



CITY OF SEMINOLE
9199 – 113TH STREET NORTH
SEMINOLE, FL 33772

INVITATION TO BID (ITB)

CITY OF SEMINOLE **24 PASSENGER SHUTTLE BUS**

The City of Seminole is soliciting an invitation to bid for a shuttle bus for the Recreation Department. The shuttle bus should be capable of accommodating 24 passengers, whether they are adults or children. Shuttle bus models submitted for this invitation to bid shall include equipment with air conditioning, individual seats, and meeting all applicable FMVS requirements.

All bids should include: 5-year/100,000-mile warranty, delivery to Seminole Recreation, lettering and logo. All labor, freight, and equipment for complete installation for the design submitted.

Sealed bids will be received by the Office of the City Clerk, 9199 113th Street North, Seminole, FL **until Friday, December 17, 2021 by 11:00 AM.** Bids will be publicly opened and acknowledged at City of Seminole, City Hall Council Chambers, 9199 113th Street North, Seminole, FL 33772.

Submittals should be delivered to:
Office of the City Clerk
9199 113th Street N, Seminole, FL 33772

NO Pre-Bid meeting is scheduled at this time.

All questions shall be submitted via email to **Director of Recreation, Becky Gunter**, at bgunter@myseminole.com and must be received no later than **1:00 PM, local time, on December 9, 2021**. Responses to all questions will be posted in an addendum on the City's website under Public Notices and on www.demandstar.com. The responsibility for submitting Bids to the City of Seminole shall be solely and strictly the responsibility of the Bidder. City employees shall in no way be responsible for delays caused by the United States mail delivery or caused by any other occurrence. Bids received after the time and date stipulated shall be considered non-responsive and returned to the Bidder unopened.

Documents can be downloaded from Demand Star, or our City website www.myseminole.com under Public Notices tab after **11:00 AM on Wednesday, November 17, 2021.**

Bids will be publicly opened on Friday, December, 17 2021, at 11:00 A.M. at City of Seminole, City Hall, Council Chambers located at 9199 113th Street N, Seminole, FL 33772.

**INVITATION TO BID
CITY OF SEMINOLE
SHUTTLE BUS**

Preparation of Bids

The City of Seminole's Recreation Department utilizes a shuttle bus for various programming including Senior Trips, field trips for Summer Camp, and various other programming where transportation is provided. The Recreation Department is looking for bids for two options in a shuttle bus: the first bid should be for a passenger bus which would accommodate 24 passengers plus a driver. The second bid should be for a passenger bus which would accommodate 24 passengers, a driver, and which would contain a rear luggage area. Bids should follow the format of this ITB and structure responses to follow the sequence of the Bid Submittal Instructions when submitting a bid. An Evaluation Committee will evaluate the bids received based on responsiveness to the evaluation criteria below and price information provided on the fee schedule. Those vendors submitting bids should design within these parameters and shall provide the following information in an electronic format with their submission, plus one hardcopy (print) format for:

1. Company name, address, contact information, and qualifications.
2. List of manufacturers for all equipment proposed with addresses and contact information.
3. Provide the Manufactures Spec sheet for the vehicle showing the interior and exterior of the vehicle.
4. Full product specifications for each system proposed that include general equipment specifications and individual specifications for each component in the design.
5. A copy of the Manufacturer's Warranty for the vehicle bid, which includes all warranty terms and conditions.
6. A statement of the expected time between the City's award and purchase order issuance to the City's taking delivery of the vehicle.
7. References: List three (3) other governmental or institutional buyers for which the bidder has supplied similar vehicles in the past two years, to include the buyers' names, agent or representative names, addresses, telephone numbers, and email addresses.

Bids omitting any of the above listed information from the original submission may be disqualified as non-responsive, and said bid will be disqualified.

Minimum Exterior Features:

- Fully welded steel cage construction with laminated sidewall structure meeting all applicable FMVSS requirements
- "Starview" driver's visibility window in front of entry door

- Electric actuated passenger entry door with full length glass
- 36" wide x 36" high upper double T-Slider tempered safety glass windows with climate control tint
- Black powder coated steel rear bumper, rear mud flaps
- Pre-painted white galvanized steel sidewalls and skirts
- Fiberglass front and rear caps
- One-piece seamless FRP (Fiberglass reinforced plastic) roof
- Breakaway rearview mirrors with built-in convex
- Sealed LED stop, tail, and turn signal lights with reverse lights
- Exterior LED front and rear marker lights

Minimum Interior Features:

