

Solicitation 12763-232

Provide Generators for the George T. Lohmeyer Wastewater Treatment Facility

Bid Designation: Public



City of Fort Lauderdale

Bid 12763-232

Provide Generators for the George T. Lohmeyer Wastewater Treatment Facility

Bid Number	12763-232
Bid Title	Provide Generators for the George T. Lohmeyer Wastewater Treatment Facility
Bid Start Date	Feb 3, 2023 12:37:09 PM EST
Bid End Date	Feb 17, 2023 2:00:00 PM EST
Question & Answer End Date	Feb 10, 2023 5:00:00 PM EST
Bid Contact	Jim Hemphill Sr. Procurement Specialist Procurement Department 954-828-5143 jhemphill@fortlauderdale.gov
Contract Duration	One Time Purchase
Contract Renewal	1 annual renewal
Prices Good for	120 days
Pre-Bid Conference	Feb 9, 2023 10:00:00 AM EST Attendance is optional Location: 100 N. Andrews Ave. - 5th Floor Conf. Room Fort Lauderdale, FL 33301
Bid Comments	<p>The City of Fort Lauderdale, Florida (City) is seeking bids from qualified, experienced, and licensed firm(s), hereinafter referred to as the Contractor or Bidder, to provide Generators for the George T. Lohmeyer Wastewater Treatment Facility for the City, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).</p> <p>Added on Feb 7, 2023: Addendum 1 has been added to the Documents Page. - A new Line item has been added to the pricing page</p>

Addendum # 1

New Documents **Addendum 1.pdf**

Previous Price Duration **30 days**

New Price Duration **120 days**

Changes were made to the following items:

5 year Preventive Maintenance Proposal

Item Response Form

Item	12763-232--01-01 - NEC Article 701 Legally Required Standby System
Quantity	1 lot

Unit Price

Delivery Location

City of Fort LauderdaleG.T. Lohmeyer WW Treatment Plant

1765 SE 18 STREET

FORT LAUDERDALE FL 33316

Qty 1**Description**

The Manufacturer / Supplier shall furnish and acceptance test a NEC Article 701 Legally Required Standby System complete with four (4) new diesel-fueled standby engine-generator sets, sound attenuated enclosures, and base-mounted diesel fuel tanks, complete with all accessories and appurtenances as specified herein. (Installation shall be performed by others under a separate contract).

Item

12763-232-01-02 - 5 year Preventive Maintenance Proposal

Quantity

1 lot

Unit Price

Delivery Location

City of Fort LauderdaleG.T. Lohmeyer WW Treatment Plant

1765 SE 18 STREET

FORT LAUDERDALE FL 33316

Qty 1**Description**

The engine/generator set Manufacturer/Supplier and/or local Dealer shall provide a 5-year preventive maintenance proposal to the Owner and Engineer for review. The maintenance proposal shall include all maintenance, testing, and minor repairs for the complete generator system including, but not limited to, the engine-generator set, fuel system, generator set controls, batteries and charger, and any other components of the system deemed to be suitable for coverage under this maintenance.

Addendum # 1

Previous Title

New Title

5 year Preventive Maintenance Proposal

Added Item

SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified, experienced, and licensed firm(s), hereinafter referred to as the Contractor or Bidder, to provide Generators for the George T. Lohmeyer Wastewater Treatment Facility for the City, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB) to include a five year maintenance plan.

1.2 Point of Contact

For information concerning procedures for responding to this solicitation, contact Procurement Specialist, James Hemphill, at (954) 828-5143 or email at Jhemphill@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the ITB schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Bidders please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this ITB.

1.3 Pre-bid Conference and/or Site Visit

There will be a pre-bid conference and/or site visit scheduled for this ITB. It is strongly suggested that all Contractors attend the pre-bid conference and/or site visit.

While attendance is not mandatory, tours at other times might not be available. It is the sole responsibility of the Contractor to become familiar with the scope of the City's requirements and systems prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. It is strongly suggested that all Bidders attend the pre-bid meeting and/or site visit.

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she 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 to be based.

It will be the sole responsibility of the Bidder to become familiar with the scope of the City's requirements and systems prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

1.4 BidSync

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting

results and issuing notification of an intended decision. There is no charge to register and download the ITB from BidSync. Bidders are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Bidder's inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of BidSync.

It is the sole responsibility of the Bidder to ensure that their bid is submitted electronically through BidSync at www.bidsync.com no later than the time and date specified in this solicitation. PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA WWW.BIDSYNC.COM.

1.5 Electronic Bid Openings

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request for Proposals, Request for Qualifications, and other solicitations led by the City of Fort Lauderdale will be opened electronically via BIDSYNC.COM at the date and time indicated on the solicitation. All openings will be held on the BIDSYNC.COM platform.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the Question-and-Answer forum on Bidsync.com before the Last Day for Questions indicated in the Solicitation.

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

ITB General Conditions (Form G-107, Rev. 09/20) are included and made a part of this ITB.

2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Procurement Specialist utilizing the question / answer feature provided by BidSync and request modification or clarification of any ambiguity, conflict, discrepancy, omission, or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by BidSync and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to BidSync as a separate addendum to the ITB. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents, and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

2.3 Changes and Alterations

Bidder may change or withdraw a Bid at any time prior to Bid submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Bid deadline.

2.4 Bidder's Costs

The City shall not be liable for any costs incurred by Bidders in responding to this ITB.

2.5 Pricing/Delivery

All pricing should be identified on the Cost page provided in this ITB. No additional costs may be accepted, other than the costs stated on the Cost page. Failure to use the City's Cost page and provide costs as requested in this ITB may deem your bid non-responsive.

Bidder shall quote a firm, fixed price for all services stated in the ITB. All costs including travel shall be included in your cost. The City shall not accept any additional costs including any travel associated with coming to the City of Fort Lauderdale.

All pricing must include delivery and be quoted FOB: Destination.

Delivery is required By June 9, 2025.

2.6 Price Validity

Prices provided in this Invitation to bid (ITB) shall be valid for at least One-Hundred and Twenty (120) days from time of ITB opening unless otherwise extended and agreed upon by the City and Bidder. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

2.7 Invoices/Payment

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail

the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City.

A payment schedule based upon agreed upon deliverables may be developed with the awarded Contractor.

2.8 Related Expenses/Travel Expenses

All costs including travel are to be included in your bid. The City will not accept any additional costs.

2.9 Payment Method

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed. Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

2.10 Mistakes

The Bidder shall examine this ITB carefully. The submission of a bid shall be prima facie evidence that the Bidder has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the Bidder from liability and obligations under the Contract.

2.11 Acceptance of Bids / Minor Irregularities

2.11.1 The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variances to specifications contained in bids which do not make the bid conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a bidder an advantage or benefit not enjoyed by other bidders, does not adversely impact the interests of other firms, or does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue an ITB.

2.11.2 The City reserves the right to disqualify Bidder during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.

2.12 Modification of Services

2.12.1 While this contract is for services provided to the department referenced in this ITB, the City may require similar work for other City departments. Successful Bidder agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Bidder.

2.12.2 The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this ITB, the Successful Bidder shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

2.12.3 The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Bidder agrees to provide such items or services and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Bidder thirty (30) days written notice.

2.12.4 If the Successful Bidder and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Bidder will submit a revised budget to the City for approval prior to proceeding with the work.

2.13 Non-Exclusive Contract

Bidder agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

2.14 Sample Contract Agreement

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website:

<https://www.fortlauderdale.gov/home/showdocument?id=1212>

2.15 Responsiveness

In order to be considered responsive to the solicitation, the firm's bid shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

2.16 Responsibility

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

2.17 Minimum Qualifications

2.17.1 Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

2.17.2 Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

2.18 Lobbying Activities

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://www.fortlauderdale.gov/home/showdocument?id=6036>.

2.19 Local Business Preference

2.19.1 Section 2-186, Code of Ordinances of the City of Fort Lauderdale, provides for a local business preference. In order to be considered for a local business preference, a Bidder must include the Local Business Preference Certification Statement of this ITB, as applicable to the local business preference class claimed at the time of Bid submittal:

2.19.2 Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:

- a. Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and
- b. List of the names of all employees of the Bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

2.19.3 Failure to comply at time of Proposal submittal shall result in the Bidder being found ineligible for the local business preference.

2.19.4 The complete local business preference ordinance may be found on the City's web site at the following link:

https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR

2.19.5 Definitions

- a. The term "Class A business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- b. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- c. The term "Class C business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of Broward County.

