



REQUEST FOR BID

RFB 24-027

PUBLIC SAFETY VEHICLE EQUIPMENT AND
INSTALLATION SERVICES

City of Clermont
685 W. Montrose Street
Clermont, FL 34711

RELEASE DATE: October 12, 2023

DEADLINE FOR QUESTIONS: November 8, 2023

RESPONSE DEADLINE: November 16, 2023, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/clermontfl>

City of Clermont
REQUEST FOR BID

Public Safety Vehicle Equipment and Installation Services

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1. Introduction

1.1. Summary

The purpose of this solicitation is to receive responses from qualified respondents to furnish and install specialized equipment for public safety vehicles in accordance with the terms, conditions, and specifications contained herein. The equipment per vehicle will vary depending on the assignment such as fully marked patrol vehicles, administrative vehicles, unmarked vehicles, etc. All respondents must be certified by Utility Inc. as an installer to install dash cameras and rocket systems in vehicles.

The estimated value for this service agreement is \$250,000 per year.

1.2. Contact Information

Nicholas Bloom

Lieutenant

3600 S US HWY 27

Clermont, FL 34711

Email: nbloom@clermontfl.org

Phone: [\(352\) 536-8442](tel:(352)536-8442)

Department:

Police

1.3. Timeline

The following dates are set forth for information and planning purposes; however the City reserves the right to change the dates as needed. Respondents are advised to closely monitor any potential date changes through the City's Portal at <https://procurement.opengov.com/portal/clermontfl> . (Please note that there is no charge or fee involved for respondents to register and utilize the Portal).

| | |
|---------------------------------|--------------------------|
| Solicitation Issued Date | October 12, 2023 |
| Newspaper Advertisement | October 17, 2023 |
| Question Deadline | November 8, 2023, 3:00pm |

| | |
|---------------------------------|--|
| <p>Response Deadline</p> | <p>November 16, 2023, 2:00pm Procurement Services is inviting you to a scheduled Zoom meeting. Join Zoom Meeting https://us06web.zoom.us/j/82878607662?pwd=cknQMLVwYlVQOdiWvGPzCYQnbHamLC.1 Meeting ID: 828 7860 7662 Passcode: 936686 --- One tap mobile +13052241968,,82878607662#,,,,*936686# US +16465588656,,82878607662#,,,,*936686# US (New York) --- Dial by your location • +1 305 224 1968 US • +1 646 558 8656 US (New York) • +1 646 931 3860 US • +1 301 715 8592 US (Washington DC) • +1 309 205 3325 US • +1 312 626 6799 US (Chicago) • +1 669 444 9171 US • +1 689 278 1000 US • +1 719 359 4580 US • +1 720 707 2699 US (Denver) • +1 253 205 0468 US • +1 253 215 8782 US (Tacoma) • +1 346 248 7799 US (Houston) • +1 360 209 5623 US • +1 386 347 5053 US • +1 507 473 4847 US • +1 564 217 2000 US Meeting ID: 828 7860 7662 Passcode: 936686 Find your local number: https://us06web.zoom.us/u/kclA0yZZYg</p> |
|---------------------------------|--|

2. Response Procedures

2.1. Electronic Bidding System

The City of Clermont uses OpenGov (“Software Administrator”), an e-Procurement system (“Portal”) that provides bid notification services to interested vendors. The Portal allows for vendors to register online and receive notification of new solicitations, addendum, and awards. There is no charge to vendors/contractors to register and participate in the solicitation, nor will any fees be charged to the awarded vendor. Vendors with internet access should review the registration options at the following website: <https://procurement.opengov.com/portal/clermontfl>.

The City of Clermont uses the NIGP Commodity Codes to notify vendors of whenever projects are issued that include category codes that match the codes added to the vendor profile.

2.2. Delivery of Bid

Bids must be submitted electronically by uploading documents in the Portal which will be sealed until the due date and time indicated in the solicitation. Responses submitted early may be withdrawn prior to the deadline by the responder. All responses must remain valid for at least ninety (90) calendar days, and will remain the property of the City. Responses to this solicitation will not be accepted by fax or email.

All bids will be publicly opened electronically in the Portal and read at the location stated in the Timeline of the [#Introduction](#) section.

A. Electronic Responses

1. Electronic responses will be received through the Portal and will remain unopened until the response due date has passed, as indicated in this solicitation. It is the sole responsibility of the respondent that the response is submitted and received before the due date and time as specified in this document. The City of Clermont is not responsible for delays in transmittal or delays caused by any other occurrence. Please allow sufficient time to complete the response and upload documents into the Portal.

B. Uploading Electronic Documents

1. Once the “Draft Response” button has been selected in the Portal, a screen will appear allowing the vendor to enter their response information. Once all information is completed, proceed to Submit the response. A confirmation with a submittal date and time stamp will appear, and a confirmation email will also be sent to the user’s email address. Vendors can review/update their submittals at any time prior to the response due date and time. The offer will remain sealed and cannot be viewed by anyone until after the response due date and time.

2.3. Pre-Bid Conference

There will not be a pre-bid meeting for this project.

2.4. Site Visit

It will be the sole responsibility of the prospective respondent to inspect the City's location(s) prior to submitting a response. Submission of a response will be considered evidence that the respondent is familiar with the existing site conditions, the nature, and extent of the work, equipment, materials, and labor required to accomplish the work. No variation in price or conditions shall be permitted based on the lack of knowledge of these conditions.

2.5. Questions Deadline

To ensure that all prospective respondents have accurately and completely understood the requirements of this solicitation, the City of Clermont Procurement Services Department will accept written questions up until 3:00 pm on Wednesday, November 8, 2023. Verbal inquiries will not be accepted and potential respondents are instructed to only seek additional information or clarification or to communicate in writing with the Procurement Services Director.

The City of Clermont requires all questions relating to this solicitation to be entered through the "Question and Answer" tab available on the Portal. Responses to questions will be provided online at <https://procurement.opengov.com/portal/clermontfl> .

- **ALL QUESTIONS MUST BE SUBMITTED PRIOR TO THE DEADLINE.**
- **QUESTIONS WILL NOT BE ANSWERED VIA TELEPHONE OR FAX.**

2.6. Award

As the best interests of the City may require, the City reserves the right to make award(s) on the lowest price basis by individual item, group of items, all or none, or a combination thereof; with one or more respondents; to reject any and all responses or waive any minor irregularity or technicality in responses.

In determining where a respondent is responsive and/or awarding the contract, in addition to price, the following shall be considered:

- A. The ability, capacity, and skill of the respondent to perform the work, including but not limited to, any issue related to performance on prior contracts between the respondent and the City.
- B. Whether the respondent can perform the work within the time specified, without delay or interference.
- C. Experience and efficiency of the respondent.
- D. The quality of performance of previous contracts.

2.7. Contract Period

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the City Council or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the City's Procurement Services Department; and shall be contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall remain in effect for **thirty-six (36)** months, and then the contract will remain in effect until the

completion of the expressed and/or implied warranty period. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

Estimated quantities, if stated, are for respondent guidance only, and no guarantee is given or implied as to quantities that will be used during the contract period. Estimated quantities are based on previous needs. Said estimated quantities may be used by the City for the purpose of evaluating the low response meeting the specifications.

2.8. Option To Renew

Prior to, or upon completion, of the initial term of this contract, the City shall have the option to renew this contract for three (3) additional twelve (12) month period(s). Prior to completion of each exercised contract term, the City may consider an adjustment to price based on changes on the U.S. Bureau of Statistics, Producer Price Index (PPI) for the most recent twelve (12) month period (see http://www.bls.gov/ppi/ppi_dr.htm Current Edition). It is the contractor's responsibility to request any price adjustment under this provision in writing. The contractor's written request for adjustment should be submitted sixty (60) days prior to the anniversary date of the contract. The contractor adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant price index change. If no adjustment request is received from the contractor, the City will assume that the contractor has agreed that the optional term may be exercised without price adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The City reserves the right to reject any written price adjustments submitted by the contractor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, not a contractor's right. This prerogative will be exercised only when such continuation is clearly in the City's best interest.

