



CITY OF TAMARAC
REGULAR CITY COMMISSION MEETING
City Hall - Commission Chambers
February 8, 2017

CALL TO ORDER:

7:00 p.m.

ROLL CALL:

PLEDGE OF ALLEGIANCE:

Mayor Harry Dressler

INTRODUCTION

1. PROCLAMATIONS AND PRESENTATIONS:

a. Proclamation Honoring Faith Center Ministries Bishop Henry B. Fernandez

Presentation of a proclamation by Mayor Harry Dressler honoring Faith Center Ministries Bishop Henry B. Fernandez (Requested by Commissioner Marlon Bolton)

b. Proclamation Honoring African-American Research Library and Cultural Center Executive Director Elaina Norlin

Presentation of a proclamation by Mayor Harry Dressler honoring African-American Research Library and Cultural Center Executive Director Elaina Norlin (Requested by Commissioner Marlon Bolton)

c. State of the City Address by Mayor Harry Dressler

State of the City Address by Mayor Harry Dressler

d. Presentation of Certificates Recognizing the 9U Cougars Team and 13U Cougars Cheerleading Group

Presentation of Certificates by the Mayor and Commission to the 9U Cougars Football Team as AYFL Super Bowl participants and the 13U Cougars Cheerleading Group for making it to the State Regional Semi Finals

e. Leadership Tamarac Graduating Class - 2017

Presentation of Certificates of Graduation to the First Graduating Class of Leadership Tamarac - February 2017:

Philippe Barthule
Gesco Camille
Wendy Edouard

Dominique Hobbs
Melissa Kean
Raven Miles

Mithsuka Etienne
Stephanie Garcia
Emilia Geck
Taylor Grant
Natalia Guaimas
Kareem Hayles
Jordan Heron

Didianka Peterson
Esmeralda Rodriguez
Edward Valentine
Aliyah Velian-Brown
Jahnyra Velian-Brown
Kymani Vernon

f. Black History Month Proclamation

Presentation of a proclamation by Mayor Harry Dressler proclaiming the month of February 2017 as "Black History Month". (Requested by Commissioner Marlon Bolton)

2. CITY COMMISSION REPORTS

a. Commissioner Bolton

b. Commissioner Gomez

c. Commissioner Fishman

d. Vice Mayor Placko

e. Mayor Dressler

3. CITY ATTORNEY REPORT

4. CITY MANAGER REPORT

5. PUBLIC PARTICIPATION

Any member of the public may speak to any issue that is not agendized for public hearing at this meeting. Speakers will be limited to three minutes during this item and at public hearings. There will be a thirty (30) minute aggregate time limit for this item, and speakers are encouraged to sign up in advance with the City Clerk prior to their participation.

When an issue has been designated as quasi-judicial, public remarks shall only be heard during a quasi-judicial hearing that has been properly noticed for that matter.

ANNOUNCEMENT OF TIME ALLOCATIONS-MOTIONS TO TABLE

The Chair at this time will announce those items that have been given a specific time to be heard, and will entertain motions from the Commission members to table those items that require research. The Commission may agendize by majority consent matters of an urgent nature which have come to the Commission's attention after publication.

6. CONSENT AGENDA

Items listed under Consent Agenda are viewed to be routine and the recommendation will be enacted by ONE MOTION in the form listed below. If discussion is desired, then, in accordance with Resolution 2003-15, Sec. 4.5, the item(s) will be removed from the Consent Agenda and will be considered separately.

a. Approval of the January 25, 2017 Regular Commission Meeting Minutes

Approval of the January 25, 2017 Regular Commission Meeting Minutes

b. TR12904 - Ferguson Group, LLC - Amendment # 8 for Federal Lobbying Services

A Resolution of the City Commission of the City of Tamarac, Florida; approving Amendment #8 to the agreement between the City of Tamarac and the Ferguson Group, LLC, for federal lobbying services, extending the term of the agreement for a one year period effective February 13, 2017 at a cost not to exceed eighty-five thousand five hundred (\$85,500.00) dollars per year; authorizing the appropriate City Officials to execute Amendment #8 to the agreement; providing for conflicts; providing for severability; and providing for an effective date.

c. TR12901 - Approving Purchase of Replacement Vehicles Per the FY 2017 Vehicle Replacement Program

A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the purchase of new and replacement vehicles and equipment utilizing competitive procurement methods and current agreements available for cooperative purchase at the time of purchase, including the agreement awarded by the Florida Sheriff's Association, in the best interest of the City; authorizing the appropriate City Officials to select, approve, and award the purchase of said equipment and vehicles utilizing Bid No. 17-06B and current agreements available for cooperative purchase at the time of purchase in the best interest of the City and to award Bid No. 17-06B to Fouts Bros. Inc. in the amount of \$92,038.00; authorizing an expenditure in an amount not to exceed \$459,760.00 from the appropriate accounts for all vehicles; providing for conflicts; providing for severability; and providing for an effective date.

7. REGULAR AGENDA

8. ORDINANCE(S) - FIRST READING

9. PUBLIC HEARING(S)

10. ORDINANCE(S) - SECOND READING

11. QUASI-JUDICIAL HEARING(S)

12. OTHER

The City Commission may consider and act upon such other business as may come before it. In the event this agenda must be revised, such revised copies will be available to the public at the City Commission meeting.

Pursuant to Chapter 286.0105, Florida Statutes, if a person decides to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing, he may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is based.

The City of Tamarac complies with the provisions of the Americans with Disabilities Act. If you are a disabled person requiring any accommodations or assistance, please notify the City Clerk's Office at (954) 597-3505 of such need at least 48 hours (2 days) in advance. Additionally, if you are hearing or speech impaired and need assistance, you may contact the Florida Relay Service at either of the following numbers: 1-800-955-8770 or 1-800-955-8771.

Patricia Trefel

Patricia Teufel, CMC
City Clerk



Title - 7:00 p.m.

7:00 p.m.



Title - Mayor Harry Dressler

Mayor Harry Dressler



Title - Proclamation Honoring Faith Center Ministries Bishop Henry B. Fernandez

Presentation of a proclamation by Mayor Harry Dressler honoring Faith Center Ministries Bishop Henry B. Fernandez (Requested by Commissioner Marlon Bolton)

ATTACHMENTS:

Description	Upload Date	Type
□ Bishop Fernandez Proclamation	1/31/2017	Proclamation



Requested by Commissioner Marlon Bolton

WHEREAS, the history and heritage of African-Americans is documented and deeply imbedded in education, medicine, science, arts, music, dance, architecture, drama, athletics and engineering and benefits all races; and

WHEREAS, in 1991 Bishop Henry B. Fernandez, along with his wife Carol, founded the Plantation Worship Center with only 11 members and began holding services in a local elementary school cafeteria; and

WHEREAS, the ministry soon changed its name to The Faith Center Ministries and embarked on a worldwide outreach; and

WHEREAS, today The Faith Center Ministries is a thriving, multi-racial congregation of nearly 10,000 members and Bishop cuts through denominational, cultural and economic barriers; and

WHEREAS, Bishop Fernandez is a talented and gifted minister, motivational speaker, entrepreneur and author and is driven by a passion to teach people how to exercise their faith to prosper and live victorious.

NOW, THEREFORE, I, Harry Dressler, Mayor of the City of Tamarac, Broward County, Florida, hereby proclaim that Bishop Henry B. Fernandez embodies the spirit of

“COMMUNITY INVOLVEMENT”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Tamarac to be affixed this 8th day of February 2017.



Harry Dressler
Harry Dressler, Mayor



**Title - Proclamation Honoring African-American Research Library and Cultural Center
Executive Director Elaina Norlin**

Presentation of a proclamation by Mayor Harry Dressler honoring African-American Research Library and Cultural Center Executive Director Elaina Norlin (Requested by Commissioner Marlon Bolton)

ATTACHMENTS:

Description	Upload Date	Type
□ Elaina Norlin Proclamation	1/31/2017	Proclamation



Requested by Commissioner Marlon Bolton

WHEREAS, the history and heritage of African-Americans is documented and deeply imbedded in education, medicine, science, arts, music, dance, architecture, drama, athletics and engineering and benefits all races; and

WHEREAS, Elaina Norlin is the Executive Director of the African-American Research Library and Cultural Center for the Broward County Library System, in Fort Lauderdale, FL, a county library system serving 2.8 million people with an annual budget of \$60 million; and

WHEREAS, Elaina Norlin has 20 years of professional library experience and received her Master's degree in Library and Information Science from the University of Illinois at Urbana-Champaign; and

WHEREAS, Elaina Norlin is the author of two books, *Usability Testing for Library Websites* and *E-Learning and Business Plans*; and

WHEREAS, Elaina Norlin's strengths include her love of collaboration and commitment to relationship building and has been able to pull together large-scale projects by combining technology trends, traditional arts and culture programming, and bringing innovative ideas to life; and

NOW, THEREFORE, I, Harry Dressler, Mayor of the City of Tamarac, Broward County, Florida, hereby proclaim that Elaina Norlin embodies the spirit of

"COMMUNITY INVOLVEMENT"

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Tamarac to be affixed this 8th day of February 2017.



Harry Dressler
Harry Dressler, Mayor



Title - State of the City Address by Mayor Harry Dressler

State of the City Address by Mayor Harry Dressler



Title - Presentation of Certificates Recognizing the 9U Cougars Team and 13U Cougars Cheerleading Group

Presentation of Certificates by the Mayor and Commission to the 9U Cougars Football Team as AYFL Super Bowl participants and the 13U Cougars Cheerleading Group for making it to the State Regional Semi Finals



Title - Leadership Tamarac Graduating Class - 2017

Presentation of Certificates of Graduation to the First Graduating Class of Leadership Tamarac - February 2017:

Philippe Barthule
Gesco Camille
Wendy Edouard
Mithsuka Etienne
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Kareem Hayles
Jordan Heron

Dominique Hobbs
Melissa Kean
Raven Miles
Didianka Peterson
Esmeralda Rodriguez
Edward Valentine
Aliyah Velian-Brown
Jahnyra Velian-Brown
Kymani Vernon



Title - Black History Month Proclamation

Presentation of a proclamation by Mayor Harry Dressler proclaiming the month of February 2017 as "Black History Month". (Requested by Commissioner Marlon Bolton)

ATTACHMENTS:

Description	Upload Date	Type
❏ Black History Month Proclamation	2/2/2017	Cover Memo



Requested by Commissioner Marlon Bolton

WHEREAS, in 1926, Harvard Scholar Dr. Carter G. Woodson chose the second week of February to celebrate Black History Month, in his determination to bring Black History into the mainstream public arena, and Dr. Woodson devoted his life to making "the world see the Negro as a participant rather than as a lay figure in history"; and

WHEREAS, some other important events that took place in February and shaped Black History are: February 3, 1870 – the date the 15th Amendment to the Constitution was passed granting blacks the right to vote; February 25, 1870 – the date Hiram Revels, the first African American United States Senator took his oath of office; February 12, 1909 – the date the NAACP was founded; February 1, 1960 – the date a sit-in that would become a civil-rights movement milestone took place at a segregated Woolworth's lunch counter in Greensboro, North Carolina; and February 21, 1965, the date of Malcolm X's death; and

WHEREAS, the history and heritage of African-Americans is documented and deeply imbedded in education, medicine, science, arts, music, dance, architecture, drama, athletics and engineering and benefits all races; and

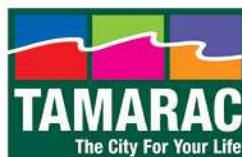
WHEREAS, as we mark Black History Month, we celebrate giants of the civil rights movements and countless other men and women whose names are etched in the hearts of their loved ones and the cornerstones of the country they helped to change.

NOW, THEREFORE, I, Harry Dressler, Mayor of the City of Tamarac, Broward County, Florida, hereby proclaim the month of February 2017,

"BLACK HISTORY MONTH"

in the City of Tamarac and urge citizens and residents to participate in the cultural riches our diverse community has to offer.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Tamarac to be affixed this 8th day of February 2017.



Harry Dressler
Harry Dressler, Mayor



Title - Approval of the January 25, 2017 Regular Commission Meeting Minutes

Approval of the January 25, 2017 Regular Commission Meeting Minutes

ATTACHMENTS:

Description	Upload Date	Type
▢ January 25, 2017 Regular Commission Meeting Minutes	1/31/2017	Backup Material

CITY OF TAMARAC
CITY COMMISSION MEETING
WEDNESDAY, JANUARY 25, 2017

CALL TO ORDER: Mayor Harry Dressler called the Commission Meeting of the City of Tamarac to order at 9:10 a.m. on Wednesday, January 25, 2017 in City Commission Chambers, Tamarac City Hall, 7525 NW 88th Avenue, Tamarac, FL 33321.

ROLL CALL: Mayor Harry Dressler, Vice Mayor Debra Placko, Commissioner Marlon Bolton, Commissioner Michelle J. Gomez, and Commissioner Julie Fishman were in attendance.

Also in attendance were City Manager Michael C. Cernech, City Attorney Samuel S. Goren and City Clerk Patricia A. Teufel.

PLEDGE OF ALLEGIANCE: Vice Mayor Placko led the Pledge of Allegiance.

1. PROCLAMATIONS AND PRESENTATIONS:

a. County Commissioner Michael Udine Introduction: Commissioner Udine said he just wanted to stop by and say hello and introduced two staff members, Erin and Mark, to the Commission. Commissioner Udine said he and his staff are available to the Commission should the need arise.

b. Presentation of a check by the Mayor, City Commission and Employees of the City of Tamarac, in the amount of \$37,000 to the United Way of Broward County, representing the City of Tamarac's 2016 Employee Campaign total. Accepting on behalf of the United Way, President and CEO Kathleen Cannon and Senior Development Officer Celeste Abell. (Requested by Financial Services Director Mark Mason and Parks & Recreation Director Greg Warner).

c. Presentation of a proclamation by Mayor Harry Dressler supporting the Broward Cities Literacy Partnership Proposal. (Requested by Commissioner Julie Fishman)

d. Presentation of a proclamation supporting the initiatives of the VITA Program and proclaiming Tamarac a "Champion of VITA City". (Requested by Parks & Recreation Director Greg Warner)

Mayor Dressler presented a Certificate of Achievement to Tamarac resident Josh Beutel in appreciation for his civic involvement.

e. Presentation by Mayor Harry Dressler of Employee Service Awards:

5 - Year Awards: Michael Boyhan, Firefighter Paramedic, Fire Rescue; Godson Chery, Firefighter Paramedic, Fire Rescue; Giovanni Esponda, Lieutenant Paramedic, Fire Rescue Omar Jirau, Firefighter Paramedic, Fire Rescue; Sergio Puertas, Firefighter Paramedic, Fire Rescue; Christopher Rodriguez-Jaile, Firefighter Paramedic, Fire Rescue; Stephanie Rosario, Firefighter Paramedic, Fire Rescue; Evan Rosenbaum, Firefighter Paramedic, Fire

Rescue; Alex Seaman, Firefighter Paramedic, Fire Rescue; Rae Velez, Firefighter Paramedic, Fire Rescue

10 - Year Award: Linda Probert, Assistant Director, Parks & Recreation

15 - Year Awards: James Bledsoe, Firefighter Paramedic, Fire Rescue; Jonathan Frasher, Captain Paramedic, Fire Rescue; Lascelles Anderson, Equipment Operator II, Public Services

30 Year Award: Gary Jordan, Technical Support Rep II, Information Technology

Mayor Dressler recessed the meeting at 9:46 a.m. and reconvened the meeting at 9:54 a.m. with all present as before.

2. CITY COMMISSION REPORTS:

a. Commissioner Bolton: Commissioner Bolton said at the last meeting he mentioned that the residents of Central Parc had a problem with mosquitoes and was pleased to report that he was able to facilitate a resolution to the problem. Commissioner Bolton thanked staff for putting together a well presented Strategic Planning retreat on Monday afternoon and thanked the City Manager for making sure that all the ideas he had were heard.

b. Commissioner Gomez: Commissioner Gomez congratulated the Tamarac Chamber of Commerce Board members that were recently installed. Commissioner Gomez attended the following: Joint Water Advisory Board Meeting which covered a lot of material; the Chamber of Commerce Arts and Craft Launch Party; the Meet the Artist Reception honoring the legacy of Dr. Martin Luther King Jr. and featuring a two month exhibit by the Artist Sharon Thomas Duca and the ADRC Installation Dinner. Commissioner Gomez thanked staff for their time and effort in working with the Commission at the Strategic Planning workshop. There have be a lot of things they have been working on in the past few years which are coming to fruition. Commissioner Gomez wished Vice Mayor Placko and Commissioner Fishman a Happy Birthday.

c. Commissioner Fishman: Commissioner Fishman said she echoed the sentiments expressed by Commissioners Bolton and Gomez relative to the Strategic Planning workshop. Commissioner Fishman talked about the presentation to United Way and the Broward Reads Program. Commissioner Fishman said it is important to recognize that when we do proclamations we are part of the solution to problems. Commissioner Fishman said when we work with these agencies it is one of the most important things we do and encouraged people to volunteer in their communities.

d. Vice Mayor Placko: Vice Mayor Placko wished Commissioner Fishman a Happy Birthday. Vice Mayor Placko thanked staff for the Strategic Planning meeting they attended on Monday and appreciates their efforts. Vice Mayor Placko said the Trump administration is looking at \$1 trillion dollars for infrastructure and as she is a member of the MPO Board this will become a priority of hers to get some relief for the eastern side of Tamarac because of the traffic congestion. The State is aware if the congestion; however, there is no specific plan yet and she will work to get some relief from the congestion.

Commissioner Gomez said she serves on the National League of Cities Transportation Infrastructure & Services Policy and Advocacy Steering Committee and she will do everything she can on the Federal level to assist the MPO.

e. Mayor Dressler: Mayor Dressler said he is happy to report that he recently had a meeting with City Manager Cernech and State Senator Perry Thurston which focused on infrastructure and funding for land acquisition. Mayor Dressler said the legislature needs to know what Tamarac's needs are and noted that the relationship the Senator has with the legislature is encouraging. Mayor Dressler said that the Commission members develop relationships with all levels of government. Mayor Dressler thanked Senator Thurston for coming and spending time with himself and City Manager Cernech. Mayor Dressler said that he will be attending the upcoming National League of Cities meeting and is looking forward to meeting with Senator Nelson again. Mayor Dressler talked about a past meeting he had with Senator Nelson.

3. CITY ATTORNEY REPORT: City Attorney Goren said his office periodically provides the Commission with legislative updates and he would like to update the Commission on a couple of things. On Saturday he sent the Commission the Medical Marijuana Statute which was filed by Senator Bradley which essentially is the statutory response to the Constitutional Amendment that was passed in November. It is a very detailed bill which is why the City has imposed a Zoning in Progress and a potential future moratorium which will give the staff here the ability to look at the Statute, look at the issues and look at Health Department's Rule. The bill is highly specific and technical and encouraged the Commission to review it. This is Senate Bill 406.

City Attorney Goren said the other Bill that was on the list last week is the Bill regarding Local Government Ethics Reform which he said he has discussed with Commissioner Fishman and others on the dais. City Attorney Goren said it is a bill which has no chance of success or has a great chance of success depending on who you talk to. What we do know about the bill if it gets traction it is a serious bill that will affect local government. This bill will change the filing with the Ethics Commission from a Form 1 to a Form 6, which the County Commission, State Senate, State House and others file now. It is a far more invasive and far more financially driven which this Commission is not accustomed to. The other aspects of the bill is the Early Conflict portion – currently if you are an elected official and you have a conflict under the Statute, Section 112.3142, you have to declare your conflict on the record and file a Form 8 within 15 days of the vote. Theoretically you are allowed to actually discuss the issue while sitting on the dais although not voting on the subject. That is not done here as it is a matter of tradition. City Attorney Goren responded to comments from Mayor Dressler. This bill also provides for other manners of lobbyist registration which will be required by State Statute. If this bill has any traction it will have implications State wide.

City Attorney Goren said the City has been a defendant in a lawsuit filed Prestige Homes. They sued Tamarac some time ago and the case is pending in the Circuit Court regarding a plat dedicated and approved by the City which isolated a fire station site on one of the plats. City Attorney Goren said he has yet to see the Order from the Judge, but yesterday the City's outside special counsel Michael Burke appeared before Judge Rodriguez on a Motion for Summary Judgment and the Judge ruled in favor of Tamarac. This basically says that the developer that sued the City is not entitled to the property back, is not entitled to compensation for that property. Now we have to deal with the issue of the property as it is designated. City Attorney Goren said he will brief the Commission as the matter progresses. City Attorney Goren responded to a few questions from Mayor Dressler. City Attorney Goren wished Vice Mayor Placko and Commissioner Fishman a Happy Birthday.

City Attorney Goren said the Woodmont Escrow Agreement is in process and we hope that it will be done shortly. Mayor Dressler said the Woodmont application and the transmittal was contingent upon the City Attorney's acceptance of the Escrow Agreement. City Attorney Goren said he and City Manager Cernech and Community Development Director Calloway are having a hand in the discussion and he is comfortable with what he has seen so far. Vice Mayor Placko asked if there is any problem with meeting the 30 day deadline and City Attorney Goren said no. Vice Mayor Placko said she appreciates everyone's efforts into getting this project moving forward and this is the closest we have come in eleven years. City Attorney Goren noted that he received the document on Friday and his office reviewed it over the weekend.

Commissioner Gomez expressed her concern about the possibility of part time local government officials having to file a Form 6. City Attorney Goren responded to Commissioner Gomez's concern.

4. CITY MANAGER REPORT: City Manager Cernech thanked the Commission for the time they took for two days of Strategic Planning and said it is a lot of information to get through. City Manager Cernech said he also wanted to take the opportunity to thank Assistant City Manager Phillips and Management Analyst I Laura Karpaviciute for all the hard work they did as well as the Department Directors and their staffs in making the Strategic Planning a success.

City Manager Cernech said BSO has announced it will be holding their Annual Operation Medicine Cabinet & Shred-A-Thon on Saturday, February 18, 2017 from 10:00 a.m. to 1:00 p.m. at King Point, 7620 Nob Hill Rd. Bring unused, unwanted or expired medications for safe disposal - \$5 gift cards will be distributed while supplies last. Residents can bring a maximum of 5 boxes per car for shredding.

Parks and Recreation would like to remind everyone that the pool at the Aquatic Center is closed during the months of January and February and will re-open on March 1st. However; the facility will be open for the swim team and regularly scheduled classes.

Upcoming Events: The "Groove on the Grass Concert in the Park" series featuring the, "Solid Brass Band", which plays hits for the 60's, 70's and 80's, will take place on Sunday, February 26th at Mainlands Park from 1:00 p.m. to 3:00 p.m. Since parking is limited there will be a shuttle offered from the Mainlands 1 & 2 clubhouse. The Community Garage Sale will take place on Saturday, February 11, 2017 from 7:30 a.m. to noon at Tamarac Park, 7501 N. University Drive. Registration through January 27th is \$20 per space; registration from January 28th through February 8th is \$35. There is a separate \$30 clean up deposit fee which will be returned if no cleanup of the space is required.

Past Event: Approximately 75 people attended the Meet the Artist Reception honoring the legacy of Dr. Martin Luther King Jr. which also included performances by Ashanti Cultural Arts. In honor of Dr. Martin Luther King Day and Black History Month, the City of Tamarac will feature African-American Art with a two month Exhibit by Artist Thomas Duca at the Community Center.

City Manager Cernech said the City has been working with Dr. Cendan at Millennium Middle School on the Millennium Academy proposal. The school was designated as a collegiate academy through the school district and we participated in the boundary process that unfortunately did not end well. The boundary proposal was tabled at last night's meeting because of concerns that Board Members had about drawing 300 students away from high schools within Millennium's school boundaries. City Manager Cernech said now the School Superintendent will have to make final recommendations by Friday and in the meantime staff will be providing information to the Commission so that you can call the School Board members and encourage them to consider this project.

City Manager Cernech said with respect to the Woodmont Development Agreement we have begun to receive some emails with concerns raised about the Woodmont Development Agreement and asked the Commission to be positive with folks you receive emails from. We are not in a position to make changes to that Agreement unless the Developer wants to ask for some changes that are agreeable to the Commission.