- d. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

2.20 Disadvantaged Business Enterprise Preference – N/A

2.21 Protest Procedure

- 2.21.1** Any Bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law, may follow the protest procedure as found in the city's procurement ordinance within five (5) days after a notice of intent to award is posted on the city's web site at the following link.

<https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award>.

- 2.21.2** The complete protest ordinance may be found on the city's web site at the following link: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPR

2.22 Public Entity Crimes

Bidder, by submitting a bid, certifies that neither the Bidder nor any of the Bidder's principals has been placed on the convicted vendor list as defined in Section 287.133, Florida Statutes (2018), as may be amended or revised. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

2.23 Sub-Contractors

- 2.23.1** If the Contractor proposes to use sub-contractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance, and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any sub-contractor candidate in its best interest and to require Contractor to replace sub-contractor with one that meets City approval.

- 2.23.2** Contractor shall ensure that all of Contractor's sub-contractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's sub-contractors' performance, and liable for any of Contractor's sub-contractors' non-performance and all of Contractor's sub-contractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's sub-contractors for payment for work performed for the City.

- 2.23.3** Contractor shall require all of its sub-contractors to provide the required insurance coverage as well as any other coverage that the Contractor may consider necessary, and any

deficiency in the coverage or policy limits of said sub-contractors will be the sole responsibility of the Contractor.

2.24 Bid Security – N/A

2.25 Payment and Performance Bond – N/A

2.26 Insurance Requirements

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, Supplier, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of Supplier. Supplier shall provide the City a certificate of insurance evidencing such coverage. Supplier's insurance coverage shall be primary insurance as respects to the City for all applicable policies. The limits of coverage under each policy maintained by Supplier shall not be interpreted as limiting Supplier's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by Supplier for assessing the extent or determining appropriate types and limits of coverage to protect Supplier against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Supplier under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipality, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of Supplier. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If Supplier does not own vehicles, Supplier shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Inland Marine/Cargo

Coverage shall be purchased for all risks of damage or other loss, including transport, storage, and loading and unloading, to the cargo while in the care, custody, and control of Supplier or Shipper. Coverage form must be Free on Board "FOB" destination with limits equal to the highest possible replacement cost value of cargo in the care, custody, and control of Supplier or Shipper.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

Supplier waives, and Supplier shall ensure that Supplier's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Supplier must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. Supplier shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. Supplier shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Supplier to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of Supplier following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Supplier shall provide the City with an updated Certificate

of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.

- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be included as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on Supplier's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

Supplier has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at Supplier's expense.

If Supplier's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, Supplier may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

Supplier's insurance coverage shall be primary insurance as respects to the City, a Florida municipality, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by Supplier that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, Supplier must provide to the City confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Supplier's insurance policies.

Supplier shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to Supplier's insurance company or companies and the City's Risk Management office as soon as practical.

It is Supplier's responsibility to ensure that any and all of Supplier's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Supplier. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Supplier.

2.27 – N/A

2.28 Insurance for Collection of Credit Card Payments

The successful Contractor will need to provide proof that they maintain insurance coverage in an amount of not less than \$1,000,000 specifically for cyber related crimes relating to the transmission of credit card information over their website that can include but are not limited to criminal activity involving the information technology infrastructure, including illegal access (unauthorized access), illegal interception (by technical means of non-public transmissions of computer data to, from or within a computer system), data interference (unauthorized damaging, deletion, deterioration, alteration or suppression of computer data), systems interference (interfering with the functioning of a computer system by inputting, transmitting, damaging, deleting, deteriorating, altering or suppressing computer data), misuse of devices, forgery (ID theft), and electronic fraud.

2.29 Award of Contract

Contractor must bid on all items. Partial bids will not be considered.

The City also reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City.

A Contract (the "Agreement") may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Bidder(s) that is determined to be in the City's best interests. The City reserves the right to award a contract to more than one Bidder, at the sole and absolute discretion of the in the City.

2.30 Damage to Public or Private Property

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

2.31 Safety

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

2.32 Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

2.32.1 The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

2.32.2 The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

2.32.3 No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

2.32.4 The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

2.33 Canadian Companies

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

2.34 News Releases/Publicity

News releases, publicity releases, or advertisements relating to this contract, or the tasks or projects associated with the project shall not be made without prior City approval.

2.35 Manufacturer/Brand/Model Specific Request

This is a manufacturer/brand/model specification. No substitutions will be allowed.

2.36 Contract Period

Delivery is required By June 9, 2025.

2.37 Liquidated Damages

Upon failure of the Contractor to complete the Work within the time specified for completion, the Contractor shall pay to the City the sum of Two Thousand Dollars (\$2,000.00) for each and every calendar day that the completion of the Work is delayed beyond the time specified in this

Agreement for completion, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor.

2.38 Service Test Period

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

2.39 Contract Coordinator – N/A

2.40 Contractor Performance Reviews and Ratings – N/A

2.41 Substitution of Personnel – N/A

2.42 Ownership of Work

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all of the work or product produced under this contract without payment of any royalties or fees to the Contractor above the agreed hourly rates and related costs.

2.43 Condition of Trade-In Equipment – N/A

2.44 Conditions of Trade-In Shipment and Purchase Payment – N/A

2.45 Verification of Employment Status

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency is required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

E-VERIFY Affirmation Statement must be completed and submitted with Bidder's response to this ITB.

2.46 Service Organization Controls – N/A

2.47 Warranties of Usage

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

2.48 Rules and Submittals of Bids

The signer of the bid must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the bid is made without collusion with any other

person(s), company or parties submitting a bid; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the bid has full authority to bind the principal bidder.

2.49 Bid Tabulations/Intent to Award

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process may be found at: <http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>. Tabulations of receipt of those parties responding to a formal solicitation may be found at: <http://www.fortlauderdale.gov/departments/finance/procurement-services/bid-results>, or any interested party may call the Procurement Services Division at 954-828-5933.

2.50 Public Records

All bids will become the property of the City. The Bidder's response to the ITB is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters, or other material submitted in connection with this ITB and any resulting Contract to be executed for this ITB, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Bidder's response to the ITB purporting to require confidentiality of any portion of the Bidder's response to the ITB, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Bidder submits any documents or other information to the City which the Bidder claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Bidder shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Bidder must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Bidder's response to the ITB constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

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 PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City 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 Chapter 119, Florida Statutes (2017), as may be amended or revised, or as otherwise provided by law.

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 this contract if the Contractor does not transfer the records to the City.
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 this 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 this 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 technology systems of the City.

2.51 PCI (Payment Card Industry) Compliance

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of protected information.

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale, failure to produce documentation could result in termination of the contract.

END OF SECTION

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

ENGINE GENERATORS

PART 1 – GENERAL

1.01 THE REQUIREMENT

- A. The Manufacturer/Supplier shall furnish and acceptance test a NEC Article 701 Legally Required Standby System complete with four (4) new diesel-fueled standby engine-generator sets, sound attenuated enclosures, and base-mounted diesel fuel tanks, complete with all accessories and appurtenances as specified herein. Installation shall be performed by others under a separate contract.
- B. It is the intent under this Contract to require engine-generator systems complete in every detail whether or not indicated or specified. Consequently, the Manufacturer/Supplier is responsible for all details, devices, accessories, and special manufacture necessary to properly install, adjust, test, and place in successful and continuous operation the engine-generator sets.
- C. Use materials which are new, unused, and as specified. If not specifically indicated, use the best and most suitable materials of their kinds for the purpose intended, and for the design and expected conditions of service, subject to the approval of the Engineer.
- D. Provide workmanship that is first class in every respect. Employ workers thoroughly experienced in such work. A neat and workmanlike appearance in the finished work shall be required.
- E. Unless otherwise indicated, the materials to be provided under this Specification shall be the products of manufacturers regularly engaged in the production of all such items and shall be the manufacturer's latest design. The products shall conform to the applicable standards.
- F. The engine generator sets shall fully comply with all current Environmental Protection Agency (EPA) emission regulations including, but not limited to, the New Source Performance Standards (NSPS) for stationary and non-road generator sets. The engine generator set(s) must meet the EPA new source performance requirements required at the time the engine generator set(s) submittal is approved by the Engineer. Engines manufactured prior to the submittal approval date that do not meet the current regulated emissions levels are not acceptable.
- G. Materials and equipment shall be delivered to the job site FOB, factory tested and ready for installation. The Manufacturer/Supplier shall be required to store and maintain all four (4) generators and appurtenances until the Owner is ready to accept delivery by June, 9, 2025. The Manufacturer/Supplier shall provide full insurance coverage for all equipment and appurtenances until its arrival at the job site.