2.9. Insurance Requirements

The selected respondent(s) is required to provide proof of insurance with their response to this solicitation using a standard Accord form, showing no less than the amounts indicated below. If an Accord form cannot be provided, a signed letter from the insurance company agency, on its letterhead, must be provided stating current insurance as described below or that can receive the required insurance coverage. The selected respondent(s) will be required to provide proof of insurance within five (5) business days of request.

All suppliers performing work on City property or public right-of-way must provide the City a certificate of insurance evidencing the coverage and coverage provisions identified herein. Respondents must provide the City with evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

- A. General Liability with limits of liability of **\$1,000,000** per occurrence for bodily injury property damage to include Premises/ Operations; Products, Completed Operations, and Contractual Liability. Contractual Liability and Contractual Indemnity (Hold harmless endorsement as written in Section-E, Terms and Conditions, No. 35).
- B. Automobile Liability - **\$1,000,000** Each Occurrence – owned/non-owned/hired automobiles included.
- C. Workers' Compensation and Employer's Liability per the statutory limits of the State of Florida Chapter 440 F.S. (**\$500,000** Each Accident and **\$500,000** Disease-Each Employee with **\$500,000** Disease-Policy Limit).
- D. Excess Liability - \$_____.00 per occurrence to follow the primary coverage.
- E. Other insurance as indicated:
 - 1. Builders Risk Completed Value; \$_____.00
 - 2. Longshoreman Insurance (USL&H); \$_____.00
 - 3. Garage Keeper Liability; \$_____.00
 - 4. Garage Liability; \$_____.00
 - 5. Liquor Liability; \$_____.00
 - 6. Fire Legal Liability; \$_____.00
 - 7. Pollution Liability; \$_____.00
 - 8. Protection and Indemnity; \$_____.00
 - 9. Employee Dishonesty Bond; \$_____.00
 - 10. Professional Liability / Errors & Omissions; \$_____.00
 - 11. Other; \$_____.00
- F. Best's guide rating B+:VI or better, latest edition or as otherwise acceptable to the City.
- G. Thirty (30) days of the written cancellation notice is **required**.
- H. The City of Clermont **must** be named as an Additional Insured with regard to General Liability policies, and it **must** be stated on the certificate.
- I. The certificate **must** include this solicitation number and title. **RFB 24-027 - Public Safety Vehicle Equipment and Installation Services**
- J. The certificate holder **must** be:
 - City of Clermont, 685 W. Montrose Street, Clermont, FL 34711

2.10. Reservation of Rights to the City

The issuance of this solicitation and the acceptance of responses do not constitute an agreement by the City that it will enter into a contract with a respondent for this project.

The City reserves the right to extend the response due date, request additional information from any and all respondents, reject any and all responses, cancel the project, and/or re-advertise the solicitation. The City reserves the right to disqualify any respondent at the sole discretion of the City.

By submitting a response and subsequent information, the respondents waive the right to object to the exercise of the City's right to disqualify a respondent and/or a response, either now or in the future.

2.11. Restriction of Communication

Respondents to this solicitation or persons acting on their behalf may not contact, between the issued date of this solicitation and within three (3) business days following the agency posting the notice of intended award, excluding State and Federal holidays, any employee or council members concerning any aspect of this solicitation, except in writing to the Procurement Services Director. Violation of this provision may be grounds for rejecting a response. In addition, respondents are strongly cautioned that inappropriate efforts to lobby or influence individuals or organizations involved in this selection process may result in dismissal from further consideration. The appeals procedures are located in the Terms and Conditions Section of this solicitation.

2.12. Response Expenses

All costs associated with the preparation to this response shall be the sole responsibility of the respondent, including but not limited to document preparation, and any and all travel expenses.

2.13. Response Information as Public Documents

Any and all materials initially submitted or subsequently submitted as part of this solicitation process shall become the property of the City and shall be treated as City documents subject to typical practice and/or applicable laws for public records. Otherwise, the City will not distinguish or treat any material received as confidential, proprietary, and/or a trade secret, unless specifically designated as such by the respondent. Financial statements will not become subject to public record as per Section 119.07(1) Florida Statutes. Furthermore, by submitting a response, the respondent agrees to hold the City harmless for any public use or dissemination of all information submitted through this process.

2.14. Permits and Regulations

The respondent shall obtain and pay for all licenses, permits, and inspection fees required for this project. Respondent shall comply with all laws, ordinances, regulations, and building code requirements applicable to the work contemplated herein. Successful respondents have the option to apply for permits online. For a complete list of permit types, please visit www.clermontfl.gov and click on Online Permitting in the top, right-hand corner.

2.15. Approved Product List

The City of Clermont has identified a specific list of products that have been approved for purchase on projects relating to streets, highways, and utilities. Vendors desiring to submit comparative products for these items for inclusion in future solicitations or to view the approved product list should visit the engineering website <https://www.clermontfl.gov/192/Construction> for more information. New product requests will be accepted one time per year on the first seven (7) calendar days of October. After testing, if the product is deemed acceptable, it will be included in the approved product list for the next available solicitation. All samples for test purposes must be labeled with the vendor's name and item number. Samples not labeled will be considered unidentifiable and will not be eligible for testing purposes.

2.16. Tie Responses

Should there be a tie between one or more respondents, the tie may be broken and the successful respondent selected by the following criteria presented in order of importance, as determined by the Procurement Services Director, shall be awarded the contract or purchase:

- A. Quality of the items or services provided if such quality or service is ascertainable.
- B. Delivery time, if provided in the response by the respondents.
- C. Preference of businesses with drug-free workplace programs as defined in Section 287.087, Florida Statutes.
- D. The respondent that's closest to the City of Clermont City Hall, located at 685 Montrose Street, as determined by the Procurement Services Director.
- E. If items 1-4 are not applicable, the tiebreaker will be decided by flipping a coin.

2.17. Bid Bond

A Bid Bond is not applicable to this solicitation.

2.18. Performance and Payment Bonds

Performance & Payment Bonds are not applicable to this solicitation.

2.19. Liquidated Damages

Liquidated damages are not applicable to this solicitation.

2.20. Warranty

The successful respondent must perform all work in strict accordance with the statement of work in a safe, careful manner, and agrees to adhere to the secure facility rules. The respondent warrants that all work must be free from defects and must conform as to kind, quality, function, and characteristics of material and workmanship. The warranty period must be no less than one (1) year from the date of final acceptance of the work by the City. Successful respondent agrees to promptly correct all defects in the work, which develop within a period of one (1) year from the date of final acceptance of the work. The manufacturer's warranty is in addition to this warranty and must not be construed to replace or circumvent the warranty expressed in this clause. The term "defects" includes defects, deficiencies, faults, or

imperfections in the work as determined by the City. Manufacture warranty must be included along with parts and labor warranty period.

2.21. Approved Alternate

When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number, it will be for the purpose of establishing a level of quality and features desired and acceptable to the City. The respondent may offer any brand which meets or exceeds the specifications for any item(s). In such cases, the City will be receptive to any unit that would be considered, by a qualified City personnel, as an approved alternate. In that, the specified make and model represent a level of quality and features desired by the City. The respondent must state clearly in the response any variance from those specifications. It is the responsibility of the respondent to provide adequate information, in the response, to enable the City to ensure that the response meets the required criteria. If adequate information is not submitted with the response, it may be rejected. The City will be the sole judge in determining if the item qualifies as an approved alternate.

