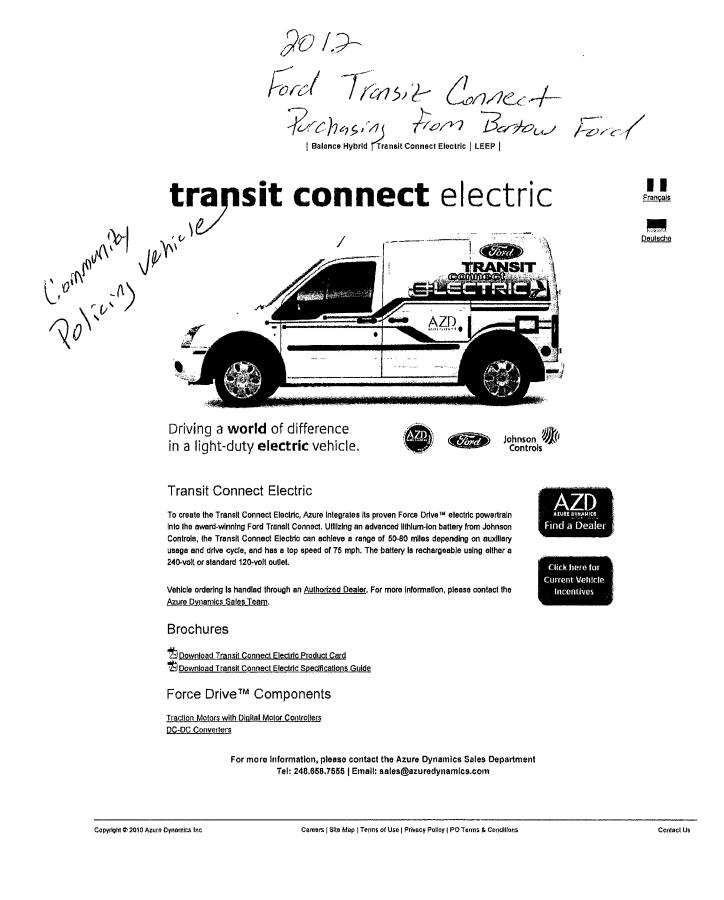
# TAB 5

	City of Palmetto Meeting Date Agenda Item
Presenter: Ji	m Freeman Department: City Clerk
	e of electric plug-in vehicles
The City was Efficiency Blo the second er City will start purchase two	awarded two \$250,000 for energy efficient enhancements as part of the Energy ck Grant (EECBG) state program. This item is one of two tasks associated with hergy grant the City received(ARS050 now #17676). As part of the grant, the an alternate fuel demonstration program. The grant calls for the City to electric plug-in vehicles.
November 1, quotes for the	ed an Invitation to Bid(ITB) on September 19, 2011. Responses were due on 2011. The City received one response from Bartow Ford. The City also received e Chevy Volt from several dealers. Based on the ITB and the quotes received, sing to purchase the following two vehicles:
Vehicle Type Ford Transit C Chevy Volt	Unit Price onnect \$52,448.00 \$37,664.86 Total \$90,112.86
Amount:	proxim ately 55,000 Budget Page No(s): Available Amount: \$95,000 Expenditure Amount: \$95,000 Available Amount: \$95,000 Available Amount: \$95,000 Available Amount: \$95,000 Available Amount: \$95,000 Available Amount: \$95,000 Available Amount: \$95,000 Available Amount: \$95,000 Available Amount: \$95,000 Available Budget Page
Additional Budg Information:	This expenditure is being paid for from the grant dollars the City was awarded as part of the \$250k EECBG grant.
Funding Source(s):	Sufficient $x \square Yes$ Budget $x \square Yes$ Funds $\square No$ Amendment $\square No$ Source:Available:Required:
City Attorney Reviewed:	X Yes   Advisory Board   For   Consistent   Yes     No   Recommendation:   Against   With:   No     N/A   X N/A   N/A
Potentlal Motion/ Direction Requested:	Motion to approve and authorize the City to purchase one(1) Ford Transit Connect EV and one(1) Chevy Volt as part of the EECBG Grant #17676 in an amount not to exceed \$90,112.86.
Staff Contact:	Jim Freeman
Attachments:	ITB document and quotes, Pictures of vehicles



2012 chevy volt Search Images < Back to results 册室 6.35 2012 Cherry Volt Purchasig From George Natures Cheverolet in Wildwood, FL 2012 Chevrolet Volt Hatchback Pictures 434 x 328 | 12.6 KB Image may be subject to copyright Full Image View All Image Results Uit/ Hall Vehicle Admin Vehicle Original page: http://autos.aol.com/cars-Chevrolet-Volt-2012/photos/ CHEVROLET VOLT Volt boasts an EPA-ost. 35 miles of electric range and up to a total of 375 miles on a full charge and tank of gas." Build Your Own Request a Quolo Locate a Dealer

