tie-down strap must be included.

8. Lower Boom: The lower boom must be a rectangular, minimum 8 inch by 10 inch, high strength steel assembly designed for maximum strength and rigidity. It must have a double acting cylinder with an integral holding valve to allow lowering the boom to articulate from horizontal to a minimum 80 degrees above horizontal. The lower boom will enclose parallelogram linkage to maintain the knuckle at a constant angle to the turret.
9. Cylinders: Both the upper and lower cylinders will be a threaded head-cap design. The upper cylinder must be equipped with two integral holding valves to prevent down creep and to lock the booms in position in the event of hose failure. The lower cylinder will be equipped with one integral holding valve.
10. Turret: The turret wings must be designed for strength and rigidity. The bearing cover must be continuously welded to seal out moisture and prevent foreign material from obstructing turret rotation. The turret plate will be machined to provide a flat surface to support the rotation bearing.
11. Continuous Rotation: Unrestricted rotation must be accomplished by a hydraulically driven worm and spur gear with a shear ball rotation bearing. The critical bolts holding the lift to the rotation bearing and the rotation bearing to the pedestal will be hex-head cap screws. All critical bolts must be torque seal marked to provide a ready means of detecting any turning of bolts upon inspection. The eccentric ring backlash adjustment (gearbox pinion adjustment) will be described in the "Adjustment" section of the Service Manual.
12. Lubrication: Non-lube bearings must be used at most points of motion. The rotation bearing and extension chains may require periodic lubrication.
13. Pedestal: The pedestal will be tubular with a reinforced mounting plate. The top plate of the pedestal will be minimum 1 ¼ inch thick and machined flat to support the rotation bearing.
14. Hydraulic Oil Reservoir: The hydraulic oil reservoir will be built integral to the pedestal, be a minimum of 17 gallons, have two sight gauges for easy fluid level inspection, and have anti-splash baffles incorporated within the tank.
15. Hydraulic System: The open-center hydraulics will operate at a minimum of 2,700 psi at 6 GPM. There must be a minimum 10 micron return line filter mounted above the hydraulic oil level and be inside the pedestal to provide ease of changing the filter without draining the hydraulic oil reservoir. The hydraulic reservoir will include a 100 mesh suction strainer capable of removal for cleaning. There must also be a gate valve below the reservoir to prevent oil loss when the pump is serviced. The reservoir drain plug must be magnetic to attract metal particles from the oil.
16. Paint: The complete unit will be primed and painted white to match the truck cab prior to assembly.
17. Hoses and Fittings: The hoses routed through the booms will be high pressure and

nonconductive with swaged hose end fittings. There will be retainers to separate the hoses inside the booms to prevent chafing with nylon sleeves installed over the hoses at points of movement. Reusable fittings may be installed if a hose is damaged.

18. Master Control: The master control will energize the upper and lower control circuits, including the optional two-speed throttle control.
19. Hydraulic Tool Circuit at the Platform: There will be a hydraulic tool circuit at the platform capable of using open center hydraulic tools. The tool circuit must provide a minimum 6 GPM at 2,500 psi.
20. Independent Outriggers: A-frame outriggers shall be shear-plate mounted to the frame and be equipped with pilot-operated check valves, internal thermal relief valves, and separate controls. When not extended, they shall have a minimum of 17 inches ground clearance.
21. Pivoting Outrigger Feet: Outriggers will have pivoting feet that swivel at a 12 degree angle about a horizontal centerline.
22. Outrigger Controls: The outrigger controls are to be mounted underneath the passenger's side of the back platform.
23. Emergency Power: The emergency hydraulic pump will be driven by a DC motor powered by the truck battery. The system will be connected in parallel with the main pump and be designed for non-continuous operation. There will be an air cylinder at the upper controls and a toggle switch at the pedestal to be used to energize the system.
24. Set of Tool Power Ports: A set of power ports will be installed at the platform to accommodate an open center tool.
25. Leveling Control at the Turret: There must be a valve section added to the lower control station for platform leveling. In addition to the control at the platform, the leveling control at the turret must be capable of being activated to tilt the platform for clean out or to ease in the removal of an injured operator.
26. Manuals: Two operator's manuals and two service manuals or CD's shall be provided with each aerial lift unit.