2.22. Safety

The successful respondent is responsible for the safe conduct of their personnel during the execution of the work detailed herein. The successful respondent must meet or exceed the standards set by the Occupational Safety and Health Administration (OSHA) and requirements established by the Federal, State, and Local agencies. Should an unsafe condition be identified during the execution of this work, the successful respondent will immediately suspend such activity until a safe method can be employed.

2.23. Clean Up

The successful respondent must at all times keep the work area, including storage areas, free from the accumulation of waste materials. Before completing the work, the contractor must remove from the premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the City. Upon completing the work, the respondent must leave the work area in a clean, neat, and orderly condition satisfactory to the City.

2.24. Conditions Affecting The Work Area

The respondent acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to:

- A. conditions bearing upon transportation, disposal, handling, and storage of materials;
- B. the availability of labor, water, electric power, and roads;
- C. uncertainties of weather or similar physical conditions at the site;
- D. the conformation and conditions of the ground; and
- E. the character of equipment and facilities needed preliminary to and during work performance. Any failure of the respondent to take the actions described and acknowledged in this paragraph will not relieve the successful respondent from responsibility for estimating properly the difficulty and cost of successfully performing the

work, or for proceeding to successfully perform the work without additional expense to the City.

2.25. Acceptance and Final Payment

The successful respondent may submit invoices for payment no more often than on a monthly basis, but only after the goods or services for which the invoices are submitted have been delivered or completed. If subcontractor or supplier fees or costs are included in the invoice to the City, the successful respondent must submit a Certification of Payments to Subcontractors and Suppliers with each such invoice to the City. The successful respondent must pay subcontractors and suppliers within fifteen (15) days following receipt of payment from the City for such subcontracted work or supplies. The certification shall be accompanied by a copy of the notification sent to each unpaid subcontractor listed on the form, if any, explaining the good cause of why payment has not been made to that subcontractor.

The City shall pay for all goods and services received and accepted by the City in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes. All applications for payment will be submitted to the address indicated in the purchase order. The City will pay the successful respondent after receipt, acceptance, and proper invoice are received. **All invoices must have the purchase order number.** The City will only accept and pay for goods delivered or services performed by the successful respondent within the contract period, including any extensions or continued performance as directed by the Procurement Services Director.

3. Scope of Work

3.1. Statement of Work

The intent of this solicitation is to obtain a successful contractor to provide the City of Clermont with timely installation of specialized equipment for public safety vehicles as specified herein. Including but not limited to Police Department Vehicles and Fire Department Vehicles.

While in the successful respondent's care, control, and custody, the successful respondent is responsible for all equipment including pick-up, delivery, interim transport, and storage of said equipment. In addition, while in the successful respondent's care, control, and custody, the successful respondent is responsible for the secure storage of all vehicles, both new builds, and vehicles in for repairs. The successful respondent must ensure that only safe, reliable, and properly licensed and insured drivers retrieve, deliver, or operate city vehicles. The successful respondent is responsible for maintaining the appropriate insurance coverage for all activities involving the successful respondent and its drivers and their contact with or storage of city vehicles and equipment in fulfilling its obligations.

In any instance that the successful respondent transports a marked police vehicle, the successful respondent will ensure that the vehicle is clearly marked "OUT OF SERVICE". The vehicle must be marked as such during any and all times that the successful respondent has possession of said vehicle on any public roadway.

Upon completion of equipment installation by the successful respondent and subsequent return of the vehicle for inspection by authorized city staff, the successful respondent will be required to deliver to the City of Clermont Police Department or Fire Department, the vehicle keys and a completed invoice for said vehicle. Authorized city staff will have the right to inspect the vehicle or services performed before acceptance.

The successful respondent must provide a detailed description of the facility or service center. A description must be included of the location and its conformance to the requirements herein, as well as address, phone number, repair shop, and parts room size (square footage of each), number of repair bays, details of major repair and diagnostic equipment, size of the parking area, size of secure storage area and the type and number of full-time employees at this location. All respondents must include a detailed description of their specific experience and qualifications of the shop employees relevant to the services stated in this solicitation.

The installation of equipment on new vehicles must be completed within forty-five (45) calendar days of receipt equipment from manufacturer and receipt of vehicle from the City of Clermont Police Department or Fire Department.

Each calendar day that exceeds the required performance standard of repairs or installations will result in a daily fee of \$50.00 per vehicle, assessed against the successful respondent and deducted from the final invoice. Exceptions to assessing the fee may be entertained beyond the successful respondent's control during but not limited to acts of God, fire, war, strike, etc. Evaluating justification for waiving said fee for such cause is at the sole discretion of the City of Clermont Police Chief and Fire Chief.

The Pricing Schedule describes multiple police emergency equipment items that will be installed on each public safety vehicle. All equipment will be furnished by the successful respondent. All wiring, fuses, connectors, and needed hardware will be furnished by the successful respondent.

Contractor shall include with price the cost for miscellaneous items such as wire, connectors, wire looms, fuses, fuse holders, fuse block, relays, breakers, fasteners, brackets, fixtures, tie wraps, insulation, etc., needed to complete installation of all items listed. All labor must be done with color coded wiring to meet FMVSS standards for installed equipment.

Successful contractors must be certified by Utility Inc. as an installer to install Dash Camera and Rocket systems in vehicles. These items are provided by the City of Clermont and installed by the successful contractor.

4. Price Schedule

Should certain additional work be required, or should the quantities submitted by the successful respondent of certain classes be increased or decreased from those required by the contract documents, the unit prices contained below are the basis of quantifying payment to the Contractor or credit to the Owner, for such increase or decrease in the work. No additional adjustments will be allowed. The respondent is required to enter the quantity, unit price, and total in the spaces provided below.

LS = Lump Sum LF = Linear Feet SY = Square Yard EA = Each

MARKED PATROL VEHICLE EQUIPMENT - FORD EXPLORER INTERCEPTOR UTILITY

This package is based on a Ford Explorer Interceptor. Actual vehicle may vary depending on assignment and/or availability.

| Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total | No Bid |
|-----------|---|----------|-----------------|-----------|-------|--------|
| 1 | FE-INTG51J-P1L Federal Signal Integrity 51" RED/BLUE Light Bar | 1 | ea | | | |
| 2 | FE-HKB-FPIU20 Federal Signal Lightbar Mounting Kit | 1 | ea | | | |
| 3 | FE-PF200R Federal Signal Pathfinder Siren/Light Controller | 1 | ea | | | |
| 4 | FE-ES100C Federal Signal Emergency Speaker | 1 | ea | | | |
| 5 | FE-OBDCABLE6-2 Federal Signal 6ft OBD Interface Cable | 1 | ea | | | |
| 6 | FE-ESB-FPIU20ND Federal Signal Speaker Bracket | 1 | ea | | | |
| 7 | FE-RBKIT1 Federal Signal Rumbler Woofers | 1 | ea | | | |

| Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total | No Bid |
|-----------|---|----------|-----------------|-----------|-------|--------|
| 8 | FE-RB-FPIU20 Federal Signal Rumbler Bracket | 1 | ea | | | |
| 9 | FE-EXMOD24 Federal Signal Pathfinder Expansion Module | 1 | ea | | | |
| 10 | FE-MPSC2X-BW Federal Signal C Series Micropulse Blue/White | 1 | ea | | | |
| 11 | FE-MPSC2X-RW Federal Signal C Series Micropulse Red/White | 1 | ea | | | |
| 12 | FE-MPS63U-RBW Federal Signal Micropulse Ultra 6 Red/Blue/White | 4 | ea | | | |
| 13 | FE-IPX-GRL17 Federal Signal Micropulse Grill Bracket | 1 | ea | | | |
| 14 | FE-MPSW9X-BW Federal Signal Wide Angle Micropulse Blue/White | 1 | ea | | | |
| 15 | FE-MPSW9X-RW Federal Signal Wide Angle Micropulse Red/White | 1 | ea | | | |
| 16 | FE-MPSMW9-FPIU Federal Signal Wide Angle Micropulse Mounting Kit | 1 | ea | | | |

| Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total | No Bid |
|-----------|--|----------|-----------------|-----------|-------|--------|
| 17 | FE-MPS123U-RBW Federal Signal Micropulse Ultra 12 Red/Blue/White | 2 | ea | | | |
| 18 | FE-416900Z-RW Federal Signal Corner LED Red/White | 1 | ea | | | |
| 19 | FE-416900Z-BW Federal Signal Corner LED Blue/White | 1 | ea | | | |
| 20 | FE-MPS63U-RBW Federal Signal Micropulse Ultra 6 Red/Blue/White | 10 | ea | | | |
| 21 | FE-MPSM6-LB Federal Signal L Bracket For Micropulse | 2 | ea | | | |
| 22 | FE-SL6F-RB Federal Signal Latitude Series 6 Head Bar | 1 | ea | | | |
| 23 | FE-SLB-002 Federal Signal Latitude Mounting L Bracket | 1 | ea | | | |
| 24 | 425-6508 Jotto Integrated Printek Brother Contour Console | 1 | ea | | | |
| 25 | 425-3704 Jotto Cupholders | 1 | ea | | | |
| 26 | 425-6652 Jotto 12V Power Outlets in 3" Faceplate with Plastic Covers (3 Outlets) | 1 | ea | | | |

| Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total | No Bid |
|-----------|---|----------|-----------------|-----------|-------|--------|
| 27 | 425-6049 Jotto 1" Blank Faceplate | 1 | ea | | | |
| 28 | 425-6051 Jotto 2" Blank Faceplate | 1 | ea | | | |
| 29 | 425-6666 Federal Signal Pathfinder PF200R (Remote Head) - 3" Faceplate | 1 | ea | | | |
| 30 | 425-6260 Jotto Arm Rest | 1 | ea | | | |
| 31 | TR-CM-SDMT-SL-L Troy Console Side, Height Adjustable Mount W/Slide Arm | 1 | ea | | | |
| 32 | Troy Partition Recessed Back Panel Sliding Window, Diamond Pattern Mesh Bracket, Large Window (Ford Explorer Utility Interceptor) | 1 | ea | | | |
| 33 | TR-SAB-20-FDUV-BB Troy Big-Boy Partition Mounting Kit Extra Seat-Back Recline. 100% seat slide. | 1 | ea | | | |
| 34 | TR-KP-UV20-DAP-SS Troy Utility Kick Panel Assembly With Big-Foot Pockets | 1 | ea | | | |

| Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total | No Bid |
|-----------|--|----------|-----------------|-----------|-------|--------|
| 35 | TR-AC-20-UV-SET Troy Driver/Passenger Side Set Of Diamond-Punched Window Guards Ford Explorer Utility Interceptor | 1 | ea | | | |
| 36 | TR-DP-UV20-SET Troy Driver and Passenger Side Door Panel (SET) Ford Explorer Utility Interceptor | 1 | ea | | | |
| 37 | TR-PS-20-UVFX-O Troy Rear Cargo Partition With Square-Hole Window, Plastic Seat With OS Belts, Fire Cubby On DS | 1 | ea | | | |
| 38 | TR-AC-20-UV-CGP Troy Rear Cage Airbag Corridor Gap Panel Set | 1 | ea | | | |
| 39 | TR-AC-20-UV-HAT Hatch Window Guard Square Hole Design Ford Explorer Utility Interceptor | 1 | ea | | | |
| 40 | GK0068E Setina T- Rail With 1082E Blac-Rac Gun Lock | 1 | ea | | | |
| 41 | CG-X Havis ChargeGuard Select | 1 | ea | | | |

| Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total | No Bid |
|-----------|---|----------|-----------------|-----------|-------|--------|
| 42 | V23232-D0001-X001 Bosch/Tyco Single Pole, Single Throw Relay. 12 Volt, 75 A Resistance Load. For Use With Lightbars | 1 | ea | | | |
| 43 | UT-1001 Havis Laptop Tray | 1 | ea | | | |
| 44 | 46061 8 Gang Fuse Block With Grounding Pad | 1 | ea | | | |
| 45 | FE-416900Z-BW Federal Signal Corner Blue/White | 2 | ea | | | |
| 46 | FE-416910Z-B Federal Signal Corner Blue | 2 | ea | | | |
| 47 | 364-01 Tuffy Atlas Universal Security Drawer 40" W X 20" L X 10" H W/Carpeting Interior And Top Key/Combo Lock Cargo Barrier Rails On Top & Adjustable Riser | 1 | ea | | | |
| 48 | FE-PFSYNC-1 Federal Signal FS Join Sync Module | 1 | ea | | | |
| 49 | Labor To Install All Items For This Vehicle Type Listed In The Bid. | 1 | ea | | | |

| Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total | No Bid |
|--------------|---|----------|-----------------|-----------|-------|--------|
| 50 | Labor To Install Products Provided By The Customer. Items Include LIND Power Inverter For Laptop Charging, Motorola Portable Radio Battery Charger As Well As Dash Camera and Rocket System By Utility. Must Be A Certified Installer For Utility. | 1 | ea | | | |
| 51 | Custom Vehicle Graphics With Design Requested By Customer. "Clermont Police" On Each Side Of Vehicle With Black To White Fading Stripe, "Call 911" Sticker On Each Rear Side, City Of Clermont Logo On Each Rear Side. 4 Digit Vehicle Number On Front Driver's Side Bumper, Rear Passenger Side Hatch, And On Roof, "POLICE" On Center Rear Hatch. | 1 | ea | | | |
| TOTAL | | | | | | |

UNMARKED ADMINISTRATIVE VEHICLE EQUIPMENT

This package is based on a Ford Explorer Civilian Model. Actual vehicle may vary depending on assignment and/or availability.

| Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total | No Bid |
|-----------|--|----------|-----------------|-----------|-------|--------|
| 52 | FE-XSM2X-BRW-US Federal Signal XStream Light Blue/Red/White | 2 | ea | | | |
| 53 | FE-PF200H Federal Signal Pathfinder handheld light/siren controller | 1 | ea | | | |
| 54 | FE-ES100C Federal Signal Emergency Speaker | 1 | ea | | | |
| 55 | FE-ESB-U Federal Signal Universal Speaker Bracket | 1 | ea | | | |
| 56 | FE-RBKIT1 Federal Signal Rumbler Woofers | 1 | ea | | | |
| 57 | FE-RB-FPIU20 Federal Signal Rumbler Bracket | 1 | ea | | | |
| 58 | FE-OBDCABLE6-2 Federal Signal 6ft OBD Interface Cable | 1 | ea | | | |
| 59 | FE-MPS63U-RBW Federal Signal Micropulse Ultra 6 Red/Blue/White | 2 | ea | | | |
| 60 | FE-MPSM6-LB Federal Signal Micropulse Mounting Bracket | 2 | ea | | | |
| 61 | FE-416900-BW Federal Signal Corner Blue/White | 3 | ea | | | |
| 62 | FE-416910-B Federal Signal Corner Blue | 2 | ea | | | |

| Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total | No Bid |
|-----------|---|----------|-----------------|-----------|-------|--------|
| 63 | FE-416900-RW Federal Signal Corner Red/White | 1 | ea | | | |
| 64 | FE-MPS63U-RBW Federal Signal Micropulse Ultra 6 Red/Blue/White | 4 | ea | | | |
| 65 | FE-MPSM6-LB Federal Signal Micropulse Mounting Bracket | 4 | ea | | | |
| 66 | FE-CNSMJ8R-P1C Federal Signal Signalmaster 8 Head Rear Mount | 1 | ea | | | |
| 67 | FE-CNSM-UM Federal Signal Mounting Bracket For Signalmaster | 1 | ea | | | |
| 68 | FE-PFSYNC-1 Federal Signal FS Join Sync Module | 1 | ea | | | |
| 69 | TR-CM-PSUV-SL- LED Troy Passenger Seat Mount With Slide Arm and Pivot Mount For Laptop Stand | 1 | ea | | | |
| 70 | UT-1001 Havis Laptop Tray | 1 | ea | | | |
| 71 | GK0068E Setina Single T-Rail With 1082E Black Rac Gun Lock | 1 | ea | | | |

| Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total | No Bid |
|--------------|--|----------|-----------------|-----------|-------|--------|
| 72 | 364-01 Tuffy Atlas Universal Security Drawer 40" W X 20" L X 10" H W/Carpeting Interior And Top Key/Combo Lock Cargo Barrier Rails On Top & Adjustable Riser | 1 | ea | | | |
| 73 | Labor To Install Products Provided By The Customer. Items Include LIND Power Inverter For Laptop Charging, Motorola Portable Radio Battery Charger As Well As Dash Camera and Rocket System By Utility. Must Be A Certified Installer For Utility. | 1 | ea | | | |
| TOTAL | | | | | | |