[MAIL] You might also like: Autoblog, Autoblog Green and More

En Espai/a>



## CITY OF PALMETTO Request for Quotes

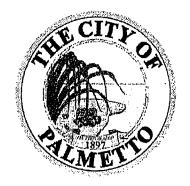
## Alternate Fuel Vehicle - Chevy Volt

Company	Quote Date	Availability	Total
George Nahas Chevrolet - Wildwood, FL	11/4/2011	Will Order for 3/1/12 Delivery	\$37,664.86 Quote
Bartow Chevrolet - Bartow, FL	11/6/2011	Will Order for 3/1/12 Delivery	\$38,706.00
Champion Chevrolet - Tallahassee, FL	11/4/2011	Will Order for 3/1/12 Delivery	\$39,015.50
Alan Jay Chevrolet - Sebring, FL	11/2/2011	Will Order for 3/1/12 Delivery	\$44,590.00
Gordon Chevrolet - Tampa, FL	11/3/2011	In Stock	\$44,818.50
Cox Chevrolet - Bradenton, FL	11/15/2011	In Stock for Trade	\$39,582.00

## **CITY OF PALMETTO**

## **INVITATION TO BID**

## **ELECTRIC VEHICLES PLUG-IN HYBRID VEHICLES**



September 19, 2011

Please Submit Response No Later Than 2:00pm EST on November 1, 2011 In order to be considered for this solicitation.1. Bidder must be an original manufacturer, or distributor and/or dealer authorized by the manufacturer.

#### 2.2 Examination of ITB Documents

Dealer shall promptly examine all of the ITB documents after receipt and report to the person named in 1.1 (Questions Prior to the Closing Date) of any errors, omissions or ambiguities discovered therein, or soon as possible or at least five (5) working days prior to the closing date.

#### 2.3 Bid Structure and Content

The requirements of the organization and content of a bid are described in Section 4 of this document. We ask that Bidder's carefully review this section for compliance.

#### 2.4 Bid Submission Deadline

Submissions are due by <u>2:00pm on November 1, 2011</u>. Refer to Section 2.5 for additional details regarding submission of your Bid.

#### 2.5 Bid Submission Details

The City requires at minimum one (1) original and one (1) hard copy of all submission material to facilitate review. The City reserves the right to photocopy the submission for the purposes of review. Hard copies are to be clearly labeled "ITB ALTERNATE FUEL VEHICLE" and received in City Hall no later than the ITB closing date noted in Section 2.4 to:

City of Palmetto c/o Nixa Haisley 516 8<sup>th</sup> Avenue W Palmetto, FL 34221

#### 2.6 Late Bids

Bids received after the date and time specified will not be considered. Bids submitted to an address other than as specified above will not be considered. <u>Email bids will not be accepted</u>.

#### 2.7 Discretion of the City

The City reserves the right to accept or reject any and/or all Bids, to waive irregularities and technicalities, and to request resubmission. Also, the City reserves the right to accept all or any part of the Bid and to increase or decrease quantities to meet additional or reduced requirements of the City. Any sole response received by the first submission Bids will be reviewed for best value; the most responsive, responsible bidder who makes the lowest bid to sell goods and/or services of a quality which conforms closest to or most exceeds the quality of goods and/or services set forth in the attached specifications or otherwise required by the City, and who is fit and capable to perform the bid as made and best meets the interest of the City.

To be responsive, a bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the ITB.

To be a responsible bidder, the Bid 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 assure good faith performance. Also, the City reserves the right to make such investigation as it deems necessary to determine the ability of any bidder to furnish the service requested. Information the City deems necessary to make this determination shall be provided by the bidder. Such information may include, but shall not be limited to: current financial statements, verification of availability of equipment and personnel, and past performance records.

#### 2.8 Announcement of Award

The successful bidder will be advised that they have been identified as the party whom the City wishes to enter into contract for the purchase of the vehicles. Unsuccessful bidders will be informed, via email, shortly after the City has selected the successful bidder.

#### 3.0 PROJECT DETAILS

#### 3.1. Background

The City of Palmetto is soliciting bids from responsible and authorized dealers to furnish pricing and availability for the 2012 Chevrolet Volt, the 2012 Ford Focus EV, the 2012 Ford Transit Connect Electric and the 2012 Ford Escape Hybrid. The specifications for each vehicle are listed below in section 3.2.

The intent of these specifications is to insure the delivery of a complete unit(s) ready for operation. Omission of any essential detail from these specifications does not relieve the dealer from furnishing a complete unit. The unit shall comply with all Motor Vehicle Safety Standards as established by the U.S. Department of Transportation, all of the latest issues of ANSI Standers and OSHA Standards, and all other required Federal and State of Florida legal requirements and standards.