City Manager Cernech said yesterday the Governor was in Ft. Lauderdale and announced that he is proposing \$600 million in tax cuts this year. Last year the Governor took \$400 million out of the State budget and now he wants to take \$600 million out of the budget this year. That is \$600 million in services that people in the State of Florida will not be the receiving. While we understand the need for responsible financial controls and responsible taxation it is important that we watch this and then at some point we will have to make our feeling known to our representatives, including the Governor's Office once we have an understanding of how that will impact Tamarac. That money is primarily focused on Commercial property rents and staff will get some more information to the Commission as it becomes available. City Manager Cernech said this will have a significant impact on the entire State. City Manager Cernech responded to a few comments from Mayor Dressler.

5. PUBLIC PARTICIPATION: Mayor Dressler opened Public Participation and the following individual spoke: Peter Mason, Executive Director of the Tamarac Chamber of Commerce, 11620 NW 2nd Dr., Coral Springs, thanked the Commission for attending the installation of the new Chamber Board members and the Arts and Crafts Launch Party. He also thanked the City for the partnership for the Business to Business Expo that will take place on February 3, 2017. With no one else wishing to speak, Mayor Dressler closed Public Participation.

6. CONSENT AGENDA: Mayor Dressler asked City Manager Cernech if there were any changes/additions to the Consent Agenda and City Manager Cernech said there were no changes/additions to the Consent Agenda. Commissioner Gomez seconded by Vice Mayor Placko moved approval of the Consent Agenda as presented. Motion passed unanimously (5-0).

a. Approval of the Revised Minutes of the December 14, 2016 Regular Commission Meeting Minutes - **APPROVED**

b. Approval of the January 11, 2017 Regular Commission Meeting Minutes - **APPROVED**

c. TR12900 - Approving a Quit Claim Deed to convey the vacated portion of right-of-way on the southwest corner of McNab Road and Hiatus Road: A Resolution of the City Commission of the City of Tamarac, Florida, approving a Quit Claim Deed to convey the vacated portion of

the right-of-way on the southwest corner of McNab Road and Hiatus Road with conditions; authorizing the appropriate City Officials to do all things necessary to effectuate the terms of this Resolution; providing for conflicts; providing for severability; and providing for an effective date.

RESOLUTION R-2017-06

d. TR12898 - FRDAP Grant Award: Waters Edge Park: A Resolution of the City Commission of the City of Tamarac, Florida accepting a grant award in the amount of \$50,000 from the Florida Department of Environmental Protection; authorizing the appropriate city officials to execute a project agreement between the Florida Department of Environmental Protection and the City of Tamarac for grant funding in the amount of \$50,000 for the development of Waters Edge Park; providing for acceptance of the award and execution of documents; providing for conflicts; providing for severability; and providing for an effective date.

RESOLUTION R-2017-07

e. TR12903 - Supporting the Appointment of FLC President Susan Haynie to the Constitution Revision Commission: A Resolution of the City Commission of the City of Tamarac, Florida, urging the appointment of municipal officials to the 2017-2018 Constitutional Revision Commission; supporting the protection of municipal home rule; supporting the positions of the Florida League of Cities, Inc; supporting the appointment of Florida League of Cities President, Boca Raton Mayor Susan Haynie; directing the City Clerk to transmit a copy of this resolution to the Governor, the Florida House Speaker-Designate, Florida Senate President-Designate, the Florida League of Cities and Broward League of Cities; providing for conflicts; providing for severability; and providing for an effective date.

RESOLUTION R-2017-08

7. REGULAR AGENDA: There were no Regular Agenda items scheduled for this meeting.

8. ORDINANCE(S) - FIRST READING: There were no Ordinance(s) – First Reading scheduled for this meeting.

9. PUBLIC HEARING(S) – There were no Public Hearing(s) items scheduled for this meeting.

10. ORDINANCE(S) - SECOND READING: There were no Ordinance(s) – Second Reading scheduled for this meeting.

11. QUASI-JUDICIAL HEARING(S):

a. Temp. Board Order No. 11 - The Food Emporium: Sign Variance: The Applicant, Keith Clayborne, The Food Emporium, designated agent for the property owner, Palmares, LLC (the “Applicant”) filed an application with the City of Tamarac (“City”) Department of Community Development for the following variance: Sign Variance from section 18-65(b)(2), to permit the installation of four (4) façade signs on the primary façade (east elevation); where only one (1) façade sign is permitted, as outlined in the City of Tamarac Code of Ordinances. City Attorney Goren went over the rules for Quasi-Judicial proceedings and added that the same rules will apply to Items 11 (b) and (c). City Attorney Goren read TBO No. 11 by title into the record. Commissioner Gomez seconded by Vice Mayor Placko moved approval of TBO No. 11. City Clerk Teufel swore in all affected parties. Community Development Director Calloway appeared and gave a presentation, a copy of which is on file

in the City Clerk's Office. Community Development Director Calloway responded to a few questions from the Commission. Mayor Dressler opened the Public Hearing and with no one wishing to speak, closed the Public Hearing. City Attorney Goren suggested that the applicant appear and formally agree to the Board Order. Keith Clayborne appeared on behalf of the applicant and supported the Board Order. Motion passed unanimously (5-0).

BOARD ORDER 2017-01

Mayor Dressler said Items 11 (b) and (c) will be presented together but voted on separately. City Attorney Goren read TBO No. 12 and TR12899 by titles into the record. City Clerk Teufel swore in all affected parties.

b. Temp. Board Order No. 12 - 7/Eleven: Special Exception: The applicant, Bill Pfeffer, P.E., of Bowman Consulting Group, designated agent for the property owner, Quantum XIV Developments USA, Inc., (the "Applicant"), filed an application with the City of Tamarac ("City") Department of Community Development for the following Special Exception Use: Special Exception Approval to allow for the use of a convenience store with gas sales for the proposed 7-Eleven- #38035- Tamarac in a B-2 (Planned Community Business) Zoning District pursuant to the Permitted Uses Master List, Section 24-434, Tamarac Code of Ordinances. Vice Mayor Placko seconded by Commissioner Gomez moved approval of TBO No. 12. Community Development Director Calloway appeared and gave a presentation, a copy of which is on file in the City Clerk's Office, and ended by saying that staff and the Planning Board recommend approval, with conditions, of the variance and site plan. Attorney Heidi Davis appeared on behalf of the applicant. Ms. Davis introduced Todd Krajewski, 7 Eleven Market Manager and Bill Pfeffer, Vice President of Bowman Consulting Group to the Commission. Ms. Davis gave a presentation, a copy of which is on file in the City Clerk's Office. Mr. Pfeffer touched on the design elements of the project and walked the Commission through the site plan. Ms. Davis went over the Special Exception requirements and talked about 7 Eleven's Community Programs.

Mayor Dressler asked for any Commission disclosures: Commissioner Bolton said he met with Ms. Knapik, Carlos Chayo and Roger Posey; Vice Mayor Placko met with Ms. Davis, and Mr. Posey and had email contact the Mr. Chayo; Mayor Dressler said he met with Ms. Davis and Mr. Posey; Commissioner Gomez did not meet with anyone but had an email from Mr. Chayo which she had not read and Commissioner Fishman met with Ms. Davis and Mr. Posey and spoke with Kelley Mallette from Ron Book's Office.

Mayor Dressler opened the floor for Commission discussion. Community Development Director Calloway, Mr. Carl Peterson, Traffic Engineer for Tamarac, Ms. Davis, Mr. Krajewski and City Attorney Goren responded to questions and concerns from the Commission.

Mayor Dressler opened the Public Hearing on TBO No. 12 and with no one wishing to speak, closed the Public Hearing. Motion passed (4-0) with Commissioner Bolton dissenting.

BOARD ORDER 2017-02

c. TR12899 - 7/Eleven - New Development Site Plan: A Resolution of the City Commission of the City of Tamarac, Florida, granting New Development Site Plan approval (with conditions) for 7-Eleven- #38035-Tamarac, to allow for the proposed 2,565 square foot convenience store and motor fuel facility with four (4) gasoline pumps containing eight (8) fueling positions, for the subject property located on the northwest corner of West Commercial Boulevard and

NW 31st Avenue at 3101 West Commercial Boulevard (specifically Parcel A, Amoco at Commercial Boulevard, according to the Plat thereof, recorded in Plat Book 92, Page 12, of the public records of Broward County, Florida) (Case No. 21-SP-16); providing for conflicts; providing for severability; and providing for an effective date. Commissioner Gomez seconded by Commissioner Gomez seconded by Commissioner Fishman moved approval of TR12899.

Mayor Dressler asked for any Commission disclosures: Commissioner Bolton said he met with Ms. Davis, Carlos Chayo and Roger Posey; Vice Mayor Placko met with Ms. Davis, and Mr. Posey and had email contact the Mr. Chayo; Mayor Dressler said he met with Ms. Davis and Mr. Posey; Commissioner Gomez did not meet with anyone but had an email from Mr. Chayo which she had not read and Commissioner Fishman met with Ms. Davis and Mr. Posey and spoke with Kelley Mallette from Ron Book's Office.

Mayor Dressler said all documents and presentations have been entered into the record and accepted as evidence.

Mayor Dressler opened the Public Hearing and with no one wishing to speak, closed the Public Hearing.

Motion passed unanimously (5-0).

RESOLUTION R-2017-09

12. OTHER

There being no further business to come before the City Commission, Mayor Dressler adjourned the meeting at 11:40 a.m.

Harry Dressler, Mayor

Patricia Teufel, CMC
City Clerk



Title - TR12904 - Ferguson Group, LLC - Amendment # 8 for Federal Lobbying Services

A Resolution of the City Commission of the City of Tamarac, Florida; approving Amendment #8 to the agreement between the City of Tamarac and the Ferguson Group, LLC, for federal lobbying services, extending the term of the agreement for a one year period effective February 13, 2017 at a cost not to exceed eighty-five thousand five hundred (\$85,500.00) dollars per year; authorizing the appropriate City Officials to execute Amendment #8 to the agreement; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:

Description	Upload Date	Type
▢ TR 12904 Ferguson Amendment #8 - Memo	1/24/2017	Cover Memo
▢ TR 12904 - Ferguson Amendment #8 - Reso	1/31/2017	Resolution
▢ TR 12904 - Ferguson Amendment #8 - Agreement - Exhibit A	1/23/2017	Exhibit
▢ Original Agreement - Ferguson Group (Backup Material)	1/23/2017	Backup Material

**CITY OF TAMARAC
INTEROFFICE MEMORANDUM
CITY MANAGER'S OFFICE**

**TO: MICHAEL CERNECH,
CITY MANAGER**

DATE: JANUARY 18, 2017

**FROM: DIANE PHILLIPS,
ASSISTANT CITY MANAGER**



**RE: TR 12904- THE FERGUSON
GROUP AMENDMENT #8**

Recommendation:

Place the above referenced item on the February 8th, 2017 City Commission Meeting agenda for Commission consideration.

Issue:

Approval of Amendment #8 to the agreement between the City of Tamarac and The Ferguson Group, LLC providing for Federal lobbying services for an additional one year period.

Background:

In February 2008 the City entered into an agreement for Federal lobbying services with The Ferguson Group, LLC. The original two year agreement provided that upon expiration, the parties could choose to extend the agreement annually. The Ferguson Group specializes in representing local governments and public agencies and provides assistance and counsel on appropriations, federal grants and legislative policy matters. Over the course of the agreement, the City has worked with The Ferguson Group to affect and/or support legislative issue of importance to Tamarac and to identify sources of funding for key City projects, through both the appropriation and grant process.

As the funding process at the national level remains focused on agency grant awards versus legislative appropriations, the Ferguson Group has focused on identifying sources of grant funding for specific City projects. Over the course of the past year, while we continued to monitor appropriations, the City and Ferguson staff focused on identifying federal grant opportunities for key projects and assisted with preparation and/or review of applications for submission.

We continue to seek congressional support for major projects. The following requests remain at the focal point for congressional consideration.

- Tamarac Village
- Pine Island Road pedestrian crossing
- Fire stations and related needs
- Arterial corridor redevelopment

The existing agreement provides that the Ferguson Group will plan and implement legislative strategies designed to accomplish the City's initiatives, assist in the preparation of supporting materials for the

initiatives, develop meetings with members of Congress and staff to advance the initiatives, and serve as a liaison to federal agencies relevant to the initiatives.

The proposed eighth amendment to the agreement provides for continuation of services at the current rate of \$85,500 per year through February 12, 2018, under the same terms and conditions as the existing agreement. The agreement provides for no additional fees or expenses other than those related to out of town travel and travel between Washington and Florida. All travel expenses are subject to prior approval by the City.

Fiscal Impact:

Approval of the Resolution and Amendment #8 provides for continuation of Federal lobbyist services through February 12, 2018, at a rate of \$85,500 per year. Funds for Federal lobbyist services are included in the FY17 adopted budget.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2017-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA; APPROVING AMENDMENT #8 TO THE AGREEMENT BETWEEN THE CITY OF TAMARAC AND THE FERGUSON GROUP, LLC, FOR FEDERAL LOBBYING SERVICES, EXTENDING THE TERM OF THE AGREEMENT FOR A ONE YEAR PERIOD EFFECTIVE FEBRUARY 13, 2017 AT A COST NOT TO EXCEED EIGHTY-FIVE THOUSAND FIVE HUNDRED (\$85,500.00) DOLLARS PER YEAR; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE AMENDMENT #8 TO THE AGREEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac Commission has expressed its interest in retaining the services of a qualified professional lobbyist to represent the City of Tamarac's legislative, administrative and funding interests at the Federal, State and Local levels; and

WHEREAS, the City of Tamarac entered into an Agreement with The Ferguson Group LLC, on February 13, 2008, (a copy of said agreement is on file in the office of the City Clerk), providing for said lobbying services for a two (2) year period; and

WHEREAS, the City of Tamarac has amended the Agreement annually providing for continuation of lobbying services; and

WHEREAS, the current agreement expires on February 12, 2017 and provides that the parties may renew the agreement; and

WHEREAS, the City Commission of the City of Tamarac, Florida, deems it to be in the best interest of the citizens and residents of the City of Tamarac to approve and execute Amendment #8 to the Agreement between the City of Tamarac and The Ferguson Group, LLC (attached hereto as Exhibit "A"), providing for Federal Lobbying Services at a cost not to exceed Eighty-Five Thousand Five Hundred (\$85,500.00) Dollars, extending the agreement for a one year term through February 12, 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, THAT:

SECTION 1: The foregoing 'WHEREAS' clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution. All exhibits attached hereto are incorporated herein and made a specific part of this Resolution.

SECTION 2: The City Commission hereby approves Amendment #8 to the Agreement between the City of Tamarac and The Ferguson Group, LLC providing for Federal Lobbying Services at a cost not to exceed \$85,500, extending the agreement through February 12, 2018.

SECTION 3: The appropriate City Officials are hereby authorized to execute Amendment to the Agreement for Lobbying Services between the City of Tamarac and The Ferguson Group, LLC, attached hereto as Exhibit "A".

SECTION 4: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: If any clause, section, other part or application of this Resolution is

held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 6: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2017.

HARRY DRESSLER, Mayor

ATTEST:

PATRICIA A. TEUFEL, CMC
City Clerk

I HEREBY CERTIFY that I have
approved this RESOLUTION as to form.

SAMUEL S. GOREN
City Attorney

/RS



TR 12904
A

**AMENDMENT #8
TO AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND
THE FERGUSON GROUP**

The CITY OF TAMARAC ("City") and THE FERGUSON GROUP, LLC a Limited Liability Company with principal offices located at 1130 Connecticut Avenue NW, Suite 300, Washington, DC 20036 ("Consultant") agree to execute Amendment #8 to the original Agreement dated February 13, 2008, amended February 4, 2010, February 9, 2011, February 8, 2012, February 13, 2013, January 22, 2014, February 11, 2015, January 13, 2015 and January 13, 2016, providing for Lobbying Services as follows:

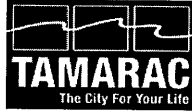
1. Article 1 of the agreement shall be amended as follows:

ARTICLE 1 – EFFECTIVE DATE

- 1.1 The effective date of this Agreement shall be for a one (1) year period beginning on ~~February 13, 2016~~ February 13, 2017.

* * *

All other provisions of the original Agreement, as amended, remain in effect as written.



IN WITNESS WHEREOF, the parties have made and executed this Amendment to Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONSULTANT, duly authorized to execute same.

CITY OF TAMARAC

Harry Dressler, Mayor

Date

ATTEST:

Michael C. Cernech, City Manager

Patricia Teufel, CMC
City Clerk

Date

Date

Approved as to form and legal sufficiency:

Samuel S. Goren, City Attorney

Date



FERGUSON GROUP, LLC

ATTEST:

Lisa G. Phillips

Signature

LISA G. PHILLIPS

Type/Print Name

Signature of Consultant

W. Robert Gwinn

Type/Print Name of Consultant

Date

1/19/17

(CORPORATE SEAL)

STATE OF Washington :COUNTY OF D.C. :

ss.:

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared W. Robert Gwinn of The Ferguson Group, LLC, a CEO, Limited Liability Company, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal this 19th Jan, 2017.

JOHN H. SMITH III
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires March 14, 2018

Signature of Notary Public
State of D.C. at Large

John H. Smith III

Print, Type or Stamp
Name of Notary Public



Personally known to me or
Produced Identification

Type of I.D. Produced



DID take an oath, or
DID NOT take an oath.



CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2008-12

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO AWARD LOI #08-07L AND EXECUTE AN AGREEMENT BETWEEN THE CITY OF TAMARAC AND THE FERGUSON GROUP PROVIDING FOR FEDERAL LOBBYING SERVICES FOR A TWO (2) YEAR PERIOD; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac Commission desires to continue to retain the services of a qualified professional lobbyist to represent the City of Tamarac's legislative, administrative and funding interests at the Federal level; and

WHEREAS, the current agreement for Federal Lobbying Services has expired; and

WHEREAS, the City of Tamarac solicited LOI #08-07L requesting proposals from firms interested in providing federal lobbyist services to the City of Tamarac (incorporated by reference and on file in the office of the City Clerk); and

WHEREAS, the following seven (7) firms responded to the City's request:

1. The Ferguson Group, LLC
2. Marlowe & Company
3. Van Scoyoc Associates
4. MWW Group
5. Monument Strategies, LLC
6. U.S. Strategies Corp.
7. Akerman Senterfitt; and

WHEREAS, an Evaluation and Selection Committee consisting of the Deputy

City Manager, Assistant City Manager, Director of Financial Services and Management Analyst I, reviewed the proposals, short listed the following top ranked firms as indicated, and invited them to make presentations before the Mayor and City Commissioner on January 28, 2008,

1. Van Scoyoc & Associates
2. Marlowe & Company
3. The Ferguson Group; and

WHEREAS, after evaluation of the documents submitted and presentations made by the proposing firms, the Mayor and City Commission deemed The Ferguson Group as the most qualified proposer; and

WHEREAS, staff entered into negotiations with The Ferguson Group resulting in the agreement for services (attached hereto as Exhibit "1"); and

WHEREAS, the City Commission of the City of Tamarac, Florida, deems it to be in the best interest of the citizens and residents of the City of Tamarac to award LOI #08-07L and to execute an agreement between the City of Tamarac and The Ferguson Group providing for federal lobbying services (attached hereto as Exhibit "1").

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA:

SECTION 1: The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

SECTION 2: The appropriate City Officials are hereby authorized to award LOI #08-07L to and execute an agreement between the City of Tamarac and The Ferguson Group (attached hereto as Exhibit "1") for federal lobbying services for a two (2) year


period.

SECTION 3: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.


SECTION 4: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 5: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this 13th day of February, 2008.

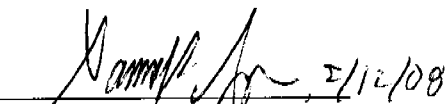

BETH FLANSBAUM-TALABISCO
Mayor

ATTEST:


MARION SWENSON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:
MAYOR FLANSBAUM-TALABISCO yes
DIST 1: V/M PORTNER absent
DIST 2: COMM ATKINS-GRAD yes
DIST 3: COMM. SULTANOF absent
DIST 4: COMM. DRESSLER yes

I HEREBY CERTIFY that
I have approved this
RESOLUTION as to form.


SAMUEL S. GOREN
CITY ATTORNEY



AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND
THE FERGUSON GROUP

THIS AGREEMENT made and entered into this 13 day of February, 2008, by and between the City of Tamarac, a municipal corporation of the State of Florida, hereinafter referred to as "City", and The Ferguson Group, LLC a Limited Liability Corporation, with principal offices located at 1130 Connecticut Avenue, NW Suite 300 Washington, DC 20036 hereinafter referred to as "Consultant":

WHEREAS, the City requires government relations services at the Federal level; and,

WHEREAS, the City requires certain professional services in connection with the provision of government relations services and the development of a government relations program designed for use at the Federal level; and,

WHEREAS, the Consultant represents that it is capable and prepared to provide such services:

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

ARTICLE 1 - EFFECTIVE DATE

- 1.1 The effective date of this Agreement shall be for a two (2) year period beginning on date of execution.
- 1.2 Upon expiration of this term, the parties may choose to renew the Agreement by mutual written agreement for the same rate as provided herein, for a term to be set in the renewal agreement.

ARTICLE 2 - SERVICE TO BE PERFORMED BY CONSULTANT

The Consultant shall perform the services in accordance with the provisions contained in this Agreement and the Consultant's proposal provided to the City of Tamarac, dated January 15, 2008, attached hereto as Exhibit A, and incorporated herein as if set forth in full. Additional scope of work may be specifically designated and additionally authorized by the City. Such additional authorizations will be in the form of a Purchase Order or written Change Order. Each Purchase Order or written Change Order shall set forth a specific scope of services, the amount of compensation and the required completion date. In the event of a conflict between this Agreement and Exhibit A, the provisions of this Agreement shall govern.

In its capacity as a consultant, the Consultant shall make its best efforts to assist the City in pursuing government relations objectives. The nature of these objectives shall be determined by the City with the advice and assistance of the Consultant.



In this role, Consultant shall plan and implement all legislative strategies designed to accomplish the City's initiatives, assist in the preparation of supporting materials for the initiatives, develop meetings with Members of Congress and staff to advance the initiatives, and serve as a liaison to federal agencies relevant to the initiatives.

ARTICLE 3 – COMPENSATION

- 3.1 The City shall pay an annual aggregate fee of \$95,000, inclusive of expenses with the exception of out of town travel expenses and travel from Washington DC to City which may be reimbursed subject to prior written approval by the City.
- 3.2 Reimbursable expenses shall be compensated at the actual cost. No additional overhead or profit may be claimed as an expense. All invoices submitted for reimbursement of actual expenses incurred pursuant to the terms of this Agreement shall include copies of paid receipts, invoices, or other documentation acceptable to the City. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Services described in this Agreement.

ARTICLE 4 - STANDARD OF CARE

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a professional under similar circumstances.

ARTICLE 5 - INDEMNIFICATION

- 5.1. Consultant shall, in addition to any other obligation, indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, its agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged: a). Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting, or claimed to have resulted in whole or in part from any actual or alleged negligent act or omission of the Consultant and any sub-Consultant, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the Work; or b). violation of law, statute, ordinance, governmental administration order, rule, regulation, or infringement of patent rights by consultant, in the performance of the Work; or c). liens, claims or actions made by the Consultant or any sub-Consultant under workers compensation acts, disability benefit acts, other employee benefit acts or any statutory bar. Any cost or expenses, including attorney's fees, incurred by the City to enforce this agreement shall be borne by the Consultant.
- 5.2. Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.



- 5.3. The Consultant shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
- 5.4. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Consultant under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or section 768.28, Florida Statutes, as amended from time to time.