UNMARKED PATROL VEHICLE

This package is based on a Ford Explorer Interceptor. Actual vehicle may vary depending on assignment and/or availability.

| Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total | No Bid |
|-----------|--|----------|-----------------|-----------|-------|--------|
| 74 | FE-SIFMJS-FPIU20 Federal Signal Spectralux ILS Low Profile Red/Blue/White Front Windshield | 1 | ea | | | |
| 75 | FE-PF200R Federal Signal Pathfinder Siren/Light Controller | 1 | ea | | | |

| Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total | No Bid |
|-----------|--|----------|-----------------|-----------|-------|--------|
| 76 | FE-ES100C Federal Signal Emergency Speaker | 1 | ea | | | |
| 77 | FE-ESB-FPIU20ND Federal Signal Speaker Bracket | 1 | ea | | | |
| 78 | FE-OBDCABLE6-2 Federal Signal 6ft OBD Interface Cable | 1 | ea | | | |
| 79 | FE-EXMOD24 Federal Signal Pathfinder Expansion Module | 1 | ea | | | |
| 80 | FE-RBKIT1 Federal Signal Rumbler Woofers | 1 | ea | | | |
| 81 | FE-RB-FPIU20 Federal Signal Rumbler Bracket | 1 | ea | | | |
| 82 | FE-416900-BW Federal Signal Corner Blue/White | 1 | ea | | | |
| 83 | FE-416900-RW Federal Signal Corner Red/White | 1 | ea | | | |
| 84 | FE-MPSC2X-BW Federal Signal C Series Micropulse Blue/White | 1 | ea | | | |
| 85 | FE-MPSC2X-RW Federal Signal C Series Micropulse Red/White | 1 | ea | | | |

| Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total | No Bid |
|-----------|---|----------|-----------------|-----------|-------|--------|
| 86 | FE-IPX-GRL17 Federal Signal Micropulse Grill Bracket | 1 | ea | | | |
| 87 | FE-MPS63U-RBW Federal Signal Micropulse Ultra 6 Red/Blue/White | 4 | ea | | | |
| 88 | FE-MPS123U-RBW Federal Signal Micropulse Ultra 12 Red/Blue/White | 2 | ea | | | |
| 89 | FE-MPSM6-LB Federal Signal L Bracket For Micropulse | 2 | ea | | | |
| 90 | FE-MPS63U-RBW Federal Signal Micropulse Ultra 6 Red/Blue/White | 10 | ea | | | |
| 91 | FE-416910Z-B Federal Signal Corner Blue | 2 | ea | | | |
| 92 | FE-416900Z-BW Federal Signal Corner Blue/White | 2 | ea | | | |
| 93 | FE-MPS63U-RBW Federal Signal Micropulse Ultra 6 Red/Blue/White | 4 | ea | | | |
| 94 | FE-CNSMJ8R-P1C Federal Signal Signalmaster 8 Head Rear Mount | 1 | ea | | | |

| Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total | No Bid |
|-----------|--|----------|-----------------|-----------|-------|--------|
| 95 | FE-CNSM-UM Federal Signal Mounting Bracket For Signalmaster | 1 | ea | | | |
| 96 | FE-PFSYNC-1 Federal Signal FS Join Sync Module | 1 | ea | | | |
| 97 | GK0068E Setina Single T-Rail With 1082E Black Rac Gun Lock | 1 | ea | | | |
| 98 | TR-CM-SDMT-SL-L Troy Console Side, Height Adjustable Mount W/Slide Arm | 1 | ea | | | |
| 99 | UT-1001 Havis Laptop Tray | 1 | ea | | | |
| 100 | CG-X Havis ChargeGuard Select | 1 | ea | | | |
| 101 | V23232-D0001-X001 Bosch/Tyco Single Pole, Single Throw Relay. 12 Volt, 75 A Resistance Load. For Use With Lightbars | 1 | ea | | | |
| 102 | 46061 8 Gang Fuse Block With Grounding Pad | 1 | ea | | | |
| 103 | 364-01 Tuffy Atlas Universal Security Drawer 40" W X 20" L X 10" H W/Carpeting Interior And Top Key/Combo Lock Cargo Barrier Rails On Top & Adjustable Riser | 1 | ea | | | |

| Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total | No Bid |
|--------------|--|----------|-----------------|-----------|-------|--------|
| 104 | 425-6508 Jotto Integrated Printek Brother Contour Console | 1 | ea | | | |
| 105 | 425-3704 Jotto Cupholders | 1 | ea | | | |
| 106 | 425-6652 Jotto 12V Power Outlets in 3" Faceplate with Plastic Covers (3 Outlets) | 1 | ea | | | |
| 107 | 425-6049 Jotto 1" Blank Faceplate | 1 | ea | | | |
| 108 | 425-6051 Jotto 2" Blank Faceplate | 1 | ea | | | |
| 109 | 425-6666 Federal Signal Pathfinder PF200R (Remote Head) - 3" Faceplate | 1 | ea | | | |
| 110 | 425-6260 Jotto Arm Rest | 1 | ea | | | |
| 111 | 425-0767 Jotto Sigle Cell Prisoner Transport System | 1 | ea | | | |
| 112 | Labor To Install All Items Listed. | 1 | ea | | | |
| TOTAL | | | | | | |

LABOR RATE FOR INSTALLATION OF EQUIPMENT

| Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total |
|-----------|---|----------|------------------------------------|-----------|-------|
| 113 | Hourly rate for installation of equipment | 1 | Hourly Rate at Respondent Facility | | |

LABOR RATE FOR OTHER INSTALLATION SERVICES AND NON-WARRANTY REPAIRS

| Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total |
|-----------|--|----------|-----------------|-----------|-------|
| 114 | Hourly rate at respondent's facility | 1 | Hour | | |
| 115 | Hourly rate for on-site work (Clermont facility) | 1 | Hour | | |

DELIVERY/TRANSPORTATION CHARGES

| Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total |
|-----------|--|----------|-----------------|-----------|-------|
| 116 | Delivery / transportation charges for finished vehicle to the Clermont Police Department or Fire Department if distance is more than 50 miles. | 1 | ea | | |

LIST PRICE

| Line Item | Description | Unit of Measure | Unit Cost | Discount (%) |
|-----------|--|-----------------|-----------|--------------|
| 117 | Percent off manufacturer's list price for additional parts not listed in this solicitation | Percent | N/A | |

5. Terms and Conditions

5.1. Modifications / Withdrawals of Submittals

Before the solicitation deadline, a respondent may change their response by withdrawing their response, making the necessary updates, and then re-submitting their response. Modifications received after the response deadline will not be considered. A solicitation may be withdrawn in the Portal at any time prior to the solicitation deadline. A solicitation may also be withdrawn after the solicitation deadline but before the recommendation of the award, by submitting a withdrawal letter to the Procurement Services Director. The withdrawal letter must be on company letterhead, signed by an authorized agent of the company, and address the reason(s) for the withdrawal after the solicitation deadline. The City may, at its sole discretion, accept or deny any modification or withdrawal request.