#### **3.2 Vehicle Specifications**

The following specifications are requested for each vehicle:

#### 2012 Ford Escape Hybrid

#### Standard features should include:

2WD Rapid Spec 500A. The City is interested in the standard package and no options are desired.

Exterior Color- White Suede Interior Color- Premium Stone Cloth

#### **Optional Features should include:**

None

The preceding list of specifications is the preferred list, however, the City is willing to consider other options subject to inventory availability. Please document any deviation to the specifications on a separate page titled "Exceptions to Specifications".

#### 2012 Ford Transit Connect Electric Wagon

#### **Standard Features should include:**

The City would like all equipment for the Transit Connect Wagon to be standard. No optional features are desired.

Exterior Color: Frozen White Interior Color: Gray Cloth

#### **Optional Features should include:**

None

The preceding list of specifications is the preferred list; however, the City is willing to consider other options subject to inventory availability. Please document any deviation to the specifications on a separate page titled "Exceptions to Specifications".

#### 3.3 FOB Point and Delivery

The City would like to receive the vehicles as soon as possible and preferably before the end of 2011. However, if this is not possible, the deadline to receive the vehicles is March 1, 2012. All items shall be shipped FOB Destination: 516 8th Ave, Palmetto, FL 34221. One week prior to delivery, the bidder should contact the Purchasing Department,

#### 3.10 Tax Rebates or Dealer Incentives

Bidder shall identify and pass through all tax rebates and dealer incentives to the City of Palmetto. Any rebates or dealer incentives should be disclosed on the "Price Schedule". All pricing that is submitted by the bidder should be net of any rebates or incentives.

#### 4.0 TERMS & CONDITIONS

#### 4.1 Termination of the ITB

The City may terminate this ITB for any reason at any time without liability to any other dealer for the cost of preparing and submitting a Bid.

#### 4.2 Contractual Obligations

The ITB neither expresses nor implies any obligation on the part of the City to enter into a contract with any Dealer submitting a Bid.

#### 4.3 Indemnification of the City

Bidders agree to indemnify and hold harmless the City, its officers, director, volunteers, successors, and assigns from and against any and all direct loss, liability, claim, damages, or expenses (including legal fees on a complete indemnity basis), which may be brought against the City by any third party pertaining to the goods and services that are the subject of this ITB.

#### 4.4 Previous Communications between the City and Dealers

This ITB document contains the entire requirements relating to this Invitation to Bid. Other information and/or documentation provided to the dealer or obtained by the dealer prior to the release of this ITB shall not have any force or effect.

#### 4.5 Governing Law

It is agreed and understood by both parties that the laws of Florida as applicable govern this ITB and any potential subsequent agreements.

#### 4.6 Clarification of Intent

Without prejudice to the City's right to reject submissions of non-compliance, the City reserves the right to request clarification in writing where the Dealer's intent is unclear or to request amendment where, in the City's opinion, minor non-compliance is involved. In addition, the City may require additional information form Dealers, at its discretion.

"Acceptance" as herein used means the acceptance by the City of Palmetto after the Purchasing Agent or her authorized agent has, by inspection or test of such items, determined that they fully comply with specifications.

Deliveries of all items shall be made as soon as possible or as specified. In the appropriate blank on the bid form, the vendor will indicate the best delivery date after receipt of order. Deliveries resulting from this bid are to be made during the normal working hours of the City. Time is of the essence and the Bidder's delivery date must be specified and adhered to. Should the bidder to whom the order is awarded, fail to deliver on or before his stated date, the City reserves the right to CANCEL the order and make the purchase elsewhere. The successful bidder will be responsible for making any and all claims against carriers for missing or damaged items. The City of Palmetto may return, for full credit any item(s) received which fail to meet the City's performance standards.

#### 4.13 Federal and State Tax

The City is exempt from Federal Tax and State Tax for Tangible Personal Property. The Purchasing Department will provide an exemption certificate to the successful bidder. Dealers doing business with the City of Palmetto shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Dealer be authorized to use the City's tax Exemption Number in securing such materials.

#### 4.14 Bidder's Pricing

Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of bid opening. Bids having erasures or corrections must be initialed in ink by the bidder. In the event of extension error(s), the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the bidder's total will be corrected accordingly. Bidders may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost of the bid evaluation purposes unless otherwise specified in special conditions. Bidders should reflect any discounts to be considered in the unit prices bid.

#### 4.15 Bidder's Understanding

The bidder shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications of the items bid upon. Any deviation from specifications listed herein must be clearly indicated, otherwise it will be considered that the items offered are in strict compliance with these specifications, and the successful bidder will be held responsible therefore; deviations must be explained in detail on an attached sheet(s) and itemized by number. Any item or items that do not meet City specifications upon delivery will not be accepted and if the item cannot be brought up to specifications in a reasonable time, the bidder will be required to compensate the City for the difference in price entailed in going to the next qualified bidder.

