



Event # 274-5

Name: Peele Dixie WTP Variable Frequency Drive Modernization

Description: The City of Fort Lauderdale is seeking to contract the services of a variable frequency drive manufacturer with experience and expertise in the area of design, fabrication and installation of VFD modernization projects, within the scope of this IFB.

Buyer: MOHAMMED, STEFAN

Status: Pending Award

Event Type: IFB

Currency: USD

Sealed Bid: Yes

Respond To All Lines: Yes

Q & A Allowed: Yes

Number Of Amendments: 5

Display Bid Tabulation: Display When Event Closed For Bidding Or Canceled

Event Dates

Preview:

Q & A Open: 03/26/2024 09:00:00 AM

Open: 03/25/2024 03:00:00 PM

Q & A Close: 05/01/2024 05:00:00 PM

Close: 05/03/2024 02:00:00 PM

Dispute Close:

Questions

Question	Response Type	Attachment
Did you complete all the required forms?	Yes No Text	Event 274 Peele Dixie WTP VFD Questions.pdf
Does your company have a service center within 50 miles of the plant? (1500 S State rd. 7, Fort Lauderdale, FL 33317)	Yes No Text	
This event requires supplier to attend one of the mandatory sites visit to become more familiar with the scope. have you attended a site visit?	Yes No	
What is the warranty provided?	Yes No Text	
Please provide lead time for parts. (3 months is the maximum allowable)	Yes No Text	

Meetings

Event # 274-5: Peele Dixie WTP Variable Frequency Drive Modernization

Meeting	Description	Location	Date	Required
Mandatory site visit	Suppliers must attend one of the two site visits in order to be considered for an award. Location address: 1500 S state Road 7, Fort Lauderdale, FL 33317	Peele Dixie Water Treatment Plant	04/03/2024 10:00:00 AM	No
Mandatory site visit (2 of 2)	Suppliers must attend one of the two site visits in order to be considered for an award. Location address: 1500 S state Road 7, Fort Lauderdale, FL 33317	Peel Dixie Water Treatment Plant	04/08/2024 03:00:00 PM	No

Attachments

Name	Description	Attachment
1. General Conditions - Rev 08-2023.pdf		1. General Conditions - Rev 08-2023.pdf
Event 274- Peele Dixie WTP Variable Frequency drive Solicitation.pdf		Event 274- Peele Dixie WTP Variable Frequency drive Solicitation.pdf
Concentrate Pumps 1 through 3 50HP.pdf		Concentrate Pumps 1 through 3 50HP.pdf
Panel Dimensions.pdf		Panel Dimensions.pdf
Membrane Feed Pumps 1 through 4 300HP.pdf		Membrane Feed Pumps 1 through 4 300HP.pdf
HSPs 1 and 2 250HP.pdf		HSPs 1 and 2 250HP.pdf
1st prebid meeting sign in sheet		Event 274 1st prebid meeting 4-3 10am.pdf
2nd prebid meeting sign in sheet		Event 274-2nd Pre bid meeting- 4-8 3pm.pdf
Additional Information regarding schedule of work		Event 274- Additional work completion schedule.pdf
Transformer and breaker specifications	As per a question asked to provide information about the transformer and breakers, the attachment fulfills this answer.	VFD Bid Answer.pdf

Event # 274-5: Peele Dixie WTP Variable Frequency Drive Modernization

Contacts

Name

Email Address

OMAR ELFOURANI

oelfourani@fortlauderdale.gov

STEFAN MOHAMMED

smohammed@fortlauderdale.gov

Commodity Codes

Commodity Code

Description

691-39

Drives, Variable Speed (AC, AC Flux Vector, DC, Eddy Current

Line Details

Line 1: 250HP Variable Frequency Drive

Description: 250HP Variable Frequency Drive

Item: 250HP VARIABLE FREQUENCY DRIVE 250HP Variable Frequency Drive

Long Item Description: Delivery and Installation included

Commodity Code: 691-39 Drives, Variable Speed (AC, AC Flux Vector, DC, Eddy Current

Quantity: 2.0000 **Unit of Measure:** EA

Requested Delivery Date: 06/30/2024

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Event # 274-5: Peele Dixie WTP Variable Frequency Drive Modernization