5.2. Response Postponement / Cancellation / Rejection

The City may, at its sole discretion, reject any and all, or parts of any and all, responses; re-advertise this solicitation; postpone or cancel, at any time, this response process; or waive any irregularities in the solicitation or in any responses received as a result of this solicitation.

5.3. Change Orders

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All change orders must be approved in writing by the City prior to the work commencing unless the delay in receiving City approval causes a threat to the public health, safety, or welfare or will result in a significant additional cost to the City due to delay. Under any circumstance, work to be performed under the change order shall not begin until all written approvals have been received. Any work completed by the contractor without required written approvals will be the sole responsibility of the contractor, not the City.

5.4. Addenda

Any interpretations, corrections, or changes to this solicitation will be made by addenda. The sole issuing authority shall be vested in the City of Clermont Procurement Services Department. Addenda will be sent to all who are known to have received a copy of this solicitation. If the addenda contain changes to the specification or solicitation form, prospective respondents shall acknowledge receipt of all addenda or they will be declared non-responsive.

5.5. Conflicts within the Solicitation

Where there appears to be a conflict between documents, the order of precedence shall be as follows:

- A. Any agreement or contract resulting from the award of this solicitation (if applicable).
- B. Addenda released for this solicitation, with the latest addendum taking precedence.
- C. The solicitation.
- D. The awardees' response.

It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the solicitation deadline.

5.6. Mistakes

Respondents are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions, and all other special conditions pertaining to the solicitation. Failure of the respondent to examine all pertinent documents shall not entitle them to any relief from the conditions imposed in the contract. In case of mistakes in extension, the unit price shall govern. Multiplication or addition errors are deemed clerical errors and shall be corrected by the City.

5.7. Ambiguity, Conflict, or Other Errors

If a bidder responding to this solicitation discovers any ambiguity, conflict, discrepancy, omission, or other error in the solicitation, the bidder must immediately notify the Procurement Services Director, noted herein, of such error in writing and request modification or clarification of the document. The Procurement Services Director will make modifications by issuing a written revision and will give written notice to all parties who have received a copy of the solicitation.

The bidder is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the solicitation prior to submitting a response or it shall be waived.

5.8. Tie Responses

The award on tie responses will be decided by the Procurement Services Director in accordance with the provisions of the Purchasing Procedures. Please be advised that in accordance with Chapter 287.087, Florida Statutes, regarding tie responses, preference will be given to respondents certifying that they have implemented a drug-free workplace program.

5.9. Payment Terms and Discount

Payment will be made by the City after commodities/services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. All invoices must have the purchase order and shall be submitted to the department that placed the order. Payment terms will be considered to be Net-30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified. If a contractor offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of the correct invoice at the office specified.

5.10. Delivery

Delivery time shall be calculated in calendar days from the issuance date of the purchase order. Unless otherwise stipulated in the contract, the delivery time shall be between 9:00 a.m. and 4:00 p.m. Eastern Standard Time, Monday through Friday except for City Holidays. However, goods required for daily consumption, or where the delivery is an emergency, or is overdue, the convenience of the City shall govern. If, in calculating the number of calendar days from the purchase order date, the delivery falls on a Saturday, Sunday, or City Holiday, delivery shall be made no later than the next business day. Unless otherwise specified in the solicitation, all prices shall be F.O.B. Destination. Freight shall be included in the price. Substitution of shipments of any kind will not be accepted. Respondents are expected to furnish the brand

quoted in their response once awarded. Any substitute shipment will be returned at the respondent's expense.

5.11. Inspection & Acceptance of Title

Inspection and acceptance will be at destination unless otherwise provided in this solicitation. Title to/or risk of loss, or damage to all items, shall be the responsibility of the successful respondent until accepted by the buyer/department.

5.12. Packaging

Unless otherwise stated in this solicitation, deliveries must consist only of new and unused goods and shall be the current standard production model available at the time of the solicitation deadline. The goods must be suitably packaged for shipment by a common carrier. Each container or multiple units or items shall bear a label, imprint, or other legible markings stating the name of the manufacturer or supplier, purchase order number, and any other markings required by the specifications.

5.13. Samples

Samples or inspections of products, may be requested to determine suitability after the solicitation deadline and should be received within seven (7) working days of request. Samples of items, when required, must be furnished free of expense to the City. Samples, if not destroyed, will be returned upon request at the respondent's expense. Respondents will be responsible for the removal of all samples furnished within thirty (30) days after solicitation deadline. All samples will be disposed of after thirty (30) days.

5.14. Quality

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this solicitation shall be new. The items must be new, be the latest model, of the best quality, and highest grade workmanship.

5.15. Non-Conformance

Items may be tested for compliance with specifications. Item delivered, not conforming to specifications may be rejected and returned at the respondent's expense. These items and items not delivered, as per delivery date in response or purchase order, may be purchased on the open market. Any increase in cost may be charged against the respondent. Any violation may result in the respondent's name being removed from the vendor registration list and/or departments being advised not to do business with the respondent.

5.16. Taxes

The City of Clermont is exempt from Federal Excise and Florida Sales taxes on the direct purchase of tangible property. The successful respondent shall pay all applicable sales, consumer, land use, or other similar taxes required by law. The respondent is responsible for reviewing the pertinent Florida Statutes involving the sales tax and complying with all requirements.

5.17. Contingency Fees

By submitting a response to this solicitation, the respondent certifies that no contingency fees (sometimes known as finder's fee) have been paid to any person or organization other than a bonafide employee working solely for the respondent to secure a contract pursuant to this solicitation. Violation of this policy may result in termination of any resultant contract and/or possible debarment.

5.18. Other Governmental Entities

When there is a sufficient capacity or quantities available, the awarded bidder may provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms, conditions, and prices of the bid and resulting contract. Prices shall be F.O.B. Destination to the requesting agency. Each governmental entity allowed to use this contract shall do so independent of any other governmental entity.

5.19. Public Records

Any and all materials initially submitted or subsequently submitted as part of this solicitation process shall become the property of the City and shall be treated as City documents subject to typical practice and/or applicable laws for public records. Otherwise, the City will not distinguish or treat any material received as confidential, proprietary, and/or a trade secret, unless specifically designated as such by the respondent. Furthermore, by submitting a response, the respondent agrees to hold the City harmless for any public use or dissemination of all information submitted through this process.

Florida law provides that municipal records shall at all times be open for personal inspection by any person. Respondents are hereby notified that all information submitted as part of a response to this solicitation will be subject to public inspection upon award in compliance with Chapter 119.01, Florida Statutes. The respondent should not submit any information in response to this solicitation that the respondent considers proprietary or confidential. The submission of any information to the City, in connection with this solicitation, shall be deemed conclusively to be a waiver of any protection from the release of the submitted information unless such information is exempt, or confidential, under Chapter 119.01, Florida Statutes.

5.20. Appeals Procedures

Any prospective respondent may only appeal any determination, decision, or recommendation of the Procurement Services Director, in accordance herewith. All appeals must be in writing and sent via email or delivered in person to the City Manager within three (3) business days of issuance of such determination, decision, or recommendation. The City Manager shall administer the appeal and shall render a decision within seven (7) business days of receiving the appeal. All appeals must set forth specific reasons and facts concerning the dispute. Any appeal based exclusively on disagreement with the technical judgment of evaluators is subject to summary rejection unless there is clear and convincing evidence of arbitrary or capricious action in that regard. In the event of a timely appeal, the City shall not proceed further with the solicitation or with the award of bid/contract unless the City Manager, after consultation with the Director of the using department(s) or division(s), forwards to the City Council a written request to award the bid/contract without delay in order to protect the public health, safety or general welfare and City Council approves the said request.