#### 4.19 Acceptance/Rejection

The City of Palmetto reserves the right to accept or to reject any or all bids and make the award to that bidder, who in the opinion of the City will be in the best interest of and/or the most advantageous to the City. The City of Palmetto also reserves the right to reject the bid of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who is not in a position to perform properly under this award. The City reserves the right to inspect all facilities of bidders in order to make determination as to the foregoing. The City reserves the right to waive any irregularities and technicalities and may, at its discretion, request a re-bid. The Purchasing Agent reserves the right to reject any or all bids, in whole or in part, and to waive any informality in any proposal. Additionally, proposals may be considered irregular and may be rejected if the proposal:

- a. Does not conform to the requirement of the bid
- b. Shows omissions
- c. Bid form is altered
- d. Additions are added which were not called for
- e. Conditional terms by bidder
- f. Unit prices are, in the opinion of the City, unbalanced either in excess or below the reasonable cost analysis values
- g. Abandonment of the project
- h. Bids are over the approved budget for the project

#### 4.20 Bid Forms

All forms listed on the Checklist must be completed. Bids on vendor quotation forms shall not be accepted.

#### 4.21 EEO Statement

Equal Opportunity: The City of Palmetto believes in equal opportunity practices, which conform to both the spirit and the letter of all laws against discrimination, and is committed to nondiscrimination because of race, creed, color, sex, age, or national origin.

#### 4.22 As Specified

A purchase order will be issued to the successful bidder with the understanding that all items delivered must meet the specifications herein. Items delivered not as specified will be returned to the vendor at no expense to the City of Palmetto.

#### 4.23 Bankruptcy/Insolvency

for a period of 36 months from the date of being placed on the convicted dealer list. Any person must notify the City within 30 days after a conviction of a Public Entity crime applicable to that person or to an affiliate of that person.

#### 4.29 Drug Free Workplace

The City of Palmetto is a Drug Free Workplace. It is required that the attached Drug Free Workplace Form be signed and returned to this office with the bid.

#### 4.30 Disclosures and Disclaimers

Any action taken by the City in response to bids made pursuant to this ITB or in making any award or failure or refusal to make any award pursuant to such submittals, or in any cancellation of award, or in any withdrawal or cancellation of this ITB, either before or after issuance of an award, shall be without any liability or obligation on the part of the City or their advisors.

In its sole discretion, the City may withdraw this ITB either before or after receiving bids, may accept or reject bids, and may accept bids which deviate from the ITB. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting bids in response to this ITB.

Following submission of a bid, the Bidder agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the submittal and/or the Bidder, including the Bidder's affiliates, officers, directors, shareholders, partners and employees, as requested by the City.

The information contained herein is provided solely for the convenience of Bidders. It is the responsibility of a Bidder to assure itself that information contained herein is accurate and complete. Neither the City, nor their advisors provide any assurances as to the accuracy of any information in this ITB. Any reliance on the contents of this ITB, or on any communications with City representatives or advisors, shall be at each Bidder's own risk. Bidders should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The ITB is being provided by the City without any warranty or representation, express or implied, as to its content; accuracy or completeness and no Bidder or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any submittal conforming to these requirements will be selected for consideration, negotiation or approval.

The City and its representatives shall have no obligation or liability with respect to this ITB, or the selection and award process. Neither the City nor its representatives warrant or represent that any award or recommendation will be made as a result of the issuance of this ITB. All costs incurred by Bidder in preparing and responding to this ITB are the sole responsibility of the Bidder. Any recipient of this ITB who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound

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#### **END OF DOCUMENT**

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THE CITY OF	516 8 <sup>TH</sup> Avenue West PO Box 1209 Palmetto, Florida 34221 Phone (941)723-4570 Fax (941) 723-4576 Web: www.palmettofl.org
	ELECTRIC VEHICLE JG IN HYBRID VEHICLE PRICE SCHEDULE
Item Description   Qty     1. Year   2012   3 ea     Manufacturer   Foro     Model   TRANSIT   CONNE	59,948.00 FEO. ch <u>\$-7500.00 TAX</u> 52,448.00 NET AFTER TAX CRODIT
Initial Standard Warranty Period: 60 M Additional Warranty Information: 60 M BYEAR /100,000 MILE	months/miles. <u>onths/miles</u> <u>onths/miles</u> <u>onths/miles</u> <u>istance Incluseo</u> <u>istance Incluseo</u> <u>istance</u> <u>istance Incluseo</u> <u>istance Inclus</u>
Name & Location of Authorized Service	
Delivery Required by: March 1, 2012 Company: <u>BARTONS</u> FORD Authorized by: <u>Company</u>	Federal ID #: 590687878
Address: <u>2800 US Hwy 98 No</u> Street Telephone: <u>813-477-0052</u>	hature & Title Print Name <u>eyn BARTOW FL. 33830</u> City, State Zip Code Fax: <u>863-533-8485</u> DCK GUY Q G MAIL, COM

#### **BUY AMERICAN CERTIFICATION**

Section 1605 of the American Recovery and Reinvestment Act states that:

"None of the funds appropriated or otherwise made available by this Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States."