**C. Dimensional Specifications of Aerial Unit (based on 36 inch frame height)**

1. Horizontal Reach: 30 feet
2. Standard Platform Capacity: 600 pounds without jib
3. Standard Pedestal Height to Bottom of Platform: 39 feet
4. Working Height: 44 feet
5. Stowed Travel Height: 11 feet — maximum
6. Operating Pressure: 2,700 psi
7. Flow Rate: 6 GPM
8. Filtration: 10 micron return/100 mesh suction
9. System Type: Open Center

10. Power Source: PTO Pump (Switch for electric or engine driven)

**D. Utility Body Requirements (Dimensions Nominal)**

1. The body will be a fully constructed steel 11 foot service body with a 4 foot floor extension made to fit the 84 inch cab-to-axle, dual rear wheel chassis. There will be aluminum diamond tread plate on top of the compartments with a 1 inch overlap on the load side and down to form a drip edge outside. Compartments will be provided as specified below. There will be an access step at the rear.
2. There will be two tow hooks mounted in the rear of the vehicle.
3. The floor area will be constructed of diamond plate with a non-slip surface, i.e., Linex™ or equivalent, with ¼ inch drain holes in the front corners. Length and width to be adjusted per utility body. There will be four recessed floor tie-downs installed one in each corner.
4. Each side will have vertical compartments in the front and rear of the utility body and horizontal compartments in the middle. The driver's side rear compartment will contain no shelving but will have four minimum diameter ¼ inch heavy duty hooks installed. All other vertical compartments will have manufacturer's standard shelving. All horizontal compartments will have one horizontal shelf with the lower portion of the compartment having removable dividers or partitions.
5. The driver's side front vertical compartment will have a 1,800 watt continuous inverter installed in the bottom. There will be a deep cycle gel filled battery installed on the lower shelf. The inverter will have double waterproof type outlets. One 115 VAC outlet will be mounted in the driver's side front compartment and one will be mounted in the passenger's side front compartment.
6. Rigid anchors will be provided to hold compartment doors open. Compartment doors shall be equipped with rotary latch bin handles with universal locking with a single key or rear access locking system.
7. Accommodations will be made for recessed rear lighting on the utility body.
8. Two LED taillights and one back-up light must be installed on each side of the rear of the utility body and be connected to a heavy duty flashing system.
9. A Class V trailer hitch must be installed and a round 7-prong lighting and brake connector and removable combination 2 inch ball/pintle hook receiver provided. Safety chain hooks/receivers must be made as part of the hitch assembly.

**E. Training**

1. The selected vendor shall furnish a minimum of four hours of operator training for the unit.

**F. Change of Body and Weight**

1. When the installation and testing is completed, the selected vendor must supply a change of body form.

2. When the installation and testing is completed, the selected vendor must have the vehicle weighed and supply an appropriate weight slip to facilitate registering the vehicle.

**G. Additional Items/Requirements**

1. **Cone rack:** A dual side removable cone rack to be fabricated of square tubing to allow installation in the vehicle's hitch receiver and of sufficient strength to hold multiple traffic cones and withstand the movement while driving over various terrains. The cone rack shall also be constructed in such a configuration that, when installed in the hitch receiver, it does not in any way block the arrow board lighting or rear lights on the utility body.
2. **Storage Rack:** A storage rack shall be fabricated between the frame rails of the truck beneath the utility body in the rear above the trailer hitch receiver. The storage rack shall be capable of holding shovels, rakes, conduit, etc. The front and back panels of the storage rack shall be constructed of expanded metal. The rear frame rail section of the truck is 34 inches from outside to outside of the rails and 48 inches from the shock absorber mounts to the rear ends of the frame rails.
3. **Ladder Rack:** A ladder rack will be fabricated within the utility body on the passenger's side. It shall have two supports, approximately 49 inches apart. The brackets shall be fabricated to hold an 8 foot aluminum step ladder. The front support shall be constructed with a hasp or rod for locking the ladder in place.

**4. Special Conditions:**

- a. When delivered, unit is to be complete and in optimum operating condition.
- b. All hoses, fittings, adapters, and any peripheral equipment necessary to make the unit completely functional shall be included.
- c. In addition to equipment specified, vehicle shall be equipped with all standard equipment as specified by manufacturer for model represented to meet specifications.
- d. The successful bidder shall be responsible for the delivery of the unit in clean, properly serviced, and optimum operating condition.

**5. Brochures/Manuals:**

- a. Manufacturer's complete and full specifications will accompany units delivered.
- b. Two (2) copies of manufacturer's repair and parts manuals, in printed or CD-ROM format, will be delivered with the unit. All manuals shall be in the form of neatly bound books with durable covers or by electronically formatted CD-ROM.
- c. The vendor is required to supply the City with 2 copies of the operations manual.
- d. All factory service bulletins shall be forwarded to Fleet Maintenance on a timely basis as long as the item of equipment is in the City of Winter Haven's possession.