ARTICLE 6 – NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. The Contractor will take affirmative action to ensure that employees are treated during employment, without regard to their race, color, sex, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 7 INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Consultant is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Consultant shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Consultant's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Consultant, which policies of Consultant shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Consultant's funds provided for herein. The Consultant agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Consultant and the City and the City will



not be liable for any obligation incurred by Consultant, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 8 PAYMENTS

- 8.1 **Fees:** The City shall pay in full the Contract Sum to the Consultant on a quarterly basis as noted in Article 3 of this Agreement unless the parties agree otherwise. The City shall pay the Consultant subject to the provisions of this Agreement, subject to any additions and deductions by subsequent change order provided in the contract documents. Payments for Fees shall be made under the following quarterly schedule during the contract period: February, May, August , and November .
- 8.2 **Expenses:** A statement of actual expenses incurred shall be made to the City at the end of each month for expenses incurred during the previous month. The statement shall be made payable monthly so long as such expenses were authorized by the City in writing in advance of Consultant incurring such expense.
- 8.3 Payments shall be processed in accordance with The Florida Prompt Payment Act, F.S., Part VII, Chapter 218.
- 8.4 Federal funds may not be used to pay Consultant's fees or expenses.
- 8.5 Payments shall be remitted to the The Ferguson Group 1130 Connecticut Avenue N.W., Ste. 300, Washington, D.C. 20036
- 8.6 **ARTICLE 9 - COMPLIANCE WITH LAWS**

In performance of the services, Consultant will comply with applicable regulatory requirements applicable generally to its business operations including federal, state, and local laws, rules regulations, orders, codes, criteria and standards.

ARTICLE 10 – INSURANCE

- 10.1 Consultant shall obtain at Consultant's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the City, including Professional Liability when appropriate. Consultant shall maintain such insurance in full force and effect during the life of this Agreement. Consultant shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Consultant will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.
- 10.2 Consultant shall indemnify and hold the City harmless for any damages resulting from failure of the Consultant to take out and maintain such



insurance. Consultant's Liability Insurance policies shall be endorsed to add the City as an additional insured. Consultant shall be responsible for payment of all deductibles and self-insurance retentions on Consultant's Liability Insurance policies.

ARTICLE 11 - CITY'S RESPONSIBILITIES

The City shall be responsible for providing access to all project records and for providing project-specific information as required to facilitate the efficient and effective execution of the services to be provided by the Consultant as provided in this Agreement.

ARTICLE 12 - TERMINATION OF AGREEMENT

- 12.1 **Termination for Convenience:** This Agreement may be terminated by the City for convenience, upon thirty (30) days written notice by the terminating party to the other party for such termination in which event the Consultant shall be paid its compensation for services performed up to the termination date, including services reasonably related to termination. In the event that the Consultant abandons this Agreement or causes it to be terminated, Consultant shall indemnify the City against loss pertaining to this termination.
- 12.2 **Default by Consultant:** In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Consultant neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Consultant of written notice of such neglect or failure.

ARTICLE 13 - NONDISCLOSURE OF PROPRIETARY INFORMATION

Consultant shall consider all information provided by City and all reports, studies, calculations, and other documentation resulting from the Consultant's performance of the Services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of City or in response to legal process.

ARTICLE 14 - UNCONTROLLABLE FORCES

- 14.1 Neither the City nor Consultant shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood,



earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

- 14.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 15 - GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Broward County, Florida.

ARTICLE 16 - MISCELLANEOUS

- 16.1 **Non-waiver:** A waiver by either City or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.
- 16.2 **Severability:** Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- 16.3 The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.
- 16.4 **Merger; Amendment:** This Agreement constitutes the entire Agreement between the Consultant and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Consultant and the City.
- 16.5 **No Construction Against Drafting Party:** Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other



presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

- 16.6 **Binding Authority:** Each person signing this Agreement on behalf of either party individually warrants that he or she has the full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 16.7 **Headings:** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.
- 16.8 During the Term of this Agreement, and for a period of six (6) months following the Term's conclusion, or for six (6) months after the date on which the City terminates the Agreement, the Consultant and its employees are prohibited from lobbying the City Commission, City Manager, or any City Employees on any matter that will or may be presented to the City Commission or City Manager for final approval, final award, or any related consideration. This prohibition on lobbying, includes, but is not limited to meetings, telephone calls, e-mail, letters, memoranda, notes, or any other form of verbal or written communication intended to influence or persuade a member of the City Commission, the City Manager, or any City Employee on any land use, land development, contract, employment, or any other City related matter.

ARTICLE 17 - SUCCESSORS AND ASSIGNS

The City and Consultant each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

ARTICLE 18 - CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 19 - TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that the contract amount charged by Consultant in this



Agreement is based upon the standard amount charged to state and local governmental clients of Consultant for the same or substantially similar service.

ARTICLE 20 - OWNERSHIP OF DOCUMENTS

Consultant may be required to work in harmony with other Consultants or Sub-consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the City upon completion for its use and distribution as may be deemed appropriate by the City.

ARTICLE 21 - FUNDING

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 22 - NOTICE

- 22.1 Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY:

City Manager
City of Tamarac
7525 NW 88th Avenue
Tamarac, Florida 33321-2401

With a copy to the City Attorney at the following address:

City Attorney
City of Tamarac
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

CONSULTANT:

Valerie Levine Gelnovatch
Principal
The Ferguson Group, LLC
1130 Connecticut Avenue, NW Suite 300
Washington, DC 20036



- 22.2 Notices shall be effective when received at the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Facsimile is acceptable notice effective when received, however, facsimiles received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.
- 22.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and City.

Remainder of Page Intentionally Blank



IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONSULTANT, signing by and through its Senior Vice President, duly authorized to execute same.

CITY OF TAMARAC

Beth Flansbaum-Talabisco
Beth Flansbaum-Talabisco, Mayor

2/13/08
Date

Jeffrey L. Miller
Jeffrey L. Miller, City Manager

2/13/08
Date:

ATTEST:

Marion Swenson
Marion Swenson, CMC
City Clerk

2/15/08
Date

Approved as to form and legal sufficiency:

Samuel S. Goren 2/12/08
Samuel S. Goren, Interim City Attorney

2/13/08
Date

ATTEST:

Signature of Corporate Secretary

Type/Print Name of Corporate Secy.

Date

The Ferguson Group, LLC

Company Name

Wm Ferguson
Signature of President/Owner

Volume Sch
Principal

2/11/08
Date

(CORPORATE SEAL)



CORPORATE ACKNOWLEDGEMENT

STATE OF District of Columbia:
COUNTY OF Washington DC:
:SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared William Ferguson, Jr., Chief Executive Officer of the Ferguson Group, LLC a Washington DC Limited Liability Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this day of Feb. 8, 2008.

Marilyn Newmark
Signature of Notary Public
State of Wash DC at Large

MARILYN NEWMARK
Print, Type or Stamp
Name of Notary Public

☐ Personally known to me or
☒ Produced Identification

Direct Licence
Type of I.D. Produced

☒ DID take an oath, or
☐ DID NOT take an oath.



Title - TR12901 - Approving Purchase of Replacement Vehicles Per the FY 2017 Vehicle Replacement Program

A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the purchase of new and replacement vehicles and equipment utilizing competitive procurement methods and current agreements available for cooperative purchase at the time of purchase, including the agreement awarded by the Florida Sheriff's Association, in the best interest of the City; authorizing the appropriate City Officials to select, approve, and award the purchase of said equipment and vehicles utilizing Bid No. 17-06B and current agreements available for cooperative purchase at the time of purchase in the best interest of the City and to award Bid No. 17-06B to Fouts Bros. Inc. In the amount of \$92,038.00; authorizing an expenditure in an amount not to exceed \$459,760.00 from the appropriate accounts for all vehicles; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:

Description	Upload Date	Type
▣ TR 12901 Memo	1/25/2017	Cover Memo
▣ TR12901 Resolution	2/2/2017	Resolution
▣ TR 12901 Exhibit 1	1/25/2017	Exhibit
▣ TR 12901 Exhibit 2 (Bid 17-06B Response)	1/25/2017	Exhibit
▣ TR 12901 Exhibit 3	1/25/2017	Exhibit

**CITY OF TAMARAC
INTEROFFICE MEMORANDUM
PUBLIC SERVICES DEPARTMENT**

TO: Michael C. Cernech, City Manager

DATE: January 23, 2017

THRU: Jack Strain, Public Services Director

**FROM: Troy Gies, Budget and Contracts
Manager**

**RE: Temp. Reso. #12901 – Purchase of
New and Replacement Vehicles and
Equipment – Agenda February 8,
2017**

Recommendation

I recommend the City Commission of the City of Tamarac authorize the purchase of new and replacement vehicles and equipment as approved in the Fiscal Year 2017 Budget in the amount not to exceed \$459,760.00; and further authorize the appropriate City Officials to select, approve, and award the purchase of said vehicles and equipment utilizing competitive procurement methods and current Agreements available for cooperative purchases at the time of purchase including, but not limited to, Agreements awarded by the Florida Sheriff's Association; and that this item be placed on the February 8, 2017 agenda.

Issue

Purchase of replacement vehicles and equipment per the Fiscal Year 2017 Adopted Budget.

Background

On an annual basis the Public Services Department reviews the City fleet in order to determine those vehicles and equipment which require replacement. A number of factors are considered in determining whether a vehicle or equipment requires replacement including age, mileage, value and life-to-date repair costs. A recommendation for replacement is made when the economic benefit of retaining a vehicle decreases and the cost of maintenance substantially increases. Vehicles either requested for replacement or requested as new vehicles, which were subsequently approved in the Fiscal year 2017 Capital Improvement or Departmental Budgets, are summarized below in the Fiscal Impact.

Replacement Vehicle Procurement:

The City will utilize the procurement method which is most advantageous to the City, and which best meets the operational needs of the City. The use of competitively bid contracts available for cooperative purchase has been shown to be the most efficient method of procurement in the past. The contracts to be used include, but are not limited to, the Florida Sheriff's Association. Additionally, there may be some instances where an existing contract may not be in place for certain specialty vehicles required by the City, and in such cases the City may issue a competitive bid or quotation for that specific requirement. This is the case with Fire-Rescue Vehicle 357, the Battalion Chief Vehicle. The specific needs and requirements for this vehicle warranted the use of a competitive bid, and to this end, Invitation for Bid No. 17-06B was issued and advertised. As a result, bids were due on January 17, 2017, with a single bid received from Fouts Bros., Inc. and approval of this proposed Resolution will authorize the appropriate City Officials to award said bid to Fouts Bros., Inc. in the amount of \$92,038.00.

Replacement Index:

Replacement Index is an objective evaluation tool which uses the following criteria to establish the replacement index, and vehicles which either have a score of 30 or greater are deemed to require replacement due to overall condition, cost of maintenance, etc. Vehicles with a score of 25 to 29 are

evaluated to determine if it is cost-effective and safe to continue usage until the next fiscal year. The method has shown to be an effective means to identify and plan for the replacement of vehicles and to maximize the useful life of the fleet.

Evaluation Criteria includes the following:

Service Type: Light, moderate, or heavy use (e.g. routine/regular street usage of a sedan compared with very frequent duty service of a heavy truck)

Maintenance and Repair Ratio: Percentage of life-to-date maintenance and repairs to original purchase price

Condition: Excellent to poor, translates into combined objective ranking (e.g. body condition / rust) and subjective judgment of fleet professionals

Age Index: .85 of 1 point for each year of chronological age based on vehicle year

Miles Index: .85 of 1 point for each 10,000 miles

Reliability: Frequency that a vehicle is in the shop compared to the average of all vehicles

The proposed vehicle and equipment replacement for Fiscal Year 2017 includes the following vehicles from the General Fund and Utilities Fund; see Exhibit "1" to Temp Resolution 12901 for more details:

	Unit	Dept.	Year	Current Make / Model	FY17 Adopted Budget	Replacement Make / Model	Replacement Index
1	351	Fire Rescue	2006	Ford Ranger	\$34,000.00	Ford F150	20.56*
2	357	Fire Rescue	2008	Ford F350 Crew Cab	\$100,000.00	Ford F450 Crew Cab	22.16*
3	358	Fire Rescue	2011	Ford Escape	\$26,760.00	Ford Explorer	22.18*
4	550	Building	2004	Ford Explorer	\$31,000.00	Ford Explorer	29.44
5	555	Building	2006	Ford Ranger Ext Cab	\$22,000.00	Ford F150	25.84
6	551	Building	2004	Ford Explorer	\$22,000.00	Ford F150	29.44
7	2053	PUBLIC SVC-SW	2003	Ford F450 Pickup	\$58,000.00	Ford F450 Crew Cab w/ Dump Body	29.52
8	2058	PUBLIC SVC	2005	Chevrolet 2500	\$29,000.00	Ford F250	31.95
9	2060	PUBLIC SVC	2005	Chevrolet 2500	\$29,000.00	Ford F250	31.44
10	2703	PUBLIC SVC	2000	Ford F150	\$27,000.00	Ford F150	29.60
11	6554	Comm Dev	2005	Ford Ranger Pickup	\$27,000.00	Chevrolet Equinox	30.64
12	New	PUBLIC SVC	N/A	N/A	\$27,000.00	Ford F150	N/A
13	New	PUBLIC SVC	N/A	N/A	\$27,000.00	Ford F150	N/A
FY 17 Total Vehicle Replacement Budget					\$459,760.00		

* Vehicles 351, 357, and 358 are being recommended for replacement due to departmental needs; and the proposed replacement units will better meet the requirements of their respective uses and missions due, in part, to size and expanded utility for their respective missions.

Replacement Cost:

Replacement cost of the vehicles is based upon the rates in the Agreements utilized, such as the current Florida Sheriff's Association Bid, for the makes and models deemed to be equivalent to the vehicles being replaced. Also, prior to selection of makes and models of replacement vehicles, City staff determine whether the type of usage and departmental needs have changed which would warrant a different type of vehicle. Finally, options (e.g. utility beds, extended cabs) are included in the budgeted price to ensure accuracy and that departmental needs are met.

Fiscal Impact

The actual purchase price of individual vehicles may vary slightly due to the variable cost of aftermarket/dealer-installed equipment (e.g. light bars, strobe lights, bed liners, lift gates, etc.). Therefore, the purchase price listed above includes a 3% allowance for additional parts, accessories, and other equipment (e.g. Bluetooth) which may be added by the manufacturer or installed aftermarket.

However, the total expenditure will not exceed the amount approved via this proposed Resolution; and all such additional equipment is only approved to ensure the safe operation of the vehicle and to meet specific operational needs. Additionally, certain models, such as Chevrolet S/10 and Ford E250 Van, have been phased out and suitable substitutions have been made from vehicles on available agreements.

Proposed Purchase Summary:

Total Proposed Vehicle Replacement Purchase in FY 2017	\$ 459,760.00
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Funding was approved for these purchases as part of the FY 2017 Budget and funding is available, as detailed below, in the following funds and accounts:

Fund	Account / Project Number	FY17 Budget
Building Fund – Capital Equipment	301-3500-524.64.05 CV16A	75,000.00
Fire Rescue Fund – Capital Equipment	301-4520-522.64-05 CV17F	160,760.00
Capital Equipment Fund – General Government	301-9000-519.64-05 CV17B	166,000.00
Stormwater Fund – Capital Equipment	410-5050-538.64-05	\$58,000.00
Total Replacement Vehicles - Funded FY 2017		\$ 459,760.00

The Proposed FY 2017 Vehicle Replacement Purchase will not exceed \$459,760.00.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R- 2017_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AUTHORIZING THE PURCHASE OF NEW AND REPLACEMENT VEHICLES AND EQUIPMENT UTILIZING COMPETITIVE PROCUREMENT METHODS AND CURRENT AGREEMENTS AVAILABLE FOR COOPERATIVE PURCHASE AT THE TIME OF PURCHASE, INCLUDING THE AGREEMENT AWARDED BY THE FLORIDA SHERIFF'S ASSOCIATION, IN THE BEST INTEREST OF THE CITY; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO SELECT, APPROVE, AND AWARD THE PURCHASE OF SAID EQUIPMENT AND VEHICLES UTILIZING BID NO. 17-06B AND CURRENT AGREEMENTS AVAILABLE FOR COOPERATIVE PURCHASE AT THE TIME OF PURCHASE IN THE BEST INTEREST OF THE CITY AND TO AWARD BID NO. 17-06B TO FOUTS BROS. INC. IN THE AMOUNT OF \$92,038.00; AUTHORIZING AN EXPENDITURE IN AN AMOUNT NOT TO EXCEED \$459,760.00 FROM THE APPROPRIATE ACCOUNTS FOR ALL VEHICLES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, funds were appropriated in the Adopted Fiscal Year 2017 Budget for replacement of vehicles and heavy equipment; and

WHEREAS, the timely replacement of City vehicles and equipment is necessary in order to ensure the effective and efficient delivery of services by City departments; and

WHEREAS, City of Tamarac Code, §6-148 allows the Purchasing Officer the authority to waive purchasing procedures and purchase equipment which is the subject of contracts with other governmental agencies; and

WHEREAS, it has been proven in the marketplace that formal competitive bids

available for cooperative purchase provide the lowest prices as well as the most efficient method for purchasing vehicles and heavy equipment; and

WHEREAS, the Director of Public Services, Director of Financial Services, and Purchasing and Contracts Manager have determined that it is in the City's economic interests to purchase replacement vehicles and equipment as identified in "Exhibit 1", attached hereto, utilizing current agreements available for cooperative purchase including, but not limited to, the Agreement awarded by the Florida Sheriff's Association (FSA), a copy of the FSA Agreement is incorporated herein by reference and on file in the office of the City Clerk; and

WHEREAS, the Fire Battalion Chief Vehicle, identified in "Exhibit 1" as Vehicle No. 357, is a special use vehicle for the Fire-Rescue Department including modifications and additional equipment, which are beyond the scope of a cooperative contract and warranted a separate competitive bid; and

WHEREAS, the City of Tamarac publicly advertised Bid No. 17-06B for the Battalion Chief Vehicle on December 14, 2016; a copy of Bid No. 17-06B is incorporated herein by reference and on file in the office of the City Clerk; and

WHEREAS, on January 17, 2017, one (1) sealed bid received from Fouts Brothers, Inc. was opened and evaluated, a copy of the submittal is attached hereto as "Exhibit 2" and made a specific part of this Resolution; and

WHEREAS, it was determined that the submittal from Fouts Bros., Inc. was responsible and responsive; and

WHEREAS, the appropriate City Staff shall be authorized to award Bid No. 17-06B to Fouts Bros., Inc. in the amount of \$92,038.00; and

WHEREAS, Funds in the amount of \$459,760.00 exist in the FY 2017 Adopted

Budget, of which, \$75,000.00 is available in the Building Fund – Capital Equipment Fund, \$160,760.00 is available in the Fire Rescue – Capital Equipment Fund, \$166,000.00 is available in the General Government (Non-Departmental) – Capital Equipment Fund, and \$58,000.00 is available in the Stormwater Fund; a detailed budget summary is hereto attached as “Exhibit 3”; and

WHEREAS, it is in the best interest of the City to authorize the appropriate City officials to select, approve, and award the most cost effective procurement method utilizing competitive procurement methods and current agreements available for cooperative purchase at the time of purchase including, but not limited to, the Agreement awarded by the Florida Sheriff’s Association; and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interest of the citizens and residents of the City of Tamarac that the appropriate City Officials be authorized to select, approve and award the cost effective choice for replacement vehicles and equipment as identified in “Exhibit 1” be purchased utilizing competitive procurement methods and current agreements available for cooperative purchase, including, but not limited to, the Agreement awarded by the Florida Sheriff’s Association.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA:

SECTION 1: The foregoing “WHEREAS” clauses are HEREBY ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof and all exhibits referenced and attached hereto are

incorporated herein and made a specific part of this Resolution.

SECTION 2: The City Commission of the City of Tamarac authorizes the purchase of new and replacement vehicles and equipment utilizing competitive procurement methods and current agreements available or cooperative purchase, at the time of purchase, including the Agreement awarded by the Florida Sheriff's Association; and the City Commission further awards the purchase of a new Fire Battalion Chief Vehicle pursuant to Invitation for Bid No. 17-06B to the lowest responsive and responsible bidder, Fouts Bros., Inc. in the amount of \$92,038.00; authorizing an expenditure in an amount not to exceed \$459,760.00 from the appropriate accounts for all vehicles. The appropriate City Officials are further authorized to execute all appropriate agreements and do all things necessary to effectuate this Resolution."

SECTION 3: Funds totaling \$459,760.00 were appropriated in the Adopted Fiscal Year 2017 Budget for the purchase of replacement vehicles as identified in "Exhibit 1", of which, \$75,000.00 was provided for in the Building Fund—Capital Equipment Fund, \$160,760.00 was provided in the Fire-Rescue Capital Equipment Fund, \$166,000.00 was provided in the General Government (Non-Departmental) Capital Equipment Fund, and \$58,000.00 was provided for in the Stormwater Fund; a detailed budget summary is hereto attached as "Exhibit 3".

SECTION 4: An expenditure in the amount of \$459,760.00 for said purpose is hereby authorized.

SECTION 5: All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6: If any clause, section, other part or application of this

Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 7: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this _____ day of _____ 2017.

HARRY DRESSLER
MAYOR

ATTEST:

PATRICIA A. TEUFEL, CMC
CITY CLERK

I HEREBY CERTIFY that I
approved this
RESOLUTION as to form.

SAMUEL GOREN
CITY ATTORNEY

FISCAL YEAR 2017 VEHICLE REPLACEMENT / PURCHASE PROGRAM

Exhibit 1

TR 12901

	Unit	Dept.	Year	Make / Model	Repl. Make and Model	FY17 Adopted Budget
1	550	Building	2004	Ford Explorer	FORD EXPLORER	\$31,000
2	551	Building	2004	Ford Explorer	FORD F150 PICKUP	\$22,000
3	555	Building	2006	Ford F150 Ext Cab	FORD F150 PICKUP	\$22,000
150-3500-581.91-31			CV16A	Building Fund		\$75,000

	Unit	Dept.	Year	Make / Model	Repl. Make and Model	FY17 Adopted Budget
4	357	Fire Rescue	2008	Ford F350 Crew Cab	Ford F450 Crew Cab	\$100,000
5	358	Fire Rescue	2011	Ford Escape	Ford Explorer	\$26,760
6	351	Fire Rescue	2006	Ford Ranger	Ford F150	\$34,000
301-4520-522.64-05			CV17F	Capital Equip Fund - Fire Rescue		\$160,760

	Unit	Dept.	Year	Make / Model	Repl. Make and Model	FY17 Adopted Budget
7	2703	PUBLIC SVC	2000	Ford F150	Ford F150	\$27,000
8	2058	PUBLIC SVC	2005	Chevrolet 2500	Ford F250	\$29,000
9	2060	PUBLIC SVC	2005	Chevrolet 2500	Ford F250	\$29,000
10	New	PUBLIC SVC	2017		Ford 150 for New Position	\$27,000
11	New	PUBLIC SVC	2017		Ford 150 for New Position	\$27,000
12	6554	Comm Dev	2005	Ford Ranger Pickup	Chevrolet Equinox	\$27,000
301-9000-519.64-05			CV17B	Capital Equipment Fund		\$166,000

	Unit	Dept.	Year	Make / Model	Repl. Make and Model	FY17 Adopted Budget
13	2053	PUBLIC SVC-SW	2003	Ford F450 Pickup	Ford F450 Crew Cab w/ Dump Body	\$58,000
410-5050-538.64-05				Stormwater Fund		\$58,000

FY 17 Total Vehicle Replacement Budget						\$459,760
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City Of Tamarac
7525 NW 88th Ave
Tamarac, FL 33321

12/15/2016

We are pleased to submit our bid for your consideration on the following complete in strict accordance with the attached proposal for the following price:

One (1)2017 Fouts Bros. Light Duty Rescue per attached proposal.

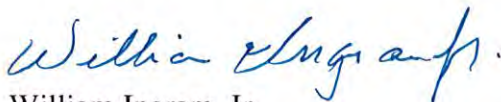
Truck As Speced	\$85,776.00
Delivery	\$1300.00
 BID PRICE	 \$87,076.00

Said apparatus is to be built, in accordance with the specifications hereto attached, delays due to strikes, war or international conflict, failures to obtain chassis, materials, or other causes beyond our control not preventing, **within 120 Days** from date of signed contract

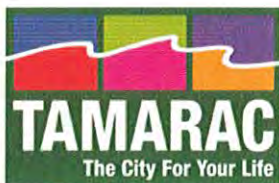
The specifications herein contained shall form a part of the final contract, and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by the company of the order to purchase, and provide such alterations do not materially affect the cost of the construction of the apparatus.

This above price is good for **60 days**. The pricing provided is exclusive of all Federal, State and Local taxes and any other fees which may apply unless specifically noted herein.