Line 2: 300HP Variable Frequency Drives

Description: 300HP Variable Frequency Drives

Item: 300HP VARIABLE FREQUENCY DRIVES 300HP Variable Frequency Drives

Long Item Description: Delivery and Installation Included

Commodity Code: 691-39 Drives, Variable Speed (AC, AC Flux Vector, DC, Eddy Current

Quantity: 4.0000 Unit of Measure: EA

Requested Delivery Date: 06/30/2024

Require Response: Yes Price Breaks Allowed: No Allow Alternate Responses: No

Add On Charges Allowed: No

Line 3: 50HP Variable Frequency Drives

Description: 50HP Variable Frequency Drives

Item: 50HP VARIABLE FREQUENCY DRIVES 50HP Variable Frequency Drives

Long Item Description: Delivery and Installation included

Commodity Code: 691-39 Drives, Variable Speed (AC, AC Flux Vector, DC, Eddy Current

Quantity: 3.0000 Unit of Measure: EA

Requested Delivery Date: 06/30/2024

Require Response: Yes Price Breaks Allowed: No Allow Alternate Responses: No

Add On Charges Allowed: No

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 Variable Frequency Drives for the Peele Dixie Water Treatment Plant, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

1.2 Point of Contact

For information concerning procedures for responding to this solicitation, contact Procurement Specialist, Stefan Mohammed, at (954) 828-5351 or email at Smohammed@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by the [City's on-line strategic sourcing platform](#). 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. 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 the [City's on-line strategic sourcing platform](#) 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 **MANDATORY** pre-bid conference and site visit scheduled for this ITB.

It will be the sole responsibility of the Bidder to attend the pre-bid/site visit to inspect the City's location(s) facilities 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.

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.

1.4 CITY'S ON-LINE STRATEGIC SOURCING PLATFORM

The City of Fort Lauderdale uses its own on-line strategic sourcing platform to administer the competitive solicitation process, including but not limited to soliciting bids, issuing addenda, posting results, and issuing notification of an intended decision. There is no charge to register and download the ITB from the City's on-line strategic sourcing platform. Bidders are strongly encouraged to read the supplier tutorials available in the [City's on-line strategic sourcing platform](#) well in advance of their intention of submitting a bid to ensure familiarity with the use of the City's on-line strategic sourcing platform. The City shall not be responsible for a Bidder's inability to submit a Bid by the end date and time for any reason, including issues arising from the use of the City's on-line strategic sourcing platform.

It is the sole responsibility of the Bidder to ensure that their bid is submitted electronically through the City's on-line strategic sourcing platform no later than the time and date specified in this solicitation. PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA the [City's on-line strategic sourcing platform](#).

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 the [City's on-line strategic sourcing platform](#) at the date and time indicated on the solicitation. All openings will be held on the City's on-line strategic sourcing 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 the City's on-line strategic sourcing platform 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. 09/22) 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 the [City's on-line strategic sourcing platform](#) 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 the City's on-line strategic sourcing platform 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 the City's on-line strategic sourcing platform 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 Bid Submittal page. Failure to use the City's Bid Submittal 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 installation and be quoted FOB: Destination.

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

Payment terms 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, in accordance with the Florida Local Government Prompt Payment Act. Bidder may offer cash

discounts for prompt payment, but they will not be considered in determination of award.

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

To be eligible for award of a contract in response to this solicitation, the Bidder must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work. In addition, the Bidder must have no conflict of interest with regard to any other work performed by the Bidder for the City of Fort Lauderdale.

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 Bid 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_S2-186LOBUPR

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

2.20.1 Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference. In order to be considered for a disadvantaged business preference, a Bidder must include a certification from a government agency, as applicable to the disadvantaged business preference class claimed at the time of Bid/Proposal submittal:

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

- a. Copy of City of Fort Lauderdale current year business tax receipt, or the Tri-County (Broward, Dade, West Palm Beach) current year business tax receipt, or proof of active Sunbiz status 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 the Tri-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.

2.20.3 Failure to comply at time of Bid/Proposal submittal shall result in the Bidder being found ineligible for the Disadvantaged Business Enterprise Preference business preference.