H. Each of the four (4) standby engine-generator systems shall include, but not necessarily be limited to, the following basic components:

1. Engine
2. Engine governor
3. Generator
4. Generator set control panel (to be interfaced with remote generator paralleling switchgear)
5. Generator automatic voltage regulator
6. Generator mounted main AC circuit breaker
7. Engine-mounted radiator closed loop cooling system
8. Generator outdoor weather protective enclosure - FBC / HVHZ
9. Generator set diesel fuel oil sub-base tank, above ground – UL-142
10. Exhaust system with specified hospital attenuation grade silencer
11. Generator starting/control battery and automatic battery charger.
12. Generator set steel spring vibration isolators (use of pads or linear mount type isolators only in lieu of spring isolators shall not be acceptable)
13. Generator remote annunciation signals and equipment.
14. Engine-generator set accessories
15. Generator neutral grounding resistor.

1.02 CODES AND STANDARDS

A. The packaged engine-generator system shall comply with the following Codes and Standards as a minimum:

1. NEMA MG1 – Motors and Generators.
2. NEMA MG2 – Safety Standard for Construction and Guide for Selection, Installation and Use of Motors and Generators.
3. ISO STD 8528 – Reciprocating Internal Combustion Engines.
4. ISO STD 3046 – Performance Standard for Reciprocating Internal Combustion Engines.
5. NFPA 30 – Flammable and Combustible Liquids Code.
6. NFPA 37 – Standard for Installation and use of Stationary Combustible Engine and Gas Turbines.
7. NFPA 70 – National Electrical Code.

8. NFPA 70E – Standard for Electrical Safety in the Workplace.
9. NFPA 110 – Standard for Emergency and Standby Power Systems.
10. UL 508 – Industrial Control Equipment.
11. EGSA – Electrical Generating Systems Association.
12. ANSI C57 – Dry-Type Transformers.
13. UL 1236 – Standard for Battery Chargers for Charging Engine Starter Batteries.

1.03 SUBMITTALS

- A. The Manufacturer/Supplier shall submit the following:
 1. Shop Drawings
 2. Spare Parts List
 3. Reports of Certified Shop and Field Tests
 4. Operation and Maintenance Manuals
 5. Manufacturer's Field Start-up Report
 6. Manufacturer's Representative's Installation Certification
 7. Warranty Certificates
- B. Each submittal shall be identified by the applicable Specification Section.

1.04 SHOP DRAWINGS

- A. Each submittal shall be complete in all respects, incorporating all information and data listed herein and all additional information required for evaluation of the proposed equipment's compliance with the Contract Documents.
- B. Partial, incomplete or illegible submittals will be returned to the Manufacturer/Supplier without review for resubmittal.
- C. Shop drawings for each engine-generator set shall include but not be limited to:
 1. A Compliance, Deviations, and Exceptions (CD&E) letter. If the shop drawings are submitted without this CD&E letter, the submittal will be rejected. The letter shall include all comments, deviations and exceptions taken to the Specifications by the equipment manufacturer/supplier. This letter shall include a copy of this Specification Section. In the left margin beside each and every paragraph/item, a letter "C", "D", or "E" shall be typed or written in. The letter "C" shall be for full compliance with the requirement. The letter

“D” shall be for a deviation from the requirement. The letter “E” shall be for taking exception to a requirement. Any requirements with the letter “D” or “E” beside them shall be provided with a full typewritten explanation of the deviation/exception. Handwritten explanation of the deviations/exceptions is not acceptable. The CD&E letter shall also address deviations, and exceptions taken to each Drawing related to this Specification Section.

2. Manufacturers printed specification sheets showing critical engine and generator set specifications including the following:
 - a. Dimensions, and weights
 - b. Guaranteed fuel consumption at 25%, 50%, 75% and 100% of full rated load
 - c. Engine bhp available
 - d. Brake Mean Effective Pressure (BMEP)
 - e. Engine jacket water heat rejection
 - f. Exhaust flow rate and temperature at 100% of rated load
 - g. Ventilation and combustion air requirements
 - h. Exhaust backpressure limitation
 - i. Liquid refill capacities
 - j. Voltage regulation characteristics
 - k. Guaranteed noise levels
3. Alternator technical electrical data, including, but not limited to:
 - a. Alternator efficiency at 50%, 75%, and 100% load
 - b. Telephone Interference Factor (TIF)
 - c. Harmonic waveform distortion
 - d. Type of winding insulation and generator temperature rise
 - e. Per unit subtransient impedance X'' and X/R ratios for positive, negative, and zero sequences
 - f. Transient reactance (X_d')
 - g. Synchronous reactance (X_d)

- h. Sub transient time constant (T_d'')
 - i. Transient time constant (T_d)
 - j. DC time constant (T_{dc})
 - k. Decrement curve
- 4. Manufacturer's printed warranty statement of the engine and generator set showing single source responsibility by the engine manufacturer.
 - 5. Generator control panel equipment and features. Include a written explanation of the auto start/stop logic and operation.
 - 6. Engine-generator set and accessory product data sheets including, but not limited to, the following:
 - a. Alternator strip heater
 - b. Radiator
 - c. Seismically rated vibration isolators
 - d. Flexible exhaust coupling
 - e. Exhaust silencer, mounting bracket, and roof thimble
 - f. Batteries
 - g. Battery charger
 - h. Engine manufacturer's shutdown contactors
 - i. Jacket coolant heater
 - j. Fuel cooler
 - k. Fuel pump(s)
 - 7. Standard dealer preventative maintenance contract for review and possible adoption under a separate contract. Dealer must have existing contracts and personnel and contractual detailed performance information available.
 - 8. Normal operating ranges for systems temperature, pressure, and speed.
 - 9. Manufacturer's part number for the engine and generator operation guide, parts book, service manual, warranty policy, and installation guide.
 - 10. Location of other similar units showing compliance with the experience

requirements specified herein.

11. Phone numbers of twenty-four (24) hour products support contacts and locations.
 12. Drawing showing right hand, left hand, and top views of proposed assembly; battery rack, isolators, exhaust silencer, conduit stub up locations, and flexible fittings; wiring schematics, interconnection diagrams (point to point), and written description of engine generator controls and alarm circuits.
 13. Control panel layout drawings and wiring diagrams.
 14. EPA Certificate of Conformity for Exhaust Emissions
- D. The shop drawing information shall be complete and organized in such a way that the Engineer can determine if the requirements of these Specifications are being met. Copies of technical bulletins, technical data sheets from "soft-cover" catalogs, and similar information which is "highlighted" or somehow identifies the specific equipment items the Manufacturer/Supplier intends to provide are acceptable and shall be submitted.

1.05 REPORTS OF CERTIFIED SHOP AND FIELD TESTS

- A. Submit two (2) certified copies of all test reports. This includes all shop tests and field tests. Certified shop test reports for prototype engine-generator sets are unacceptable. The manufacturer's serial number for the actual engine-generator set furnished for this project shall appear on all test reports.

1.06 OPERATION AND MAINTENANCE MANUALS

- A. The Manufacturer/Supplier shall submit operation and maintenance manuals in accordance with the procedures and requirements set forth in the General Conditions and Division 01. The manuals shall include:
1. Instruction books and/or leaflets.
 2. Recommended spare parts list.
 3. Final as-built manufacturing drawings included in the shop drawings incorporating all changes made in the manufacturing process.
- B. Manuals shall contain complete information in connection with assembly, operation, lubrication, adjustment, wiring diagrams and schematics, maintenance, and repair, including detailed parts lists with drawings or photographs identifying the parts. Manuals shall contain all information submitted as part of the shop drawing review process.

1.07 SPARE PARTS

- A. Routine maintenance and adjustments shall be performed without the use of special tools or instruments. All spare parts as recommended by the equipment manufacturer shall be

furnished to the Owner by the Manufacturer/Supplier

- B. As a minimum, the Manufacturer/Supplier shall furnish the following spare parts for each engine-generator set:
1. One (1) set of fuel oil particulate filters
 2. One (1) set of air filters
 3. One (1) set of lubrication oil filters
 4. One (1) set of fuel/water separator filters
 5. One (1) set of coolant filters
- C. The spare parts shall be packed in containers suitable for long term storage, bearing labels clearly designating the contents and the pieces of equipment for which they are intended.
- D. Spare parts shall be delivered at the same time as the equipment to which they pertain. The Manufacturer/Supplier shall properly store and safeguard such spare parts until completion of the work, at which time they shall be delivered to the Owner.
- E. Spare parts list, included with the shop drawing submittal, shall indicate specific sizes, quantities, and part numbers of the items to be furnished. Terms such as "1 lot of packing material" are not acceptable.
- F. Parts shall be completely identified with a numerical system to facilitate parts inventory control and stocking. Each part shall be properly identified by a separate number. Those parts which are identical for more than one size, shall have the same parts number.

