MEMORANDUM

TO: The Honorable Mayor and City Commission
FROM: Susan Simpson, Cultural and Community Services Director
DATE: 7/19/2012
RE: Ratification of the Purchase of Two Vehicles from Plantation Ford for the Cultural and Community Services Department

RECOMMENDATION:

It is recommended that the City Commission approve the attached resolution to ratify the purchase of two Ford F-150 trucks from Plantation Ford in the amount not to exceed $35,984.36 (Thirty Five Thousand, Nine Hundred Eighty Four Dollars and Thirty Six Cents).

REASONS:

The Cultural and Community Services Department recently acquired the responsibility of maintaining 6 parks located throughout the City. Trucks are necessary for the efficient operation of this Division as employees travel from park to park to perform their duties which include minor repairs, trash removal, cleaning, special event set-up and breakdown, etc.

ADDITIONAL INFORMATION:

This purchase was through the Broward Sheriffs Association Bid 11-19-0907.

FUNDING SOURCE:

As a Ratification, this item was funded through the General Fund Account Number 10.535.5642 Vehicles which a budget amendment has been presented for Commission approval.

ATTACHMENTS:

1. Resolution
2. Proposal
RESOLUTION NO. 2012-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SUNNY ISLES BEACH, FLORIDA, RATIFYING THE PURCHASE OF TWO (2) VEHICLES FROM PLANTATION FORD, FOR USE BY THE CULTURAL AND COMMUNITY SERVICES DEPARTMENT, IN AN AMOUNT NOT TO EXCEED THIRTY-FIVE THOUSAND NINE HUNDRED EIGHTY-FOUR DOLLARS AND THIRTY-SIX CENTS ($35,984.36), ATTACHED HERETO AS EXHIBIT “A”; UTILIZING THE BROWARD SHERIFF’S ASSOCIATION BID #11-19-0907; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Cultural and Community Services Department recently acquired the responsibility of maintaining six (6) parks located throughout the City; and

WHEREAS, the Cultural and Community Services Department found it necessary to purchase two (2) Ford F150 Trucks from Plantation Ford for the efficient operation of this Division as employees travel from park to park to perform their duties; and

WHEREAS, staff deemed that Plantation Ford was the lowest and most responsive bidder for two (2) 2012 Ford F150 4x2 vehicles under the Broward Sheriff’s Association Bid #11-19-0907, in an amount not to exceed Thirty-Five Thousand Nine Hundred Eighty-Four Dollars and Thirty-Six Cents ($35,984.36), attached hereto as Exhibit “A”.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNNY ISLES BEACH, FLORIDA, AS FOLLOWS:

Section 1. Ratifying the Purchase of Vehicles. The City Commission hereby ratifies the purchase of two (2) vehicles from Plantation Ford for the Cultural and Community Services Department, in an amount not to exceed Thirty-Five Thousand Nine Hundred Eighty-Four Dollars and Thirty-Six Cents ($35,984.36), Attached hereto as Exhibit “A”.

Section 2. Authorization of City Manager. The City Manager is hereby authorized to do all things necessary to effectuate this Resolution.

Section 3. Effective Date. This Resolution shall become effective upon adoption.

PASSED AND ADOPTED this 19th day of July 2012.

____________________________
Norman S. Edelcup, Mayor
ATTEST:

_________________________________
Jane A. Hines, CMC, City Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_________________________________
Hans Ottinot, City Attorney

Moved by: _____________________________
Seconded by: _____________________________

Vote:

Mayor Edelcup                (Yes)  (No)
Vice Mayor Thaler            (Yes)  (No)
Commissioner Aelion          (Yes)  (No)
Commissioner Gatto           (Yes)  (No)
Commissioner Scholl          (Yes)  (No)
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<th>QUANTITY</th>
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<td>2.00</td>
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<td>2012 FORD F-150</td>
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Florida Sales Tax Exempt No. 85-8012694687C-4

1. Exempt from local, State, and Federal taxes.
2. C.O.D. or collect shipments will not be accepted.
3. Substitutions will not be accepted without prior approval.
4. Normal receiving hours are Monday – Friday, 8:30 a.m. to 5:00 p.m.
PURCHASE ORDER TERMS AND CONDITIONS

(1) The delivery of the goods and/or services within the time specified is of the essence of this Purchase Order. Buyer shall have the right to cancel any or all item(s) without obligation if delivery is not made on or before the time(s) specified. In the event Seller fails to make timely shipment, Buyer shall have the right to purchase elsewhere and unless the delay was caused by unforeseeable circumstances beyond Seller's control, Seller shall reimburse Buyer for any additional charges incurred.

(2) All purchases are F.O.B. destination, freight prepaid by Seller unless otherwise stated on the Purchase Order. Collect shipments will not be accepted. Calculations for invoice payment will be calculated from the date Buyer receives the invoice. All packages MUST BEAR THE BUYER'S PURCHASE ORDER number on the shipping label.