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

<https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883>

2.20.5 Definitions

- a. The term "Disadvantaged Class 1 Enterprise" shall mean any disadvantaged business enterprise 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 provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.
- b. The term "Disadvantaged Class 2 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.
- c. The term "Disadvantaged Class 3 Enterprise" shall mean any disadvantaged business enterprise 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 Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

- d. The term “Disadvantaged Class 4 Enterprise” shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City’s Procurement Manual.

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_S2-182DIREPRAWINAW

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 Subcontractors

2.23.1 If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid/proposal 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 subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

2.23.2 Contractor shall ensure that all of Contractor’s subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor’s subcontractors’ performance, and liable for any of Contractor’s subcontractors’ non-performance and all of Contractor’s subcontractors’ 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 subcontractors for payment for work performed for the City.

2.23.3 Contractor shall require all its subcontractors 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 subcontractors 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

2.26.1 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, the Contractor, 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 the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor'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.

2.26.2 The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor 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, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

2.26.3 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 municipal corporation, its officials, employees, and volunteers are to be covered 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 the Contractor. 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 the Contractor does not own vehicles, the Contractor 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.

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.

The Contractor waives, and the Contractor shall ensure that the Contractor'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.

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

2.26.4 Insurance Certificate Requirements

- a. The Contractor 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. The Contractor 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 the Contractor 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 the Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the Contractor 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 named 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 the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Proposal/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
Procurement Services Division
100 N. Andrews Avenue, Suite 619
Fort Lauderdale, FL 33301

- 2.26.5** The Contractor 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 operation 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 the Contractor's expense.
- 2.26.6** If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.
- 2.26.7** The Contractor's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, 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.
- 2.26.8** Any exclusion or provision in any insurance policy maintained by the Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.
- 2.26.9** 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 shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate 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 Contractor's insurance policies.
- 2.26.10** The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.
- 2.26.11** It is the Contractor's responsibility to ensure that any and all of the Contractor'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 the Contractor.

2.27 Insurance – Sub-Contractors

Contractor shall require all its Sub-Contractors to provide the aforementioned 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.

2.28 Insurance for Collection of Credit Card Payments – N/A

2.29 Award of Contract

This is a one-time purchase; a purchase order shall be issued to successful bidder after award by commission.

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 Approved Equal or Alternative Product Bids

The Technical Specifications contained in this solicitation are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality

and features that are desired by the City of Fort Lauderdale. The City is receptive to any product that would be considered by qualified City personnel as an approved equal.

The Contractor must state clearly in their bid pages any variance to the specifications. If proposing an approved equal or alternate product, it will be the Contractor's responsibility to provide adequate information in their bid to enable the City to ensure that the Contractor meets the required criteria. If adequate information is not submitted with the bid, it may be rejected.

The City of Fort Lauderdale will be the sole judge in determining if the product proposed qualifies as approved equal. The City reserves the right to award to that Contractor which will best serve the interest of the City as determined by the City. The City further reserves the right to waive minor variations to specifications and in the bidding process.

2.36 Contract Period – N/A

2.37 Cost Adjustments – N/A

2.38 Service Test Period – N/A

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 – N/A

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 bid 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: <https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award>. Tabulations of receipt of those parties responding to a formal solicitation may be found at: <https://www.fortlauderdale.gov/government/departments-a-h/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 (2022), 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

The City of Fort Lauderdale is seeking to contract the services of a variable frequency drive manufacturer with experience and expertise in the area of design, fabrication and installation of VFD modernization projects. This shall be a turnkey installation which include the following requirements.

Qualifications

- Bidders must be at or above Alliance Certified Industrial Automation Distributor level of the VFD manufacturer and have **a physical branch within 50 miles** of the project.

Initial Site Visit

- A Manufacturer Services Engineer and Field Services Representative **will** evaluate the existing 50HP Eaton CPX9000 18-pulse lineup, 250HP Eaton CPX9000 18-pulse lineup, & 300HP CPX9000 18 pulse lineup taking all necessary measurement to develop the Modernization Design for each drive rating. The new equipment must fit within the existing CPX9000 unit.