5.21. Rules, Regulations, Licensing Requirements

Respondents are expected to be familiar with and comply with all Federal, State, and local laws, ordinances, codes, and regulations that may in any way affect the services offered. Ignorance on the part of the respondent will in no way relieve it from responsibility for compliance.

5.22. Default

Failure or refusal of a respondent to execute a contract upon the award by the City Council, or untimely withdrawal of a response before such award is made and approved, may result in forfeiture of that portion of any surety required as liquidated damages to the City; where the surety is not required, such failure may result in a claim for damages by the City and may be grounds for removing the respondent from the City's vendor list.

5.23. Conflict of Interest

No contract will be awarded to a respondent who has city officials, officers, or employees affiliated with it, unless the respondent has fully complied with current Florida Statutes and City Ordinances related to this issue. All respondents must disclose with their response the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, child) who is also an employee of the City. Further, all respondents must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the respondent or any of its affiliates. Failure to disclose any such affiliation will result in disqualification of the response and prohibition of engaging in any future business with the City.

5.24. Responsibility

Before submitting a response to this solicitation, each prospective respondent shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will not relieve the successful respondent from any obligation to comply with every detail, provision, and requirement of the solicitation and resulting contract documents. In addition, failure to make such investigations and examinations will not be accepted as a basis for any claims whatsoever, or any monetary consideration on the part of the respondent.

5.25. Relation of City

It is the intent of the parties hereto that the successful respondent is legally considered to be an independent respondent and that neither the respondent nor the respondent's employees and agents shall, under any circumstances, be considered employees or agents of the City.

5.26. Prime Contractor

The respondent awarded a contract shall act as the prime contractor for all required items and services and shall assume all responsibility for the procurement of such items or services. The contractor shall be considered the sole point of charge and meet all requirements of this solicitation. All subcontractors will be subject to advance review by the City in regards to competency and security concerns. After the award of the contract, no change in subcontractors will be made without the consent of the City. The contractor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the

subcontractor is self-insured, the City may require the contractor to provide any insurance certificates required by the work to be performed.

5.27. Collusion

Where two (2) or more related parties each submit a response for the same solicitation, such response shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control, and management of such related parties in the preparation and submittal of such responses. Related parties shall mean respondents or the principals thereof who have a direct or indirect ownership interest in another respondent for the same contract or in which a parent company or the principals thereof of one (1) respondent have a direct or indirect ownership interest in another respondent for the same solicitation. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a response for the same materials, supplies, services, or equipment, shall also be presumed to be collusive. Responses found to be collusive shall be rejected. Respondents which have been found to have engaged in collusion may be considered non-responsive, and may be suspended or debarred, and any contract resulting from collusion may be terminated for default.

5.28. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes 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 the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 of the Florida Statutes, for CATEGORY TWO (\$25,000.00) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By submitting a response to this solicitation, the respondent is certifying that it is eligible for an award under this solicitation pursuant to Chapter 287.132 and 287.133 Florida Statutes.

5.29. Assignment

Successful respondent shall not enter into any subcontract, retain consultants, or assign, transfer, convey, sublet, or otherwise dispose of this contract, or of any or all of its right, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without the prior written consent of the City. Any unauthorized assignment may constitute a default by the successful respondent.

5.30. Indemnification

The successful respondent shall be required to agree to indemnify and hold harmless the City and its council, employees, and agents, from and against any and all actions, claims, liabilities, losses, and expenses, including but not limited to attorney fees, for personal, economic or bodily injury, wrongful death, loss of or damage to property, in law or in equity, which may arise or be alleged to have arisen from the negligent acts or omissions or other wrongful conduct of the successful consultant, its employees, or agents in connection with the performance of service pursuant to the resultant contract. The successful respondent shall pay all such claims and

losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs expended by the City in the defense of such claims and losses, including appeals.

5.31. Termination for Default

If through any cause, the successful respondent fails to fulfill in a timely manner or otherwise violates any of the covenants, agreements, or stipulations material to the contract, the City shall have the right to terminate the services remaining to be performed by giving written notice to the successful respondent of such termination. Termination for default shall become effective upon the date specified in the written notice. In that event, the City shall compensate the successful respondent in accordance with the contract for all services performed by the respondent prior to the termination date, net of any costs incurred by the City as a consequence of the default. The successful respondent shall not be relieved of liability to the City for damages sustained by the City by breach of contract by the respondent. The City may reasonably withhold payments to the successful respondent for the purposes of set off until such time as the exact amount of damages due the City from the successful respondent is determined.

5.32. Termination for Convenience

The City may, for its convenience, terminate the services then remaining to be performed at any time without cause by giving written notice to the successful respondent of such termination, which shall become effective thirty (30) days following receipt by the respondent of such notice. In that event, all finished or unfinished documents and other materials shall be properly delivered to the City. If the agreement is terminated by the City as provided in this section, the City shall compensate the successful respondent in accordance with the agreement for all services actually performed by the successful respondent and reasonable direct costs of the successful respondent for assembling and delivering to City all documents. No compensation shall be due to the successful respondent for any profits that the successful respondent expected to earn on the balance of the agreement. Such payments shall be the total extent of the City's liability to the successful respondent upon termination as provided for in this section.

5.33. Termination for Unappropriated Funds

The obligation of the City for payment to a contractor is limited to the availability of funds appropriated in a current fiscal period. Continuation of the contract into a subsequent fiscal period is subject to appropriation of funds unless otherwise authorized by law.

5.34. Force Majeure

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems, and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

5.35. Payment and Performance Bonds

If a Payment & Performance Bond is required with solicitation, the contractor shall, within ten (10) calendar days from Notice of Award, furnish to the City a Payment & Performance Bond payable to the City of Clermont, Florida, in the face amount specified herein as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing bond. The Payment and Performance Bond must be executed by a surety company of recognized standing, licensed to do business in the State of Florida, and having a resident agent.

5.36. Liability, Insurance, Licenses, and Permits

Where the successful respondent is required to enter or go into the City of Clermont property to deliver materials and perform work or services as a result of an award, the respondent will assume the duty, obligation, and expense of obtaining all necessary licenses, permits, and insurance. The successful respondent shall obtain, provide, and maintain during the term of the contract the types and amounts of insurance indicated in this solicitation. Insurance shall be maintained with insurers licensed to sell insurance in the State of Florida and have a B+, VI, or higher rating in the latest edition of A.M. Best's insurance guide. Successful respondent(s) shall name the City of Clermont as an additional insured on all liability policies required as a result of an award. When naming the City of Clermont as an additional insured, the insurance company hereby agrees and endorses the policies, to state that the City will not be liable for the payment of any premiums or assessments. Successful respondent failure to procure or maintain the required insurance program shall constitute a material breach of agreement under which the City may immediately terminate the award or contract.

All work performed shall comply with applicable County and municipal code requirements, as well as the Florida Building Code. The successful respondent shall be liable for any damages or loss to the City, occasioned by the negligence of the respondent, agent, or any person the respondent has designated in the completion of the contract as a result of this solicitation.

5.37. Laws and Ordinances

Respondents are expected to be familiar with and comply with all Federal, State, local and municipal laws, ordinances rules, and regulations that may, in any way affect the services offered. Ignorance on the part of the respondent will in no way relieve it from responsibility for compliance.

5.38. Litigation Venue

The contractual parties waive the privilege of venue and agree that all litigation between them in the State courts shall take place in Lake County, Florida and that all litigation between them in the federal courts shall take place in Central Florida.