1.08 IDENTIFICATION

- A. Each engine-generator set shall be identified with a unique identification name/number. A nameplate shall be securely affixed in a conspicuous place on the generator main circuit breaker or output termination box enclosure.

1.09 WARRANTY TERMS

- A. The Limited Warranty Period for a Warrantable Defect in the Product shall be sixty (60) months after the first commissioning of the Product. In all cases, the Limited Warranty period will expire not later than seventy-two (72) months from the date of shipment from the factory or after 3,000 operation hours, whichever occurs first. The Major Component Coverage Period for a Warrantable Defect in the (i) cylinder block, camshaft, crankshaft, connecting rods, and flywheel of the engine, (ii) alternator (main rotor), main stator, and drive disk of the generator end (collectively the "Major Components") shall be one hundred twenty (120) months after the first commissioning of the Product. In all cases, the Major Component Coverage period will expire not later than one hundred thirty-two (132) months from the date of shipment from the factory or after 3,000 operation hours, whichever occurs first. The warranty shall include repair

labor, travel expense necessary for repairs at the jobsite, and expendables (lubricating oil, filters, coolant, and other service items made unusable by the defect) used during the course of repair. Submittals received without written warranties as specified shall be rejected in their entirety.

- B. Provided warranty shall cover all equipment included in the scope of supply. This warranty shall include, but is not limited to, the following:
 - 1. Engine-generator set and respective auxiliary equipment.
- C. Batteries shall be provided with two (2) year full replacement guarantee, and a 48-month pro-rated replacement schedule thereafter.

1.10 OIL SAMPLING KIT

- A. The generator set Manufacturer/Supplier shall provide an oil sampling analysis kit which operating personnel shall utilize for scheduled oil sampling. All equipment needed to take oil samples shall be provided in a kit and shall include the following:
 - 1. Sample extraction gun
 - 2. Ten (10) Bottles
 - 3. Ten (10) Postage-paid mailers
 - 4. Written instructions.
- B. An additional oil sampling kit shall be made available to the Owner to continue the sampling when the above specified kit has been depleted. All kits in addition to that specified above shall be at an additional cost to the Owner (if the Owner desires to continue the sampling service).

1.11 PREVENTIVE MAINTENANCE PROPOSAL

- A. The engine/generator set Manufacturer/Supplier and/or local Dealer shall provide a 5-year preventive maintenance proposal to the Owner and Engineer for review. The maintenance proposal shall include all maintenance, testing, and minor repairs for the complete generator system inducing, but not limited to, the engine-generator set, fuel system, generator set controls, batteries and charger, and any other components of the system deemed to be suitable for coverage under this maintenance.

PART 2 – PRODUCTS

2.01 MANUFACTURERS

- A. The equipment covered by this Specification is intended to be standard equipment of proven performance as manufactured by reputable concerns. Equipment shall be designed, constructed, and installed in accordance with the best practices of the trade, and shall operate

satisfactorily when installed.

- B. Consideration will be given only to the equipment of those manufacturers who have furnished comparable size diesel engine-generator sets for at least two (2) similar installations that have been in regular successful operation for not less than five (5) years.
- C. Approved Engine Manufacturers/System Suppliers:
 - 1. MTU/Rolls-Royce by Florida Detroit Diesel Allison (954-868-0642)
 - 2. Caterpillar by Pantropic Power Products, Inc.
 - 3. Cummins by Cummins Power

2.02 GENERAL DESCRIPTION

- A. The generator set ratings shall be 3,000 kW @ 0.8 p.f., 2,400/4,160V, 3 phase, four wire, wye connected. Output capacity shall be maintained up to 100 feet elevation and at ambient temperatures between 40 and 113 degrees F and 90% maximum humidity. It shall have the capability to operate at its rating for the duration of any power outage with all accessories including engine running devices, silencer and other exhaust system components, radiator, cooling fans, fuel system components, and all appurtenances complete as it would be installed in the field. The Manufacturer/Supplier shall note and take appropriate action regarding the intended operation of the engine-generator sets while connected to motor driven loads controlled by variable frequency drives (VFDs).
- B. Supplier: All standby electrical generating system equipment shall be provided and tested by a single local supplier who is an authorized representative of the generator set engine manufacturer in South Florida. This representative shall maintain parts and service facilities, including factory trained mechanics and 24 hour service availability, for the unit supplied within 100 miles of the project site.

2.03 ENGINE

- A. The engine shall be diesel, 4-cycle, radiator cooled via an engine shaft driven fan, and shall be turbocharged having an operating speed of 1,800 RPM. Engine shall operate on ASTM D-975 Grade No. 2D S15 ultra-low sulfur diesel fuel. Engines requiring any other fuel type are not acceptable.
- B. The engine shall be certified to comply with the EPA Tier 2 emissions requirements.
- C. The engine will not be acceptable if the design is a conversion of a naturally aspirated engine to which a turbo-blower has been attached, unless the engine is certified by the manufacturer as having been analyzed and redesigned with ample provisions for increased stresses and bearing or heat loads due to increased pressures and rate of heat liberation.
- D. Mean effective pressure (fuel stop power ISO 3046) shall not exceed 24.4 bar. Brake Horsepower (BHP), and Engine-Generator efficiency shall conform with ASME, IEEE and NEMA standards that electrical energy delivered by the machine is within the minimum certified guaranteed fuel oil consumption rate and evidence that these parameters have

been met shall be furnished.

- E. Load Factor: 85-percent load factor according to ISO 8528-1. If rated load factor is below 85 percent, supplier must provide updated documents for performance modified to 85 percent load factor in regard to time before overhaul (TBO) and the respective maintenance schedule
- F. Only engine manufacturers' standard ratings shall be acceptable. No dealer special ratings will be acceptable.
- G. The specified standby kW rating shall be for continuous electrical service during interruption of the normal utility source, per NEMA standards.
- H. Engine speeds shall be governed by an electronic isochronous governor that will sense generator speed and provide accurate load transient correction capability at less than 0.25 percent regulation, from no load to full load generator output.

2.04 ALTERNATOR

- A. The alternator shall conform to NEMA and IEEE standards.. The alternator shall be brushless, salient pole, 2/3 pole pitch and synchronous for operation at 4,160 kVAC, wye connected.
- B. Laminations and windings shall be designed for minimum reactance, low voltage waveform distortion and maximum efficiency.
- C. The main stator coils shall be form wound. Insulation shall be Class H with a temperature rise of no more than 80 degrees C according to NEMA standards. The insulation system shall be made of epoxies and polyesters which are inorganic compounds and shall prevent fungus growth.
- D. The rotor shall be dynamically balanced and include amortisseur windings to minimize voltage deviations and heating effects under unbalanced load conditions.
- E. Radio interference suppression (both directions) shall be provided in accordance with NEMA and IEEE Standards.
- F. The alternator shall have a brushless, permanent magnet generator (PMG) excitation support system to provide input to the automatic voltage regulator to enable the alternator to support 300% of rated current for 10 seconds to allow fault clearing.
- G. Generator subtransient reactance shall not exceed 12.5 percent
- H. Waveform deviation shall not exceed 5% from true sine wave. The transient response from no load to full load in one step of the engine-generator set shall not exceed a voltage dip of 20%, a frequency dip of 10%, and shall recover to complete steady state performance within 2.5 seconds for both voltage and frequency. Transient performance shall be in accordance with ISO 8528.