Respectfully Submitted,


William Ingram, Jr.
Sales Representative





SUBMIT BID TO:

CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
7525 NW 88TH AVENUE
TAMARAC, FL 33321
954-597-3570

INVITATION FOR BID Bidder Acknowledgement

BID NO.: **17-06B**
BID TITLE: **FIRE BATTALION CHIEF VEHICLE**
BID OPENING DATE/TIME: **THURSDAY JANUARY 5, 2017, AT 3:00 P.M.**
BUYER NAME: **Keith K. Glatz, CPPO**
BUYER PHONE: **954-597-3567**
BUYER EMAIL: **keith.glatz@tamarac.org**
PRE-BID CONFERENCE/SITE INSPECTION: **None**
BONDING: **Not required for this bid.**

GENERAL CONDITIONS

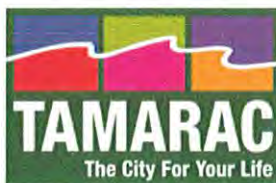
THESE INSTRUCTIONS ARE STANDARD FOR ALL BIDS FOR COMMODITIES/SERVICES ISSUED BY THE CITY OF TAMARAC. THE CITY OF TAMARAC MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR BID BY INDICATING SUCH CHANGE IN THE INSTRUCTIONS TO BIDDERS, IN THE SPECIAL CONDITIONS OF THE BID, OR IN THE SPECIFICATIONS/STATEMENT OF WORK. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THESE GENERAL CONDITIONS SHALL PREVAIL OVER THESE GENERAL CONDITIONS AND ANY CONFLICTING PROVISION WITHIN ANY VENDOR'S STANDARD TERMS AND CONDITIONS REGARDLESS OF ANY LANGUAGE IN VENDOR'S DOCUMENTATION TO THE CONTRARY.

SEALED BIDS

THIS FORM SHOULD BE EXECUTED AND SUBMITTED WITH ALL BID FORMS IN A SEALED ENVELOPE. THE FACE OF THE ENVELOPE SHALL CONTAIN THE ABOVE ADDRESS, THE BID NUMBER AND THE BID TITLE. BIDS NOT SUBMITTED ON THE ATTACHED BID FORM MAY BE DEEMED NON-RESPONSIVE. ALL BIDS ARE SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. THOSE BIDS THAT DO NOT COMPLY WITH THESE CONDITIONS MAY BE DEEMED NON-RESPONSIVE.

BIDDER COMPANY NAME: Fouts Bros Inc.
COMPANY ADDRESS: 2158 ATLANTA RD Smyrna, Ga. 30080
COMPANY PHONE: 770-433-0112
NAME OF AUTHORIZED AGENT: William Ingram Jr
TITLE OF AUTHORIZED AGENT: Sales Agent
AUTHORIZED AGENT EMAIL ADDRESS: lingram@foutsfire.com
BIDDER TAXPAYER ID OR SOCIAL SECURITY NUMBER: 58-1796263
SIGNATURE OF AUTHORIZED AGENT: William Ingram Jr.

I certify that this Bidder Acknowledgement is made without prior understanding, agreement or connection with any corporation, firm or person submitting a Bid for the same commodities and/or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid as an agent for the Bidder.



SUBMIT BID TO:

CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
7525 NW 88TH AVENUE
TAMARAC, FL 33321
954-597-3570

Our Vision and Mission

Our Vision: The City of Tamarac, our community of choice -- leading the nation in quality of life through safe neighborhoods, a vibrant economy, exceptional customer service and recognized excellence.

Our Mission: We Are "Committed to Excellence. . . Always" It is our job to foster and create an environment that

*Responds to the Customer
Creates and Innovates
Works as a Team
Achieves Results, and
Makes a Difference*

In the fulfillment of our vision and mission, as stewards of the public trust, we value vision, integrity, efficiency and quality service.

Our vendors are truly partners in meeting these commitments to the community, and in support of that vision and mission, we are committed to ensuring that qualified, competitive vendors who share our commitment to quality, efficiency, teamwork and customer service are employed to provide goods and services to the City. Our vendors are expected to deliver high quality products and efficient service that is provided on time and as ordered; in a manner that improves the overall value of the services that the City provides to its residents. In addition, we expect our vendors to work with the City as a team, and exhibit the highest level of integrity when dealing with any office or department of the City.

Diligence in the execution of the requirements of this proposal will ultimately contribute to the overall quality of services provided to the entire community. The City is searching for a firm who will exemplify these ideals in the execution of their work, and the successful firm will be measured against the performance standards outlined in this bid invitation.

INTRODUCTION

It is the intent of the City to award this bid to the lowest responsible and responsive Bidder. The City reserves the right to accept or reject any or all bids and to waive any informality concerning the bids when such rejection or waiver is deemed to be in the best interest of the City. The City reserves the right to award the bid on a split order basis, lump sum or individual item basis unless otherwise stated, whichever is in the best interest of the City.

This solicitation is issued pursuant to the City of Tamarac Code, Chapter 6, "Finance & Taxation", Article V, "Purchasing Procedures", Section 6-141 et seq.

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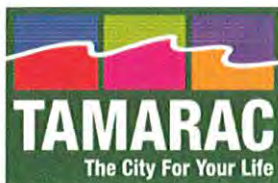
GENERAL TERMS AND CONDITIONS

These general terms and conditions apply to all offers made to the City of Tamarac by all prospective Bidders including but not limited to Request for Quotes, Invitation for Bids and Request for Proposals. As such the words "bid" and "proposal" are used interchangeably in reference to all offers submitted by prospective Bidders. Any and all special conditions in this IFB or any sample agreement document that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

1. SUBMISSION OF THE BID

The Bidder is directed to deliver sealed bids to the City of Tamarac, Purchasing Division, 7525 N. W. 88th Avenue, Room 108, Tamarac, Florida 33321, no later than the date and time specified on the cover page of this solicitation document. At this time the bids will be opened, the names of all Bidders will be announced and all bids shall become a matter of public record. All Bidders and their representatives are invited to attend. The Bidder must show the bid number, bid name, time and date of the bid opening on the outside of the sealed bid package. Delivery of the sealed bids to the Purchasing Office on or before the above date is solely and strictly the responsibility of the Bidder. Late bids will be returned unopened to the Bidder.

It is the Bidder's responsibility to read and understand the requirements of this bid. Unless otherwise specified, the Bidder must use the bid form furnished in the bid document. The Bidder is requested to submit **one (1) original and two (2) copies** of the bid. The **original bid must be manually and duly signed in ink by a Corporate Officer, Principal, or Partner with the authority to bind the bidding company or firm by his/her signature. Additionally, an electronic copy of the bid response must be provided along with the bid response. The electronic version shall be in a pdf format, and shall be loaded on a USB flash drive or CD. All bid forms must be typewritten or completed in ink. The Bidder must initial any erasures**



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or corrections in ink. All bids shall be submitted in the English language. All prices, terms and conditions quoted in the submitted bid shall be expressed in U.S. Dollars, and will be firm for acceptance for sixty (60) calendar days from the date of the bid opening unless otherwise stated by the City.

The Bidder preparing a bid in response to this solicitation shall bear all expenses associated with its preparation. The Bidder shall prepare a bid with the understanding that no claim for reimbursement shall be submitted to the City for expenses related to its preparation.

The City reserves the right to charge a non-refundable fee for the purchase of a solicitation document, and / or for project plans related to the solicitation. Such requirement will be specified on the cover page of this document if it is applicable to this solicitation. Payment of such fee to the City shall be required in order for a bidder to be considered for the award of an agreement as a result of this solicitation.

2. BID DEPOSIT

When required on the cover page, a bid deposit or bid surety bond in the amount specified shall accompany the bid. Bid deposits shall be in the form of cash, certified check or cashier's check, drawn on a responsible bank doing business in the United States, and shall be made payable to the City of Tamarac. In lieu of a bid deposit, a bid surety provided by a firm licensed to business in the State of Florida shall be provided to the City. Any bid deposits will be returned to the Bidders at the time of contract award. The bid deposit of the successful vendor shall be returned upon receipt of acceptable Performance and/or Payment bonds.

3. BONDING

When required by the specification herein, the successful Bidder shall furnish a Performance and Payment bond, and/or Warranty bond, as stated on the cover page of this solicitation, on the City's forms, within fifteen (15) calendar days after notification of contract award. Failure to furnish the required bonds within the time specified may be cause for rejection of the bid and any bid deposit may be retained by the City as liquidated damages and not as a penalty. Said sum shall be a fair estimate of the amount of damages the City would sustain due to Bidder's failure to furnish said bonds.

Pursuant to the requirements of Chapter 255.05 (1) (b), Florida Statutes, the Contractor shall ensure that the Bond or Bonds referenced above shall be recorded in the Public records of Broward County. Proof of recording must be submitted to the City prior to issuance of a purchase order. One (1) set of originals is required.

4. WITHDRAWAL OF BID

Any Bidder may withdraw its bid prior to the indicated opening time. The request for withdrawal must be submitted in writing to the Purchasing Office.

5. PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for 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, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

6. NON-COLLUSIVE AFFIDAVIT

Each Contractor shall complete the Non-Collusive Affidavit Form and shall submit this form with the bid/proposal. The City considers the failure of the Contractor to submit this document to be a major irregularity, and may be cause for rejection of the Proposal.

7. CONFLICT OF INTEREST

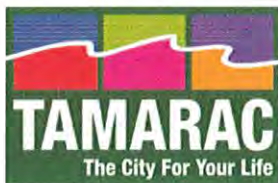
The award hereunder is subject to the provisions of Chapter 112 of the State of Florida Statutes. Bidders shall disclose the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the City or any of its agencies. Further, all Offerors must disclose the name of any officer or employee of City who owns, directly or indirectly, an interest of five percent (5%) or more in the Offeror's firm or any of its branches or affiliate companies. Furthermore, bidder shall not enter into any employment relationship with any individual or firm that creates a potential conflict of interest, or may present an opportunity for the inappropriate sharing of inside information or proprietary information related to this bid.

8. QUANTITIES

Quantities shown are estimates only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contract. The City reserves the right to decrease or increase quantities or add or delete any item from the contract if it is determined that it best serves the interests of the City.

9. PRICES, PAYMENTS, DISCOUNTS & ELECTRONIC PAYMENTS

Firm Pricing: Bid prices shall be fixed and firm to the extent required under Special Conditions. In the absence of a reference in the Special Conditions, bid



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prices shall be fixed and firm for a period of sixty (60) calendar days, or ninety (90) calendar days when the contract must be approved by another agency. Payment will be made only after receipt and acceptance of materials/services. Cash discounts may be offered for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation.

Prompt Payment Discounts: Bidders are encouraged to provide prompt payment terms in the space provided on the Bid Form. If no payment discount is offered, the Bidder shall enter zero (0) for the percentage discount to indicate net 30 days. If the Bidder does not enter a percentage discount, it is understood and agreed that the payment terms shall be 2% 10 days, net 30 days effective on the date that the City receives an accurate invoice or accepts the product, whichever is the later date. Payment is deemed made on the date of the mailing of the check. All payments shall be governed by the *Local Government Prompt Payment Act*, F.S. Chapter 218.

***** IMPORTANT NOTE*****

Payments by Electronic Funds Transfer: ALL payments by the City will be made by Direct Deposit (ACH) via electronic funds transfer. No paper checks will be issued after that date. Vendors must register for direct deposit with the City prior to receiving any payments by providing a "City of Tamarac Consent for Direct Deposit" form (ACH Form) to the City's Financial Services Accounting Division. The form may be accessed on the City of Tamarac web-site at <http://www.tamarac.org/index.aspx?NID=622>. Please contact the Purchasing & Contracts Division at the number shown on this solicitation document herein as the first point of contact for more information.

10. DELIVERY

All items shall be delivered F.O.B. destination to a specific City address. All delivery costs and charges must be included in the bid price. The City reserves the right to cancel orders or any part thereof, without obligation if delivery is not made at the time specified in the bid.

11. MANUFACTURER'S NAME & APPROVED EQUIVALENTS

Manufacturer's name, trade name, brand name information and/or model/catalog numbers are used in these specifications for information and establishment of a quality level desired, and are not intended to restrict competition unless otherwise specified in the bid. The Bidder may offer any brand which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model/catalog number. Bidder shall submit complete descriptive literature and/or specifications with the bid. The burden of proof

for specification compliance is solely on the Bidder. The City reserves the right to be the sole judge of what is equal and acceptable. Failure to provide this information within three (3) business days of the City's request may be grounds for bid disqualification. If Bidder fails to name a substitute, it will be assumed that the Bidder has submitted a bid which conforms in all aspects to the requirements of the bid document, and that the Bidder intends to furnish goods identical to the bid standard.

12. SAMPLES AND DEMONSTRATIONS

When requested, samples are to be furnished free of charge to the City. If a sample is requested it must be delivered within seven days of the request unless otherwise stated in the bid. Each sample must be marked with the Bidder's name and manufacturer's brand name. The City will not be responsible for returning samples. The City may request a full demonstration of any product or service before the award of a contract. All demonstrations will be done at the expense of the Bidder.

13. BACKGROUND INVESTIGATION

As a part of the Bid evaluation process, the City may conduct a background investigation including a criminal record check of Bidder's officers and/or employees, by the Broward County Sheriff's Office. Bidder's submission of a bid constitutes acknowledgement of and consent to such investigation. City shall be the sole judge in determining Bidder's qualifications.

14. CONDITIONS OF MATERIALS

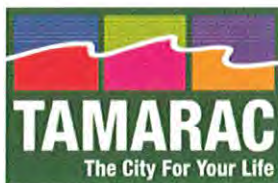
All materials and products supplied by the Bidder in conjunction with this bid shall be new, warranted for their merchantability, fit for a particular purpose, free from defects and consistent with industry standards. The products shall be delivered to the City in excellent condition. In the event that any of the products supplied to the City are found to be defective or do not conform to the specifications, the City reserves the right to return the product to the Bidder at no cost to the City. Successful Bidder shall furnish all guarantees and warranties to the Purchasing Division prior to final acceptance and payment. The warranty period shall commence upon final acceptance of the product.

15. COPYRIGHTS OR PATENT RIGHTS

The Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. The seller agrees to hold the City harmless from all liability, loss or expense occasioned by any such violation.

16. SAFETY STANDARDS

The Bidder warrants that the product(s) supplied to the City conform with all respects to the standards set forth in the Occupational Safety and Health Act of 1970 as amended, and shall be in compliance with Chapter 442, Florida Statutes as well as any industry standards, if



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applicable. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

17. PERFORMANCE

Failure on the part of the Bidder to comply with the conditions, terms, specifications and requirements of the bid shall be just cause for cancellation of the bid award, notwithstanding any additional requirements enumerated in the Special conditions herein relating to performance based contracting. The City may, by written notice to the Bidder, terminate the contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

18. INSPECTION

The City shall have the right to inspect any materials, components, equipment, supplies, services or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the City. Any items rejected shall be removed from the premises of the City and/or replaced at the entire expense of the successful vendor.

19. TERMINATION

a. **DEFAULT:** In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

b. **TERMINATION FOR CONVENIENCE OF CITY:** Notwithstanding any additional requirements for performance based contracting contained in the special conditions herein, the final Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

c. **FUNDING OUT:** This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

20. ASSIGNMENT

The Bidder shall not transfer or assign the performance required by this bid without the prior written consent of the City. Any award issued pursuant to this bid and monies that may become due hereunder are not assignable except with prior written approval of the City.

21. EMPLOYEES

Employees of the Bidder shall at all times be under its sole direction and not an employee or agent of the City. The Bidder shall supply competent and physically capable employees. The City may require the Bidder to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Bidder shall be responsible to the City for the acts and omissions of all employees working under its directions.

22. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

23. TAXES

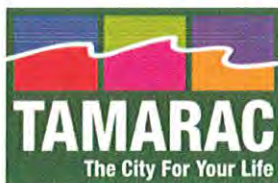
The City of Tamarac is exempt from all Federal, State, and Local taxes. An exemption certificate will be provided where applicable upon request.

24. OMISSION OF DETAILS

Omission of any essential details from these specifications will not relieve the Bidder of supplying such product(s) as specified.

25. INSURANCE REQUIREMENTS

Bidder agrees to, in the performance of work and services

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under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to Contractor, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.

When performing work on the City's property, Bidder shall obtain at Bidder's expense all necessary insurance in such form and amount as required by the City's Risk & Safety Officer before beginning work under this Agreement. Bidder shall maintain such insurance in full force and effect during the life of this Agreement. Bidder shall provide to the City's Risk & Safety Officer certificates of all insurance required under this section prior to beginning any work under this Agreement. Bidder shall indemnify and save the City harmless from any damage resulting to it for failure of either Bidder or any subcontractor to obtain or maintain such insurance. The following are required types and minimum limits of insurance coverage, which the Bidder agrees to maintain during the term of this contract:

Insurance Requirements		
Line of Business/ Coverage	Occurrence	Aggregate
	Limits	
Commercial General Liability Including: Premises/Operations Contractual Liability Personal Injury Explosion, Collapse, Underground Hazard Products/Completed Operation Broad Form Property Damage Cross Liability and Severability of Interest Clause	\$1,000,000	\$1,000,000
Automobile Liability	\$1,000,000.00	\$1,000,000.00
Workers' Compensation & Employer's Liability	Statutory	

The City reserves the right to require higher limits depending upon the scope of work under this Agreement. Neither Bidder nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Bidder will ensure that all subcontractors will comply with the above guidelines and will maintain the necessary coverage throughout the term of this Agreement.

All insurance carriers shall be rated at least A-VII per A.M. Best's Key Rating Guide and be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days notice prior to cancellation.

The Bidder's liability insurance policies shall be endorsed to add the City of Tamarac as an "additional insured". The Bidder's Worker's Compensation carrier will provide a Waiver of Subrogation to the City. The Bidder shall be responsible for the payment of all deductibles and self-insured retentions.

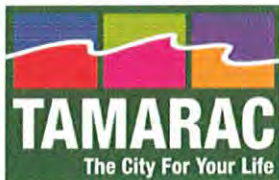
The City may require that the Bidder purchase a bond to cover the full amount of the deductible or self-insured retention. If the Bidder is to provide professional services under this Agreement, the Bidder must provide the City with evidence of Professional Liability insurance with, at a minimum, a limit of \$1,000,000 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance.

26. INDEMNIFICATION

The Bidder shall indemnify and hold harmless the City of Tamarac, its elected and appointed officials and employees from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Bidder or his Subcontractors, agents, officers, employees or independent contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City of Tamarac or its elected or appointed officials and employees. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.

27. INDEPENDENT CONTRACTOR

An Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a



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separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

28. CLARIFICATION & ADDENDA

Where there appears to be variances or conflicts between the General Terms and Conditions and the Special Conditions and/or Detailed Specifications outlined in this bid, the Special Conditions and/or the Detailed Specifications shall prevail.

The Bidder shall examine all bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. If, upon review, any material errors in specifications are found, the Bidder shall contact the Purchasing Office immediately. Any inquiries, suggestions, requests concerning clarification, or requests for additional information shall be submitted in writing to the Purchasing and Contracts Manager.

The City of Tamarac reserves the right to amend this bid prior to the Bid opening date indicated by written addenda. Written addenda shall serve as the sole means of clarification. The City shall not be responsible for oral interpretations given by any City employee or its representative.

**** SPECIAL NOTE -- Addendums will only be issued electronically through the City's web-site. Vendors will be notified of the availability of new solicitations and addendums via e-mail or text message (per the vendor's choice). It is essential that all vendors receiving a bid or proposal either download the document from the City's web-site, or register as a plan holder. All bidders / proposers must visit <http://www.tamarac.org/bids.aspx>, and select the "NOTIFY ME" icon. This action will take the bidder/proposer to the "Notify Me" page. Once on the "Notify Me" page, enter the appropriate e-mail address to which notifications of solicitations and addendums should be sent. Bidders and proposers may also request notification by text message at this time. Upon completion of this process, a confirming e-mail will be sent to the individual who registered. You must click on the link provided to confirm registration for solicitation documents and addendums. Regardless of the means of transmission of an Addendum it is the responsibility of the bidder or proposer to insure that they have received all addendums issued for a solicitation prior to submitting a response. ****

29. BID TABULATION

Bidders may download the bid tabulation directly from the Internet at <http://www.tamarac.org/bids.aspx>. The City does not notify unsuccessful Bidders of contract awards.

Pursuant to Florida Statute Chapter 119, Section 071 (1), sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to F.S. §119.071(1) (b) (2), or within 30 days after bid/proposal opening, whichever is earlier.

30. RECORDS/AUDITS

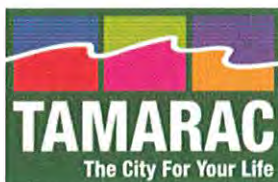
30.1 The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

30.1.1 Keep and maintain public records required by the City in order to perform the service;

30.1.2 Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

30.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

30.1.4 Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information



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technology systems of the City.

30.2 During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

31. UNBALANCED BIDS

When a unit price bid has variable or estimated quantities, and the bid shows evidence of unbalanced bid pricing, such bid may be rejected.

32. UNIT PRICES

Where a discrepancy between unit price and total price is indicated on a Bidder's submitted Schedule of Bid Prices or Price Proposal Form, the unit prices shall prevail.

33. VENUE

Any Agreement resulting from this solicitation shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

34. FORM AGREEMENT DOCUMENT

The City may attach as a part of this solicitation, a Form Agreement document. Bidders shall be responsible for complying with all of the terms and conditions of the Form Agreement document if included herein, except where variant or conflicting language may be included in any Special Conditions contained herein. Bidders shall note any deviation or variance with the Form Agreement document at the time of bid submission.

35. OTHER GOVERNMENTAL ENTITIES

If a Bidder is awarded a contract as a result of this Invitation for Bid, Bidder will, if Bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the Invitation for Bid and resulting contract. Prices shall be F.O.B. Destination to the requesting agency.

36. BUDGETARY CONSTRAINTS

In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for

the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

37. PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
7525 NW 88TH AVENUE
ROOM 101
TAMARAC, FL 33321
(954) 597-3505
CITYCLERK@TAMARAC.ORG**



City of Tamarac

Purchasing and Contracts Division

**CITY OF TAMARAC
INVITATION FOR BID
BID NO. 17-06B**

Sealed bids, addressed to the Purchasing and Contracts Manager of the City of Tamarac, Broward County, Florida, will be received in the Purchasing Office, 7525 NW 88th Avenue, Tamarac, Florida 33321-2401 until **Thursday, January 5, 2017 at 3:00 p.m.**, at which time bids will be publicly opened and announced for:

FIRE-RESCUE BATTALION CHIEF VEHICLE

All bids received after the date and time stated above will be returned unopened to the Bidder. All Bidders are invited to attend the opening.

The City of Tamarac is hereby requesting Competitive Sealed Bids from qualified vendors, to provide a Custom Fire-Rescue Battalion Chief Vehicle, as per the conditions and specifications contained in this document.

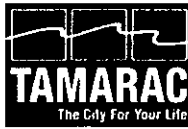
One original sealed bid shall be submitted on an official bid form furnished with the Invitation For Bid package and those submitted otherwise will not be considered responsive. The submittal shall be plainly marked **Bid No. 17-06, Battalion Chief Vehicle opening on Thursday, January 5, 2016 at 3:00 p.m.** on the outside of the envelope.

The City reserves the right to accept or reject any or all bids, or any part of any bids, to waive any informalities, and to award in the best interest of the City of Tamarac.

Bid documents will be available for review and may be obtained from the Purchasing Office at the above address or may be downloaded at www.tamarac.org.

For non-technical inquiries, contact the Purchasing Office at (954) 597-3567; and for technical issues, contact Vince Sciacca at (954) 597-3730.

Keith K. Glatz, CPPO
Purchasing & Contracts Manager



SPECIAL CONDITIONS

IFB NO.17-06B

The City of Tamarac is hereby requesting Competitive Sealed Bids from qualified vendors, to supply a Custom Fire-Rescue Battalion Chief Vehicle meeting all relevant United States and Florida Department of Transportation requirements as may be applicable.

In order to be considered for this project, the vendor must meet the following conditions:

- a. Be the manufacturer or authorized dealer for the equipment being quoted.
- b. Be able to provide factory authorized service for the equipment being quoted.

1. ORDER CONFIRMATION

An order confirmation listing complete specifications of the vehicle(s) to be provided shall be sent to the City of Tamarac, Purchasing Division within (7) calendar days of the date of issuance of the purchase order.