5.39. Patents and Royalties

The successful respondent, without exception, shall indemnify, save harmless, and defend the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted or un-patented invention, process, or article manufactured or used in the performance of the contract. If the successful respondent uses any design, device,

or materials covered by letters, patent, or copyright, it is mutually agreed and understood, without exception, that the response prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

5.40. Recycle Content

In addressing environmental concerns, the City of Clermont encourages responses containing items with recycled content. When submitting a response containing items with recycled content, the respondent shall provide documentation adequate for the City to verify the recycled content. The city prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the solicitation, the City may give preference to responses containing items manufactured with recycled material or packaging that is able to be recycled.

5.41. O.S.H.A.

The respondent warrants that the product supplied to the City of Clermont shall conform in all aspects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended. The failure to comply with this condition will be considered a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the respondent.

5.42. Equal Opportunity

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women business enterprises.

5.43. E-Verify

All contractors and subcontractors must utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing the use of the system, to confirm the employment eligibility of:

- A. All persons employed by the contractor during the term of the contract to perform employment duties within Florida; and
- B. All persons, including subcontractors, are assigned by the contractor to perform work pursuant to the contract with the City Department.

The contractor and subcontractors hereby acknowledge and agree to adhere to the provisions of Section 448.095, Florida Statutes (2020), as amended from time to time. Failure to comply with Section 448.095, F.S. will result in termination of the contract. The contractor will not be awarded another City contract for at least one (1) year from the date of contract termination and the contractor will be liable for any additional costs incurred by the City as a result of contract termination.

6. Submittal Requirements

6.1. Submittal Requirements*

By submitting a response to this solicitation, the respondent has read, understands, and acknowledges the following documents must be submitted with their response or the submittal may be deemed non-responsive.

- Completed Vendor Information and W-9 form;
- Work References Form;
- Non-Collusion Declaration;
- E-Verify Confirmation
- Proof of insurance/evidence of insurability (see Insurance Requirements);
- Licenses and certifications.

Please confirm

*Response required

6.2. Time of Completion*

Time of completion, after receipt of equipment and vehicle, should not exceed forty-five (45) calendar days.

Enter the number of calendar days for completion if different from above.

*Response required

6.3. Vendor Information & W-9*

Please download the Vendor Information form, complete it, and upload it with a copy of your W-9.

- [Vendor Information.pdf](#)

*Response required

6.4. Minimum Qualifications*

Please provide evidence of meeting the minimum qualifications stated in the scope of work by uploading your company performance/experience.

*Response required

6.5. Proof of Insurance*

Please upload proof of insurance as per the requirements stated in the Response Procedures section of this bid.

*Response required

6.6. Work References*

Please download, complete, and upload the Work References form.

- [Work References.pdf](#)

*Response required

6.7. [Additional Information](#)

Upload additional information pertaining to this solicitation.

6.8. [Conflict of Interest Disclosure*](#)

I HEREBY CERTIFY that:

- A. I, the Individual submitting this response, am a duly authorized representative of the firm (Respondent), and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
- B. Except as listed below (in the following question), no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
- C. This bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same services, and is in all respects fair and without collusion or fraud.

Please confirm

*Response required

6.9. [Exceptions to Conflict of Interest Disclosure*](#)

List any exceptions here, or type "N/A".

*Response required

6.10. [Drug-Free Workplace*](#)

The undersigned Bidder in accordance with Florida Statute 287.087 hereby certifies that:

- A. 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.
- B. 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.
- C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
- D. 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 1892 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.

- E. 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.
- F. 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.

Select all that apply

- The respondent has a drug free workplace policy as identified in the company policy attached to this certification.
- The respondent has a drug free workplace policy that is in compliance with Chapter 287.087, Florida Statutes.
- The respondent has a drug free workplace policy that is in compliance with the outline above.
- The respondent does not currently have a drug free workplace policy but is willing to comply with the requirements as specified in the outline above.

*Response required

6.11. Drug-Free Workplace Policy

If the company has a drug-free workplace policy, please upload such policy in this section.

6.12. Non-Collusion Statement*

The undersigned declares:

I am an authorized representative with binding authority for my company, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby

represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder. I declare under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct and that this declaration is executed on the date this bid is submitted.

Please confirm

*Response required

[6.13. Agreements with Other Government Agencies](#)

This section is optional and will not affect the contract award. If the City of Clermont awarded your company, would your company sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it.

Yes

No

[6.14. E-Verify Confirmation*](#)

The undersigned declares that the company submitting this bid complies with the following:

All contractors and subcontractors must utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the contractor during the term of the contract to perform employment duties within Florida; and
2. All persons, including subcontractors, assigned by the contractor to perform work pursuant to the contract with the City Department.

The contractor and subcontractors hereby acknowledge and agree to adhere to the provisions of Section 448.095, Florida Statutes (2020), as amended from time to time. Failure to comply with Section 448.095, F.S. will result in termination of the contract. The contractor will not be awarded another City contract for at least one (1) year from the date of contract termination and the contractor will be liable for any additional costs incurred by the City as result of contract termination.

Please confirm

*Response required

[6.15. Sunbiz Registration*](#)

Please provide your Federal ID Number to verify your Sunbiz Registration.

*Response required

[6.16. Terms & Conditions*](#)

By confirming below, the respondent agrees to all terms, conditions, and specifications as stated in this solicitation, and is acting in an authorized capacity to execute this response. The

respondent also certifies that it can and will provide and make available, at a minimum, the items set forth in this solicitation.

Please confirm

*Response required

6.17. Q&A Acknowledgement*

I certify that I have read, reviewed, and hereby acknowledge the project Questions & Answers (Q&A) which shall be as binding as an addendum, and if necessary, I have applied the Q&A to my response accordingly.

Please confirm

*Response required

6.18. Supplemental Questionnaire

6.18.1. Respondent Information*

Enter the following:

- A. Respondent's Name
- B. Official Representative
- C. Principal Office Address

*Response required

6.18.2. Type of Business*

- Individual
- Partnership
- Corporation

*Response required

6.18.3. Business Information*

If a Corporation, answer this:

- A. When Incorporated
- B. In what State
- C. President's Name
- D. Vice-President's Name
- E. Treasurer's Name
- F. Members of Board of Directors

If a Partnership, answer this:

- A. Date of organization
- B. General or Limited Partnership

C. Name and Address of Each Partner

*Response required

*6.18.4. How many years has your organization been in business under the present business name? **

*Response required

*6.18.5. Does your organization have current occupational licenses entitling it to do the work/service contemplated in this solicitation?**

Indicate Yes or No. If no, please explain.

*Response required

*6.18.6. Please state license(s) type and number.**
(attach copies with your "Bid" above)

*Response required

*6.18.7. Have you ever had a contract terminated due to failure to comply with contractual specifications?**

Indicate Yes or No. If yes, state where and why.

*Response required

*6.18.8. Has any Person or persons interested in this solicitation been convicted by a Federal, State, County, or Municipal Court of any violation of law, other than traffic violations?**

Indicate Yes or No. If Yes, Explain any convictions.

*Response required

*6.18.9. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest.**

- A. List all pending lawsuits
- B. List all judgments from lawsuits in the last five (5) years
- C. List any criminal violations and/or convictions of the respondent and/or any of its principals

If this does not apply, type "N/A"

*Response required

*6.18.10. Conflicts of Interest**

The following relationships are the only potential, actual, or perceived conflicts of interest in connection with this proposal.

If none, type "N/A"

*Response required

6.18.11. Supplemental Questionnaire*

The respondent understands that information contained in this form will be relied upon by the City in making an award recommendation and such information is warranted by the respondent to be true. The undersigned respondent agrees to furnish such additional information, prior to award recommendation. The respondent further understands that the information contained in this form may be confirmed through a background investigation conducted by the City of Clermont Police Department. By submitting this questionnaire the respondent agrees to cooperate with this investigation, including but not necessarily limited to fingerprinting and providing information for credit check.

Please confirm

*Response required