- I. The Telephone Influence Factor (TIF) shall be less than 50.
- J. The voltage regulator shall be an adjustable, solid-state, three-phase RMS sensing, volts/hertz type. Voltage regulation shall be a minimum of $\pm 0.25\%$ from no load to continuous rating. The voltage regulator shall provide $\pm 10\%$ voltage adjustment. The digital excitation controller will have an input capable of accepting a 1 Aac or 5 Aac current transformer used to measure the reactive current and allow the generator to be paralleled to another source using droop control. The droop setting will be user adjustable from at least zero to 10%. The digital excitation controller will have a separate 1 Aac or 5 Aac current transformer input dedicated for operation in reactive differential operation. In this mode of operation, all metering and protection must be present. The digital excitation controller will have the ability to communicate with similar controllers on other generators within the power system over an Ethernet network. The communications will allow the controllers to equally share the reactive load of the system. The digital excitation control system will have the ability to capture and save an oscillographic record of up to six parameters. The digital excitation controller will have the following integrated protective features:
 - 1. Loss of sensing
 - 2. Generator over voltage
 - 3. Generator under voltage
 - 4. Generator over frequency
 - 5. Generator under frequency
 - 6. Generator reverse power
 - 7. Generator reverse var
 - 8. Exciter field overvoltage
 - 9. Exciter field overcurrent
 - 10. Loss of PMG
 - 11. Exciter diode open detection
 - 12. Exciter diode short detection
 - 13. User programmable protection
- K. An alternator mounted strip heater shall be included as part of the system. The strip heater shall be energized to prevent condensation when the engine generator set is not running.
- L. All six of the stator windings shall be brought out to three (3) current transformers for differential protection.. Stator differential current transformers shall be provided with mounting hardware inside the alternator termination enclosure. A zero sequence current transformer for the impedance ground shall also be provided inside the alternator termination enclosure. Differential and zero sequence current transformers shall be the same manufacturer and model as those provided in the associated switchgear.
- M. One hundred (100) ohm platinum RTD's shall be embedded in the stator windings (2 per phase). The RTD leads shall be wired to the genset controller to be programmed for pre-alarm and also made available on the modbus data communication.
- N. Generator main circuit breaker 600A-3P, wired and mounted inside the genset enclosure. The breaker shall be an EATON VCP-TR fixed mounted medium voltage vacuum breaker. Dimensions of breaker cabinet shall be no greater than 83"H x 32"W x 66"D. The breaker cabinet

shall include a set of surge suppressors and a 3-phase surge capacitor, all pre-wired. The circuit breaker shall include provisions for shunt trip. Provide auxiliary contacts for trip status reporting (common w/engine shutdown). Tripping of the generator circuit breaker while under load shall initiate engine shutdown. Additionally, the cabinet shall include a Schweitzer SEL-700G generator protection relay and the required CTs and PTs, all pre-wired.

2.05 CONTROLS

- A. Engine generator monitoring and controls shall be mounted in a single NEMA 1 (gasketed) dust-tight enclosure. A suitable accessible terminal strip having all wires properly identified shall be furnished within the enclosure.
- B. The control panel shall accept a dry contact input for engine starting from remote locations. The starting and stopping of the engine-generator set shall be initiated through the control panel only. When the engine starts, starting control shall automatically disconnect cranking controls. Three (3) cranking cycles of 15 seconds "ON", 15 seconds "OFF" shall be provided. The starting controls shall prevent re-cranking for a definite time after source voltage has been reduced to a low value, or the three (3) cranking cycles have been reached without a successful start.
- C. Speed sensing shall be provided to protect against accidental starter engagement with a moving flywheel. Battery charging alternation output voltage is not acceptable for this purpose.
- D. Engine generator monitoring and control shall be provided using a microprocessor- based control panel complete with an LCD display. The devices necessary for automatic starting shall be on the engine and in the engine control panel. The following shall be provided on the front of the control panel; the use of the LCD display and keypad to accomplish the same function is acceptable:
 - 1. Engine control mode switch (Run-Off-Auto)
 - 2. Large, red emergency stop pushbutton
 - 3. Generator voltage adjust potentiometer
 - 4. Generator frequency adjust potentiometer
- E. The following parameters (minimum) shall be shown on the LCD display or otherwise be indicated at the control panel:
 - 1. Engine oil pressure
 - 2. Coolant temperature
 - 3. Generator output voltage
 - 4. Generator output current

5. Generator elapsed run time
 6. Generator output frequency
 7. Engine run
 8. Engine fail
 9. Low coolant temperature
 10. Pre-high engine temperature
 11. Pre-low fuel level
 12. Engine speed (RPM)
- F. The following events (minimum) shall cause an immediate shutdown of the engine- generator set if it is operating or prevent starting if it is not operating. The specific event that causes the shutdown/prevents starting shall be shown on the LCD display or otherwise be indicated at the control panel. A reset shall be required to clear the fault and allow the unit to operate:
1. Engine coolant high temperature
 2. Engine low oil pressure
 3. Engine low oil level
 4. Low fuel level
 5. Engine overspeed
 6. Engine overcrank
 7. Engine tried to start but failed
 8. Low coolant level
- G. The generator control panel shall have a communication port capable of transmitting all available engine-generator set data via ModBus RTU protocol. The port shall be utilized for communication with the Master Generator Switchgear PLC (PLC-GEN).
- H. The generator control panel shall have Form C dry contacts rated 5A (minimum) at 120VAC/24VDC for the following signals:
1. Engine coolant high temperature
 2. Engine low oil pressure
 3. Pre-low fuel level

4. Low fuel level
5. Engine overspeed
6. Engine overcrank
7. Engine tried to start but failed
8. Low coolant level
9. Engine fail
10. Engine run

2.06 ENGINE ACCESSORIES

- A. Furnish and install the engine with all accessory equipment and appurtenances which are required for proper operation, including the following:
 1. Replaceable dry element air cleaner with restriction indicator
 2. Heavy duty lubricating oil filter, bypass type, with replaceable absorbent-type elements
 3. Lubricating oil cooler, water cooled
 4. Heavy duty fuel oil filter, spin-on, with non-replaceable absorbent-type elements
 5. Fuel/Water Separator: Triple filters with manual switchable valves shall allow for filter change while engine is running. Filter assemblies are designed of heavy duty construction and use 10 Micron filter element(s). High capacity water separation (95% water removal efficiency in accordance with ISO CD 16332) and fuel filtration process protects engine components from dirt, rust, algae, asphaltines, varnishes, and especially water, which is prevalent in engine fuels. These filters are easy to service with clear collection bowl(s) and manual water drain(s). Filters shall have a water in bowl sensor and system shall include fuel pressure differential switch.
 6. Radiator mounted fuel cooler to cool recirculated fuel before it is re-deposited into the fuel tank as recommended by the manufacturer. Fuel cooler shall include bypass valve and wire-braided reinforced hose.
 7. Engine oil pre-lube pump. A 24V pump is mounted to the engine and provides lubrication to the engine during generator set start. It is designed to reduce engine wear and extend engine life by improving oil flow to critical components. Duty cycle of five minutes ON and 30 minutes OFF
 8. Engine shall include an exhaust thermocouple wired to the genset controller to be programmed for pre-alarm and also made available on the modbus data communication

2.07 MOUNTING

- A. Couple the engine and generator together through a flexible, non-backlash type, all metal coupling which overcomes all normal misalignment stresses and transmits full engine torque with ample safety factor. Also provide flexible connections for piping connections.
- B. Seismic spring vibration isolators quantity as recommended by the generator set manufacturer shall be provided underneath the engine-generator set rails.

2.08 COOLING SYSTEM

- A. Provide a radiator manufactured of a non-corrosive material mounted on the engine. The radiator core shall be coated with a corrosion resistant coating. Corrosion resistant coating shall be a corrosion resistant baked phenolic coating or similar.
- B. Connect the radiator to the engine internal cooling system with flexible piping. Furnish appropriately sized coolant expansion tank for the cooling system.
- C. The engine shall be cooled through a radiator sized to continuously maintain safe operation at full load and at 113°F outside ambient air with 50% ethylene glycol coolant. An engine shaft driven blower type fan shall be furnished. The fan and all rotating members shall be guarded and meet OSHA standards. Proof of 113°F ambient temperature capability shall be required.
- D. Coolant
 - 1. After the cooling system is flushed and cleaned, provide an initial fill of coolant consisting of 50% ethylene glycol. An anti-corrosion treatment shall be added during the initial fill.
 - 2. The coolant shall meet the requirements of the generator manufacturer including corrosion inhibitors provided in the coolant to protect the engine cooling system.
- E. The engine shall be equipped with coolant heaters. Heaters shall be in accordance with the following:
 - 1. Unit mounted thermal circulation type coolant heater with coolant recirculation pump shall be furnished to maintain engine jacket coolant temperature as recommended by manufacturer in an ambient temperature down to 20°F. The heater shall be 480 VAC, 60 hertz, 3-phase, 9 kW, thermostatically controlled.
 - 2. The heater shall be of sufficient capacity to keep the coolant at a suitable temperature for trouble-free starting.
 - 3. Each heater shall be provided with a suitable contactor to automatically disconnect the heater when the engine is started.