2. COMPLIANCE WITH SPECIFICATIONS

All items shall be delivered in exact compliance with specifications. Failure to comply to the specifications shall be considered grounds for the City to seek remedy. Remedy may include, but not be limited to, withholding of payment, or retention of a percentage of payment for errors or omissions on the part of the contractor, of up to ten percent (10%) of the value of the vehicle(s).

3. EXCEPTIONS TO SPECIFICATIONS:

The City of Tamarac reserves the right to waive minor deficiencies, informalities or technical variances, which by their nature are restrictive to a specific manufacturer, if in its judgment, it would be in the best interest of the City to do so, and it would not prejudice the rights of other bidders.

- 3.1 The determination of whether-or-not a substitute offered is in fact equal to the item specified and is acceptable as an alternate shall be made at the absolute discretion of the City. Requests for consideration of an or equal status for substitutes must be submitted to the Purchasing Division no less than (7) calendar days prior to the bid opening.

4. DELIVERY:

Delivery shall be made within (120) calendar days of the receipt of a Purchase Order. All units to be delivered F.O.B. Destination, to the City of Tamarac. Pre-delivery services must be performed in accordance with the manufacturer's recommendations and shall include thorough cleaning, vacuuming, of the vehicles interior and washing of vehicle(s) exterior and windows.

Delivery shall be coordinated with the Public Works Fleet Supervisor. Vendor must contact the Fleet Supervisor at least (7) calendar days prior to anticipated delivery date to



City of Tamarac

Purchasing and Contracts Division

make all delivery arrangements. Vehicles shall be delivered to:

Public Services Department
Fleet Division
6011 Nob Hill Road
Tamarac, FL 33321
Attn: Vince Sciacca, Fleet Supervisor (954) 597-3730

5. **REQUIREMENTS AT TIME OF DELIVERY:**

The contractor shall be required to provide the following at the time of delivery:

- 5.1 Vendors invoice showing City of Tamarac purchase order number.
- 5.2 Standard service policy filled-out and signed by the authorized dealer.
- 5.3 A Certificate of Origin completed with all required information.
- 5.4 State of Florida Department of Highway Safety and Motor Vehicles Application for Certificate of Title with/without registration filled-in as follows:

City of Tamarac
7525 NW 88th Ave
Finance Department, Room 100
Tamarac, FL 33321

- 5.5 A temporary State of Florida tag, in duplicate, registered to the address shown in section 6.4 must accompany each vehicle.
- 5.6 State of Florida Odometer Disclosure Statement:
Adherence to all of the aforementioned procedures is mandatory. Failure to abide by any of the provisions will result in rejection of the subject vehicle until such time as the provisions are met. In order to prevent any delays in the acceptance of the new vehicles, and to assure payment as soon as possible, contractors are reminded to comply with all provisions.

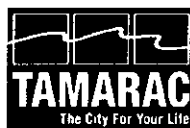
6. **INQUIRIES:**

All contractual inquiries shall be directed to the Purchasing & Contracts Manager at the telephone number shown below. Technical inquiries may be directed to the Fleet Supervisor, Fleet Division, via the Purchasing Division.

- | | | |
|-----|----------------------|----------------|
| 6.1 | Purchasing Division: | (954) 597-3567 |
| 6.2 | Fire Rescue Dept.: | (954) 597-3806 |
| 6.3 | Fleet Division: | (954) 597-3730 |

7. **PRICING:**

Please provide pricing for each item shown herein. Bid price must be all inclusive and include, but not be limited to, cost of vehicles, modifications, delivery and all miscellaneous expenses. No changes in pricing will be allowed after the issuance of a purchase order.



City of Tamarac

Purchasing and Contracts Division

8. BASIS FOR AWARD

Except where the City exercises the right reserved herein to reject any or all bids and subject to the restrictions stated herein above, the Bid shall be awarded by the City to the Bidder who has submitted the lowest responsible and responsive bid for the vehicle as specified. No additional consideration will be given for a newer model year.

9. WARRANTY:

Manufacturer's standard warranty must be furnished with each new vehicle. Vehicle warranty shall be equal to or exceed that offered to the general public on similar regular production models. The manufacturer's warranty shall become effective on the day that the new vehicle is actually put into service by the City. Vehicles shall be new (unused), current models, completely prepared by dealer for delivery in accordance with manufacturer's specifications. It shall be the responsibility of the contractor (firm to which contract is awarded by the City Commission) to furnish the warranty documentation imprinted with the name of the "City of Tamarac". It will be the further responsibility of the contractor to insure that the Fleet Supervisor is kept apprised of all information concerning warranty, service manuals, service bulletins, recall notices, and service schooling available

Seller warrants that all goods and services furnished hereunder will conform in all respects to the terms of this solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Seller warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The City may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Seller's risk and expense. Acceptance shall not relieve the Seller of its responsibility.

Bidder shall provide detailed information concerning warranties of commercially acceptable quality, function, performance, service, parts or any other warranties offered along with bid. Bidder may utilize spaces provided below to detail type of warranties, duration of warranties and other pertinent information. Submit and refer to additional sheets as required.



City of Tamarac

Purchasing and Contracts Division

VEHICLE SPECIFICATIONS

IFB NO. 17-06B

BATTALION CHIEF VEHICLE PROVISIONS

The following Vehicle Provisions shall apply to the purchase made herein.

- 1.0 The Vehicle must be of the manufacturer's current models in production at the time of delivery.

2.0 Warranty:

Manufacturer's standard warranty must be furnished with each new vehicle. Vehicle warranty shall be equal to or exceed that offered to the general public on similar regular production models. The manufacturer's warranty shall become effective on the day that the new vehicle is actually put into service by the City. The vehicle shall be new (unused), current models, completely prepared by dealer for delivery in accordance with manufacturer's specifications. It shall be the responsibility of the contractor (firm to which contract is awarded by the City Commission) to furnish the warranty card imprinted with the name of the "City of Tamarac". It will be the further responsibility of the contractor to insure that the Fleet Supervisor is kept apprised of all information concerning warranty, service manuals, service bulletins, recall notices, and service schooling available.

In addition;

Apparatus Body: Shall have a structural warranty against defects in materials and workmanship for a minimum of ten (10) years, which takes effect at the time of delivery.

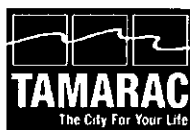
Paint Warranty: Shall have a finished paint warranty against defects in materials and workmanship for a minimum of five (5) years, which takes effect at the time of delivery.

Apparatus Electrical Warranty: Shall have an electrical system warranty against defects in materials and workmanship for a minimum of two (2) years, which takes effect at the time of delivery.

3.0 Equipment:

Unless stated to the contrary in the invitation for bid, the vehicle *must* be in compliance with the following criteria:

- 3.1 Specifications: Unless specifically permitted in the body of the invitation for bid, the vehicle must be equipped with all of the manufacturer's equipment advertised as standard consumer equipment. The bidder shall detail in writing herein, any alterations, deletions or exceptions to this requirement. All standard equipment so required, and all optional equipment specified in the



invitation for bid shall be as advertised by the manufacturer and shall not consist of substitute or after-market equipment. The vehicle must be compliant with all applicable federal motor vehicle safety standards and governmental emission requirements in effect at time of purchase.

3.2 Chassis

Chassis: 2017 Ford F-450 single rear axle drive, four (4) door crew cab and chassis with XL trim.

- 3.2.1 Wheelbase 179.8"
- 3.2.2 Cab to axle 60"
- 3.2.3 GVWR 16,000
- 3.2.4 19.5" aluminum wheels
- 3.2.5 4- wheel disc ABS brakes
- 3.2.6 6.8L 3-valve V10 gasoline engine
- 3.2.7 Chassis Paint Color: Silver/Red

3.3 Vehicle Dimensions:

- 3.3.1 Overall height shall not exceed 96"
- 3.3.2 Overall width of the body shall not exceed 96"
- 3.3.3 Angle of approach shall not be less than eight (8) degrees specified in NFPA 1901
- 3.3.4 The overall length shall not be more than twenty-five (25) feet

3.4 Accessories:

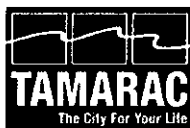
- 3.4.1 Rearview camera
- 3.4.2 Exterior back up alarm
- 3.4.3 Running boards
- 3.4.4 Tire pressure indicating valve stems
- 3.4.5 High idle system
- 3.4.6 Master body disconnect on/off switch located on floor board left of driver's seat
- 3.4.7 The truck shall have a 12V electrical system

3.5 Modular Body Design & Compartments/Shelving:

- 3.5.1 The body shall be designed to allow removal from the chassis. The body and/or components should be designed in a way that allows the purchaser to have repaired locally.
- 3.5.2 The body shall be fabricated using extrusions and angle welded together creating a one piece module that is durable, corrosion resistant, and lightweight.
- 3.5.3 The desired body length should be no more than 120" long.



- 3.5.4 The desired body width should be no more than 93" wide.
 - 3.5.5 The desired body height should not exceed 93" high.
 - 3.5.6 All compartment doors shall be roll-up type.
 - 3.5.7 Compartment shelving shall be adjustable smooth aluminum, with a 2.0" retaining lip.
 - 3.5.8 Compartment tracks shall be aluminum and designed to all adjustment of the shelves.
 - 3.5.9 All compartments shall have adequate LED lighting and controlled by a magnetic On/Off switch located on each compartment door.
 - 3.5.10 The rear compartment shall have a slide out tray with a minimum load capacity of 1500 lbs. The tray shall be designed to allow it to be extended at different lengths with a locking mechanism.
 - 3.5.11 Panel protection shall be installed to provide the wheel wells, front, and rear of the module body protection debris, etc.
 - 3.5.12 A non-slip tailboard shall be installed on the rear of the body.
 - 3.2.13 Two (2) non-slip grab rails shall be installed on the rear of the body; one (1) on the left, and one (1) on the right. The design shall comply with NFPA 1901.
- 3.6 Vehicle Lighting
- 3.6.1 Chassis LED ground lights shall be installed to sides and rear of truck
 - 3.6.2 Red hazard light shall be installed in the driver's compartment illuminating automatically when a compartment door is open and/or ajar.
 - 3.6.3 Brake lights, turn signal lights, back up lights, and marker lights shall be installed to the rear of body.
 - 3.6.4 Two (2) LED telescopic flood lights shall be installed to the rear of the body that has height adjustments and the ability to rotate 360 degrees.



City of Tamarac

Purchasing and Contracts Division

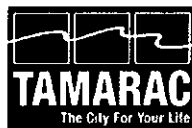
- 3.7 Audible/lighting warning package to include:
 - 3.7.1 Actuation control
 - 3.7.2 Cab roof LED lightbar
 - 3.7.3 Modular body (rear) LED mini lightbar
 - 3.7.4 Rear 8 head LED traffic advisor
 - 3.7.5 Front body warning lights
 - 3.7.6 Mid-body warning lights
 - 3.7.7 Rear warning lights
 - 3.7.8 Electric siren control shall be located in the cab; one (1) siren speaker shall be located in front of cab.
- 3.8 Interior Cab Safety Signs:
 - 3.8.1 Label displaying the maximum number of personnel the vehicle is designed to carry shall be visible to the driver.
 - 3.8.2 Label displaying the height shall be visible to the driver.
- 3.9 Color & Detailing:
 - 3.9.1 Interior and exterior color as stated in detailed item description. If no selection is stated herein, the City shall select from the manufacturer's standard colors.
 - 3.9.2 Color: the apparatus modular body shall be painted to match the main chassis color (silver).
 - 3.9.3 Reflective striping: Reflective striping shall be applied to the perimeter of the truck. The size and design will be determined by the purchasing department.
 - 3.9.4 Chevron striping: The rear of the unit shall be covered with a 6" chevron pattern striping with alternating colors to be determined by the purchasing department.
 - 3.9.5 Lettering: Reflective lettering shall be applied to apparatus body and department decal to the driver and passenger doors. The lettering and design will be determined by the purchasing department.
NOTE: THE USING DEPARTMENT WILL SUPPLY PHOTOS AND/OR DRAWINGS OF THE LETTERING AND STRIPING LAYOUT PRIOR TO CONSTRUCTION.
- 3.10 Fuel: The vehicle delivered must include a minimum of one-quarter (1/4) tank of fuel as registered by the vehicle fuel gauge at time of delivery.
- 3.11 Anti-freeze: To be permanent type, protection to -20 deg. f. Radiator to be so noted in a semi-permanent manner (tagged).



- 3.12 Mirrors:
 - 3.12.1 Interior: To be day/night selector type (not required on vehicles without rear window or glass area).
 - 3.12.2 Exterior: The vehicle shall include left-hand remote control and right hand manual (unless otherwise specified within the body of the specifications).
- 3.13 Tires and Wheels: To be equipped with original equipment, tires of the size and load range required by the manufacturer for the model and/or gross vehicle weight rating (GVWR). Spare tire, wheel and carrier (hold-down) to be original equipment type and to be included on all automobiles.
- 3.14 Accessory Equipment: The vehicle shall include wheel wrench and lifting device (Jack-mechanical or hydraulic) capable of lifting any wheel under the maximum rated load.
- 4.0 Requirements Prior to Delivery:
 - 4.1 Contractor must contact the Fleet Supervisor at (954) 597-3730 to make arrangements for delivery of vehicle. Preliminary arrangements are to be completed within ten (10) days after receipt of notice of award by contractor.
 - 4.2 Contractor's pre-delivery services must be performed in accordance with the manufacturer's procedures and shall include thorough cleaning, vacuuming, and washing of the vehicle.
- 5.0 Requirements at Time of Delivery:

The contractor shall comply with the following requirements at time of delivery:

 - 5.1 A Certificate of Origin, a standard service policy filled-out and signed by the authorized franchise dealer, and a contractor's invoice must be furnished at time of delivery.
 - 5.2 Delivery shall be made during regular working hours, Monday through Friday, as arranged with the Fleet Supervisor, between the hours of 7:30 a.m., and 3:00 p.m. The vehicle shall be delivered to the City of Tamarac, Department of Public Works, City Garage, 6011 Nob Hill Road, Tamarac, FL 33321. Contractor must contact the Automotive Superintendent at (954) 597-3730 a minimum of 24 hours prior to delivery of any vehicle.
 - 5.3 A delivery tag, in duplicate, must accompany the vehicle. The following information shall be included on the tag:
 - 5.3.1 Using Department.
 - 5.3.2 Purchase Order/Contract Number.
 - 5.3.3 Vehicle Serial Number.



City of Tamarac

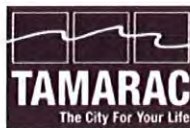
Purchasing and Contracts Division

- 5.3.4 Equipment number of trade-in (if applicable).
- 5.3.5 Signature block for receiving individual.
- 5.3.6 Key coding number to be provided with each vehicle.
- 5.3.7 Mileage certification form.

6.0 Notice to Contractors:

Adherence to all of the aforementioned procedures is mandatory. Failure to abide by any of the provisions will result in rejection of the subject vehicle until such time as the provisions are met. In order to prevent any delays in the acceptance of the new vehicle, and to assure payment as soon as possible, contractors are reminded to comply with all provisions.

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City of Tamarac

Purchasing and Contracts Division

COMPANY NAME: (Please Print): FDUTS Bros. Inc.

Phone: 404-583-3873

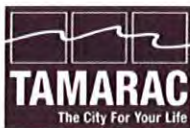
Fax: 770-438-1504

BEFORE SUBMITTING YOUR BID, MAKE SURE YOU...

- ☒ Carefully read the General Terms & Conditions and Special Conditions.
- ☒ Fill out and sign the **Non-Collusive Affidavit** and have it properly notarized.
- ☒ Sign the **Certification** page. Failure to do so will result in your Bid being deemed non-responsive.
- ☒ Fill out the **Bidder's Qualification Statement**.
- ☒ Fill out the **References** page.
- ☒ Sign the **Vendor Drug Free Workplace Form**.
- ☒ Fill out and sign the **Certified Resolution**.
- ☒ **Submit one (1) Original of your bid**, clearly marked with the **Bid number and Bid Name** on the outside of the package.
- ☒ Make sure your Bid is submitted **PRIOR** to the deadline. **Late Bids will not be accepted.**

Failure to provide the requested attachments may result in your bid being deemed non-responsive.

THIS SHOULD BE THE FIRST PAGE OF YOUR BID.



City of Tamarac

Purchasing and Contracts Division

BID FORM & CERTIFICATION

THIS FORM MUST BE SUBMITTED WITH YOUR BID

IFB NO. 17-06B

Submitted by: Fouts Bros Inc.

Date 12/20/16

THIS BID IS SUBMITTED TO:

City of Tamarac
Purchasing and Contracts Manager
7525 Northwest 88th Avenue
Tamarac, Florida 33321

The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into a contract with the City to perform and furnish all Work as specified herein for the Contract Price and within the Contract Period indicated in this bid.

This bid will remain subject to acceptance for sixty (60) days after the day of bid opening.

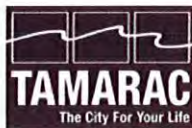
Bidder has familiarized itself with the nature and extent of the contract documents, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

Bidder has given the City written notice of all conflicts, errors, or discrepancies that it has discovered in the contract documents and the written resolution thereof by the City is acceptable to Bidder.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the City.

Bidder will complete the Work for the prices shown in the "Bid Form".

Bidder agrees that the Work will be substantially performed and complete in accordance with the schedules established herein.



City of Tamarac

Purchasing and Contracts Division

BID FORM

(continued)

BASE Bid

Item	Indicate Mfg./Model #	Quantity	Price Each	Extended Total
2017 Custom Fire Battalion Chief Vehicle	LT Rescue	1 ea.	\$ 87,076 ⁰⁰	\$ 87,076 ⁰⁰

The City reserves the right to reject any bid, if it deems that a vendor has deliberately provided erroneous information. The undersigned declare to have specific and legal authorization to obligate their firm to the terms of this bid, and further, that they have examined the Invitation to Bid, the instructions to Bidders, the Specifications, and other documents included in this bid request, and hereby promises and agrees that, if this bid is accepted, they will faithfully fulfill the terms of this bid together with all guarantees and warranties thereto. The undersigned bidding firm further certifies the product and/or equipment meets or exceeds the specification as stated in the bid package; and also agrees that products and/or equipment to be delivered which fail to meet the bid specifications will be rejected by the City within thirty (30) days of delivery. Return of rejection will be at the expense of the bidder.

We propose to furnish the following in conformity with the specifications and at the bid prices indicated on this Bid Form. The bid prices submitted has been checked and certified to be correct. Said prices are fixed and firm and shall be paid to Bidder for the successful completion of its obligation as specified in the contract documents.

Indicate which type of organization below:

INDIVIDUAL ☐PARTNERSHIP ☐CORPORATION ☒ OTHER ☐

If "Other", Explain: _____

William Ingram Jr.
Authorized Signature

Fouts Bros Inc.
Company Name

William Ingram Jr
Typed/Printed Name

2158 Atlanta Rd.
Address

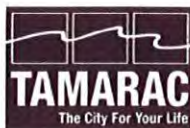
770-433-0112
Telephone

Smyrna, Ga. 30080
City, State, ZIP

770-438-1504
Fax

58-1796263
Federal Tax ID Number

Wingram@foutsfire.com
E-mail Address



City of Tamarac

Purchasing and Contracts Division

BID FORM
(continued)

IFB NO. 17-06B

Bidders Name: FOUTS Bros Inc.

TERMS: _____ % DAYS: _____

Delivery/completion: 180 calendar days after receipt of Purchase Order. In no event should delivery exceed (100) calendar.

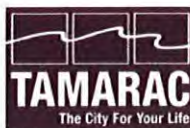
To be considered eligible for award, a minimum of one (1) original **copy of this Bid Form must** be submitted with the Bid.

NOTE: Bid submittals without the manual signature of an authorized agent of the Bidder shall be deemed non-responsive and ineligible for award.

IF "NO BID" IS OFFERED, PLEASE PROVIDE THE FOLLOWING INFORMATION:

Please indicate reason(s) why a Bid Proposal is not being submitted at this time. Return the Bid Form to avoid removal of Bidder from the City of Tamarac's vendor listing.

Will you firm accept credit card payment Yes _____ No _____



City of Tamarac

Purchasing and Contracts Division

NON-COLLUSIVE AFFIDAVIT

State of Georgia)
County of Cobb) ss.

William Ingram Jr being first duly sworn, deposes
and says that:

1. He/she is the Agent, (Owner, Partner, Officer, Representative or Agent) of Edulis Bros, Inc., the Offeror that has submitted the attached Proposal;

He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

The price or prices bid in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

[Signature]
Witness
[Signature]
Witness

By William Ingram Jr
William Ingram Jr
Printed Name
Sales Agent
Title

ACKNOWLEDGMENT

NON-COLLUSIVE AFFIDAVIT

State of Florida

County of _____

On this the ____ day of _____, 20____, before me, the undersigned Notary Public of the State of Florida, personally appeared

_____ and
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal.

NOTARY PUBLIC
SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Notary Public: Print,
Stamp or Type as Commissioned)

☐ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

☐ DID take an oath, or ☐ DID NOT take an oath

BIDDER'S QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

Name of Company FOWTS Bros Inc.
Address 2158 ATLANTA Rd.
City State Zip Smyrna, GA. 30080
Telephone 770-438-0112
Fax Number 770-438-1504

1. How many years has your organization been in business under its present name?
62 Years
2. If Vendor is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute: _____
3. Under what former name(s) has your business operated?

List former address(es) of that business (if any).

4. Are you Licensed? Yes ☒ No ☐ If Yes, attach copy of License
5. Has your company ever declared bankruptcy? Yes ☐ No ☒

If Yes, explain: _____

6. Are you a Sales Representative ☐ Distributor ☐ Broker ☐ or Manufacturer ☒ of the commodities/services bid upon?
7. Have you ever received a contract or a purchase order from the City of Tamarac or other governmental entity? Yes ☐ No ☒ If yes, explain (date, service/project, bid title etc.)

8. Have you ever received a complaint on a contract or bid awarded to you by any governmental entity? Yes ☐ No ☒ If yes, explain: _____

9. Have you ever been debarred or suspended from doing business with any governmental entity? Yes ☐ No ☒ If yes, explain: _____

REFERENCES

Please list name of government agency or private firm(s) with whom you have done business within the past five years:

Agency/Firm Name: City of Zephyrhills
Address _____
City State Zip Zephyrhills, FL
Phone/Fax 850-544-3352
Contact Name Chief Dan Spillman

Agency/Firm Name: Tift County Fire Rescue
Address _____
City State Zip Tifton, Ga.
Phone/Fax 229-456-2648
Contact Name Chief Joey Fowler

Agency/Firm Name: Jefferson County Fire Rescue
Address _____
City State Zip Monticello, FL
Phone/Fax 850-528-9066
Contact Name Chief Mark Matthews

Agency/Firm Name: City of Clewiston
Address _____
City State Zip Clewiston, FL
Phone/Fax 863-983-1499
Contact Name Adam Marquith

Agency/Firm Name: Heibron Springs Fire Rescue
Address _____
City State Zip Heibron Springs, FL
Phone/Fax 904-364-7065
Contact Name Chief Terry McCarthy

VENDOR DRUG-FREE WORKPLACE

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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.

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.

Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.

Impose a section 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.

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 form complies fully with the above requirements.

William Clugra Jr.
Authorized Signature

Fouts Bros Inc.
Company Name

CERTIFIED RESOLUTION

I, Jan Edens (Name), the duly elected Secretary of _____ (Corporate Title), a corporation organized and existing under the laws of the State of Georgia, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

"IT IS HEREBY RESOLVED THAT Jan Edens (Name)", the duly elected Secretary (Title of Officer) of Fouts Bros Inc. (Corporate Title) be and is hereby authorized to execute and submit a Bid and/or Bid Bond, if such bond is required, to the City of Tamarac and **such other instruments in writing as may be necessary on behalf of the said corporation**; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Tamarac shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

NAME	TITLE	SIGNATURE
<u>William Ingram Jr</u>	<u>Sales Agent</u>	<u>William Ingram Jr</u>
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of the said corporation this ____ day of _____, 20__.

(SEAL)

By: Jan Edens Secretary
Secretary/VP Corporate Title

NOTE:

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Tamarac that the person signing the Bid and Bid Bond for the Corporation has been properly empowered by the Corporation to do so in its behalf.