To meet this requirement, the undersigned hereby certifies that all of the material, equipment and accessories which are to be incorporated into the (Name of Construction Contract) to be partially funded by monies from the American Recovery and Reinvestment Act, has been manufactured from domestic construction material as defined by 40 CFR 35.936-13(D).

BARTOW FORD Name of Dealer

10/31/1/ Date

Signature of Authorized Official

#### **NO LOBBYING AFFIDAVIT**

STATE OF FLORIDA

COUNTY OF POLK

This, 31, of OCTOBER, 2011 RICHARD WEISSINGER being first duly sworn, deposes and says that he or she is the authorized representative of BARTOW FORD (Name of the authorized dealer, firm or individual), maker of the attached request for bid released by the City of Palmetto, and that the proposer and any of its agents agrees to abide by the City of Palmetto's no lobbying restrictions in regards to this solicitation.

The foregoing instrument was acknowledged before me this 31 day of Octosen ,2011, )ackie Thagand (name of person, officer, or agent, title of officer bv or agent), of \_ BARTUN FORD \_\_\_\_\_(name of corporation or partnership, a FORMA CORPORATION (state of incorporation or partnership, if applicable).

who is personally known to me,

who produced \_\_\_\_\_\_\_ as identification, who did take an oath, and who acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

(Notary Seal)



Signature Ackie Thasperd

Print Name	e*1
NOTARY PUBLIC	-STATE OF
My Commission Ex	pires: <u>1-1-4-2-e 15</u>
Commission No.	EE 108827

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).

 $\underline{\times}$  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 (1) 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 OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 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 AMONT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION OWNTAINED IN THIS FORM.

Date: 1031 11

Rund	m	
Signature		

STATE OF FLOR: DA COUNTY OF POLK

The foregoing instrument was acknowle	edged before me this 31	_day of <u>CCTDBER</u> , 2011, by
- Jockie Thaquid	as notary	of Cartout
_ Ford Ci, on behalf of	Richard WE.	'ssinger.
who is personally known to me,	, or 🔲 who produced	as

identification, who did take an oath, and who acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

(Notary Seal)

	ويتمرك ويتمرك ويدادية بابدارك أوجرا بيناسية فتتقار فراو والجوادية بالمتحد بالمتحد والمراجع والمراجع
SALV KURS	JACKIE THAGARD
SAMPLE A	
	Notary Public, State of Florida
191.921.121	
	My comm. expires Jan. 24, 2015
19. St. St. St. St.	Commission Number EE 108827
the second s	WWININGINI INNINCI CC 1000Z/

ckie Ibagaist Signature

Print Name

NOTARY PUBLIC-STATE OF My Commission Expires: 1-24-2-015 Commission No.  $E E 10.88 \ge 7$ 

- 4. Notifying the CITY within ten (10) days after receiving notice under subsection 3 from an employee or otherwise receiving actual notice of such conviction.
- 5. Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal,, state, or local health, law enforcement, or other appropriate agency.
- 6. Making a good faith effort to continue to maintain a drug free work place through implementation of sections 1 through 5 stated above.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE CITY OF PALMETTO IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OF THE PALMETTO CITY CLERK DETERMINES THAT:

- 1. Such person or entity has made false certification;
- 2. such person or entity violates such certification by failing to carry out the requirements of sections 1, 2, 3, 4, 5 or 6 or Ordinance No. 505, amending Chapter 2, Section 2-57, Palmetto Code of Ordinances, or
- 3. such a number of employees of such person or entity have been convicted of violations occurring in the work place as to indicate that such person or entity has failed to make a good faith effort to provide a drug free work place as required by Ordinance No. 505.

STATE OF FLORI OA COUNTY OF \_POLK\_

The foregoing instrument was acknowledged before me this <u>31</u> day of <u>October</u>, 2011, by <u>ckee thagand</u>, as <u>Motory</u> of <u>Bardow</u> of <u>Bardow</u>, <u>or chardow</u> of <u>Bardow</u>, who is personally known to me, or who produced \_\_\_\_\_\_ as -9-17 2

identification, who did take an oath, and who acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

(Notary Seal)



JACKIE THAGARD Notary Public, State of Florida My comm. explice Jan. 24, 2015 Commission Number EE 108827

Signature 1) ackie Thagard

Print Name

#### NOTARY PUBLIC-STATE OF FLORIDA

My Commission Expires: Commission No. EE 128827

#### CITY OF PALMETTO INVITATION TO BID ELECTRIC VEHICLE PLUG IN HYBRID VEHICLE

#### CHECKLIST

Company Name: BARTON FORD

This check list is provided to assist Bidders in the preparation of their bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their bid response fully compliant. This check list is only a guideline; it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