Hardware

- Bidder will supply (3) - 50HP, (2) - 250HP & (4) - 300HP Variable Frequency Drives
- All VFD's shall be 480v-60hz
- Must have a control panel on the outside door.
- Need to have a paper and pdf manual included for each unit.
- Must have a communication/Monitoring system from the VFD's to the current system for preventative maintenance purposes.
- Detailed BOM of all components to be supplied as part of bid to the City of Ft. Lauderdale
 - Provide all additional required power and control systems components.
 - Drive must be capable of Profibus DP 1 Communications to communicate with existing PLCs eliminating the requirement to run new communication network wiring.
- 18-Pulse applications must allow for easy DC bus connection.
- Replacement of breaker inside the unit as follows:
- 6 Breakers- 3 pole 600amp.
- 3 Breakers- 3 Pole 100amp.
- The 600 amp breakers are for 300hp, 250 hp VFD's. The 100amp breakers are for the 50hp VFD's.

Tear-out & Installation Work SCOPE - (3) 50HP, (2) 250HP & (4) 300HP 18-PULSE VFD RETROFIT INSTALLATION

- Bidder to provide all Services to install (3) - 50HP, (2)- 250HP & (4) - 300HP Variable Frequency Drive (VFD) into existing Eaton CPX9000. See below for details.
- Requires removal of each existing Eaton drive drive & installing the replacement drive in its place.
- Installation of additional power and control hardware for new vfd system.
- Installation of replacements breakers as indicated in the hardware section above.
- Services will replace only the necessary existing components that are not determined in working condition as indicated. All other components to be re-used (door, 18-Pulse components, line reactor, bypass, relays, cabling, door indicating lights, etc.).

Commissioning

- The Field Services Technician will perform visual, mechanical and electrical tests on the (3) VFD retrofit(s) listed above, as outlined in their Scopes of Work for Electrical Acceptance Testing. A copy of all test reports must be provided to be used as a benchmark for future preventive maintenance & testing activities.
- (Warranty period- minimum **4** years at no extra charge).
- The manufacturer and/or manufacturer's certified authorized distributor representative shall provide all required start-up and training services.

**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, Bidder's 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

As a condition precedent to the effectiveness of this Agreement, 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 (2023), as may be amended or revised. As a condition precedent to any contract for goods or services of any amount and as a condition precedent to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), 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 (2023), 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 (2023), 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 (2023), as may be amended or revised.

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 in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. 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 Bidder's 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.

- 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 Procurement Director 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.

3.16 PROHIBITION OF INTEREST: No contract will be awarded to a bidding firm who 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, 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 chief procurement officer, by delivering a letter of protest to the director of finance within five (5) days after a notice of intent to award is posted on the city's web site at the following url: <https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>

The complete protest ordinance may be found on the city's web site at the following url:
https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeid=coor_ch2ad_artvfi_div2pr_s2-182direpr

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.