(3) The risk of loss, injury or destruction, regardless of the cause shall be borne by the Seller until delivery of goods to the specified destination, and inspection and acceptance of the goods by Buyer. Rejected goods will be returned to Seller at Seller's risk and expense. Title of goods shall pass to Buyer upon acceptance.

(4) Seller warrants that the goods, services and/or workmanship furnished and/or delivered pursuant to this Purchase Order shall:
   (a) Conform in all respects to the description and specifications contained in this Purchase Order;
   (b) Be merchantable and fit for the ordinary purposes for which such goods are used or intended to be used;
   (c) Be new and not secondhand, or of good quality and free from defects whether latent or patent in material or workmanship; all material and workmanship is warranted for a minimum of one (1) year from date of acceptance by Buyer unless otherwise stipulated herein;
   (d) Be free from any security interests, liens or encumbrances; Seller warrants that it has good and marketable title to the goods delivered hereunder;
   (e) Comply with the requirements of all applicable federal, state and municipal laws and regulations;
   (f) Not infringe upon or violate any copyrights or patent rights.

No warranty, either express or implied, may be modified, excluded or disclaimed in any way by Seller. All warranties shall remain in full force, notwithstanding acceptance and payment to Buyer.

(5) Seller shall indemnify, defend and hold harmless Buyer for all damages, losses and liabilities arising out of (1) the operations of Seller pursuant to this Purchase Order including but not limited to those caused by or arising out of a defective condition in the goods, whether patent or latent, provided that such defect existed at the time of shipment by Seller; (2) Infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to the Buyer, and/or (3) any negligent act, error or omission by the Seller, its employees, agents, subcontractors or assignees in connection with services performed under this Purchase Order. Seller agrees to pay all damages, costs and attorney's fees incurred in the defense of any such claim.

(6) Buyer, acting through its City Manager or designee, reserves the right to terminate this order in whole or in part for default if (a) Seller fails to perform in accordance with any of the requirements of this order or (b) Seller becomes insolvent or suspends any of its operations if any petition is filed or proceeding commenced by or against Seller under any State or Federal Law relating to bankruptcy, reorganization, receivership or assignment for the benefit of creditors. Any such termination shall be without liability to the Buyer except for completed items delivered or accepted by the Buyer. In the event of default by the Seller, Buyer may procure the articles or services covered by this order from other sources and hold the Seller responsible for any excess costs occasioned thereby, in addition to all other available remedies at law or equity.

(7) Buyer is exempt from Federal and State Taxes.

(8) Seller shall comply with all applicable federal, state and local laws, rules and regulations, including but not limited to the Fair Labor Standards Act and Equal Opportunity Provisions of Executive Orders. Seller must comply with the requirements under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Material Safety Data Sheet (M.S.D.S.)

(9) Failure by Seller to a) deliver or install the goods and/or services in accordance with the Buyer's delivery/installation deadlines, or b) deliver or install the exact quantities of the goods and/or services to the Buyer in accordance with the Buyer's delivery/installation deadlines, shall cause the Seller to pay to the Buyer liquidated damages in the amount of 5% (five percent) of the total purchase price. Seller and Buyer agree that the amounts described as liquidated damages are not penalties but represent a fair and reasonable estimate of the costs that the Buyer will incur by reason of Seller's failure to perform, and are fair and reasonable compensation to the Buyer for its losses. Failure by Buyer to impose liquidated damages will not constitute a waiver of the right to enforce this section nor will it constitute a waiver of any other right of Buyer under the Purchase Order Terms and Conditions, including but not limited to Seller's obligation to Buyer to pay any overdue amounts or perform any services required under the Purchase Order Terms and Conditions.

(10) This Purchase Order shall be governed and construed according to the laws of the State of Florida. All parties to this Purchase Order shall submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this order or the performance of work hereunder. Venue of any action to enforce this order or the performance of work hereunder shall be in Miami Dade County, Florida. If Buyer or Seller shall be required to enforce the terms of this order by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to, costs and reasonable attorney's fees.

(11) This Purchase Order contains the entire understanding of the parties relating to the subject matter hereof, superseding all prior communications. This Purchase Order may not be changed except by written amendment signed by authorized agents of both Buyer and Seller. Seller is expressly prohibited from delegating its duties and obligations or transferring or assigning its rights hereunder without the prior written approval of Buyer.

(12) Any delivery of goods or services referenced in this Purchase Order and/or the Seller's attached quote constitutes acceptance by the Seller of the foregoing terms conditions.

Agenda Item No.10\Date 7/19/2012

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Window Sticker - 2012 F-150

Disclaimer: This window sticker is only representative of the information contained on an actual window sticker, and may not match the actual window sticker on the vehicle itself. Please see your retailer for further information.