X Package has been addressed to:

City of Palmetto Attn: Nixa Haisley 516 8<sup>th</sup> Avenue W Palmetto, FL 34221

X Package is sealed and identified with: Bid Title "ALTERNATE FUEL VEHICLE" Due Date and Time – November 1, 2011 2:00pm

One (1) Original, one (1) copy, of each, is included as required for the following:

 $\underline{\mathsf{K}}$  Bid Form

<u>X</u> Certification Regarding Debarment

\_\_\_\_\_ Buy American Certification

X Proposer's Certification Form

▶ No Lobby Affidavit Form

X Public Entity Crimes Form

▲ Drug Free Workplace Certification Form

X Addendum Acknowledgment (if applicable)

<u>X</u> Checklist Form Signed & Sealed

This ITB is submitted and signed by the individual duly authorized to enter into agreement. I certify that this ITB is made without prior understanding, agreement or connection with any corporation, firm or person submitting bid for the same materials, supplies or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences and civil damage awards. I have read and agree to abide by all requirements, specifications, terms and conditions of this ITB.

Witnesses: Jackie Shagard

RICHARD WEISS INVER Print Name

laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 <sup>1</sup>/<sub>2</sub> times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- 5. Rights to Inventions Made Under a Contract or Agreement Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 10 CFR part 600.325, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 6. Clean Air Act (42 U.S.C. 7401 et seq.), and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 7. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Dealers who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- 8. Debarment and Suspension (E.O.s 12549 and 12689) No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and Dealers declared ineligible under statutory or regulatory authority other than E.O. 12549. Dealers with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
- 9. Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act, (42 U.S.C. 300h-3(e)) Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act, (42 U.S.C. 300h-3(e)). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.)

- 17. Compliance with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- 18. Compliance with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm bloodied animals held for research, teaching, or other activities supported by this Agreement.
- 19. Compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
- 20. Compliance with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- 21. Assist the Commission in complying with the State Energy Conservation Program as described in the Code of Federal Regulations, Title 10, Parts 420 and 450 and guidance issued by the U.S. Department of Energy and subsequent guidance issued by the U.S. Department of Energy; the Financial Assistance Rules described in Title 10, Part 600, as well as those regulations concerning the use of oil overcharge recovery funds.
- 22. The Commission reserves the right to transfer equipment acquired under this grant as provided in Title 10, Part 600.117. The Recipient can obtain a release of this right upon application containing certain commitments.
- 23. Compliance with the Buy American Act (41 U.S.C. 10a-10c) By accepting funds under this Agreement, the Grantee agrees to comply with sections 2 through 4 of the Act of March 3, 1933, popularly known as the "Buy American Act." The Grantee should review the provisions of the Act to ensure that expenditures made under this Agreement are in accordance with it. It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement should be American-made.

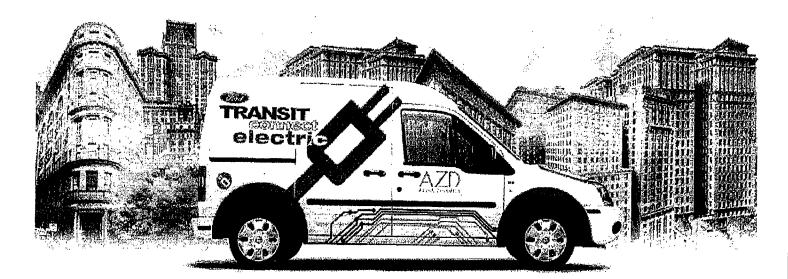
## 24. Preservation of open and competition and government neutrality towards Dealers' labor relations on federally funded construction projects

a. Unless in conflict with State or local laws, you must ensure that bid specifications, project agreement, or other controlling documents in construction contracts awarded pursuant to this agreement, or pursuant to a subaward to this agreement, do not:

1. Require or prohibit bidders, offerors, Dealers, or subcontractor to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or

2. Otherwise discriminate against bidders, offerors, Dealers, or subcontractors for becoming or refusing to become or remain signatories or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s).