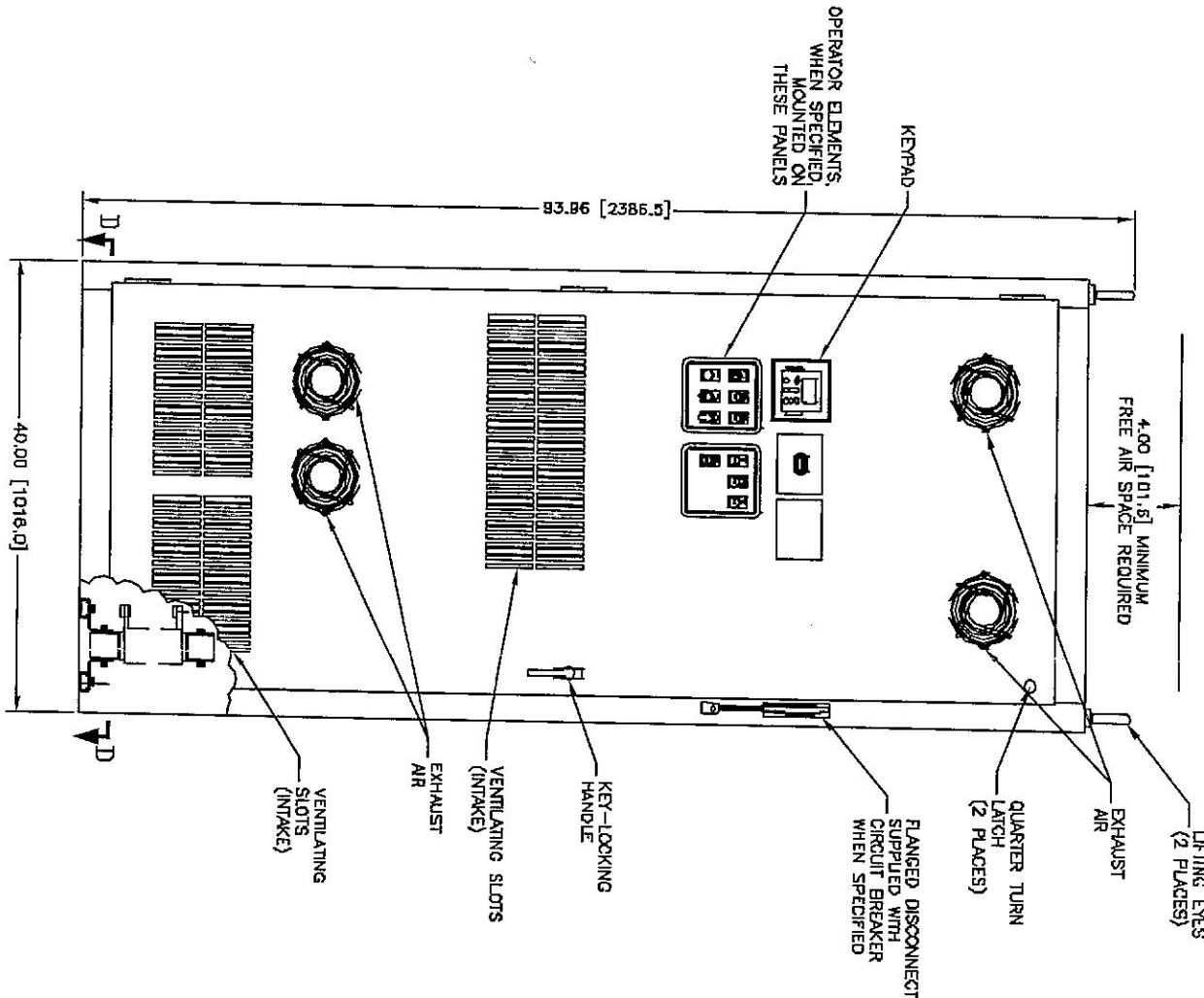
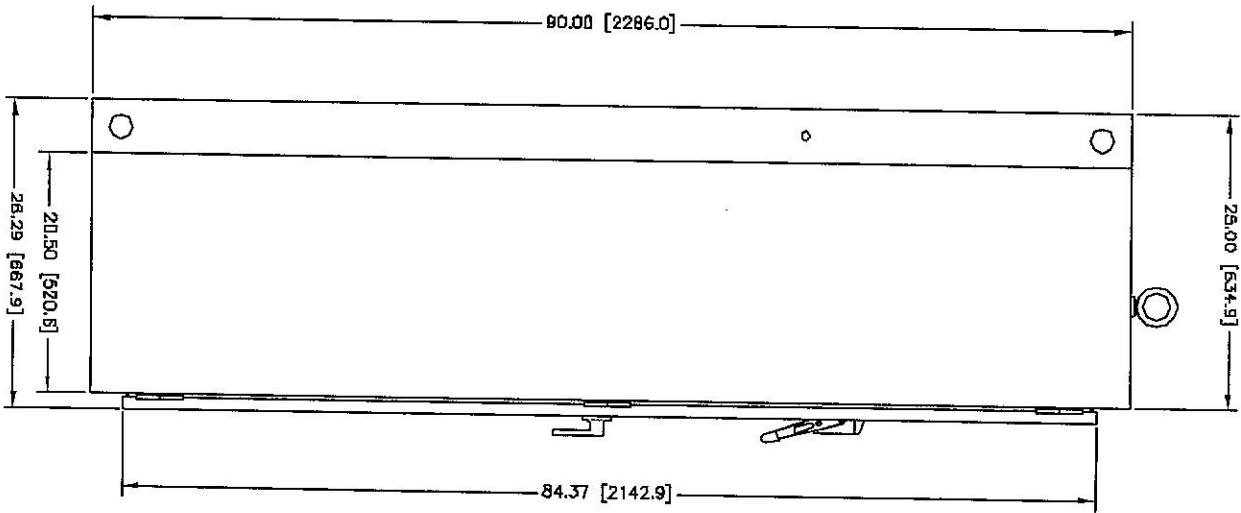
- 5.16 ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.
- 5.17 PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless 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 CITY CLERK'S OFFICE, ONE EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301, 954-828-5002, PRRCONTRACT@FORTLAUDERDALE.GOV.