**4. Service and Repair Parts:**

- a. There must be a factory authorized full-stock and service dealership/authorized service agent within one hundred fifty (150) miles from the Fleet Maintenance facility located at

2501 1<sup>st</sup> Street North, Winter Haven, Florida. If this dealership/authorized service agent is corporately independent from the Seller, a letter on the Dealership/Authorized service agent's letter head will be submitted verifying the acceptance of warranty responsibility and later repair work, if required. The dealership must be capable of and willing to provide replacement parts, if and when required. The dealership/authorized service agent must certify that prices charged for parts and/or services will not exceed those charged other like customers doing a similar volume of business. A mobile service unit dispatched from outside the limit stated above is not considered an acceptable substitution for a local service dealership.

- b. Service agent shall provide an initial same-day response to a problem reported during normal business hours, Mon-Fri, 7:00AM - 3:30PM. "Initial response" shall be defined as the time elapsed between reporting a problem and response from the service agent to ascertain the nature of the problem and convey the method and time frame that will be used to resolve concern.
- c. The service agent shall begin active problem resolution within 48 hours from the initial response. "Active problem resolution" shall be defined but not limited to testing and diagnostics necessary to resolve the problem, technicians coming with tools, parts and other items necessary to repair the equipment or transporting the unit to the service agent's authorized place of business.
- d. Award of Contract in no way will obligate the City to purchase parts or services from the referenced dealership.

**6. Warranty:**

- a. Bidder shall guarantee the equipment for two (2) full years from the time of delivery, unlimited hours, for defects in the design, material and workmanship of items not covered by manufacturers of the major components and subassemblies.
- b. Bidder shall provide, at no charge, transportation to and from the bidders warranty service facility for all warranty repairs made during the life of the warranty.

# CAB AND CHASSIS TO MOUNT AERIAL DEVICE

(Specifications Attached)

It is the intent of these specifications to describe the minimum requirements for a cab and chassis to mount a Versalift ATR-45 Aerial Platform.

It is required that the unit, as specified herein, shall be completely assembled and adjusted and that all equipment, both standard and optional, be installed and the unit made ready for continuous operation.

The bidder shall represent by his bid that all equipment is new and unused, and of the latest design and model year. All equipment must comply with ANSI 2245.1 safety standard in its latest revision.

Cab and chassis shall be a 25,500 GVWR Ford F-650 or equal, conventional cab design with the following characteristics:

## VEHICLE CHARACTERISTICS

Bid specifications of vehicle desired by City:  
*(Indicate and explain any exceptions)*

1. **CAB TO AXLE:** 84" CA.
2. **ENGINE:** Cummins ISB turbo charged diesel, minimum 240 HP @ 2300 RPM. Engine shall be US emission compliant for vehicle year.
3. **TRANSMISSION:** RDS2500 series 5-speed Allison automatic with Transynd synthetic fluid.
4. **FRONT SPRINGS:** 8,000 pound.
5. **FRONT AXLE:** 8,000 pound.
6. **FRONT TIRES AND WHEELS:** 11R22.5H tubeless on steel disc wheel.
7. **STEERING:** Power gear driven.
8. **REAR AXLE:** 17,500 pound; Meritor with ratio for 65 MPH road speed.

9. **REAR SPRINGS:** 18,500 pound.
10. **REAR TIRES AND WHEELS:** 11R22.5H tubeless on steel disc wheels.
11. **FRAME:** Straight "C" 16.98 SM, 120,000 PSI, for 25,500 GVW rating and adequate to support aerial platform.
12. **ELECTRICAL:** Minimum 185 AMP alternator with H.D. maintenance free batteries - 12 volt system.
13. **FUEL TANK:** Minimum 50 gallon.
14. **COOLING SYSTEM:** Maximum capacity H.D. cooling.
15. **BRAKES:** Air operated Meritor S-cam Refuse Special QP brakes front and rear; with automatic slack adjusters and air operated parking brake. Both front and rear to have outboard mounted drums (drums may be removed without removing hubs).
16. **AIR COMPRESSOR:** Minimum 18 CFM engine oil and engine cooling.
17. **AIR TANKS:** Tanks to be mounted to allow for maximum ground clearance and to include an air dryer, automatic moisture ejection system and easily accessible drain on the wet tank.
18. **CAB:** Conventional cab with forward tilt hood, three man.
  - A. Maximum noise level insulation. Interior sound level not to exceed 85 dB.
  - B. Deluxe high back suspension driver seat, standard 2 passenger rider seat; gray vinyl.
  - C. Tinted safety glass all around, with largest available rear window.
  - D. AM-FM radio.
  - E. Air conditioning.
  - F. Instrument cluster engine gauge package with hour meter.