QUOTATION

TAMARAC FIRE RESCUE
STEVE STILLWELL
6000 HIATUS RD
TAMARAC, FL 33321
954-597-3800
steve.stillwell@tamarac.org

Fouts Bros.
Junior Ingram
2158 Atlanta Road
Smyrna, GA 30080
1-800-948-5045
770-438-1404
j Ingram@foutsfire.com

Exp. Date: 12/22/2016
Quote No: 26424-0017
12/15/2016

Create Date: 01/25/2016

Rev. Date: 11/23/2016

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PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
00-BD-4201		-- FAMA Membership, Active	1	FBFE	0.00	0.00
00-BD-1030		Terms of Payment, 100% at Delivery	1	FBFE	0.00	0.00
00-BD-1070		Delivery Date Requirements, 120 Days	1	FBFE	0.00	0.00
90-99-9999	S	Vehicle Delivery, Department	1	FBFE	1300.00	1300.00
WARRANTY REQUIREMENTS			1	FBFE	0.00	0.00
00-WT-1001		General Warranty, (1) Year	1	FBFE	0.00	0.00
00-WT-1007		Body Warranty, Alum, (10) Year	1	FBFE	0.00	0.00
00-WT-1016		Paint Warranty, (5) Year, PPG	1	FBFE	0.00	0.00
00-WT-1107		Electrical Warranty, (2) Year	1	FBFE	0.00	0.00
DIMENSIONS			1	FBFE	0.00	0.00
03-01-1128		Overall Height, < 96"	1	FBFE	0.00	0.00
03-01-1155	S	Overall Length < 26'	1	FBFE	0.00	0.00
03-01-1180		Overall Width, 96"	1	FBFE	0.00	0.00
03-01-2015		Angle of Approach, NFPA Minimum, 8 Degrees	1	FBFE	0.00	0.00
03-01-2115		Angle of Departure, NFPA Minimum, 8 Degrees	1	FBFE	0.00	0.00
NFPA 1906			1	FBFE	0.00	0.00
02-00-0075		-- NFPA 1906 Compliance	1	FBFE	0.00	0.00
02-01-0015		-- Center of Gravity, Calculated	1	FBFE	0.00	0.00
02-02-1056		-- Road Test Certification	1	FBFE	0.00	0.00
PLACARDS and LABELING			1	FBFE	0.00	0.00
10-10-9175		-- Labels, Cab Safety	1	FBFE	69.00	69.00
10-10-9199		-- Label, Fluid Data Plate, 1906	1	FBFE	67.00	67.00
10-10-9202		-- Label, No Ride	1	FBFE	41.00	41.00
10-10-9204		-- Label, Helmet Warning	1	FBFE	14.00	14.00
COMMERCIAL CHASSIS			1	FBFE	0.00	0.00
03-06-4021		Chassis, Commercial, Supplied By Fouts Bros.	1	FBFE	0.00	0.00
03-07-2300	S	-- Ford, F-450, DRW, 4x2, Crew Cab, 176" WB, XL	1	FBFE	39820.00	39820.00

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PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
03-07-9089		-- Steering & Suspension, 4x2, 16,000 GVW	1	FBFE	0.00	0.00
03-08-2670	>	-- Engine, 6.8L V-10 Gasoline	1	FBFE	0.00	0.00
03-08-344X		-- Transmission, Automatic, 5-Spd	1	FBFE	0.00	0.00
03-08-3512		-- Alternator, 200 amp.	1	FBFE	75.00	75.00
03-08-3550		-- Fuel Tank, 40 Gallon, Aft	1	FBFE	0.00	0.00
03-08-3618		-- Rear Axle Ratio, Standard, 4.88 (6.8L)	1	FBFE	0.00	0.00
03-08-3952		-- Cab, Crew, 4-Dr	1	FBFE	0.00	0.00
03-08-4802		-- Power Equipment Group	1	FBFE	1105.00	1105.00
03-08-7951		-- 40/20/40 Vinyl Frnt Bench Seat	1	FBFE	0.00	0.00
03-08-7971		-- 60/40 Rr Bench Seat	1	FBFE	0.00	0.00
03-08-4701		-- XL Decor Package	1	FBFE	155.00	155.00
03-08-7250		-- Audio, AM/ FM Stereo w/ Digital Clock	1	FBFE	0.00	0.00
03-08-7301		-- Grille, Black Painted	1	FBFE	0.00	0.00
03-08-7315		-- Bumper, Chrome	1	FBFE	0.00	0.00
03-08-7006		-- Tires and Wheels:F450/F550 (4x2)	1	FBFE	0.00	0.00
03-08-7019		-- Wheels, 19.50" Steel	1	FBFE	0.00	0.00
03-08-7205		-- Tires, 225/70R19.5Q BSW	1	FBFE	190.00	190.00
03-08-7900		-- Ford Warranty, Superduty	1	FBFE	0.00	0.00
		CHASSIS PAINT COLOR	1	FBFE	0.00	0.00
10-11-7650	S	-- Cab Paint, Two-Tone, Silver/ Red	1	FBFE	2600.00	2600.00
04-01-4452		-- FORD OPTION: Step Bars, Chrome, Crew Cab	1	FBFE	329.00	329.00
04-01-6523		-- Seat Belt Clarification	1	FBFE	0.00	0.00
04-01-6515		-- Tire Pressure Monitoring, Accu-Pressure Cap - 6 Wheel	1	FBFE	114.00	114.00
04-01-6462		-- FORD OPTION: Wheel Covers, SS, 19.50"	1	FBFE	270.00	270.00

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PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
10-14-7209		-- Tow Eyes, (2), Rear Frame Rail	1	FBFE	340.00	340.00
10-70-4515		-- Paint, Tow Eyes, Black	1	FBFE	0.00	0.00
10-14-7312		-- Rear Mud Flaps, (2), Fouts Logo	1	FBFE	134.00	134.00
		VEHICLE DATA RECORDER AND SEATBELT MONITOR SYS - FORD	1	FBFE	0.00	0.00
10-12-1090	<	-- FORD OPTION: High Idle System, Chassis Supplied	1	FBFE	149.00	149.00
10-49-0008		-- Master Body Disconnect Switch	1	FBFE	167.00	167.00
10-49-0020	<	-- Indicator Lht, Mst Bdy Disconnect, Green	1	FBFE	83.00	83.00
10-49-0011		-- Back Up Alarm, 97db	1	FBFE	88.00	88.00
		BODY	1	FBFE	0.00	0.00
10-39-0100		Body, 108.00", 1/8" Frmd Alum, 34/47/25, 60" CA, RU Doors	1	FBFE	12001.00	12001.00
10-38-8108		-- Body Length: 108.00"	1	FBFE	0.00	0.00
10-38-8152		-- Body Width: 93.00"	1	FBFE	0.00	0.00
10-38-8183		-- Body Height: 64.00"	1	FBFE	0.00	0.00
10-39-2168	>	-- Door Type, Amdor, Roll-Up	1	FBFE	0.00	0.00
10-39-2180		-- Shelf Track, Uni-Strut	1	FBFE	0.00	0.00
10-39-2185		-- Compt. Shelving, 0.125" Alum, w/ 2.00" corners.	1	FBFE	0.00	0.00
		LEFT HAND SIDE COMPARTMENTS	1	FBFE	0.00	0.00
RB-11-81L1	S	-- L1, Ahd Rr Whls - Full Ht Comp't - Roll Up Dr	1	FBFE	0.00	0.00
DR-RU-2100		-- Amdor RU Door, Satin Finish	1	FBFE	836.00	836.00
MD-O5-8032		-- Cmpt LED Strip Lht, Luma Bar, 33.00", Clear White, (1) Ea Cmpt	1	FBFE	159.00	159.00
MD-O5-8601		-- Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea	1	FBFE	135.00	135.00
RB-21-1001		-- Ahd Rr Whls, LH, Cmpt Provisions, Rescue Body	1	FBFE	0.00	0.00
MD-O5-0150		-- Vent, Compt, Louver	1	FBFE	42.00	42.00
MD-O5-1040		-- Uni-Strut Tracks, vert, (2), Alum	1	FBFE	87.00	87.00
MD-O5-1149		-- Shelf, 1/8" Alum, Adj, Up to 48.00"W	1	FBFE	199.00	199.00
RB-11-81L2		-- L2, Up'r Hgh Sde - Std Ht Comp't - Roll Up Dr	1	FBFE	0.00	0.00
DR-RU-2200		-- Amdor RU Door, Satin Finish	1	FBFE	819.00	819.00

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PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
MD-O5-8012		-- Cmpt LED Strip Lht, Luma Bar, 12.00", Clear White, (1) Ea Cmpt	1	FBFE	117.00	117.00
MD-O5-8601		-- Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea	1	FBFE	135.00	135.00
RB-21-3001		-- Upr Hgh Sde Cmpt(s), LH, Cmpt Provisions, Rescue Body	1	FBFE	0.00	0.00
MD-O5-0116		-- Vent, Comps, Cross into Full Height Compts.	1	FBFE	0.00	0.00
MD-O5-1045		-- Uni-Strut Tracks, vert, (2), Alum	1	FBFE	87.00	87.00
MD-O5-1149		-- Shelf, 1/8" Alum, Adj, Up to 48.00"W	1	FBFE	199.00	199.00
RB-11-81L3		-- L3, Bhnd Rr Whls - Full Ht Comp't - Roll Up Dr	1	FBFE	0.00	0.00
DR-RU-2300		-- Amdor RU Door, Satin Finish	1	FBFE	765.00	765.00
MD-O5-8032		-- Cmpt LED Strip Lht, Luma Bar, 33.00", Clear White, (1) Ea Cmpt	1	FBFE	159.00	159.00
MD-O5-8601		-- Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea	1	FBFE	135.00	135.00
RB-21-4001		-- Bhnd Rr Whls, LH, Cmpt Provisions, Rescue Body	1	FBFE	0.00	0.00
MD-O5-0150		-- Vent, Cmpt, Louver	1	FBFE	42.00	42.00
MD-O5-1040		-- Uni-Strut Tracks, vert, (2), Alum	1	FBFE	87.00	87.00
MD-O5-1149		-- Shelf, 1/8" Alum, Adj, Up to 48.00"W	1	FBFE	199.00	199.00
		RIGHT HAND SIDE COMPARTMENTS	1	FBFE	0.00	0.00
RB-11-81R1	S	-- R1, Ahd Rr Whls - Full Ht Comp't - Roll Up Dr	1	FBFE	0.00	0.00
DR-RU-2100		-- Amdor RU Door, Satin Finish	1	FBFE	836.00	836.00
MD-O5-8032		-- Cmpt LED Strip Lht, Luma Bar, 33.00", Clear White, (1) Ea Cmpt	1	FBFE	159.00	159.00
MD-O5-8601		-- Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea	1	FBFE	135.00	135.00
RB-21-1101		-- Ahd Rr Whls, RH, Cmpt Provisions, Rescue Body	1	FBFE	0.00	0.00
MD-O5-0150		-- Vent, Cmpt, Louver	1	FBFE	42.00	42.00
MD-O5-1040		-- Uni-Strut Tracks, vert, (2), Alum	1	FBFE	87.00	87.00
MD-O5-1149		-- Shelf, 1/8" Alum, Adj, Up to 48.00"W	1	FBFE	199.00	199.00
RB-11-81R2		-- R2, Upr Hgh Sde - Std Ht Comp't - Roll Up Dr	1	FBFE	0.00	0.00
DR-RU-2200		-- Amdor RU Door, Satin Finish	1	FBFE	819.00	819.00
MD-O5-8012		-- Cmpt LED Strip Lht, Luma Bar, 12.00", Clear White, (1) Ea Cmpt	1	FBFE	117.00	117.00
MD-O5-8601		-- Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea	1	FBFE	135.00	135.00
RB-21-3001		-- Upr Hgh Sde Cmpt(s), LH, Cmpt Provisions, Rescue Body	1	FBFE	0.00	0.00
MD-O5-0116		-- Vent, Comps, Cross into Full Height Compts.	1	FBFE	0.00	0.00
MD-O5-1045		-- Uni-Strut Tracks, vert, (2), Alum	1	FBFE	87.00	87.00

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PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
MD-O5-1149		-- Shelf, 1/8" Alum, Adj, Up to 48.00"W	1	FBFE	199.00	199.00
RB-11-81R3		-- R3, Bhnd Rr Whls - Full Ht Comp't - Roll Up Dr	1	FBFE	0.00	0.00
DR-RU-2300		-- Amdor RU Door, Satin Finish	1	FBFE	765.00	765.00
MD-O5-8032		-- Cmpt LED Strip Lht, Luma Bar, 33.00", Clear White, (1) Ea Cmpt	1	FBFE	159.00	159.00
MD-O5-8601		-- Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea	1	FBFE	135.00	135.00
RB-21-4001		-- Bhnd Rr Whls, LH, Cmpt Provisions, Rescue Body	1	FBFE	0.00	0.00
MD-O5-0150		-- Vent, Cmpt, Louver	1	FBFE	42.00	42.00
MD-O5-1040		-- Uni-Strut Tracks, vert, (2), Alum	1	FBFE	87.00	87.00
MD-O5-1149		-- Shelf, 1/8" Alum, Adj, Up to 48.00"W	1	FBFE	199.00	199.00
		REAR BODY DESIGN - ENCLOSED	1	FBFE	1180.00	1180.00
RB-10-82Z2	S	-- CR1, Rr Cntr Comp't - Full Ht Roll Up	1	FBFE	0.00	0.00
DR-RU-1582		-- Amdor RU Door, Satin Finish	1	FBFE	987.00	987.00
MD-O5-8032		-- Cmpt LED Strip Lht, Luma Bar, 33.00", Clear White, (1) Ea Cmpt	1	FBFE	159.00	159.00
MD-O5-8601		-- Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea	1	FBFE	135.00	135.00
RB-21-5002		-- Rr Cmpt, Cmpt, Provisions, Rescue Body	1	FBFE	0.00	0.00
10-41-8203		-- Extendo Bed, 1500#, 72.00"D x 48.00"W	1	FBFE	3381.00	3381.00
		TRANSVERSE COMPARTMENT	1	FBFE	0.00	0.00
10-39-2367		-- Transverse Compartment, L1-R1	1	FBFE	0.00	0.00
RB-23-5500		-- Trnsvrs Cmpt, Cmpt. Provisions, Rescue Body	1	FBFE	0.00	0.00
SM-05-2100		-- SlideMaster Tray, 1000#, Alum 1/8" Trnvs Dual Drctn, Up to 40.00"W	1	FBFE	1126.00	1126.00
		TREADPLATE AND TRIM - RESCUE	1	FBFE	0.00	0.00
10-41-6410		-- Bdy Trim, Frnt Cmpt, Ht of Side Cmpts, Alum T/P	1	FBFE	216.00	216.00
10-41-6415		-- Bdy Trim, Whl Well Panel, Alum T/P	1	FBFE	226.00	226.00
10-41-6420		-- Bdy Trim, Rr Lwr Bdy, Width of Body Alum T/P	1	FBFE	109.00	109.00
		COMMON BODY OPTIONS - MINI/ LD RESCUE	1	FBFE	0.00	0.00

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PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
10-39-8025		-- Fuel Fill w/ hinged Access Door, Cast, LH Rr Axle	1	FBFE	155.00	155.00
10-39-8029		-- DEF Fill w/ hinged Access Door, Cast, LH Frnt Axle	1	FBFE	155.00	155.00
		REAR TAILBOARD	1	FBFE	0.00	0.00
10-44-2001		-- Rear Tailboard, 12.00"	1	FBFE	498.00	498.00
10-44-6024		-- Grab Rails, (2), Rear, Vertical	1	FBFE	146.00	146.00
		ELECTRICAL	1	FBFE	0.00	0.00
10-48-0055		Electrical- 12V, Rescue	1	FBFE	965.00	965.00
10-48-1949		-- NFPA Certified Electrical System Tests	1	FBFE	0.00	0.00
10-49-0012		-- Low Voltage Alarm, Kussmaul, w/ lht & bzzr	1	FBFE	274.00	274.00
		GROUND LIGHTING	1	FBFE	0.00	0.00
10-49-0150		-- Ground Lts, (2) Chassis, 2-Dr. LED	1	FBFE	104.00	104.00
10-49-0155		-- Ground Lts, (2) Forward Rr Whls, LED	1	FBFE	104.00	104.00
10-49-0160		-- Ground Lts, (2) Rr Step, LED	1	FBFE	104.00	104.00
10-49-0165		-- Lt Switch , Ground Lts w/ Park Brake	1	FBFE	90.00	90.00
		DOOR OPEN / HAZARD WARNING LIGHT INDICATOR SYSTEMS	1	FBFE	0.00	0.00
10-49-0017		-- Lht, Hazard, LED, Flashing, Red, Whln, OS	1	FBFE	105.00	105.00
		REAR DIRECTIONALS/ DOT LIGHTS	1	FBFE	0.00	0.00
10-49-0015		-- Lht , License Plate, LED	1	FBFE	47.00	47.00
10-50-7000		-- Rear Brake/Tail/Turn/Backup, 4.00' Round, LED	1	FBFE	233.00	233.00
10-50-7350		-- Marker Lts, LED, DOT Required	1	FBFE	230.00	230.00
10-50-9050		-- Trffc Advsr, Whelen TAL85, 48.00' LED	1	FBFE	771.00	771.00
10-50-9200		-- Traffic Advsr Lt Mtg, Surface Mt, Rr Bdy	1	FBFE	260.00	260.00
		> EXTENDABLE SCENE LIGHTING, 12V	1	FBFE	0.00	0.00
10-54-3608		-- Pole Lts, (2) Akron SceneStar, 12V LED, 14K Lmns, Std Pole Length	1	FBFE	2718.00	2718.00
10-54-4150		-- Lt Cntrl, Akron 12V Pole Lhts, switch on lighthouse	1	FBFE	0.00	0.00
10-54-4295		-- Location, (1) Each side, rear of body.	1	FBFE	0.00	0.00

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PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
		BACKUP CAMERA	1	FBFE	0.00	0.00
10-57-2200		-- Rearview Camera, 7" Color Monitor	1	FBFE	661.00	661.00
10-57-2430		-- Monitor Location, Cab Dash	1	FBFE	0.00	0.00
		WARNING LIGHTS PACKAGE, RESCUE	1	FBFE	0.00	0.00
10-50-0020		-- Warning light flash pattern, Default NFPA	1	FBFE	0.00	0.00
10-50-0130		-- Warning Light Cntrls, Lightbar Switch/ Warn Lhts Switch	1	FBFE	0.00	0.00
		LIGHTBAR	1	FBFE	0.00	0.00
10-50-1206		-- Lht Bar, Whelen, Justice, JE2NFPA, 56.00", LED, 8 Red/ 2 White	1	FBFE	1093.00	1093.00
10-55-5001		-- Lt, Cntrls, Lt Bar, Switch, in Cab	1	FBFE	0.00	0.00
		LOWER LEVEL WARNING LIGHTS	1	FBFE	0.00	0.00
10-50-4206		-- Wrn Lts, Whln, Lw Fmt, 600 Super LED, Rd w/ Clr Lns	2	FBFE	143.00	286.00
10-55-9010		-- Bezel(s), Whelen, Chrome, 600	2	FBFE	9.00	18.00
10-50-4335		-- Wrn Lts, Whln, Intrstc, LINZ6, Rd w/ Clr Lns	2	FBFE	145.00	290.00
10-55-8607		-- Bezel(s), Whln, LINZ6, Black	2	FBFE	0.00	0.00
10-50-4406		-- Wrn Lts, Whln, Lw Mid Bdy, 600 Super LED, Rd w/ Clr Lns	2	FBFE	143.00	286.00
10-55-9030		-- Bezel(s), Whelen, Chrome, 600	2	FBFE	9.00	18.00
10-50-4606		-- Wrn Lts, Whln, Lw Rr, 600 Super LED, Rd w/ Clr Lns	2	FBFE	143.00	286.00
10-55-9030		-- Bezel(s), Whelen, Chrome, 600	2	FBFE	9.00	18.00
10-55-5011		-- Lt, Cntrls, Lwr Wrng, Switch in Cab	1	FBFE	0.00	0.00
		AUDIBLE WARNING	1	FBFE	0.00	0.00
10-50-6010		-- Siren, Whelen, 295SLSA1, 100/200 watt	1	FBFE	353.00	353.00
10-50-6210	>	-- Spkr, Whln, 100 Watt, SA315FIP, RH Side	1	FBFE	302.00	302.00
		PAINT AND FINISH	1	FBFE	0.00	0.00
		PAINT AND FINISH, RESCUE BODY	1	FBFE	0.00	0.00
10-70-3450		-- Cab, Standard Color	1	FBFE	0.00	0.00
10-70-3501		-- Primer, E-Coat	1	FBFE	0.00	0.00
10-70-4020		-- Undrcoating, Monsey 2.7	1	FBFE	0.00	0.00
10-70-4165	S < >	-- Compartment Interiors, Side, Zolatone	1	FBFE	500.00	500.00

12/15/2016

Quote No: 26424-0017

PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
10-70-4504	S	-- Paint Color, Match Chassis	1	FBFE	1516.00	1516.00
		LETTERING AND STRIPING	1	FBFE	0.00	0.00
10-70-5405		-- Reflective Striping, Direction of the Dept.	1	FBFE	345.00	345.00
10-70-5451		-- Rear Cheveron Striping, Red/ Yellow	1	FBFE	468.00	468.00
18-15-0050		-- Reflective Lettering, Direction of the Dept.	1	FBFE	448.00	448.00
		Total				87,076.00

TAMARAC FIRE RESCUE

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LIGHT DUTY RESCUE UNIT

Fouts Bros.
2158 Atlanta Road
Smyrna, GA 30080
1-800-948-5045

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SCOPE AND GENERAL REQUIREMENTS

It is the intent of the manufacturer to provide a new fire apparatus that will withstand the continuous use encountered in the emergency fire fighting service. The apparatus shall be of the latest type, symmetrically proportioned and constructed with due consideration of the load to be sustained.

All parts not specifically mentioned herein, but which are necessary in order to furnish a complete fire apparatus, shall be furnished and shall conform to the best practices known to the fire apparatus industry.

The apparatus shall comply with all Federal, State, and local requirements pertaining to vehicles used for fire fighting, and emergency vehicles at time of contract signing. The apparatus must also comply with all requirements as specified in N.F.P.A. standards that are applicable on date of contract signing. The unit is to be of current year manufacture, and is to be new and unused. The bid price shall not include any local, State, or Federal taxes. The Bidder shall not be liable for any State or Federally mandated tax or program after the sale of this apparatus.

These specifications shall be construed as minimum. Should the manufacturer's current published data or specifications exceed these, they shall be considered minimum and be furnished.

PRIME BIDDER, MANUFACTURER

The manufacturer shall be prime bidder and shall identify the location of their facility.

BIDDERS BACKGROUND

Bids are requested from responsible manufacturers who are engaged in the manufacture of fire apparatus. To insure reliable and complete acceptance of the apparatus, bidder shall have been in operation for a minimum of twenty (20) years in the manufacturing of fire apparatus.

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The manufacturer of the apparatus must be fully owned and managed by a Parent Company, Corporation, or Individual(s) that is 100% held by United States of America based Company, Corporation, or United States citizen(s).

Proposals from any manufacturer that is fully or partially owned and/or operated by a foreign company, Corporation or Individual(s) under any type of ownership, partnership, or any similar type of agreement will be immediately rejected.

If the manufacturer of the apparatus, or if any owner, shareholder, or immediate relative of an owner or shareholder that has previously been involved in or held ownership in any company that has filed bankruptcy or any other type of reorganization plan, it must be clearly stated in the bid proposal. The statement must include details and dates of all occurrences.

FAMA COMPLIANCE

The apparatus manufacturer must be a current member of the Fire Apparatus Manufacturer's Association (FAMA) and must provide certificate of membership.

PROPRIETARY PARTS

It is the intention of the purchaser for all bidders to furnish the apparatus with major parts commonly used by the heavy-duty truck manufacturers and open market vendors where as replacement parts are more readily available and at reduced cost. The use of proprietary parts may not be acceptable to the purchaser.

MANUFACTURER'S DISCRETION

Materials, parts, or procedures used are subject to change at manufacturer's discretion at any time to provide equal or better products.