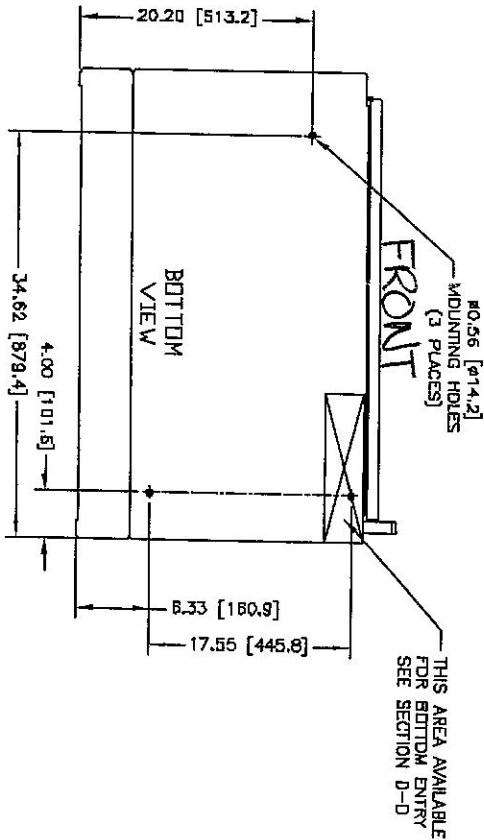
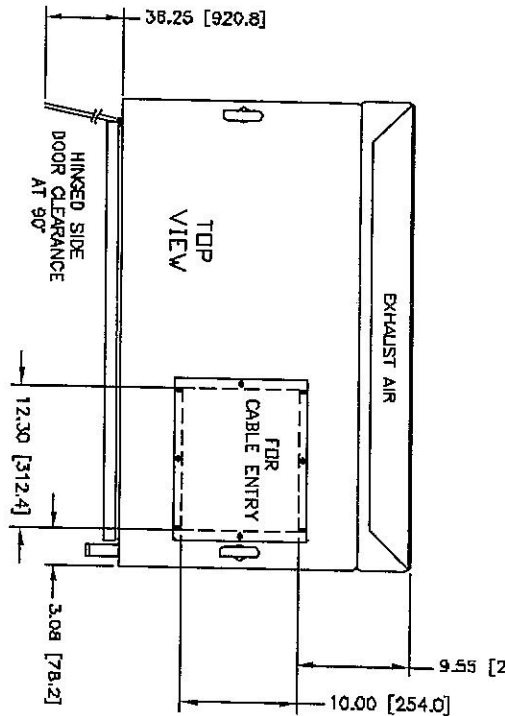
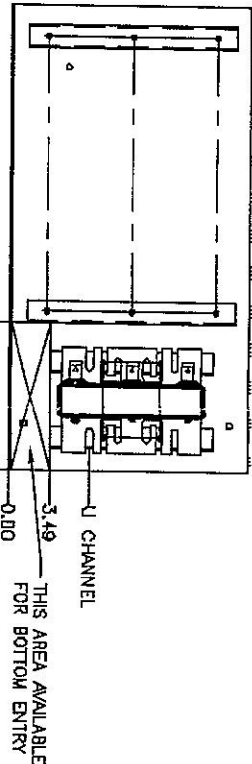
Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City 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 (2019), 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 the 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 the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