- G. Power group to include, Power windows and door locks, adjustable West Coast mirrors, and wide-angle 8" convex mirrors, one below, both sides. All mirrors and mirror brackets to be stainless steel.
  - H. Engine shut-down system for low water, low oil, high engine, and high transmission temperature.
  
  - I. Electric horn and air horn, under mount.
  
  - J. Back-up alarm and lights.
  
  - K. Fire extinguisher and bracket mounted in a convenient location.
  
  - L. Body builder's junction box for electrical hook up.
19. **ENGINE EXHAUST:** Horizontal with extension to exit in front of right rear wheels.
20. **BUMPER-FRONT:** Steel with front tow pins/hooks.
21. **PAINT COLOR:** Manufacturers standard white. Frame and under carriage to be painted black; steel disk wheels to be white.
22. **ALL OTHER STANDARD EQUIPMENT:** All equipment and accessories normally included as standard on cab & chassis bid.
23. **WARRANTY:**  
Minimum two year cab and chassis  
5 year Cummins engine warranty  
5 year Cummins injector and turbo warranty  
5 year Allison transmission warranty.
24. **SERVICE:** Vendor to have an established service and parts supply facility within a 50-mile radius of the City of Winter Haven.
25. **MANUALS:** One each, parts, service and two operators.
26. **ADDITIONAL:** It is the responsibility of the Vendor to perform all title and tag work.

**It will be the responsibility of the Cab & Chassis vendor to deliver the cab & chassis to the body vendor's place of business for mounting of the body and its components. The body vendor will then deliver the completed cab, chassis and body to the cab &**

**chassis vendor place of business for its normal pre- delivery inspection. A completed, and ready to work aerial platform will then be delivered to the City of Winter Haven Fleet Maintenance yard.**

**1. GENERAL CONDITIONS:**

Bidders are required to submit their proposals subject to and upon the following express conditions:

- A. Bidders shall thoroughly examine the specifications, instructions, all other Contract Documents, visit the site of this project (if applicable) and fully acquaint itself, at its own risk, with all conditions which may affect completion of this project and/or delivery of bid items.
- B. These Terms and Conditions and any contract documents related hereto are subject and subordinate to any existing or future state, federal, or local law, regulation, or written policy, which may be applicable hereto, including any applicable building codes.
- C. It shall be understood and agreed that by the submission of a proposal, the Bidder, if awarded a contract, shall save harmless and fully indemnify the City and any of its officers, or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright of any person or persons, association, or corporation, as the result of the use of such articles by the City, or any of its officers, agents, or employees, and of which articles the Contractor is not the patentee, assignee, licensee, or lawfully entitled to sell same.
- D. It is the intent of the City of Winter Haven that this Invitation to Bid promotes competitive bidding. It shall be the bidder's responsibility to advise the Procurement Services Division at the address noted on the cover letter, if any language, requirements, etc. inadvertently limits the requirements stated in this Invitation to Bid to a single source. Such notification must be received in writing by the Procurement Services Division not later than ten (10) days prior to the bid opening date.
- E. Bidders must possess any applicable business, contractor, or occupational licenses at the time of submission of the Bid. The City may request proof of such licensure. Bidders shall also obtain all permits required for this project.
- F. Bidder/Contractor shall hold harmless, indemnify, and defend the City, its officers, and employees, representatives, or agents, against any claims, action, loss, damage, injury, liability, cost or expense of whatever kind (including, but not by way of limitation, attorney's fees and court costs) arising out of or incidental to Bidder/Contractor's performance of this contract. Other specific references to the Bidder/Contractor's duty to indemnify and hold harmless the City, which may be set forth herein, shall be construed as in addition to, and not as a limitation of the requirements of this section.
- G. The City shall be entitled to rely on the written representations of the Bidder. No claims shall be paid by the City unless in writing and approved by the City. Additionally, sovereign immunity is not waived as to any verbal representations or comments made by the City.