2.09 ENGINE STARTING AND CHARGING SYSTEM

- A. Dual engine starters: Engine shall consist of two starters that are used to start the unit. Crank cycle shall be 3 x 15C x 15R (15 seconds crank/15 seconds rest)
- B. Engine starting batteries shall be sealed, lead-acid type, rated 12 volts, wired for 24V starting. Starting batteries shall have adequate capacity for rolling the engine for five (5), ten (10) second cycles without starting, and then operating the control devices in the local generator controls for two (2) hours. The batteries shall be mounted on a suitable non-corrosive rack. Batteries shall have battery cables with lugs and shall be provided with lugs for connection to the battery charger.
- C. Battery charger shall be a U.L. 1236 listed, automatic, solid-state battery charger, 20 A (min.) current limited, □2% voltage regulation, □10% line voltage variation, automatic float equalizing system, DC voltmeter, and DC ammeter. Provide a Form C unpowered (dry) contact to indicate a low battery alarm condition.
- D. In addition, the engine shall be provided with an engine battery charging alternator that automatically charges the starting batteries during engine operation.

2.10 EXHAUST SILENCER

- A. Furnish and install an exhaust silencer for each engine generator set. Silencers shall be mounted inside the weather-protective enclosure.
- B. Furnish silencers with all mounting provisions and hardware, including a stainless steel round strap/bracket, necessary for the application.
- C. Silencers shall be of hospital type and sized to produce a high degree of silencing. Reference additional sound attenuation requirements specified herein.
- D. Silencers shall be made of carbon steel construction.
- E. Connect the silencer/piping to the engine exhaust manifold with a high corrosion and temperature resistant stainless steel flexible convoluted exhaust pipe/splitter. Use flange-type connections. Provide a taper-cut tail pipe complete with rain cap to exhaust the gases to the atmosphere. The silencer system shall be designed, furnished, and installed to prevent moisture and condensation from corroding the silencer. All exterior components of the exhaust system shall be made of 316 stainless steel.
- F. The exhaust piping and expansion fittings, including collector box, shall be completely covered with a removable insulation blanket in order to protect operating personnel and to reduce noise. The insulation blankets shall be tailored and custom fabricated to fit the contours of the manifolds. Average weight of the insulating blanket shall be 1.5 psf. Insulation shall conform to MIL-1-16411D, Type II and shall be custom fabricated to fit the contours of the components.

2.11 WIRING

- A. Furnish and install skid mounted accessory wiring on the engine-generator set. All onboard wiring between the generator and engine-generator control panel, the on-board power source, and all accessories shall be provided.

2.12 BASE MOUNTED FUEL TANK

- A. The generator set shall be supplied with a U.L.-142 listed base mounted fuel tank size of usable gallons to operate the engine-generator set at full load for a minimum of 72 hours (19,000 gallon maximum total capacity). The tank shall be fabricated from steel with a leak detector system and in compliance with all FDEP requirements. The fuel tank shall have secondary containment.
- B. A level device shall also be furnished and installed to provide a local (generator control panel) and remote indication of pre-low fuel tank level and low fuel tank level. The pre- low fuel tank level shall activate a set of dry contacts for remote alarm indication. The low fuel tank level alarm shall shut down the engine to prevent the fuel level from dropping below the fuel pickup piping in the fuel tank. The pre-low fuel level alarm shall activate when only 6 hours of fuel for full load operation remains in the fuel tank. The remote low fuel tank level alarm shall be wired separate from the "Generator System Failure" alarm.
- C. The tank shall be supplied with all necessary fuel supply, return, vent, and fill fittings and a fuel level gauge. The lockable fill port and level gauge shall be easily accessible from outside the enclosure. Provide a valve that automatically closes the fuel fill inlet when the tank level reaches 95% of its capacity. The vent line shall be piped to the outside and be equipped with a fill whistle.
- D. The tank shall also be provided with supply/return ports on the opposite side of the tank for future connection to a portable fuel polishing system.
- E. Overfill Protection
 - 1. Spill Containment Box
 - a. A spill containment box (UL-approved) shall be provided as an integral tank component, and shall carry the same FDEP approval number as the tank.
 - b. Construction shall be carbon steel and painted for corrosion protection.
 - c. The box shall have a drain valve, to release excess fuel back to primary tank.
 - d. The box shall be pad-lockable.
 - 2. Overfill Prevention Equipment
 - a. Tank shall be equipped with an overfill prevention valve set to positively shut

off fuel flow at 95%. Kamlok tight-fill adapter with crossbar shall be factory installed in fuel fill fitting. Valve shall include a cast aluminum dust cap. Overfill prevention valve shall carry a valid FDEP approval number.

- b. A high level probe shall be installed at 90% of tank fill capacity. The probe shall carry a valid FDEP approval number.
- c. An alarm panel shall be installed at the fill location in clear view of the filler. It shall annunciate high level and tank leak alarms. The alarm panel shall carry a valid FDEP approval number.
- d. A mechanical fuel level gauge shall be provided. Gauge shall carry a valid FDEP approval number

F. The underside of the tank shall not be in contact with the mounting surface (concrete pad).

G. Breach of Tank Integrity Test

- 1. Tank shall be shipped from the factory with a vacuum on the secondary tank to ensure integrity of primary and secondary tanks upon arrival at site.
- 2. Secondary emergency vent port shall be capped airtight at the factory for vacuum test.
- 3. Leak sensor port shall be shipped outfitted with a vacuum gauge / ball valve assembly to conduct vacuum test.
 - a. Upon arrive on-site, inspector shall witness the vacuum on the secondary tank, as acceptance of the breach of integrity test per FAC 62-762 .501(1)(b)9, PEI RP200 Recommended procedures for system start-up testing from Table 14-2, and NFPA 30 21.5.2.
 - b. Following inspection, the installing contractor shall release the vacuum on the secondary tank, remove the vacuum gauge / ball valve assembly, install the leak sensor and secondary emergency vent, and reconnect to annunciation panel.

2.13 WEATHER-PROTECTIVE ENGINE-GENERATOR ENCLOSURE

- A. Product shall be designed as weather protected, and marine-grade anodized aluminum sound attenuated enclosure. It shall completely enclose the generator set and associated auxiliary equipment. It shall be primed and painted in accordance with an Owner-selected custom color.
- B. Enclosure to be certified by a Professional Engineer, licensed in the state of Florida, to be designed and constructed to withstand the applicable load combinations in ASCE 7 according to the installed location. Enclosure to be large missile impact-rated at 80 feet per second for Risk Category IV-Essential Facility buildings or structures in accordance with FBC 1626. Prior to site delivery, prints and calculations shall be electronically signed and sealed in accordance with FAC 61G15-23.003. The enclosure shall be Miami-Dade NOA approved.
- C. Enclosure shall be designed to adequately accommodate and house the generator for normal

operation, access and maintenance purposes in accordance with NEC, NFPA, and OSHA requirements.

- D. Walk-in design: Enclosure engine room sized to allow room for a technician to stand inside the enclosure and walk around the generator for maintenance and inspection purposes
- E. Enclosure shall include individual components generally consisting of a roof, two side walls and two end walls of formed anodized aluminum, enclosure mounted intake and discharge air acoustic hoods or plenums, and non-asbestos acoustical insulation and securement linings. All attaching hardware shall be stainless steel
- F. Enclosure Roof
 - 1. Enclosure roof shall be constructed of formed anodized aluminum panels
 - 2. Polyurethane sealant shall be used along the roof perimeter and any roof skin joints.
 - 3. The roof rail perimeter shall have two roof lifting rings installed on each side, providing a total of four points for lifting of the complete enclosure.
 - 4. All external roof hardware shall be stainless steel screw type mechanical fastener with neoprene watertight washers.
 - 5. Roof shall be designed and built to withstand the load combinations of ASCE 7 and meet the minimum concentrated live load requirements for roof surfaces subject to maintenance workers in FBC Table 1607.1.
 - 6. Roof shall incorporate an anodized aluminum or stainless steel rain collar and rain shield for the generator exhaust silencer piping. These shall be installed at the roof penetration point to prevent the entry of rainwater into the enclosure, as well as allow for expansion and vibration of the exhaust piping without stress to the exhaust system.
 - 7. Roof interior shall contain non-asbestos thermal acoustic insulation with fire-retardant properties. The insulation shall be completely covered by mill finish 0.050" perforated anodized aluminum lining secured to the enclosure interior.
 - 8. When the installed headroom above the radiator is less than 24", a Beckson deckplate for radiator fill access shall be installed, centered above each radiator fill port. Deckplate shall be sealed to roof panels to prevent water penetration.
- G. Enclosure Walls
 - 1. Enclosure walls shall be constructed of formed anodized aluminum panels.
 - 2. All interior sidewalls shall contain non-asbestos thermal acoustic insulation with fire-retardant properties. The insulation shall be completely covered by mill finish 0.050" perforated aluminum lining secured to the enclosure interior.
 - 3. All attaching hardware shall be stainless steel screw type mechanical fastener.
- H. Enclosure Air Treatment
 - 1. Air Intake
 - a. Air shall enter the engine room through the underside of a hood equipped with anodized aluminum bird screen. The bird screen shall prevent entry of objects

exceeding 1" diameter. The air intake shall be designed and constructed to minimize water penetration into the enclosure during heavy rainfall.