1	2
ENTRY	



TOP VIEW OF BOTTOM OF ENCLOSURE

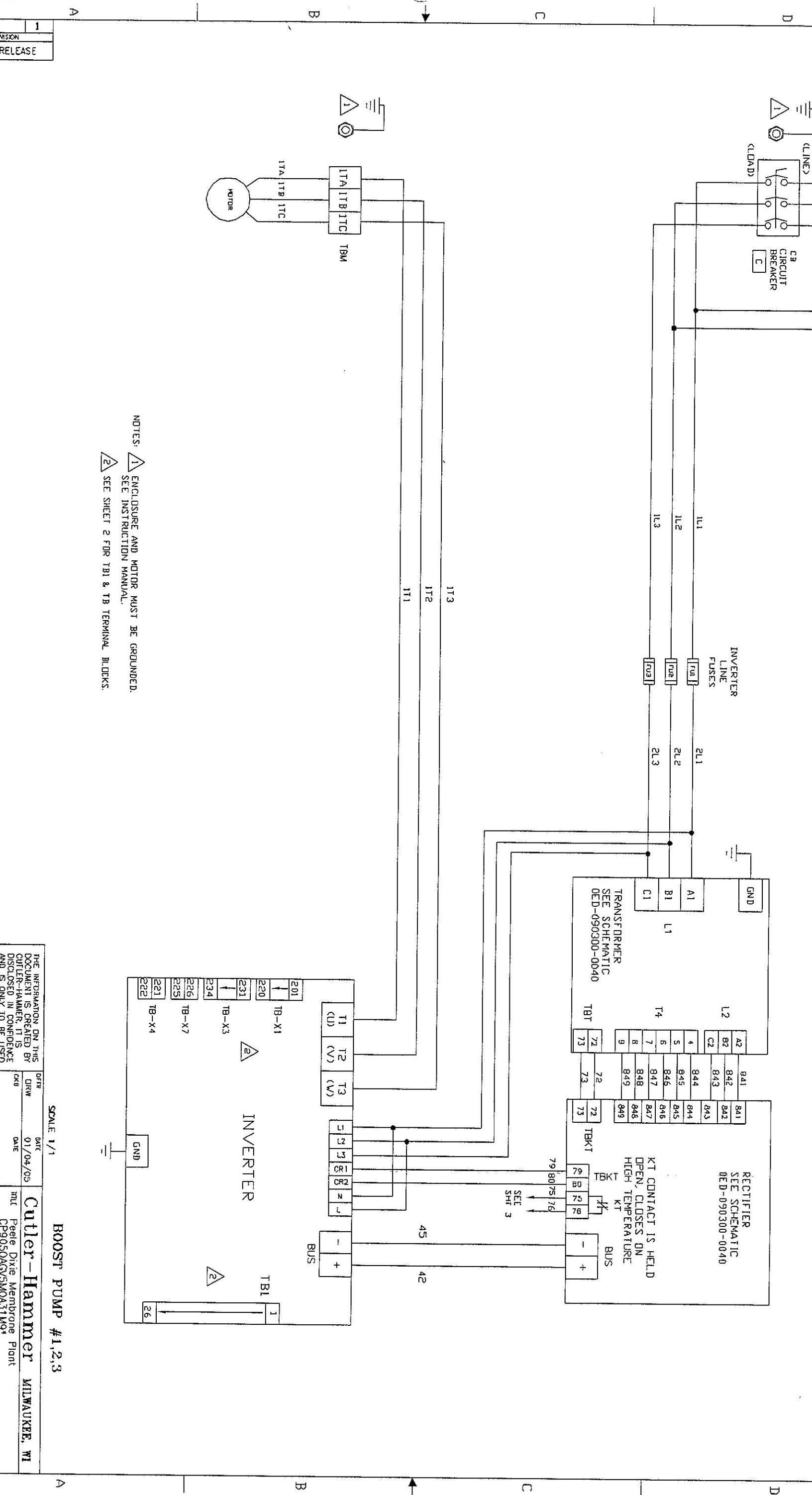


FINISH: ENCLOSURE - ANSI 61 (LIGHT) GRAY
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 BACK PLATE 12GA. (.105) [2.67] CRS
 DIMENSIONS: INCHES, [MILLIMETERS]
 CONSTRUCTION: NEMA TYPE 1 OVERSIZE