**2. DEFINITIONS**

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

- A. The term "CITY" shall mean the City of Winter Haven, Florida or its authorized representative.
- B. The term "CONTRACT DOCUMENTS" shall mean the Invitation to Bid, Terms and Conditions, Construction Agreement, Contract Bond, Special Provisions, Specifications, Technical Specifications, Proposal and Bid Form, Engineering Plans or Drawings prepared for this project, Addenda issued during the bidding period, and Change Orders issued after the Contract is let.
- C. The term "BIDDER" shall mean the person, firm or corporation who proposes to furnish the labor, materials, plant, equipment, plans and supervision to complete the project.
- D. The term "CONTRACTOR" shall mean the successful bidder who enters into a Contract with the City to complete the project.
- E. The term "SUB-CONTRACTOR" shall mean an individual, firm, company, corporation, association, society or group which enters into a contract with the Contractor to do a portion of the work on this project.
- F. The term "CONTRACT" shall mean the Contract executed by the City and the Contractor, and shall include all

3. **INTERPRETATIONS OR ADDENDA: Products/Services-**

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof--to include any error, omission, discrepancy or vagueness. Every request for such an interpretation shall be made in writing to the City Procurement Services Manager. Any inquiry received a reasonable amount of time prior to the date fixed for opening of Bids will be given consideration. Where necessary, interpretations made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of the City Procurement Services Manager for a reasonable period of time at the discretion of the City before Bids are opened. In addition, all Addenda will be mailed to each person holding Contract Documents. The City shall not be responsible for the safe delivery of the Addenda. It shall be the Bidders' responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract Documents and all Bidders shall be bound by such Addenda, whether received or not.

4. **MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS:**

Unless specifically set forth in the specifications, any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to unfairly limit competition. The bidder may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with their proposal descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy the provision. The bidder shall also explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection within the discretion of the City.

**Alternate bids will not be considered unless alternate bids are specifically required by the technical specifications. (For purposes of these Terms and Conditions, Alternate bids shall mean any bid which deviates from the specific type of product; method of construction; or plans specified in the Invitation to Bid.)**

5. **SAMPLES:**

Samples of products, 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 name brand name and number, bid number and item reference. Unsuccessful Bidders can reclaim samples upon payment of postage, delivery, or pick-up charges, if any. Successful Bidder's samples shall remain with the City until performance under the contract has been completed. If forwarding instructions, or pick-up, is not made by Bidder within ninety (90) days of the bid opening, the commodities shall be disposed of by the City.

6. **BID PROTEST:**

Any bidder(s) wanting to file a bid protest with respect to a recommended award of any formal bid shall do so by filing a written protest detailing their specific complaints. The written protest must be in the possession of the City Procurement Services Office within seven (7) calendar days after the website posting/email notification of the recommendation of award. A copy of the recommendation of award will be posted with the "expired postings" bid documents at: <http://www.egovlink.com/winterhaven/postings.asp?listtype=BID> A notification will be emailed to everyone that is signed up for that particular BID POSTINGS (bid list). **NOTE: THE FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE CITY OF WINTER HAVEN, FLORIDA, SHALL CONSTITUTE A WAIVER OF BIDDERS PROTEST AND ANY RESULTING CLAIMS.**

7. **PROPOSALS**

The Bid must contain a manual signature of an authorized representative of Bidder in the space provided on the proposal form.

Each Bidder shall be responsible for the accuracy of his proposal. Bidders cannot obtain relief by pleading that it made an error in its bid.

Bid and a non-collusion affidavit shall be submitted on forms furnished by the City and completed by the Bidder without additions, modifications, deletions, and erasures. Bids not submitted on attached bid form shall be rejected. Bids must be typed or printed in ink. All corrections made by Bidder to their bid must be initialed. Each Bidder shall deliver its sealed

proposal to the Procurement Services Division office at the location specified on the Invitation To Bid, in an envelope bearing the name of the Bidder, the name of the bid and the time and date of the bid opening. It is the Bidder's responsibility to assure that its bid is delivered at the proper time and place of the bid opening. Bids which are not received, as set forth herein, may not be considered. **The official time shall be the time that is displayed on the Procurement Services Managers' wall telephone.** The City reserves the right to consider bids that have been determined by the City to be received late due to mishandling by the City after receipt of the bid and no award has been made.

Telegraph, telephone, or facsimile (FAX) bids will not be considered. Bids, however, may be modified, in writing, provided such modification is received by the Procurement Services Division prior to the time and date set for the bid opening. Each Bidder shall be solely responsible for the costs associated with preparation and submittal of its bid.