Vehicle Description

F-150 2012 F150 4X2 SS R/C
3.7L V6 FFV ENGINE
ELECTRONIC 6-SPD AUTO

Standard Equipment INCLUDED AT NO EXTRA CHARGE

EXTerior
- DOOR HANDLES - BLACK
- LOCKING REMOVABLE TAILGATE
- REAR SOLAR TINTED GLASS
- SPARE TIRE & WHEEL LOCK

INTERIOR
- A/C MANUALLY CLIMATE CONTROL, SINGLE ZONE
- BLACK VINYL FLOOR COVERING
- DAY/NIGHT REARVIEW MIRROR
- TILT STEERING WHEEL

FUNCTIONAL
- 4-WHEEL DISC BRAKES W/ABS
- 12V AUXILIARY POWER POINT
- CARGO BOX TIE DOWN HOOKS
- EASYFUEL CAPLESS FILLER
- FAIL-SAFE COOLING SYSTEM
- FULLY BOXED FRAME
- HILL START ASSIST
- INTERVAL WIPERS
- MAINT. FREE BATTERY
- MANUAL WINDOWS (LOCKS)
- OUTBOARD MNTD REAR SHOCKS
- PAIR RACK AND PINION STEER
- STABILIZER BAR, FRONT
- TRAILER SWAY CONTROL

SAFETY/SECURITY
- ADVANCEDTRAC WITH RSC
- AIRBAGS - FRONT SEAT
- MOUNTED SIDE IMPACT
- AIRBAGS - SAFETY CANOPY
- REAR HIGH MOUNT STOP LAMP
- SECURITY LOCK PASS ANTI THEFT
- S.O.S POST CRASH ALERT SYS
- TIRE PRESSURE MONITOR SYS

WARRANTY
- 3YR/36,000M BUMPER / BUMPER
- 5YR/60,000M POWERTRAIN
- 5YR/60,000M ROADSIDE ASSIST

Price Information

Optional Equipment
2012 MODEL YEAR
OXFORD WHITE
GRAY VINYL 40/20/40
PREFERRED EQUIPMENT PKG 502A
XL SERIES
MANUAL BLACK MIRRORS
AM/FM STEREO/CD/PHONE
3.7L V6 FFV ENGINE

Electronic 6-SPD AUTO
P235/75R17 BSW ALL-TERRAIN
3.25 RATIO REGULAR AXLE
6450# GVWR PACKAGE
SELECT SHIFT TRANSMISSION
20 GALLON FUEL TANK
FRONT LICENSE PLATE BRACKET
TRAILER TOW PACKAGE
375

Base Price $23,300
Total Vehicle & Options $23,676
Destination & Delivery $915
Total MSRP $24,670

Vehicle Engine Information

Actual mileage will vary with options, driving conditions, driving habits and vehicle's condition. Results reported to EPA indicate that the majority of vehicles with these estimates will achieve between 14 and 20 mpg in the city and between 19 and 26 mpg on the highway.

GOVERNMENT PRICING

17,042.18

BUGSHIELD PACKAGE
BEDLINER COST $50
ROOF STROBE YELLOW
TRANSPORT FROM NORTH OF DAYTONA $300

$17,992.18


6/28/2012

Agenda Item No.10M
Date 7/19/2012

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Vehicle Description

F-150 2012 F-150 4X2 SS R/C 3.7L V6 FFV ENGINE ELECTRONIC 6-SPD AUTO

Exterior
OXFORD WHITE

Interior
STEEL GRAY INTERIOR/VINYL 40/20/40

Standard Equipment INCLUDED AT NO EXTRA CHARGE

EXTERIOR
- DOOR HANDLES - BLACK
- LOCKING REMOVABLE TAILGATE
- REAR SOLAR TINTED GLASS
- SPARE TIRE & WHEEL LOCK

INTERIOR
- AIR/WINDOW MANUAL CLIMATE CONTROL, SINGLE ZONE
- BLACK VINYL FLOOR COVERING
- DAY/NIGHT REAR VIEW MIRROR
- TILT STEERING WHEEL

FUNCTIONAL
- 4-WHEEL DISC BRAKES WABS
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- EASYFUEL CAPLESS FILLER
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- HILL START ASSIST
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- MANUAL WINDOWS / LOCKS
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- TIRE PRESSURE MONITOR SYS

WARRANTY
- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST

Price Information

Optional Equipment
2012 MODEL YEAR
OXFORD WHITE
GRAY VINYL 40/20/40
PREFERRED EQUIPMENT PKG.502A .XL SERIES
MANUAL BLACK MIRRORS
AM/FM STEREO/CLK
3.7L V6 FFV ENGINE

Fuel Economy Information

CITY MPG
017

HIGHWAY MPG
023

Estimated Annual Fuel Cost: $ 2,919

Vehicle Engine Information

Actual mileage will vary with options, driving conditions, driving habits and vehicle's condition. Results reported to EPA indicate that the majority of vehicles will achieve between 14 and 25 mpg in the city and between 19 and 28 mpg on the highway.

For Comparison Shopping: all vehicles classified as Standard Pickup have been issued mileage ratings from _ to _ mpg city and _ to _ mpg highway.

GOVERNMENT PRICING
17,042.18

Vehicle Equipment Information

BUGSHEILD PACKAGE COST 650.00
BEDLINER ROOF STROBE YELLOW
TRANSFORT FROM NORTH OF DAYTONA 300.00

17,992.18

Agenda Item No.10M
Date 7/19/2012
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