- b. The intake shall be sized according to the generator's airflow requirements to encompass combustion air and radiator cooling air.

2. Air Discharge

- a. Discharge air shall be expelled from the engine room through anodized aluminum gravity-operated dampers with counterbalance weights.
- b. Discharge air shall be turned 90° and exit the enclosure through a discharge plenum sized according to the generator's airflow requirements for radiator cooling air. The top of the discharge plenum shall be equipped with anodized aluminum bird screen. The bird screen shall prevent entry of objects more than 1" in diameter. The discharge plenum shall allow proper airflow according to generator manufacturer's requirements.
- c. Discharge air shall be ducted to the engine room discharge wall with an adapter constructed of heavy neoprene.
- d. The air discharge plenum shall be constructed with an integral turning vane with water collection basin with drain holes to allow sufficient water drainage.
- e. The combined air inlet and discharge system shall be designed to maintain a combined total static pressure restriction through the enclosure with the generator set operating at full rated load and duty not to exceed the generator manufacturer's recommendations.

I. Enclosure Doors

- 1. One single personnel door shall be installed on one side of the enclosure, and one single set of double doors shall be installed on either side of the enclosure for a total of five access doors. Doors shall be 36"W x 82"H
- 2. All doors shall be constructed of anodized aluminum with a continuous piano hinge.
- 3. Doors shall be installed into anodized aluminum frames with compressible weather-stripping.
- 4. The doors shall be equipped with heavy-duty two-point hardware with interior release handle to permit escape from the inside when door is locked. Exterior pad-lockable hardware shall be stainless steel.
- 5. Each door shall be provided with stainless steel tie-back hardware to hold door fully open during maintenance activities.

J. Enclosure Fittings

- 1. Oil and water drains shall be extended to the exterior, plugged and labeled.
- 2. Fumes exhaust disposal tube shall terminate into exterior radiator exhaust plenum wall.

K. Engine Exhaust System

- 1. Exhaust system shall not exceed maximum back pressure levels as specified by engine manufacturer.
- 2. The exhaust silencer shall be located within the interior of the enclosure and shall be

hospital grade, constructed of mild steel, and painted with a high temperature protective coating.

3. Exhaust silencer shall be connected to the engine using stainless steel flexible element/s of minimum length 12" covered with thermal insulating blankets. Exhaust shall exit the silencer through a stainless steel straight tail pipe terminating with a 45 degree cut, the end of which shall be covered with stainless steel expanded metal.
- L. The enclosure shall be furnished with a power panel, dry type transformer, and lighting panel. These units shall serve as the power distribution panels for all accessories specified herein.(e.g. alternator mounted space heater, battery charger, leak detection system, etc.) that require "shore power". The enclosure manufacturer shall furnish and install conduit and wire necessary to provide the power from the unit to all accessories.
- M. All hardware (nuts, bolts, screws, washers, etc.) that is installed on the exterior of the generator enclosure shall be stainless steel. Galvanized steel hardware is not acceptable.
- N. Anodized aluminum stairs and anodized aluminum handrail shall be furnished at each door. The installing Contractor shall extend the generator concrete pad as necessary to accommodate the installation of the aluminum stairs.
- O. LED lighting shall be provided in sufficient quantity to maintain 20 foot-candles of illumination at floor level and shall be suitable for operation in cold weather. Interior lighting shall be controlled by 3- way light switches located at each door.
- P. Convenience receptacles shall be furnished at each door within the enclosure. Receptacles shall be 125V, 20A, two-pole, three wire grounded type.
- Q. All air intake louvers shall be furnished with rain guards or designed to eliminate water intrusion to the interior of the enclosure when the generator is operating at full load (maximum airflow) during rain events.

2.14 SOUND ATTENUATION

- A. Extreme care shall be exercised in providing equipment for and setting the engine- generator in place to guard against excessive noise transmission and vibrations. Fasten to the underside of the skids seismically-rated spring type isolators.
- B. The engine-generator enclosure shall be designed, furnished, and manufactured to reduce source noise to 75 dB(A) as measured at seven (7) meters from the enclosure.

2.15 NEUTRAL GROUNDING RESISITOR

- A. Resistor units shall be stainless steel stamped grid edge wound elements that are double insulated. Resistor terminals shall be stainless steel. All resistor end frames, hardware, and non-current carrying spacers shall be zinc-plated steel. If more than one resistor frame is required, series connections shall be solid copper bus.

- B. The neutral grounding resistor shall be provided with a NEMA 3R safety enclosure. The enclosure shall be galvanized steel painted ANSI #61 light gray OR shall be Type 304 stainless steel. The enclosure shall provide personnel safety and shall exclude the possible entry of birds, rodents, or other animals from the resistor. The enclosure shall have a solid top, screened bottom, louvered or screened side covers, and top mounted eye bolts for handling ease.
- C. The ratings of the neutral grounding resistor shall be as follows: 600A, 4 ohms, 10 seconds.
- D. Each neutral grounding resistor shall include the following accessories: Base insulators, entrance bushings and terminal lugs.
- E. The assembly shall be suitable for indoor mounting and installed inside each generator enclosure.

PART 3 – EXECUTION

3.01 SERVICES OF MANUFACTURER'S REPRESENTATIVE

- A. The Contractor shall provide the services of a qualified generator manufacturer's factory-trained technical representative who shall adequately supervise the installation and testing of all equipment furnished under this Contract. The manufacturer's representative shall certify in writing that the equipment has been installed in accordance with the manufacturer's recommendations. No further testing or equipment startup may take place until this certification is accepted by the Owner.
- B. The manufacturer's technical representative shall perform all startup and field testing of the generator assembly as specified herein.
- C. The Manufacturer shall provide training for the Owner's personnel. Training shall be conducted by the manufacturer's factory-trained representative who shall instruct Owner's personnel in operation and maintenance of all equipment provided under this Section. Training shall be provided for two (2) sessions of four (4) hours each. Training shall not take place until after the generator has been installed and tested. Training shall be conducted at times coordinated with the Owner.
- D. The services of the manufacturer's representative shall be provided for a period of not less than as follows:
 - 1. One (1) trip of five (5) working days during installation of the engine-generator set.
 - 2. Time as required for startup and commissioning of the engine-generator set.
 - 3. One (1) trip of five (5) working days during field testing of the engine-generator set.
 - 4. One (1) trip of one (1) working day after Owner acceptance of the entire equipment assembly
 - 5. One (1) trip of one (1) working day to perform training as specified herein.
 - 6. One (1) trip of one (1) working day two (2) months before the warranty expiration to

identify issues to be corrected under warranty

- E. Any additional time required to achieve successful installation and operation shall be at the expense of the installing Contractor.

3.02 TESTING

- A. All tests shall be performed in accordance with the requirements of the General Conditions and Division 01. The following tests are required:

- 1. Witnessed Shop Tests

- a. None required.

- 2. Certified Shop Tests

- a. Fully test the engine-generator set with all accessories in the manufacturer's plant before shipment. The manufacturer shall submit a detailed factory test plan and test procedures documenting the intended factory test program. Test at various loadings to properly establish that all requirements have been met. Obtain Engineer's approval before shipment is made.

- b. Record complete test data for frequency, amperes, volts, power factor, exhaust temperature, coolant temperature, and oil pressure.

- c. Generator load tests shall be conducted through the use of balanced, three-phase, dry-type, reactive (0.8 power factor) load banks. Conduct a continuous run test using the load bank without shutdown for the engine- generator set under the following load conditions (in this specific order):

- 1) 1 hour - full load

- 2) 1 hour - 3/4 load

- 3) 1 hour - 1/2 load

- 4) 1 hour - 1/4 load

- d. Fuel, lubricants, and other fluids as required for the shop tests shall be furnished by the manufacturer.

- 3. Field Tests

- a. Field tests shall be performed by the generator manufacturer's technical representative. The installing Contractor shall obtain from the manufacturer and submit a detailed field test plan and procedures documenting the intended field test program.