**BIDS RECEIVED AFTER THE TIME AND DATE SET FOR THE BID OPENING WILL NOT BE CONSIDERED.**

**8. PRICES, TERMS, AND PAYMENT:**

Prices shall be firm and good for ninety (90) days after the bid opening and shall include all labor, materials, supplies, equipment, overhead, profit, insurance, applicable taxes, packing, shipping charges, and delivered to any point designated by the City.

**A. Taxes: (For purchase of products only)**

Bids shall not include federal excise or state sales taxes in bid prices of products only as these are not applicable to municipalities.

**B. 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 prices quoted. Any discount offered shall allow no less than fifteen (15) days for payment.

**C. Mistakes; Inaccuracies; Incomplete Information:**

Bidders are expected to examine the specifications, delivery schedule, bid prices, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.

**In the procurement of goods or supplies, without labor, where the bid contains a mistake in extension or total bid amount, the unit price will govern.** The City shall be entitled to presume that a mistake has been made where the unit price and total or extension do not equate.

The City reserves the right to contact bidders, telephonically or in writing, to clarify inconsistent, inaccurate, or confusing information regarding the proposal submitted. As well, the City reserves the right to demand the execution or re-execution of the proposal, affidavits, or certification required to be accompanied with the bid proposal, when it appears to the City that the deficiency was an oversight in good faith. It shall be presumed that proposals submitted without a single signature on an affidavit or on the proposal is non-responsive and shall not be considered for clarification or correction.

**D. Safety Standards:**

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of federal, state, and local law, including, but not limited to the Occupational Safety and Health Act and regulations or standards thereunder.

**E. Invoicing and Payment:**

The Contractor shall be paid upon submission of proper invoices to the City at the prices stipulated in the contract at the time the order is placed, after delivery and acceptance of the goods, less deductions, if any, within thirty (30) calendar days after approval of invoice by ordering department and the Finance Department of the City. If a cash discount is taken by the City on a prompt payment invoice, payment shall be made within the time specified, but not less than fifteen (15) days. Contractor(s) shall include the purchase order number on invoices for purchases against any contract resulting from this bid. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence. No overcharge will be paid. In the event the successful bidder submits an invoice with an

overcharge, a credit memo must be submitted by the bidder to correct such overcharge. Any applicable discounts that apply as a result of this contract will be taken even though the allowable time has lapsed due to the time awaiting credit memorandums.

9. **WITHDRAWAL OF PROPOSALS:**

A bidder may withdraw its proposal prior to the time fixed for the bid opening, if proper written notification is received by the Procurement Services Division prior to the time fixed for the bid opening. A bidder may also withdraw its proposal if the City does not accept it within ninety (90) calendar days after the date fixed for the bid opening after proper written notification is received by the Procurement Services Division. Notwithstanding any withdrawal, all bid documents received by the City shall remain the property of the City of Winter Haven.

10. **NONCOLLUSION AGREEMENT:**

Each Bidder submitting a bid for any project on which bidding is based, shall execute and submit with its bid a noncollusion affidavit which states that it has not entered into a collusive agreement with any other person, firm or corporation in regard to any bid submitted.

11. **REJECTION OF BIDS:**

The City may reject a bid if:

- A. The Bidder mis-states or conceals any material fact in the bid, or if,
- B. The bid does not strictly conform to the law or the requirements (including the terms and conditions set forth herein) of the bid, or if,
- C. The Bidder's bid is submitted in a manner to limit competition.

The City may, however, for any reason, reject any or all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid unless the bid has been qualified as "All or None" as provided in Section 12 below. The City may also waive any minor informalities, irregularities or technicalities in any bid.

12. **STATEMENT OF BIDDER'S QUALIFICATIONS:**

Each bidder shall, upon request of the City, submit a statement of the Bidder's qualifications, its experience record in furnishing a particular commodity or constructing any type of improvements embraced in the Agreement, its organization and equipment available for the work contemplated, and, when specifically requested by the City, appropriate financial information which would assist in determining bidders ability and solvency to perform work contemplated by the Agreement. The Bidder may also be requested to furnish references which the City may use to verify claims of competency. The City shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform its obligations under the Contract; and the Bidder shall furnish the City all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the City that the Bidder is qualified to carry out properly the terms of the Contract.

13. **AWARD OF CONTRACT:**

If any Contract is awarded, it will be awarded to the lowest responsive and responsible Bidder whose bid is the most advantageous to the City, price and other factors considered, to include delivery date promised, past performance history, and any other factor which the City may deem necessary.