- 93" interior width
- 80" interior floor to ceiling height (raised floor is 75")
- Floor and wall seat track for flexible seating
- Black Gerflor slip resistant floor covering
- 5/8" exterior grade plywood flooring
- White step nosing
- 1.25" left hand vertical passenger assist rail at entry door
- Printed circuit board with automotive fuses and LED trouble shooting lights
- LED entry door step well lights, and LED driver/ Passenger area

Floorplan Description:

Option 1- 24 passengers plus driver plus rear luggage

Option 2- 24 passengers plus driver (no rear luggage)

Chassis & Shell Description:

2022 Senator II MVP- FORD E450

Senator II MVP 27' 212" WB E-450 6.8L Gas w/ 225 AMP OEM Alt

Special Instructions or Notes: Dual Compressor Bracket for 2021/22 Chassis

Special Build Order: StarTrans 5 year/ 100,000 Mile Limited Warranty

Electrical Systems: Intermotive Flex Tech Electrical Systems

Sidewall/ Rear wall/ Ceiling: Sidewall/Rear wall & Ceiling: Grey Fiber-reinforced polymer (FRP)

Driver Area: Grey Padded Vinyl

Flooring: minimum of White Nosing

Aisle: Gerflor Sirius NT #6801 Graphite (Black)

Under Seats: Gerflor Sirius NT #6801 Graphite (Black)

Chassis: Stainless Steel Wheel Insert, set of 4 (2 front & 2 rear) Ford E & GM

Intermotive Gateway Fast Idle Does not require park break to be set

Environmental Control:

Trans/Air Conditioning System to be able to maintain cabin temperature of below 75 in the Florida heat of 98 degrees.

Dual compressor systems ceiling mount evaporator

TA7723 Super 110k TA77 (1)SMC2L (1)SMC3L 10 C.I.D (Ford 6.8L Gas)

Cabin Heaters

Exterior Lights

Surface Mount LED entry door exterior light

Interior Lights: Door activated interior lights

Audio/Visual: Deluxe AM/FM with clock and Blue Tooth

Doors/Hatch/Windows:

Passenger Door- Electric

Passenger Door 36" Rough Opening

Electric actuated passenger entry door with full length glass

Ground to first step is no more than 10" or a retractable three step

Luggage Rack/Storage:

Rear Luggage Area with Rear Door, Felt Liner, Escape Hatch, Light, Rubber Floor

Safety Options:

10 lb fire extinguisher with bracket

Backup Alarm SAE Type C 97db(A)

Back-up Camera System with 7" rearview monitor

White Standee Line

Seating:

Seat Belt Loop Each (non-retractable)

Driver- Shield FC Recliner, RH Arm, 4 position lumbar, mesh pocket

Freedman Shield & Lo Cam Driver seat fabrics

Driver Seat Cover-Grey Vinyl, Level 1

Passenger-

Activity Seats (No bench seating)

STD Rigid seats

Mid high Double seat

Passenger Seat Fabrics- Grey Vinyl, Level 1 Newport Vinyl

Grey Vinyl Seat Covering

Grab Rail/Stanchions/Panels:

Left Hand Entry Vertical Grab Rail- ¼"

1 ¼" Dual Entry Grab Rails Parallel to entrance steps (both sides)

Stanchion and Modesty Panel at Entry Door

Stanchion and Modesty Panel behind Driver

Add Tinted Plexiglass Upper Panel

ADDITIONAL INFORMATION FOR SHUTTLE BUS INVITATION TO BID

Scope of Bid

The successful bidder shall provide and deliver the vehicle to the City of Seminole and include in its bid price all shipping and delivery costs to the City. Bidders submitting a bid are agreeing that they will hold their pricing firm for a period no less than 180 days from the date of bid opening.

Rights of the City

The City reserves the right to reject any and all bids or part thereof, to waive all technicalities, or to negotiate separately in a manner necessary to serve the best interests of the City. It also reserves the right to be the sole judge of the suitability of all bids for use by the City. The City reserves the right to waive informalities and to terminate this solicitation process.

Definitions

- A. The "City of Seminole" shall also be understood to be completely interchangeable with the terms "City," "Department," or "Purchaser."
- B. "Bidder" shall also be understood to be synonymous with the terms "Contractor" or "Vendor."

Preparation of Bid

To be considered, all bids shall be made in accordance with this ITB. The eventual agreement entered into between the City and successful bidder, whether it be by Purchase Order or other document, shall include the terms of this ITB and the successful Bidder's bid. In the event of a conflict between such documents, the City's form of agreement and ITB shall prevail.