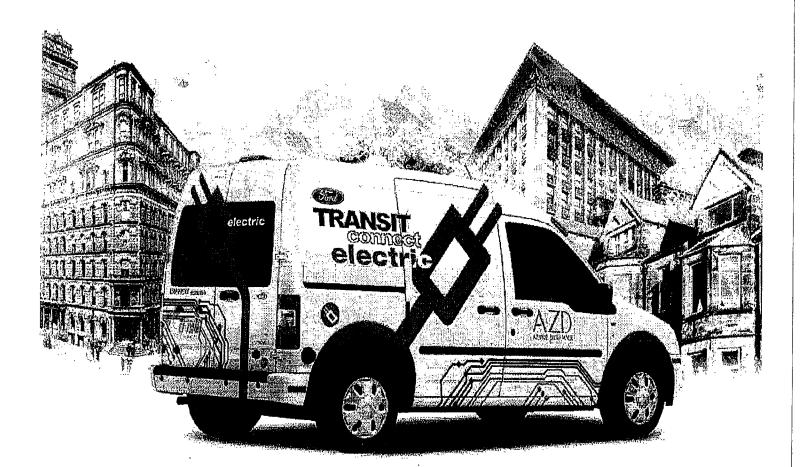
## transit connect electric



### SPECIFICATIONS & ORDERING GUIDE AZURE DYNAMICS TRANSIT CONNECT ELECTRIC VEHICLE 2011 & 2012 XLT VAN OR XLT WAGON



SPC501074-A APRIL 2011





## what are people about the transit connect electric?

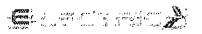
\*\*\*One of the most historic cars ever made. \*\* -FOX NEWS

 $^{\circ}$  'Very cool—it's a good application of the technology—smart move.  $^{\circ\circ}$ -BLOOMBERG

 $^{\circ}$ The Transit Connect Electric feels like a utility car, electric or otherwise, should feel. Ford and its partner on the project, Azure Dynamics, have created a winner. -AUTO BLOG GREEN









#### Exterior Dimensions (in.)

Front Track	59.3
Overall Width With Mirrors	83.2
Rear Door Opening Height	52:1
Rear Door Opening Width at Floor	50.2
Rear Track	61.1
Side Door Opening Height	46.9
Overall Height (at curb weight)	79.3 . The second se
Ground Clearance (at rear axle)	7.9
Loadfloor Height (at curb weight)	23.1
Wheelbase	114.6
Overall Length	180.7
Turning Diameter (ft.)	39

#### Interior Dimensions (in.)

PASSENGER AREA	FIRST ROW	SECOND ROW (WAGON' ONLY)
Head Room		48.5
Shoulder Room	54.4	59
Hip Room		59
Leg Room	40.5	38.5
CARGO AREA	VAN	WAGON <sup>1</sup>
Cargo Length at Floor	81	81
Cargo Length (rear door to front seat backs)	72.6	72.6
Cargo Width Between Wheelhouse	48.1	48.1
Cargo Height Maximum	59	59

#### Capacities (cu. ft.)

PASSENGER AREA	VAN	WAGON <sup>1</sup>
Passenger Volume	65	130
Cargo Volume Behind First Row with 2nd row seat folded	-	117.7
Cargo Volume Behind Second Row		77,1
Cargo Volume Behind First Row (no 2nd row seat)	134.3	134.3

#### Capacities (lbs.)

		VAN	 WAGON <sup>1</sup>
GVWR		5005	4965
Maximum Payl	oad (estimated)	1,020	850
Curb Welght		3,985	4,115

<sup>1</sup> 2012 model only.

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Interior	
Seating	Driver and Front-passenger Bucket Seats, Cloth-Covered
Color	Dark gray
Onboard Power	12V single front powerpoint
Floor Covering	Vinyi flooring
Floor Mats	All-weather front (van); all weather front and rear (wagon)
Wheel Cover	Standard full
Center Console	2 cupholders, 2 stowage bins, 1 additional folding cupholder
Mirrors	Day/night rearview (van requires rear glass)
Dome Lighting	Front, middle, rear
Sun Visors	Driver side with note strap, passenger side with mirror
Front Overhead Storage	Shelf with net
Headliner	Full length molded cloth
Air Conditioning	
Instrument Panel	Speedometer, range/miles-to-empty gauge, battery state-of-charge, drive system coolant temperature gauge
Map Pocket	Driver and front-passenger doors.
Steering Column	Tilt/telescopic
Exterior	
Side Doors	Dua) sliding
Wheels	15 Inch steel with 6-spoke wheel covers
Tires	P205/65R15 BSW
Bodyside Moldings	Gray
Spare Tire	Not included; inflator kit only
Charge Port Door	Locking
Fog Lamps	Rear
Wheel-Lip Moldings	Gray
Windshield Wipers	Front variable speed; rear 2-speed
Lights	Daytime running lights (standard feature)