The City reserves the right to award contract(s) to more than one Bidder, to split awards, to award contracts by item or group of items, to make partial awards, or to decrease or increase any or all quantities that is in the City's best interest.

The Bidder may qualify its bid for acceptance by the City on an "All or None" basis. An "All or None" basis bid must include all items upon which bids are invited. Bidders are hereby notified that a bid submitted on a "All or None" basis is at risk for rejection in instances where the City may deem it necessary to split or divide a project as set forth herein. Bidders shall denote on the front page of the bid proposal as to whether the bid is an "All or None" bid.

A Written award of acceptance or a signed Purchase Order mailed or otherwise furnished to the successful Bidder results in a binding contract without further action by either party. The signed Purchase Order authorizes the Bidder to submit the product(s).

## LOCAL PREFERENCE ORDINANCE

### **THE CITY OF WINTER HAVEN, FLORIDA HAS ENACTED ORDINANCE NO. O-10-17, RELATING TO A POLICY OF LOCAL PREFERENCE IN CONJUNCTION WITH THE PURCHASE OF GOODS AND SERVICES;**

Where competitive bids are received for the purchase, or contract for, personal property or contractual service, the city commission, city manager or purchasing agent may give local preference to local vendors as defined herein and shall implement such policy in the following manner:

Except as exempted in the ordinance, local vendors, defined as any business having a physical location within the City of Winter Haven's utility service area at which employees are located and from which business is regularly transacted, shall be given preference in the procurement of goods and services when bids are sought as follows:

When bids are received and the lowest bid price does not exceed \$15,000.00 and the vendor offering the low bid is located outside of the City of Winter Haven's utility service area, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and is within 6% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City, or

When bids are received and the lowest bid price does not exceed \$25,000.00 and the vendor offering the low bid is located outside of the City of Winter Haven's utility service area, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and is within 5% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City, or

When bids are received and the lowest bid price does not exceed \$50,000.00 and the vendor offering the low bid is located outside of the City of Winter Haven's utility service area, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and is within 4% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City, or

When bids are received and the lowest bid price does not exceed \$150,000.00 and the vendor offering the low bid is located outside the City limits of Winter Haven, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and is within 3% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City, or

When bids are received and the lowest bid price does not exceed \$250,000.00 and the vendor offering the low bid is located outside of the City of Winter Haven's utility service area, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and is within 2% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City, or

When bids are received and the lowest bid price exceeds \$250,000.00 and the vendor offering the low bid is located outside of the City of Winter Haven's utility service area, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and is within 1% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City.

The provisions of this ordinance shall not apply to the procurement of goods and services by the City of Winter Haven involving the following entities and/or situations as follows:

1. Purchase and or sale of real property,
2. Bids for contracts that are being funded by an outside source or agency that does not allow for a local preference, or that stipulates the award criteria,
3. Proposals related to Florida Statute 287.055 (Consultants Competitive Negotiation Act).
4. The purchase of personal property to the extent governed by Florida Statute 287.084.
5. Any other purchases that are determined by the City to be exempt from the local preference policy established herein.

14. **PERFORMANCE:**

Contractor shall keep the Procurement Services Manager advised at all times of status of order. Default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the City to terminate the Contractor's right to proceed with the order/work by giving the Contractor written notice, and to purchase supplies/services elsewhere, and charge full increase of cost and handling to defaulting Contractor.

The Contract shall not be terminated nor the Contractor charged with liquidated damages (if otherwise provided for in the contract documents) because of any delays due to unforeseeable cause beyond the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the City, fires, floods, epidemics, strikes, (with which the Contractor has no direct connections), and unusually severe weather. The Contractor shall, within ten (10) calendar days from the beginning of such delay, notify the City, in writing, of the cause for the delay. If, in the opinion of the City, the failure of Contractor to perform the conditions of this contract is occasioned by or is the result of acts or events over which the Contractor has no control, said delay in performance may be excused.

The Contractor shall take into account all contingent work which has to be done by other parties, arising from any cause whatsoever, and shall not plead its want of knowledge of said contingent work as an excuse for delay in its work or for the non-performance thereof.

15. **SERVICE AND WARRANTY:**

Unless otherwise specified, the Bidder shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidders must explain on an attached sheet to what extent warranty and service facilities are provided.

16. **INSPECTION, ACCEPTANCE AND TITLE:**

Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contractor until accepted by the ordering agency, unless loss or damage results from negligence by the ordering agency.