Bids will be prepared in accordance with the following:

- A. All forms and required information submissions shall be included with the Bidder's bid. Failure to provide all required information and to complete and execute all necessary form will result in the bid being found non-responsive.
- B. The City's enclosed Vendor Bid Form is to be completed and to accompany every bid.
- C. All information required by the bid form shall be furnished. Bidders shall print or type their names and manually sign their bids.
- D. The City of Seminole is exempt from payment of sales taxes so Bidders bids shall not include sales taxes in bid prices. An exemption certificate will be signed, where applicable, upon request.
- E. Each Bidder shall thoroughly examine and be familiar with the specifications set out in this ITB. Failure or omission of any Bidder to receive or examine any form,

instrument, addendum or other documents, shall in no way relieve the Bidder from any obligation with respect to complying with the terms of the eventual Purchase Order or other form of contract between it and the City. The submission of a bid shall be taken as prima facie evidence of knowledge of the terms of this section.

- F. Vendors are advised that all City contracts are subject to all legal requirements provided for in the Purchasing Policy and/or State and Federal Statutes.
- G. All questions shall be submitted via email to Director of Recreation, Becky Gunter, at bgunter@myseminole.com and must be received no later than **1:00 PM, local time, on November 11, 2021**. Responses to all questions will be posted in an addendum on the City's website under Public Notices and on www.Demandstar.com.
- H. No oral interpretations will be made to any bidder as to the meaning of the Specifications or any other Contract Documents. Every request for such an interpretation must be in writing and shall be received by the Director of Recreation by the deadline set forth herein. Where necessary, interpretations made to a bidder will be in the form of an Addendum to the Contract Documents, and when issued, will become part of this ITB. All addenda will be posted on the City website and it shall be the Bidders' responsibility to monitor for and review any addenda issued.
- I. 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. Bidders shall submit with their bids any descriptive literature, and/or complete specifications for alternative brand products. Reference only (by provision of a web link or similar means) to literature, or references to documents provided in prior bids, will not satisfy the requirement to provide actual copies of relevant product literature. Bidders shall also explain in detail the reasons why the proposed equivalent will meet the listed minimum specifications and not be considered an exception thereto. Bids which do not comply with these requirements will be deemed non-responsive.
- J. Conditional bids, which seek to except any minimum requirement of the City, will be deemed non-responsive.

Submission of Bids

- A. All bids shall be complete and should convey all information requested by the City. If errors are found in the vendor's bid, the City will be the sole judge as to whether that variance is significant enough to reject the bid.
- B. The City will not be responsible for any expenses incurred by any firm in preparing and submitting a response or traveling to conduct interviews or demonstrations.

- C. All bids shall provide straightforward, concise delineation of the firm's capabilities to satisfy the requirements of the request. Emphasis should be on completeness and clarity of content. The City or its agents shall be the sole judge of quality and completeness in its best interest. The City's decisions regarding such matters shall be final.
- D. **Bids shall be enclosed in sealed envelopes addressed to the Office of the City Clerk, at 9199 113th Street North, Seminole, FL 33772.** The name and address of the vendor, the date and hour of the bid opening and the material or service to be provided shall be placed on the outside of the envelope.
- E. Bids must be submitted via hand-delivery, U.S. Mail or courier service. Faxed or emailed bids will not be considered.
- F. **Additional Purchases by Other Public Agencies.** The bidder by submitting a bid authorizes other public agencies to "Piggy-Back" or purchase equipment and services being proposed in this ITB.

Rejection of Bid

- A. The City may reject a bid if:
 - i. The vendor misstates or conceals any material fact in the bid,
 - ii. The bid does not strictly conform to the law or requirements of the bid,
 - iii. Bidders fail to follow the submission instructions in this ITB, or
 - iv. The bid is conditional.
- B. The City will award to the lowest responsive, responsible Bidder. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance. The responsibility of Bidders will be considered by the City's staff once bids are opened. The City reserves the right to reject or otherwise disregard any ambiguous bids which are uncertain as to terms, delivery, quantity, quality or compliance with these specifications. The City also reserves the right to reject any or all bids when in the City's judgment, the vendor is not in a position to supply the equipment.

Withdrawal of Bid

- A. Any bid may be withdrawn up until the due date and time set for opening of the bids. Any bid not so withdrawn shall, upon opening, shall constitute an irrevocable offer for a minimum period of 90 days to sell to the City the goods or services set forth in the IFB, until one or more of the Bids have been duly accepted by the City.
- B. Bids may be withdrawn prior to the time set for the opening. Withdrawal of a submitted bid must be made in writing, signed by the official who signed the original bid, and delivered to the City prior to the bid submission deadline.