COOPERATIVE PURCHASING

The manufacturer shall be pleased to allow other public agencies to use the purchase agreement resulting from this invitation to bid unless the bidder expressly notes on the proposal form that prices are not available for tag-on.

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The condition of such use by other agencies shall be that any such agency must make and pursue contact, purchase order/contract, and all contractual remedies with the successful bidder. Such tag-ons shall be done so that the purchaser has no responsibility for performance by either the manufacturer or the agency using the contract.

FAIR, ETHICAL AND LEGAL COMPETITION

In order to ensure fair, ethical, and legal competition the apparatus manufacturer shall have ever been fined or convicted of price fixing, bid rigging, or collusion in any domestic or international fire apparatus market.

PRODUCT QUALITY AND WORKMANSHIP

The components provided and workmanship performed shall be of the highest quality available for this application. Special consideration shall be given to the following areas:

- A). Accessibility to various components that require periodic maintenance or lubrication checks.
- B). Ease of vehicle and pump operation.
- C). Features beneficial to the intended operation of the apparatus.

Construction of the complete apparatus shall be designed to carry the loads intended to meet the road and terrain conditions and speed requirements desired when specified by the purchaser.

Welding shall not be employed in the assembly of the apparatus in a manner that will prevent the removal of any major component part for service and/or repair.

INSURANCE REQUIREMENTS

Each bidder must submit with their bid proposal a Certificate of Insurance listing the proposed manufacturer's product liability insurance coverage. Liability insurance shall be a minimum amount of ten (10) million dollars. Submitted

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certificate shall name the apparatus manufacturer, insurance company, policy number, and effective dates of the insurance policy. Bids submitted without the required certificate will be considered non responsive and automatically rejected. No exceptions are allowed to the minimum insurance coverage requirement.

The manufacturer shall maintain full insurance coverage on the purchaser's cab and chassis from time of first possession by the manufacturer until the apparatus is delivered and accepted by the purchaser (No Exceptions). Purchaser reserves the right to require proof of insurance from the manufacturer's insurance carrier prior to entering into a contract for the apparatus.

PAYMENT TERMS

Full payment for the apparatus shall be made at time of delivery of the completed vehicle. Due to insurance liability, the apparatus will not be left at the purchaser's location without full acceptance and payment or prior agreement between the Purchaser and Bidder.

Final delivery price shall not include any Local, State or Federal taxes. The manufacturer shall not be liable for any State or Federal mandated tax or program after sale or delivery of the apparatus.

DELIVERY REQUIREMENTS

Delivery of the completed vehicle shall be no more than 120 calendar days starting from the date the sales contract is signed and accepted by the apparatus manufacturer.

VEHICLE DELIVERY

The finished unit shall be delivered under its own power to an address supplied by the purchaser.

ONE YEAR APPARATUS WARRANTY

The complete apparatus detailed herein shall be warranted against defects in materials and workmanship for a period of twelve (12) months, effective upon pick up or delivery of the completed apparatus to the purchaser, as detailed in

TAMARAC FIRE RESCUE

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the respective warranty documents. Any unauthorized alterations or modifications to the apparatus shall void this warranty.

Other warrantees, as provided by individual component manufacturers may extend beyond this warranty.

APPARATUS BODY WARRANTY, TEN YEAR

The apparatus body as detailed herein shall have a structural warranty against defects in materials and workmanship for a period of ten (10) years, effective upon final payment in full by the Purchaser, and pick up or delivery of the completed apparatus to the Purchaser. Any unauthorized alterations or modifications to the body shall void this warranty.

PAINT WARRANTY, FIVE YEAR

The finish paint as used on the proposed apparatus shall be warranted against defects in materials and workmanship for a prorated period of five (5) years, effective upon final payment in full by the Purchaser, and pick up or delivery of the completed apparatus to the Purchaser. Any unauthorized alterations or modifications to the apparatus shall void this warranty.

APPARATUS ELECTRICAL WARRANTY, TWO YEAR

The apparatus electrical system as detailed herein shall have a electrical warranty against defects in materials and workmanship for a period of two (2) years, effective upon final payment in full by the Purchaser, and pick up or delivery of the completed apparatus to the Purchaser. Any unauthorized alterations or modifications to the electrical system shall void this warranty.

APPARATUS DIMENSIONS

These are standard truck dimensions. Changes in configuration or additional options may affect these dimensions. The contract specification shall contain the exact dimensions.

OVERALL HEIGHT

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The overall height shall be less than 96".

OVERALL LENGTH

The overall length shall be no longer than 26 feet.

OVERALL WIDTH

The overall width of the body shall be 96 inches wide; chassis mirrors will extend out past this width.

ANGLE OF APPROACH

The angle of approach for the apparatus shall not be less than eight (8) degrees as specified by the current edition of NFPA 1901/ 1906.

ANGLE OF DEPARTURE

The angle of departure for the apparatus shall not be less than eight (8) degrees as specified by the current edition of NFPA 1901/ 1906.

NFPA 1906 COMPLIANCE

The National Fire Protection Association standard #1906 (most recent edition) is hereby adopted and made a part of these specifications, the same as if they were written out in full detail, insofar as they apply with the exception of any sections dealing with "Equipment Recommended for Various Types of Apparatus". Bidders are to provide only the equipment requested herein and the Department will supply the rest before the apparatus is put into service. The unit shall comply with all federal, state, ICC, and DOT motor vehicle regulations, standards, and laws relating to commercial vehicles as well as to fire apparatus on the date of the bid.

ROAD TEST CERTIFICATION

A road test shall be conducted with the finished apparatus fully loaded. During this time, the apparatus shall not show loss of power and/or overheating. The transmission driveshaft or shafts and rear axle shall run free from abnormal

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vibration or noise throughout the operating range of the apparatus. The apparatus, when loaded, shall have not less than 25% or more than 45% of the weight on the front axle and not less than 55% or more than 75% on the rear axle.

- A). The apparatus must be capable of accelerating to 35 mph from a standing start within 25 seconds on a level concrete highway without exceeding the maximum governed RPM of the engine.
- B). The apparatus must be capable of accelerating from a steady speed of 15 mph to a true speed of 35 mph within 30 seconds. This shall be accomplished without moving the gear selector.
- C). The fully loaded apparatus shall be capable of obtaining a speed of 50 to 55 mph on a level concrete highway.
- D). The manufacturer shall furnish copies of the engine installation approvals signed by the appropriate engine company upon delivery of the chassis to the Fire Department.
- E). The manufacturer shall furnish copies of the transmission approval signed by the transmission manufacturer upon delivery of the chassis to the Fire Department.
- F). The manufacturer shall furnish copies of the front and rear axle approvals upon delivery of the apparatus to the Fire Department.

ROAD TEST FAILURE

In the event the apparatus fails to meet the test requirements of these specifications on the first trials, second trials may be made at the option of the manufacturer within thirty (30) days of the first trials. Such trials shall be final and conclusive and failure to comply with changes, as the purchaser may consider necessary to conform to any clause of the specifications within thirty (30) days after notice is given to the manufacturer of such changes, shall be cause for rejection of the apparatus. Permission to keep or store the apparatus in any building owned or occupied by the purchaser, or its use by the purchaser

TAMARAC FIRE RESCUE

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during the above-specified period with permission of the manufacturer, shall not constitute acceptance.

CAB SAFETY SIGNS

The following safety signs shall be provided in the cab:

- A label displaying the maximum number of personnel the vehicle is designed to carry shall be visible to the driver.
- "Occupants shall be seated and belted when apparatus is in motion" signs shall be visible from each seat.
- "Do Not Move Apparatus When Light Is On" sign adjacent to the warning light indicating a hazard if the apparatus is moved (as described in subsequent section).
- A label displaying the height, length, and GVWR of the vehicle shall be visible to driver.

CHASSIS DATA LABELS

The following information shall be on labels affixed to the vehicle:

Fluid Data:

- Engine oil
- Engine coolant
- Chassis transmission fluid
- Pump transmission lubrication fluid (if applicable)
- Pump primer fluid (if applicable)
- Drive axle(s) lubrication fluid
- Air conditioning refrigerant
- Air conditioning lubrication
- Power steering fluid
- Cab tilt mechanism fluid (if applicable)
- Transfer case fluid (if applicable)
- Equipment rack fluid (if applicable)

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- Air compressor system lubricant
- Generator system lubricant (if applicable)

Chassis Data:

- Chassis Manufacturer
- Production Number
- Year Built
- Vehicle Identification Number

Location shall be in the driver's compartment of the chassis cab.

"NO RIDE" LABEL

A label shall be located on the vehicle at the rear step areas, and at any cross walkways, if they exist. The label(s) shall warn personnel that riding in or on these areas while the vehicle is in motion is prohibited.

DO NOT WEAR HELMET LABEL

One (1) label shall be provided stating "DO NOT WEAR HELMET WHILE SEATED", and shall be visible from each seated position.

COMMERCIAL CHASSIS SPECIFICATION

CHASSIS PROVIDER

The chassis, as detailed in these specifications, shall be ordered and supplied by the apparatus manufacturer.

CHASSIS

One (1) FORD F-450 rear axle drive 4x2, Dual rear wheels (DRW), four (4) door crew cab and chassis with XL trim.

Wheelbase: 176"
Cab to Axle: 60"

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GVWR: 16,000 pounds

Steering: Hydraulic power-assist re-circulating ball

Non-Driving Front Axle and Suspension: HD front package, firm ride suspension package, mono-beam non-independent front suspension, anti-roll bar, HD front shocks, HD front coil springs

Rear Axle and Suspension: wide track, rigid rear axle, HD rear suspension package, anti-roll bar, HD rear leaf springs, HD rear shocks

Braking System: four (4) wheel disc brake system with front and rear vented discs and Anti-Lock (ABS)

POWERTRAIN

6.8L 3-valve SOHC EFI Triton V-10

Rated Brake Horsepower: 362 hp @ 4750 rpm

Rated Torque- 457 @3250 rpm

Battery: 750 CCA, 78 AH

Exhaust System: horizontally mounted, discharge on right side aft of wheels

TRANSMISSION

Automatic 5-Speed TorqShift w/OD

Alternator: 200 Amp extra heavy-duty

Fuel Tank: 40 Gallon, Aft of Axle

REAR AXLE RATIO

The ratio of the rear axle shall be 4.88.

CAB TYPE

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Conventional, engine forward, four (4) door crew cab

Construction: Welded steel

Accessories:

- Solar Tinted glass in all windows
- Dual sun visors
- Electric windshield washer
- Dome light
- Fresh air heater and defroster
- Dual electric horns
- Driver and passenger air bags
- Gray Vinyl Upholstery
- Roof Clearance Lights
- Black vinyl full floor covering
- 12V Auxiliary Power Point
- Black Fender Moldings

Headlamps: dual beam jewel effect

Climate Controls: controls for heat, defroster, and air conditioning

Mirrors: black manually telescope fold-away in/out for view adjustment.

Instrumentation:

- Tachometer
- Speedometer
- Turbo boost (diesel only)
- Oil pressure
- Coolant temperature
- Fuel gauge
- Transmission temperature gauge
- Indicator lights & Message Center/odometer, trip odometer, engine hour meter & warning messages.

POWER EQUIPMENT GROUP

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The electrical power equipment group shall be provided on the chassis. The option package shall include power door locks, power side windows and a momentary down driver's window.

CAB SEATING

The front seating shall consist of a heavy duty vinyl 40/20/40 split front bench seat w/center armrest, cup holder, storage and manual driver-side lumbar support

REAR CAB SEATING

The rear seating shall consist of a heavy duty vinyl 60/40 bench flip-up/fold-down rear seat.

AUDIO

AM/FM stereo, w/digital clock & 2-speakers

GRILLE

Black painted

BUMPER

Chrome Steel with grained MIC top cover.

WHEELS

Six (6), 10-hole Disc, 19.50" x 6.00" RW Steel

TIRES

Six (6) 225/70Rx19.5G black side wall traction tires shall come supplied from ford with the chassis.

FORD SUPERDUTY WARRANTY

Description

Months/Distance

26424-0017

12/15/16

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Basic.....	36 month/36,000 miles
Powertrain.....	60 month/60,000 miles
Corrosion Perforation.....	60 month/unlimited mileage
Roadside Assistance	60 month/60,000 miles
Diesel Engine	60 month/100,000 miles

CAB EXTERIOR PAINT - TWO-TONE COLOR

The cab shall be painted a two-tone color.

CAB Primary/ Lower Color:

Color: Silver

Paint Number: Department to supply paint code

CAB Secondary/ Color:

Color Red

Paint Number:

The upper and lower paint shall meet at a breakline on the cab which shall be determined and approved, in writing, by the department before the apparatus goes into production.

STEP BARS

One (1) set of polished stainless steel step bars shall be mounted to each side of the chassis. There shall be a slip resistant step pad located bellow each chassis door.

SEAT BELT CLARIFICATION

Red seat belts shall be provided if available from the chassis manufacturer. The apparatus manufacturer shall not change commercial chassis seat belts.

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TIRE PRESSURE MONITORING

The apparatus shall be provided with tire pressure indicating valve stem caps. The indicators shall be installed on each tire and be a heavy duty design manufactured specifically for trucks. When tire is properly inflated, the indicator inside the cap shall be green, and when the tire is underinflated by 10%, the indicator inside the cap shall be red.

WHEEL COVERS

Each wheel shall have one (1) stainless steel wheel cover installed.

REAR TOW EYES

Two (2) heavy duty steel tow eyes, approximately 3/4" thick, shall be provided beneath the rear tailboard.

The tow plates shall be painted black.

REAR MUD FLAPS

A pair of black rubber mud flaps, with the Manufacturer's logo, shall be provided and installed behind the rear wheels.

VEHICLE DATA RECORDER AND SEATBELT MONITOR SYS - FORD

HIGH IDLE SYSTEM

There shall be a high idle system furnished and installed on the apparatus to allow an increase in the engine speed when the apparatus is parked. (NFPA 1906, 5.2.1.4 requirement).

An interlock shall prevent the operation of this engine speed control device unless the parking brake is fully engaged and the transmission is in neutral or park, or unless the engine speed control device is used with chassis engine driven components, in which case it shall be interlocked with the engagement of those components.

MASTER BODY DISCONNECT SWITCH

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A master body disconnect on/off switch shall be provided in the cab, near the driver's door. The switch shall disconnect the power to the apparatus body when the ignition switch is in the off position.

One (1) reset breaker shall be installed between the solenoid output and any electrical load.

One (1) indicator light shall be provided to indicate the apparatus 12-volt system is on. The light shall be located in the chassis cab and be visible from the driver's positions. The light shall be green in color and labeled "Master Battery Disconnect".

BACK-UP ALARM

One (1) 97 DB back up alarm shall be provided and installed at the rear of the unit. It shall be wired to activate when the transmission is placed in reverse.

APPARATUS BODY

BODY DESIGN

The body shall be modular in design, allowing it to be removed and remounted on a new chassis.

The fabrication of the body shall be formed sheet metal. Formed components shall allow the Purchaser to have the body repaired locally in the case where any object has struck the body and caused damage. The use of proprietary extrusions will prevent the Purchaser from such repair and shall NOT be used.

SUBFRAME

The body shall be attached to and supported by a heavy duty, spring loaded, aluminum subframe u-bolted to the truck frame. The subframe shall be spring mounted to the chassis frame to allow for independent flexing of the body in relation to the chassis frame.

BODY CONSTRUCTION

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The body shall be fabricated using aluminum extrusions, angle, smooth aluminum sheet and aluminum treadplate providing a durable, corrosion resistant, and lightweight body.

The entire body shall be welded into a one piece module, assembled and painted prior to mounting on the chassis.

COMPARTMENT CONSTRUCTION

The compartments shall be constructed of .125" 5052-H32 Aluminum. Divider walls between compartments shall be of single wall construction with a minimum wall thickness of 0.125", with double 90 degree bends on the outside to form a channel. Compartment floors shall have a minimum of a 0.50" lip above bottom of the door opening, providing a sweep out design.

The rear compartment floor shall be constructed of .125" 3003-H22 Aluminum Tread Plate.

For adequate ventilation and air displacement, each compartment shall be properly louvered with square vents. The rearmost wall of the rear compartments, shall have full height removable panels, constructed of aluminum, to cover and protect all 12 volt electrical accessories mounted on the walls. The panels shall be removable to provide access to those components.

FENDER PANELS

Side fender panels above the rear wheels shall be 0.125" 5052-H32 Aluminum.

BODY CONFIGURATION

The apparatus body shall be 108.00" long.

BODY WIDTH

The apparatus body shall be 93.00" wide.

BODY HEIGHT

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The overall height of the apparatus body shall not exceed 64.00".

(The above overall height is for the body only, it does not include any upper hose trays or coffin boxes, if applicable to this specification.)

ROLL-UP DOORS

All compartment doors shall be equipped with AMDOR brand roll-up doors. The slats shall be 1.00" double wall aluminum with continuous ball and socket hinge joints designed to prevent water ingress and weather tight recessed dual durometer seals.

The interior door curtains shall be smooth to prevent equipment hang-ups. The door tracks and side frames shall each be one-piece aluminum. Each side seal shall be recessed, and non-marring with UV stabilizers to prevent warping.

The bottom panel flange shall have cut-outs for ease of access with gloved hands. The door strikers shall provide support beneath the lift bar to prevent door curtain bounce and potential false door ajar indications.

Each door shall be supplied with a full width lift bar, constructed of stainless steel.

COMPARTMENT SHELF TRACKS - ALUMINUM

Heavy-duty aluminum Uni-Strut tracks shall be provided in the compartments as specified. The tracks shall not be welded to the apparatus body. The Uni-strut tracks shall allow the shelving to be positioned at any location in the compartment by simply loosening a bolt on each end of the shelf, pushing inward on the bolt, and sliding the shelf to the desired location.

COMPARTMENT SHELVING - SIDE COMPARTMENTS

Adjustable shelving shall be installed in the side compartments as identified later in this specification. Each shelf shall be made of 0.125" smooth aluminum with a 2.00" high perimeter retaining lip with welded corners.

LEFT SIDE COMPARTMENT IN FRONT OF REAR WHEELS, L1

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There shall be a full height compartment located ahead of the rear wheels on the left side of the apparatus body. This compartment shall be designated as L1 within these specifications and any ensuing paperwork or drawings after contract execution.

- Dimensions: 34.75" wide x 57.625" high x 21.50" deep(**Tranverse above frame**)
- Door Opening: 28.25" wide x 53.125" high
- Usable Width: 34.75"
- Usable Depth: 19.50"

The compartment shall have a roll up door. The door shall have a satin finish.

COMPARTMENT LIGHT(S)

One (1) 33.00" Luma Bar LED strip light shall be installed inside the compartment.

The compartment light(s) shall be controlled by a magnetic "On-Off" switch located on each compartment door.

One (1) louver vent shall be installed in the compartment.

ADJUSTABLE SHELVING TRACKS

There shall be two (2) uni-strut channels, one (1) per side, installed in the compartment.

ADJUSTABLE SHELF(S)

There shall be One (1) adjustable shelf constructed of 0.125" aluminum with a 2.00" upward bend at front and rear, and side supports.

LEFT SIDE ABOVE WHEEL COMPARTMENT, L2

There shall be a standard height compartment located above the rear wheels on the left side of the apparatus body. This compartment shall be designated as L2

TAMARAC FIRE RESCUE

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within these specifications and any ensuing paperwork or drawings after contract execution.

- Dimensions: 47.00" wide x 27.625" high x 21.50" deep
- Door Opening: 44.50" wide x 23.125" high
- Usable Width: 47.00"
- Usable Depth: 19.50"

The compartment shall have a roll up door. The door shall have a satin finish.

COMPARTMENT LIGHT(S)

One (1) 12.00" Luma Bar LED strip light shall be installed inside the compartment.

The compartment light(s) shall be controlled by a magnetic "On-Off" switch located on each compartment door.

The compartment shall be cross vented into the full height compartments

ADJUSTABLE SHELVING TRACKS

There shall be two (2) uni-strut channels, one (1) per side, installed in the compartment.

ADJUSTABLE SHELF(S)

There shall be One (1) adjustable shelf constructed of 0.125" aluminum with a 2.00" upward bend at front and rear, and side supports.

LEFT SIDE COMPARTMENT BEHIND REAR WHEELS, L3

There shall be a standard height compartment located above the rear wheels on the left side of the apparatus body. This compartment shall be designated as L3 within these specifications and any ensuing paperwork or drawings after contract execution.

- Dimensions: 26.25" wide x 57.625" high x 21.50" deep
- Door Opening: 19.75" wide x 53.125" high

TAMARAC FIRE RESCUE

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- Usable Width: 23.50"
- Usable Depth: 19.50"

The compartment shall have a roll up door. The door shall have a satin finish.

COMPARTMENT LIGHT(S)

One (1) 33.00" Luma Bar LED strip light shall be installed inside the compartment.

The compartment light(s) shall be controlled by a magnetic "On-Off" switch located on each compartment door.

One (1) louver vent shall be installed in the compartment.

ADJUSTABLE SHELVING TRACKS

There shall be two (2) uni-strut channels, one (1) per side, installed in the compartment.

ADJUSTABLE SHELF(S)

There shall be One (1) adjustable shelf constructed of 0.125" aluminum with a 2.00" upward bend at front and rear, and side supports.

RIGHT SIDE COMPARTMENT IN FRONT OF REAR WHEELS, R1

There shall be a full height compartment located ahead of the rear wheels on the right side of the apparatus body. This compartment shall be designated as R1 within these specifications and any ensuing paperwork or drawings after contract execution.

- Dimensions: 34.75" wide x 57.625" high x 21.50" deep (**Tranverse above frame**)
- Door Opening: 28.25" wide x 53.125" high
- Usable Width: 34.75"
- Usable Depth: 19.50"

The compartment shall have a roll up door. The door shall have a satin finish.

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COMPARTMENT LIGHT(S)

One (1) 33.00" Luma Bar LED strip light shall be installed inside the compartment.

The compartment light(s) shall be controlled by a magnetic "On-Off" switch located on each compartment door.

One (1) louver vent shall be installed in the compartment.

ADJUSTABLE SHELVING TRACKS

There shall be two (2) uni-strut channels, one (1) per side, installed in the compartment.

ADJUSTABLE SHELF(S)

There shall be One (1) adjustable shelf constructed of 0.125" aluminum with a 2.00" upward bend at front and rear, and side supports.

RIGHT SIDE ABOVE WHEEL COMPARTMENT, R2

There shall be a standard height compartment located above the rear wheels on the right side of the apparatus body. This compartment shall be designated as R2 within these specifications and any ensuing paperwork or drawings after contract execution.

- Dimensions: 47.00" wide x 27.625" high x 21.50" deep
- Door Opening: 44.50" wide x 23.125" high
- Usable Width: 47.00"
- Usable Depth: 19.50"

The compartment shall have a roll up door. The door shall have a satin finish.

COMPARTMENT LIGHT(S)

One (1) 12.00" Luma Bar LED strip light shall be installed inside the compartment.

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The compartment light(s) shall be controlled by a magnetic "On-Off" switch located on each compartment door.

The compartment shall be cross vented into the full height compartments

ADJUSTABLE SHELVING TRACKS

There shall be two (2) uni-strut channels, one (1) per side, installed in the compartment.

ADJUSTABLE SHELF(S)

There shall be One (1) adjustable shelf constructed of 0.125" aluminum with a 2.00" upward bend at front and rear, and side supports.

RIGHT SIDE COMPARTMENT BEHIND REAR WHEELS, R3

There shall be a standard height compartment located above the rear wheels on the right side of the apparatus body. This compartment shall be designated as R3 within these specifications and any ensuing paperwork or drawings after contract execution.

- Dimensions: 26.25" wide x 57.625" high x 21.50" deep
- Door Opening: 19.75" wide x 53.125" high
- Usable Width: 23.50"
- Usable Depth: 19.50"

The compartment shall have a roll up door. The door shall have a satin finish.

COMPARTMENT LIGHT(S)

One (1) 33.00" Luma Bar LED strip light shall be installed inside the compartment.

The compartment light(s) shall be controlled by a magnetic "On-Off" switch located on each compartment door.

One (1) louver vent shall be installed in the compartment.

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ADJUSTABLE SHELVING TRACKS

There shall be two (2) uni-strut channels, one (1) per side, installed in the compartment.

ADJUSTABLE SHELF(S)

There shall be One (1) adjustable shelf constructed of 0.125" aluminum with a 2.00" upward bend at front and rear, and side supports.