- b. In the presence of the Engineer and Owner, the representative shall inspect, adjust, and test the entire system after installation and leave in good working order. Field tests specific to each generator shall be conducted after the entire engine-generator system is installed including, but not limited to, the following: engine generators, switchgear, controls, exhaust silencer, radiators, batteries, and all other equipment included in the complete system.
- c. Field test, as far as practicable, all control, shutdown, and alarm circuits. Document the successful completion of these tests as witnessed by the Owner and the Engineer.
- d. Generator load tests shall be conducted through the use of balanced, three-phase, dry-type, resistive (1.0 power factor) load banks. Conduct a continuous run test using the load bank without shutdown for the engine- generator set under the following load conditions (in this specific order) and in the presence of the Owner and Engineer:
 - 1) 1 hour, full load
 - 2) 1 hour, 3/4 load
 - 3) 1 hour, 1/2 load
 - 4) 1 hour, 1/4 load
- e. Record complete test data for frequency, amperes, volts, power factor, exhaust temperature, coolant temperature, and oil pressure every 15 minutes during the continuous run test. If any failures, malfunctions, and/or shutdowns occur during this test, the problems shall be fixed and the test shall be restarted. The test shall not be considered complete until the generator has operated without any shutdowns for the required consecutive hours under the conditions listed above.
- f. After successful completion of the load bank tests, the generator system shall then be operated for a minimum of four (4) hours with facility loads during a time period when the plant is operating at average demand. The same data shall be recorded at 15-minute intervals for this load test as for the load bank test.
- g. After the completion of the paralleling switchgear/transfer controls startup and the load tests listed above, the generator and switchgear automatic transfer controls shall be tested as an overall system in the presence of the Engineer and Owner. Utility service outages shall be simulated to allow automatic controls to perform the transfers, transfers shall not be manually initiated. As a minimum, the generator and switchgear automatic transfer tests shall be performed as follows:
 - 1) Transfers from the utility service to the generator and then back to the utility service under no load.
 - 2) Transfers from the utility service to the generator and then back to

the utility service at 500kW of load.

- 3) Transfers from the utility service to the generator and then back to the utility service at 3000kW of load.
 - 4) Transfers from the utility service to the generator and then back to the utility service under plant operating load (load to be coordinated with the Owner).
- h. It is the intent that the tests above take place utilizing a load bank unless otherwise specified. The manufacturer shall connect a load bank to a circuit breaker in the switchgear as needed to test the system under the loads described above. If any failures, malfunctions, and/or shutdowns occur during any of the transfer tests listed above, the problems shall be fixed and the test shall be restarted. Each test shall not be considered complete until the generator/switchgear system has performed the required number of transfers consecutively without any failures or malfunctions. During the transfer testing above, the loads shall remain on the utility or generator source for at least five (5) minutes in between transfers.
- i. All fuel, lubricants, and other fluids required to complete all field tests shall be paid for by the Contractor.

4. Oil Sampling and Analysis

- a. The Contractor shall collect a sample of engine oil from each engine for analysis after the start-up and testing has been successfully completed. The oil samples shall be analyzed at an independent laboratory that is not a part of the engine supplier's facility. Immediate notification of results shall be provided to the Owner when the analysis shows any critical reading.
- b. The sampling method shall be of the atomic absorption spectrophotometry method and be accurate to within a fraction of one part per million for the following elements:
 - 1) Iron
 - 2) Chromium
 - 3) Copper
 - 4) Aluminum
 - 5) Silicon
 - 6) Lead
- c. The sample shall also be tested for the presence of water, fuel dilution, and

coolant.

3.03 PAINTING

- A. Prior to final completion of the work, all metal surfaces of the equipment shall be cleaned thoroughly, and all scratches and abrasions shall be retouched with the same coating as used for factory finishing coats.

END OF SECTION

**CITY OF FORT
LAUDERDALE GENERAL
CONDITIONS**

These instructions and conditions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this General Conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidders must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared by the City as conditional.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions, please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence,

minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2021), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2021), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2021), as may be amended or revised.

By submitting a proposal or response, the company, principals, or owners certify that it is not listed on the Scrutinized Companies with Activities in Sudan List or listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:**2.01 BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) The solicitation document used for soliciting competitive sealed bids for goods or services.

INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.

REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.

REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.

RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Any firm having a contract with the city. Also referred to as a "Vendor".

CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.

CONSULTANT – A firm providing professional services for the city.

2.02 SPECIAL CONDITIONS: Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,**PART III BIDDING AND AWARD PROCEDURES:****3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB

issued by the City. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidders and the public in accordance with applicable regulations.

- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

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- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested, should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Chief Procurement Officer reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

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- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm which has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.
- If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder; if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, is at the sole option of the City.
- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE:** Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the City to follow the City's Procurement Ordinance or any applicable law may protest to the Procurement Division – Deputy Director of Finance, by

delivering a letter of protest within five (5) days after a Notice of Intent to award is posted on the City's website at the following link:
<https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award>

The complete protest ordinance may be found on the City's web site at the following link:

https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPRAWINAW

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall, within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance with bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the 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 ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in the City's best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- NON-DISCRIMINATION:** The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.
1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
 2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
 3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
 4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
 5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.
- 5.15 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to

reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

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- 5.16 ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.
- 5.17 PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.18 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.19 GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
- 5.20 PUBLIC RECORDS:**

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 PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City 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 Chapter 119, Florida Statutes (2021), as may be amended or revised, or as otherwise provided by law.
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 this Agreement if the Contractor does not transfer the

records to the City.

4. Upon completion of the Agreement, 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 this Agreement, 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 this Agreement, 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 technology systems of the City.

REFERENCES

A minimum of three (3) references shall be provided:

1. Company Name:

Address:

Contact:

Phone #:

Email:

Contract Value:

Year:

Description:

2. Company Name:

Address:

Contact:

Phone #:

Email:

Contract Value:

Year:

Description:

3. Company Name:

Address:

Contact:

Phone #:

Email:

Contract Value:

Year:

Description:

4. Company Name:

Address:

Contact:

Phone #:

Email:

Contract Value:

Year:

Description:

5. Company Name:

Address:

Contact:

Phone #:

Email:

Contract Value:

Year:

Description:

CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

☐ MasterCard

☐ Visa

Company Name

Name (Printed)

Date

Signature

Title

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No:

Project Description:

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name:

Authorized Company Person's Signature:

Authorized Company Person's Title:


Date:

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Lauderdale FL officer or in writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

 **Text Box: 3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more). 3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.**

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

<u>Name</u>	<u>Relationships</u>
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In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

Authorized Signature	Title
Name (Printed)	Date

**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to the City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in [section 2-183](#) of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Authorized Signature

Print Name and Title

Date

BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) EIN (Optional):

Address:

City: State: Zip:

Telephone No.: FAX No.: Email:

Delivery: Calendar days after receipt of Purchase Order (**section 1.02 of General Conditions**):

Total Bid Discount (**section 1.05 of General Conditions**):

Check box if your firm qualifies for MBE / SBE / WBE (**section 1.09 of General Conditions**): ☐

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **You must also click the "Take Exception" button.**

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal.

I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages,

expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Name (printed)

Signature

Date

Title

Revised 4/28/2020

ADDENDUM NO. 1

ITB No. 12763-232

TITLE: Provide Generators for the George T. Lohmeyer Wastewater Treatment Facility

ISSUED: 2/7/23

This addendum is being issued to make the following change(s):

1. ADD: Provide a price for a new line item #2 as follows:
Price Line item #2 – 5 year Preventive Maintenance Proposal

The engine/generator set Manufacturer/Supplier and/or local Dealer shall provide a 5-year preventive maintenance proposal to the Owner and Engineer for review. The maintenance proposal shall include all maintenance, testing, and minor repairs for the complete generator system inducing, but not limited to, the engine-generator set, fuel system, generator set controls, batteries and charger, and any other components of the system deemed to be suitable for coverage under this maintenance.

(This new line item has been added to the Price proposal page on Bidsync.COM)

2. The specified timeframe for the 'Prices good for' section has been changed from 30 days to 120 days.

All other terms, conditions, and specifications remain unchanged.


James Hemphill
Procurement Project Manager

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____

Question and Answers for Bid #12763-232 - Provide Generators for the George T. Lohmeyer Wastewater Treatment Facility

Overall Bid Questions

Question 1

Hello, Based on the Sample Contract provided in this Bid, will the City of Ft. Lauderdale accept redactions, and Redlines to certain Terms /Conditions? **(Submitted: Feb 7, 2023 4:03:32 PM EST)**

Answer

- VARIANCES: For purposes of bid evaluation, Bidders must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared by the City as conditional. **(Answered: Feb 7, 2023 4:48:50 PM EST)**

Question Deadline: Feb 10, 2023 5:00:00 PM EST