Late Bids or Modifications

- A. Bids or modifications received after the time set for the opening will not be considered.
- B. Substitute bids received prior to the time set for the opening will be accepted.
- C. Vendors will be allowed to make arrangements for inspections necessary to complete their bids.

Award of Contract

- A. The contract will be awarded to the best **responsible** bidder whose bid conforms to the Invitation to Bid and is most advantageous to the City of Seminole. Bids received shall be evaluated by the Recreation Department and Fleet Division to include, but not be limited to, the following criteria:
 - 1. Durability
 - 2. Ease of Maintenance
 - 3. Warranty
 - 4. Cost
 - 5. Schedule – Availability
 - 6. Ability of Company
 - 7. Experience of Company with similar size and type of projects
 - 8. Manufacture time
 - 9. Safety Compliance
- B. A statement of financial condition and/or Dun and Bradstreet rating may be required by the purchaser prior to any award of contract.
- C. The vendor shall disclose any current or pending recalls and current or pending litigation regarding failure to deliver or comply with specified components on complete apparatus.
- D. A purchase order or similar acceptance of a bid by the City shall result in a binding contract without further action by either party.

Prices, Terms and Payment

- A. **All prices must be specified on the Vendor Bid Form.**
- B. All prices quoted must be “per unit” as specified.
- C. Any and all discounts or rebates, except cash discounts for prompt payments, must be incorporated as a reduction in the bid price and not shown separately. The price as shown on the bid shall be the price used in determining award(s).
- D. Prices shall be firm and good for one hundred eighty (180) days after the bid opening.
- E. Bids shall not include federal excise or state sales taxes in bid prices of products only as these are not applicable to municipalities.

- F. Full payment will be made when the items are received, inspected and found to comply with specifications, and properly invoiced. All invoices shall bear the purchase order number. Final payment will be made within thirty (30) working days of receipt of said invoice.

Collusion

The vendor, by affixing its signature to this bid, agrees to the following: “Vendor certifies that its bid is made without previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same item(s) and is in all respects fair without outside control, collusion, fraud or otherwise illegal action.”

Variance in Condition

Any and all special conditions and specifications attached hereto, which vary from these General Conditions, shall have precedence.

City Indemnification Regarding Patents and Copyrights

The Vendor agrees to indemnify, save harmless and defend the City, its officials, agents, servants and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and reasonable attorney’s fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to any property, which may arise or which may be alleged to have arisen, whether in whole or in part, out of or in connection with the actions or omissions of the Vendor, the Vendor’s agents, subcontractors, delegates, transferees or assigns or anyone else for which acts the Vendor may be liable.

Public Information

- A. After bid opening, any and all information set forth in a bid is considered public and may be reviewed by any persons interested in doing so.
- B. Vendors shall comply with Florida Statutes § 119.0701, and shall specifically:
 - 1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - 2. Provide the public with access to the public record on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost otherwise provided by law.
 - 3. Ensure that public records that are exempt of confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in the possession on the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records that are confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public Agency in a format that is compatible with the information technology systems of the public agency.

"Or Equal" Determination

Where proposing other than specified, the determination of equivalency will be at the sole discretion of the City and its specialized personnel.

**VENDOR BID FORM
FOR
SHUTTLE BUS**

SIGNATURE ACKNOWLEDGEMENT

To: City of Seminole, a Florida municipal corporation

Date: _____

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same construction, service, or material and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Request for Bid and certify that I have read and understand the bid documents. I have completed and submitted all bid submittals and I am authorized to sign this bid for the Vendor. In submitting a bid to the City, the Vendor offers and agrees that if the bid is accepted, the Vendor will convey, sell, assign or transfer to the City all rights, title, and interest in and all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Vendor.

VENDOR NAME

AUTHORIZED SIGNATURE (MANUAL)

MAILING ADDRESS

NAME AND TITLE (TYPED/PRINTED)

CITY, STATE and ZIP CODE

(AREA CODE) TELEPHONE NUMBER

EMAIL

Total Lump Sum Bid: \$ _____

_____ dollars and _____ cents. Assembly and delivery price for FOB Destination, 9100 113th Street North, Seminole, FL 33772.

Make/Model Offered: _____

Warranty Offered: _____

Days required for delivery after Receipt of Order: _____ Days

VENDOR SWORN STATEMENT ON PUBLIC ENTITY CRIMES
FLORIDA STATUTES § 287.133(3)(a)

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(print name of public entity)
by _____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)
whose business address is _____
and (if applicable) its Federal Employer Identification Number (FEIN) is _____.

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(1) (a), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECITON 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 2021.

Personally known _____ or produced identification _____.
(Type of identification)

State of Florida

County of _____

My commission expires

(Notary Public)