REAR BODY CONFIGURATION, ENCLOSED

The cargo area of the apparatus body shall be completely enclosed and covered with diamondplate aluminum.

REAR CENTER COMPARTMENT, CR1

There shall be one (1) compartment at the rear, approximately 50.00" wide x 43.00" tall x 72.00" deep.

The compartment shall have a roll up door. The door shall have a satin finish.

COMPARTMENT LIGHT(S)

One (1) 33.00" Luma Bar LED strip light shall be installed inside the compartment.

The compartment light(s) shall be controlled by a magnetic "On-Off" switch located on each compartment door.

EXTENDO-BED

A 1500 lb. Extendo-Bed will be supplied and mounted in the rear compartment area of the body. The bed shall have a three-stage Frame Assembly design that shall allow the cargo frame to extend completely out of the vehicle.

There shall be a lock assembly made up of a 0.75" diameter steel rod the length of the assembly. Lock points shall be located at just over 100% extension and at

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approximately each 12.00" of travel. This allows the unit to be locked at various positions of travel for field work. A second pull handle shall be attached to the end of the Cargo Frame for ease of operation.

Note: Include (1) piece of 0.75" thick marine grade plywood within full bed area.

TRANSVERSE COMPARTMENT

There shall be a transverse area located in between compartments L1 and R1. It shall be approx 24.50" wide x 50.00" deep.

SLIDE-OUT TRAY - DUAL DIRECTION

One (1) 1000 lb. SLIDEMASTER dual direction slide-out tray with 70% extension shall be mounted in the transverse compartment. The tray shall be constructed of 0.125" aluminum.

FRONT BODY PROTECTION PANELS

Aluminum tread plate overlays and panels shall be installed on the front of the body compartment from the lower edge to the top of the compartment doors.

WHEEL WELL PROTECTION PANELS

Aluminum tread plate overlays and panels shall be installed on the side fender panels, above the rear wheels.

REAR LOWER BODY PROTECTION PANEL

Aluminum tread plate overlays and panels shall be installed the full width of the body, in the area below rear compartment and above the tailboard.

FUEL FILL W/ ACCESS DOOR

One (1) Cast Products aluminum fuel fill with a hinged access door shall be installed in the left hand side wheel well rear of the axle. It shall be labeled "Ultra Low Sulfur Diesel Fuel Only".

DIESEL EXHAUST FLUID FILL

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One (1) Cast Products aluminum diesel exhaust fluid fill with a hinged access door shall be installed in the left hand side wheel well forward of the axle. It shall be labeled "Diesel Exhaust Fluid Only"

REAR TAILBOARD

A rear tailboard shall be provided and installed at the rear of the body. The rear tailboard shall be a minimum of 10.00" deep and constructed of aluminum Grip Strut. The outside edges of the rear tailboard shall be trimmed with bright diamondplate aluminum.

The tailboard shall meet the NFPA 1901/1906 recommended requirements for non-slip surfaces.

The rear tailboard shall be the full width of the body.

EXTERIOR GRAB RAILS

Each grab rail shall be non-slip, 1-1/4" diameter extruded polished aluminum grab rails with rubber inserts designed to provide maximum gripping ability, strength, and durability. The rails shall comply with NFPA 1901.

GRAB RAILS, REAR, VERTICAL

There shall be two (2) grab rails, located at the rear of the body. One (1) shall be located on the left hand side and one (1) shall be located on the right hand side.

12 VOLT ELECTRICAL SYSTEM

The truck shall have a 12-Volt electrical system. All wiring will be run in convoluted high temperature plastic loom. The wiring shall be color-coded, numbered, and function imprinted for permanent identification. All wiring devices shall be rated to carry 125% of the maximum ampere load for which the circuit is protected. All added electrical equipment shall be served by circuits separate and distinct from the chassis circuits. All solenoids, relays, and terminal blocks will be located in an easily accessible area. All circuits provided shall have properly rated low voltage over current protective devices. All electrical will be

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accordance with modern automotive wiring standards. All under side terminal junctions shall be fully enclosed in sealed plastic weather proof boxes.

ELECTRICAL SYSTEM (CHASSIS OEM)

The commercial chassis electrical system shall be furnished and installed by the chassis manufacturer and shall not be altered in any way so as to void or diminish the manufacturer's warranty responsibilities. Body builder wiring interface harnesses shall be specific to the chassis being utilized and the apparatus specifications with all such harnesses, circuits and connections being documented by the body builder and made part of the electrical schematics provided with the completed apparatus.

ELECTROMAGNETIC INTERFERENCE PROTECTION

The apparatus shall incorporate modern electrical system design, installation procedures, grounding techniques and wave generating components to provide the highest level of protection against electromagnetic (EMI) and radio wave frequency (RFI) interferences.

The apparatus shall be designed to operate and correctly function in congested municipal environments as well as industrial or concentrated commercial scenes without adverse effects from either EMI or RFI. Communications equipment installed after the apparatus is delivered shall be immediately tested by the installer for reception and transmission signal quality.

NFPA 1906 CERTIFIED 12 VOLT ELECTRICAL SYSTEM

The 12-volt apparatus body electrical system shall be provided and shall be in compliance with NFPA 1906 testing and certification procedures as follows:

NFPA MINIMUM ELECTRICAL LOAD DEFINITION

The NFPA 1906 defined minimum electrical load shall consist of the total amperage required to simultaneously operate the following in a stationary mode:

1. Propulsion engine and transmission.

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2. The clearance and marker lights.
3. Communication equipment. 5 amp default.
4. Illumination of all walking surfaces, the ground at all egress points, control and instrumentation panels and 50% of total compartment lighting.
5. Minimum warning lights required for "blocking right of way" mode.
6. The current to simultaneously operate and fire pump and all specified electrical devices.
7. Anything defined by the purchaser, in the advertised specifications, to be critical to the mission of the apparatus.

RESERVE CAPACITY TEST

The first electrical test to be performed will be the Reserve Capacity Test. All items listed in NFPA Minimum Load Definition shall be activated with the engine shut off. After 10 minutes of operation, the items 1-7 shall be deactivated. After deactivation, the battery system shall have ample reserve to start the engine.

ALTERNATOR PERFORMANCE TEST AT IDLE

The second electrical test to be performed shall be Alternator Performance Test at Full Load. All electrical loads shall be activated with the engine running up to the governed rpm for two hours. During the test, the system voltage shall not drop below 11.7 volts or have excessive battery discharge for more than 120 seconds. Any loads not defined in the NFPA Minimum Electrical Load may be load managed to pass test.

TEST CONDITIONS

All electrical testing shall be performed with the engine compartment at approximately 200 degrees.

LOW VOLTAGE ALARM

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One (1) Kussmaul 091-85-12 Low Voltage alarm system shall be supplied and installed with a Cole Hersee 4112-RC light/buzzer located in the cab. The system shall detect when the battery voltage drops below 11.8 volts and remains low for 120 seconds.

CHASSIS GROUND LIGHTS

LED ground lights with outward facing angle brackets shall be installed, one (1) under each chassis door.

FRONT OF BODY GROUND LIGHTS

Two (2) LED ground lights with outward facing angle brackets shall be installed under the front of the body. One (1) light shall be located on the left hand side and one (1) light located on the right hand side of the apparatus.

REAR STEP GROUND LIGHTS

Two (2) LED ground lights with outward facing angle brackets shall be installed under the rear step of the apparatus, one (1) each side.

GROUND LIGHT SWITCHING

The cab and body ground lights shall activate by engaging the parking brake.

HAZARD LIGHT

A Whelen model 0SR00FCR flashing red LED light, located in the driving compartment, shall be illuminated automatically whenever any compartment door is ajar.

The hazard light shall be marked with a sign that reads "Do Not Move Apparatus When Light is On".

The warning light shall be interlocked to the parking brake and shall only alert the driver when the parking brake is released. The light shall also be used to signal that other ancillary equipment such as racks light towers etc. are not in their "ready for transport" position.

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LICENSE PLATE LIGHT

A license plate bracket with LED light shall be provided and installed on the rear of the body. It shall be wired to come on with the headlights.

BRAKE, TAIL, TURN LIGHTS

One (1) pair of flush-mount round 4.00" red LED combination brake/ tail/ turn lights shall be provided at the rear of the body, one (1) each side, outboard of the reverse lights. The lights shall be attached with a rubber grommet.

BACK UP LIGHTS

One (1) pair of flush-mount round 4.00" clear LED back up lights shall be provided at the rear of the body, one (1) each side, inboard of the B/T/T lights. The lights shall be attached with a rubber grommet.

MARKER LIGHTS

LED marker lights shall be installed on the vehicle in conformance to the Department of Transportation requirements. The side and rear of the body will be provided with reflectors. All marker lights shall be incorporated into the headlight circuit of the cab/chassis

TRAFFIC ADVISER WARNING LIGHT

One (1) Whelen LED "Traffic Advisor", model TAL85 48.00", rear directional light shall be installed. The light shall be equipped with eight (8) lamps. The directional light shall be activated by a control module. The control module shall be conveniently located near the driver's position.

The traffic advisor shall be surface mounted at the rear of the apparatus body. It shall be located as close to the centerline of the body as possible.

LED TELESCOPIC BOTTOM RAISE FLOODLIGHTS

Two (2) Akron SceneStar LED model ELSS-SLDC telescopic lights shall be installed. The light pole shall be anodized aluminum and have a knurled twist

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lock mechanism to secure the extension pole in position. The extension pole shall rotate 360 degrees. The outer pole shall be a grooved aluminum extrusion and qualify as an NFPA compliant handrail. The pole mounting brackets shall have a 4" offset. Wiring shall extend from the pole bottom with a 4' retractile cord.

The lamphead shall have eight (8) ultra-bright white LEDs. It shall operate at 12 volts DC, draw 13 amps, and generate 14,000 lumens. The lamphead shall direct 50 percent of the light onto the action area while providing 50 percent to illuminate the working area. The light head shall tilt up and down with two heavy duty handles and shall be mounted with a swivel assembly. The lamphead shall incorporate heat-dissipating fins and be no more than 5.6" deep by 4 1/4" high by 14" wide. The lamphead and mounting arm shall be powder coated white. The floodlight shall be for fire service use.

An on/off switch with weatherproof boot shall be provided on the lighthouse.

Location of lights shall be: One (1) on each side of the rear of the body

REAR VISION SYSTEM

One (1) complete backup camera system shall be provided. There shall be (1) camera located at the rear of the apparatus as close to the centerline as possible. The camera shall be capable of viewing the entire area not visible in the side view mirrors. The camera shall have a 7" color display mounted in view of the driver. The system shall include audio transmission from the camera.

The rear vision camera shall be wired to automatically activate when the chassis transmission is placed in reverse.

The monitor for the rear vision system shall be mounted on the dash of the cab in easy view of the driver.

NFPA AUDIBLE AND LIGHTING WARNING PACKAGE

The following warning light package shall include all of the minimum warning light and actuation requirements for the current revision of the NFPA 1901/ 1906. The lighting as specified shall meet the requirements for both "Clearing Right of

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Way" and "Blocking Right of Way" which includes disabling all white warning lights when the apparatus is in "Blocking Right of Way" mode.

WARNING LIGHT FLASH PATTERN

All of the perimeter warning lights shall be set to the default NFPA flash pattern as provided by the warning light manufacturer.

WARNING PACKAGE ACTUATION CONTROLS

The warning light package shall be actuated with two (2) warning light switches located on the cab switch panel. One (1) switch for the lightbar, and one (1) switch for the warning lights.

The wiring for the warning light package shall engage all of the lights required for "Clearing Right of Way" mode when the vehicle parking brake is not engaged. An automatic control system shall be provided to switch the warning lights to the "Blocking Right of Way" mode when the vehicle parking brake is engaged.

LIGHTBAR

One (1) WHELEN model JE2NFPA 56.00" LED lightbar shall be supplied and mounted. The lightbar shall have clear lenses and contain the following modules:

- Four (4) RED LIN6 LED modules, two (2) on each corner.
- Four (4) RED CON3 LED modules, across the front
- Two (2) WHITE CON3 LED modules, on the front

The forward facing white lights shall be automatically disabled for the "Blocking Right of Way" mode.

LIGHT BAR ACTUATION

The light bar shall be controlled by a switch in the cab.

LOWER FRONT WARNING LIGHTS

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One (1) pair of Whelen model 60R02FCR Super LED warning lights shall be installed, one (1) each side on the front of the chassis cab.

The lights shall be red in color with clear lens.

The light(s) shall be supplied and installed with a chrome bezel.

INTERSECTION WARNING LIGHTS

One (1) pair of Whelen model LINZ6 LED warning lights shall be installed, one (1) each side of the chassis cab front fenders.

The lights shall be red in color with clear lens.

There shall be black bezels supplied and installed on the lights.

LOWER MID-BODY WARNING LIGHTS

One (1) pair of Whelen model 60R02FCR Super LED warning lights shall be installed, one (1) each side of the apparatus, mid-body.

The lights shall be red in color with clear lens.

The light(s) shall be supplied and installed with a chrome bezel.

LOWER REAR WARNING LIGHTS

One (1) pair of Whelen model 60R02FCR Super LED warning lights shall be installed, one (1) each side on the lower rear of the apparatus body.

The lights shall be red in color with clear lens.

The light(s) shall be supplied and installed with a chrome bezel.

LOWER WARNING LIGHT ACTIVATION

The lights shall be controlled by a switch in the cab.

ELECTRIC SIREN AND CONTROL

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One (1) Whelen model #295SLSA1 electronic siren shall be mounted in the cab. This unit shall feature an electronic air horn, wail, yelp, hi-lo and shall have a hard wired PA microphone.

ELECTRONIC SIREN SPEAKER

One (1) Whelen model SA315FIP 100 watt speaker shall be provided. The speaker shall have a nylon composite black housing with front loaded, powder coated speaker driver. The speaker shall produce a minimum sound output of 120 dB at 10 feet to meet current NFPA 1901/1906 requirements. The speaker shall be wired to the electric siren located in the cab.

The speaker shall be located on the right hand side of the bumper.

PAINT, STRIPING, AND LETTERING SECTION

BODY PAINT PROCESS

All bright metal fittings, if unavailable in stainless steel shall be heavily chrome plated. Iron fittings shall be copper plated prior to chrome plating.

All seams shall be caulked both inside and along the exterior edges with a urethane automotive sealant to prevent moisture from entering between any body panel.

The body and all parts shall be thoroughly washed with a grease cutting solvent (PPG DX330) prior to any sanding. After the body has been sanded and the weld marks and minor imperfections are filled and sanded, the body shall be washed again with (PPG DX330) to remove any contaminants on the surface.

The first coating to be applied is a pre-treat self etching primer (PPG DX1787) (.5 to 1.0 dry film build) for maximum adhesion to the body material. The next two to four coats (depending on need) shall be an acrylic urethane primer surfacer (PPG K36). The film build shall be 4-6 mils when dry. The primer surfacer coat, after appropriate dry time, shall be sanded with 320-600 grit sandpaper to ensure maximum gloss of the paint. The last step is the application of at least three coats of PPG Delfeet polyurethane two-component color (single stage). The film

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build being 2-3 mils dry. The single stage polyurethane, when mixed F3270 catalyst (PPG F3260) shall provide a UV barrier to prevent fading and chalking.

All products and technicians are certified by PPG every two (2) years.

CHASSIS PAINT

The chassis shall be painted by the OEM Chassis Manufacturer.

IMMERSION PRIMING

Before painting the body shall go through a computer controlled 12 stage electro-cathodic immersion prime paint system.

There shall be a 5-stage pre-treat system to ensure consistent primer adhesion. In this process, the body is treated with phosphate to ensure the primer adheres to the metal.

The body shall then be plunged into a vat of high voltage, electrically charged primer, that shall fuse the paint to the aluminum. This process ensures that all surfaces, even the most hidden, receive a uniform, smooth, consistent layer of protection, NO EXCEPTION TO THIS REQUIREMENT SHALL BE ALLOWED.

PAINT FINISH

The body shall be painted with a PPG Delfleet Evolution Paint System.

As part of the curing process the painted body shall go through a baking process. The painted components shall be baked at 185 degrees for 3 hours to achieve a complete coating cure on the finished product.

After bake and ample cool down time, the coated surface shall be sanded using 3M 1000, 1200, and or 1500 grit sandpaper to remove surface defects. In the final step, the surface shall be buffed with 3M Super-duty compound to add extra shine to coated surface. No more than .5 mil shall be removed in this process.

All products and technicians shall be certified by PPG every two (2) years.

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UNDERCOATING

The entire understructure of the apparatus body shall be undercoated using Monsey 2.7 Low VOC Solvent Base Sound Sealer.

SIDE COMPARTMENT FINISH, ZOLATONE

The apparatus side compartment interiors are to be coated with Zolatone, a polychromatic, modified nitrocellulose coating with a flat background color with accenting fleck colors. The compartments shall be cleaned with a grease remover, and then the surface sanded and prepared for painting. The Zolatone finish is washed and waxed like paint, and is resistant to many solvents and wear.

PAINT COLOR

The apparatus body paint shall be "cross referenced" from the chassis paint, and shall be painted to match the main chassis color as close as possible.

REFLECTIVE STRIPING

Reflective striping shall be applied to the perimeter of the truck. Size and design shall be determined by the department.

CHEVRON STRIPING

At least 50% of the rear of the unit shall be covered with Red and Yellow alternating 6" stripe in an inverted Chevron pattern.

LETTERING

Reflective lettering shall be applied to the cab doors at the direction of the purchaser.

Photos or drawings of the lettering and striping layout shall be provided by the purchaser prior to construction.

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== Tamarac Options

DELIVERY REQUIREMENTS

Delivery of the completed vehicle shall be by Flat bed. (same cost as driven)**price already in quote**

CHASSIS PAINT FINISH (PRICE ALREADY IN QUOTE)

The chassis shall be painted with Sikkens BT650

Frame Rails:

- Color: Black
- Paint Number: N0001EA

Cab Color

- Color: Red
- Paint Number: FLNA 91733/3225
-
-

The Two-Tone location shall be determined by the department before build

TINTED WINDOWS

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FRONT BUMPER

The Front Bumper shall be painted job color.

REAR BUMPER

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The rear bumper shall be painted job color

WHEELS

19.5-Inch x 6.0-Inch Forged Alum Polished Wheels

CAB ACCESS STEPS / RUNNING BOARDS

Cab step/running boards shall be provided for each side of the vehicle. They shall be Black.

CONSOLE

The middle section of the bench seat shall be removed by the apparatus manufacturer and a center console shall be installed. The console shall have 18.00" of mounting space and a 12.00" map box section with two (2) dividers.

It shall be a **Jotto AK-12 425-6159**

SIREN MOUNTING BRACKET

A bracket shall be supplied with the console to mount the specified Whelen 295SLSA1 siren head.

FUSED JUNCTION BOX

There shall be a fused junction box in L2 compartment with 8 circuits

BATTERY CHARGER, BUILT-IN BATTERY SAVER

One (1) Kussmaul Auto Charge #1000 Series Model #091-215-12, 15 amp battery charger and 3 amp Battery Saver shall be installed. The charger shall include a Model #091-199-001 remote digital display.

The Auto Charge 1000 with Parasitic Load Compensation (PLC) is a compact, microprocessor controlled, completely automatic, single channel battery charger designed for vehicles with a single battery system. The PLC charger is designed to withstand the shock and vibration encountered by vehicle mounted equipment.

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The Battery Saver component shall eliminate drain on vehicle's battery system when vehicle is not in use. The system shall automatically disconnect auxiliary vehicle loads from battery when the charger is energized.

Parasitic Load Compensation feature is designed especially to meet the heavy duty requirements of emergency vehicles. Parasitic load compensation allows you to input the total number of parasitic load amps on the vehicle. Then the charger will shift the absorption stage set point so the battery voltage will drop to the float voltage when the desired current is reached. This will lead to a longer battery life and no overcharging or overheating.

The charger shall have the following operational specifications:

- a) 120 volts AC input at 3.5 amps
- b) Battery Charger: 12 volts DC output at 15 amps
- c) Battery Saver: 3 amps 12 volt DC output
- d) 8 Pin Selector Switch on front panel
 - a. Battery Type: Lead-Acid, Gel Cell, AGM or Odyssey
 - b. Float / 3-Step
 - c. Battery Saver ON/OFF
 - d. Parasitic Load Compensation
- e) AC power applied light on front panel
- f) System LED Status Indicator on front panel
- g) Dimensions of: 9.35" high x 5.9" wide x 4.725" deep and weighs 11 lbs.

BATTERY CHARGER DISPLAY

One (1) Kussmaul model 091-199-001 universal single battery bank voltage display shall be supplied with the charger.

120 VOLT SHORELINE CONNECTION - "SUPER" AUTO EJECT

One (1) Kussmaul "Super" Auto Eject model 091-55-20-120, automatic, 120 volt, 20 amp shoreline disconnect shall be provided for the on board, 110 volt battery charging systems.

The Kussmaul auto-eject connection shall be equipped with a Yellow weatherproof cover. model # 091-55YW.

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The disconnect shall be equipped with a NEMA 5-20P male receptacle, which shall automatically eject the shoreline when the vehicle starter is energized. The mating connector shall be included with the auto eject and shall be provided as loose equipment.

SHORELINE POWER INLET PLATE

A shoreline power receptacle information plate shall be permanently affixed at or near the power inlet. The plate shall indicate the following:

- Type of Line Voltage
- Current Rating in Amps Power Inlet Type (DC or AC).

TAMARAC FIRE RESCUE
STEVE STILLWELL
6000 HIATUS RD
TAMARAC, FL 33321
954-597-3800
steve.stillwell@tamarac.org

Fouts Bros.
Junior Ingram
2158 Atlanta Road
Smyrna, GA 30080
1-800-948-5045
770-438-1404
j Ingram@foutsfire.com

Rev. Date: / /

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PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
	S	== Tamarac Options	1	FBFE	0.00	0.00
00-BD-1074	S	Delivery by Flatbed	1	FBFE	0.00	0.00
03-02-2005	S	Chassis Paint-Two Tone, Red over Silver	1	FBFE	0.00	0.00
03-08-6420	S	Tinted Windows	1	FBFE	300.00	300.00
03-08-7315	S	Front Bumper Painted	1	FBFE	350.00	350.00
03-08-7316	S	Rear Bumper Painted	1	FBFE	350.00	350.00
03-09-8725	S	Wheels, 19.5" Polished Alum	1	FBFE	1100.00	1100.00
04-01-4475	S	FORD F450/550 OPTION: Rnning Brds, , Crew Cab	1	FBFE	540.00	540.00
10-12-1165	S	FORD OPTION: Center Console, Jotto EMS Pkg #1	1	FBFE	725.00	725.00
CS-JT-2015	S	> -- Bracket, Siren Mount, Whelen 295SLSA1	1	FBFE	7.00	7.00
CS-HV-0281	S	-- ==== 12V Fused juntion Box	1	FBFE	350.00	350.00
10-56-1015		Battery Cond, Kussmaul, Auto Charge 1000 PLC	1	FBFE	1208.00	1208.00
10-56-1050		-- Batt Cond Display, Standard, 091-199-001	1	FBFE	0.00	0.00
10-56-1063		-- Shore Power Inlet, Kussmaul, Super Auto-Eject 20A	1	FBFE	0.00	0.00
10-56-1101		-- Elec Inlet Color, Yellow, 091-55YW	1	FBFE	0.00	0.00
10-56-1110	<	-- Auto-Eject Mating Plug, NEMA 5-20P	1	FBFE	0.00	0.00
10-56-3805		-- Label, Shoreling Power Inlet Plate	1	FBFE	32.00	32.00
		Total				4,962.00

FISCAL YEAR 2017 VEHICLE / EQUIPMENT BUDGET

Fund	Account	FY 17 Budget
Building Fund	150-3000-581.91-31	\$ 75,000.00
Fire Rescue - Capital Equipment Fund	301-4520-522.64-05	\$ 160,760.00
Capital Equipment Fund - General Government	301-9000-519.64-05	\$ 166,000.00
Stormwater Fund - Capital Equipment	410-5050-538.64-05	\$ 58,000.00
		\$ 459,760.00

TOTAL PROPOSED VEHICLE / EQUIPMENT PURCHASES FOR FY 2017	\$ 459,760.00
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