17. **GOVERNMENTAL RESTRICTIONS:**

In the event any governmental restrictions may be imposed which would necessitate alteration of the materials, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the contractor to notify the Procurement Services Division immediately after learning of such restriction, including indicating in writing the specific regulation which required an alteration. The City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the Contract at no expense to the City.

18. **PRICE AND ADJUSTMENTS:**

Any price decrease effectuated 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.

19. **EQUAL EMPLOYMENT OPPORTUNITY:**

No bids submitted shall be considered unless the Bidder warrants that upon execution of a Contract with the City, it will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, handicap, or marital status, and will submit such reports as the City may thereafter require to assure compliance.

20. **OCCUPATIONAL HEALTH AND SAFETY (FLORIDA RIGHT-TO-KNOW-LAW):**

In compliance with Chapter 442, Florida Statutes, any item delivered from a Contract resulting from this bid, which contains a toxic substance as listed on the FLORIDA SUBSTANCE LIST, shall be accompanied by a Material Safety Data Sheet (MSDS) which product shall be labeled as such as well. These MSDS shall be forwarded to: City of Winter Haven, Human Resources Division, P.O. Box 2277, Winter Haven, Florida 33883-2277.

The MSDS shall be maintained by the City and must include the following information:

- A. The Division/Department to which the material was shipped.
- B. The chemical name and the common name of the toxic substance.
- C. The hazards or other risks in the use of the toxic substance, including:
  - 1. The potential for fire, explosion, corrosivity, and reactivity;
  - 2. The known acute health effects and chronic health effects of risks from exposure to the toxic substance, including those medical conditions which are generally recognized as being aggravated by exposure to toxic substance; and
  - 3. The primary routes of entry and symptoms of overexposure.
- D. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- E. The emergency procedures for spills, fire, disposal, and first aid.
- F. A description of the known specific potential health risks posed by the toxic substance, which description is written in lay terms and is intended to alert any person who reads this information.
- G. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

21. **TIE BIDS:**

Whenever two or more bids which are equal with respect to price, quality, and service are received, preference will be given in the award process to the bidder, that certifies it has implemented a drug-free work place program in accordance with Florida Statutes 287.087. The necessary certification form (DFW-1) is available from the City of Winter Haven - Procurement Services Office, Post Office Box 2277, Winter Haven, Florida 33883 (863.291.5664).

22. **GOVERNING LAW:**

Any contract entered into pursuant to this bid shall be construed in accordance with the Laws of the State of Florida. Venue for any action or proceeding shall be in the Courts of Polk County, Florida.

**\*NOTICE\***

**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 public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.**

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:  
Name

(1) He is \_\_\_\_\_ of \_\_\_\_\_, the  
Title Company  
Bidder that has submitted the attached bid;

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

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

(4) Neither the said Bidder nor any of his officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder; nor has fixed any overhead, profit or cost element of the Bid price, or the Bid price of any other Bidder; nor has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the City of Winter Haven or any person interested in the proposed Contract; and

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

(Signed) \_\_\_\_\_  
Name

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Title)

My commission expires \_\_\_\_\_

## CERTIFICATION OF DRUG-FREE WORKPLACE

**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. In order to 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.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME OF FIRM

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
STREET ADDRESS

\_\_\_\_\_  
VENDOR'S SIGNATURE

\_\_\_\_\_  
CITY                      STATE      ZIP

A. The following Proposal is hereby made to the City of Winter Haven, Florida, hereinafter called the CITY. Proposal is submitted by:

\_\_\_\_\_

(Company)

B. The undersigned, as Bidder, hereby proposes and offers to sell to the CITY, the following:

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	1 ea	Aerial Platform	_____	_____

C. The undersigned agrees to deliver the above noted products, F.O.B., Winter Haven, Florida, within \_\_\_\_\_ ( ) working days after receipt of contract award in accordance with the Invitation To Bid, Specification, and Terms and Conditions attached hereto and made a part hereof as if fully set forth herein, dated March 29, 2011.

E. The undersigned acknowledges receipt of the following addenda which are a part of the Invitation To Bid:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

\_\_\_\_\_

Date

\_\_\_\_\_

Name of Company

\_\_\_\_\_

Bidder's Signature

\_\_\_\_\_

Address (Mailing)

\_\_\_\_\_

Name/Title

\_\_\_\_\_

City State Zip

\_\_\_\_\_

Federal Employer I.D. # (FEID)

\_\_\_\_\_

Telephone Number

\_\_\_\_\_

Email Address

\_\_\_\_\_

Fax Number