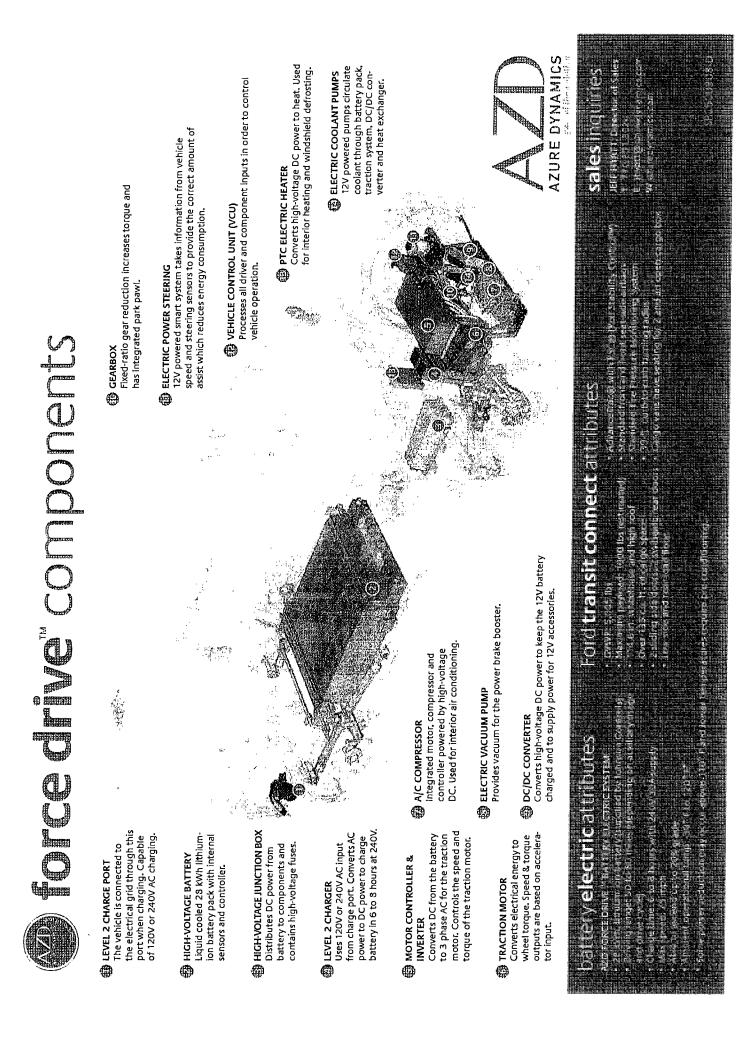
#### Door Glass

	VAN	WAGON <sup>1</sup>
Rear Door Privacy Glass	Standard <sup>2</sup>	Standard <sup>2</sup>
Side Door Privacy Glass	Optional	Standard

Options

	VAN	WAGON <sup>1</sup>
Rear Cargo Doors - 255 Degree Hinged Opening	Option	Option
Rear View Camera	Option	Option
Color: Torch Red, Silver Metallic, Panther Black Metallic, Dark Blue, Frozen White <sup>3</sup>	Option	Option

<sup>1</sup> 2012 model only.
<sup>2</sup> Solid panel optional for rear doors.
<sup>3</sup> Any color other than Frozen White may increase lead time for order.



## **Limited Product Warranty**

DISCLAIMER. OTHER THAN THE LIMITED WARRANTY CONTAINED HEREIN, ALL PRODUCTS ARE PROVIDED BY AZURE "AS IS". AZURE MAKES NO ADDITIONAL REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE PRODUCTS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO ANY MATTER WHATSOEVER AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL WARRANTIES OF MERCHANTABILITY, DESIGN, CONDITION, DURABILITY, PERFORMANCE, QUALITY, CAPACITY OR FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS ARE HEREBY EXPRESSLY EXCLUDED.

LIMITATION OF LIABILITY. THE TOTAL LIABILITY OF AZURE FOR ALL CLAIMS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND PRODUCT LIABILITY), OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR, REPLACEMENT, OR USE OF ANY ITEM OF THE PRODUCTS SHALL NOT EXCEED THE PRICE ALLOCABLE TO SUCH ITEM OF THE PRODUCTS THAT GIVES RISE TO THE CLAIM. IN NO EVENT SHALL AZURE OR ITS SUPPLIERS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING (WITHOUT LIMITATION) DAMAGES FOR LOSS OF REVENUE, COST OF CAPITAL, CLAIMS OF CUSTOMERS OR FAILURE OF SUPPLY, AND COSTS AND EXPENSES INCURRED IN CONNECTION WITH LABOR, OVERHEAD, TRANSPORTATION, INSTALLATION, OR REMOVAL OF PRODUCTS OR SUBSTITUTE FACILITIES OR SUPPLY SOURCES.

May 25, 2010 Page 2 of 2

AZURE DYNAMICS INCORPORATED 14925 W. 11 Mile Road Oak Park, Michigan 48237 248-298-2403 / 248-498-5915 Fax warranty@azuredynamics.com

## Print Window

## Page 1 of 1

## Transit Connect: 24-Hour Roadside Assistance

- Toll-free number (1-800-241-FORD) operational 24 hours a day, every day
- Customers can request services to change flat tire, jump-start battery, unlock vehicle, deliver fuel or tow vehicle
- Available for 5 years or 60,000 miles, whichever comes first