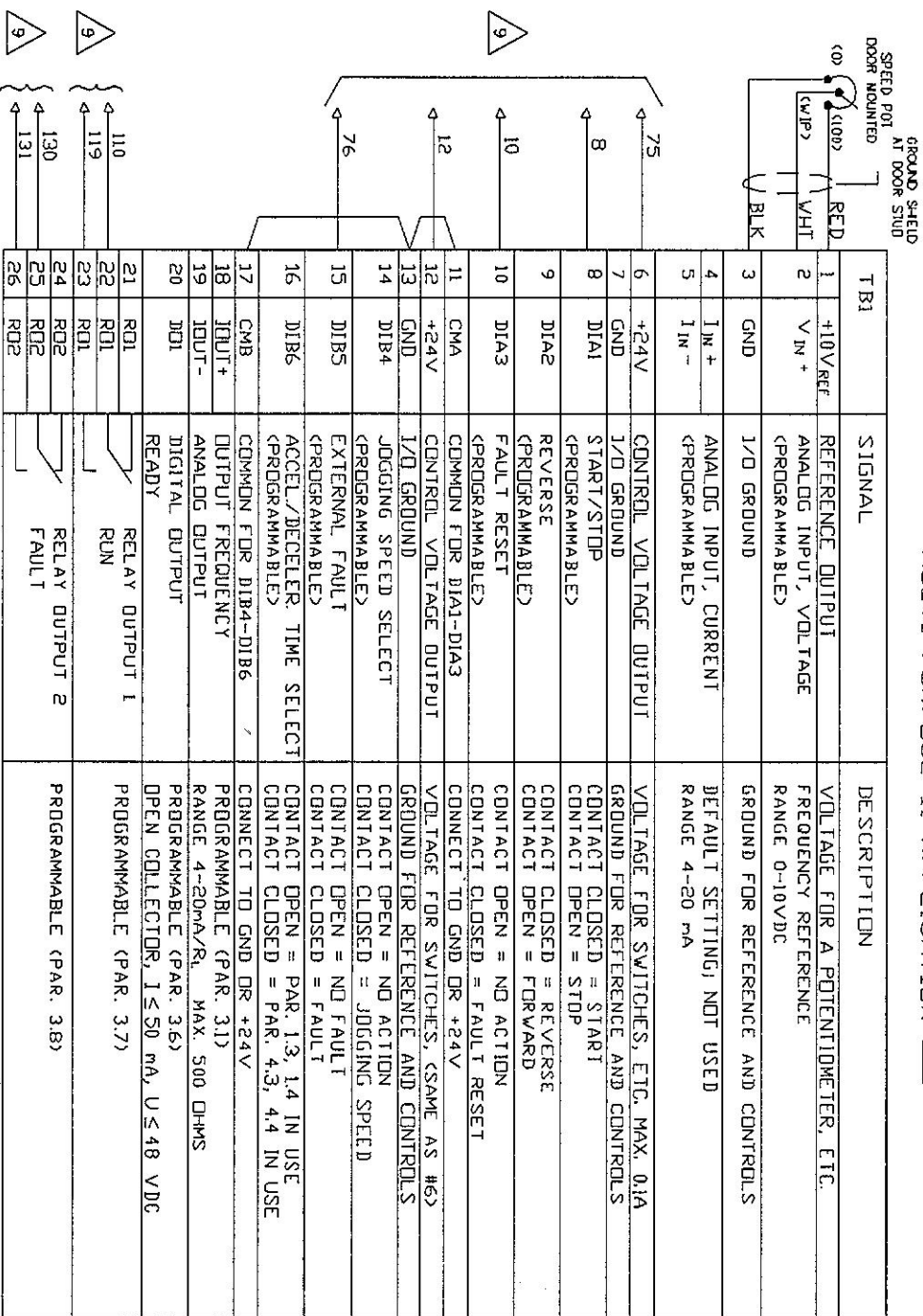
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DRW	01/04/05	DATE	01/04/05
CRD	01/04/05	DATE	01/04/05
01/04/05	01/04/05	DATE	01/04/05

BOOST PUMP #1,2,3

Cutler-Hammer MILWAUKEE, WI



MULTI-PURPOSE II APPLICATION





D

50



Terminal	SIGNAL	DESCRIPTION
206	+24V	CONTROL VOLTAGE OUTPUT
207	GND	GROUND FOR REFERENCE AND CONTROLS
208	COM	COMMON FOR DIE1-DIE4
209	DIE1	PROGRAMMABLE: EXTERNAL FAULT (CLOSING CONTACT) OR SELECT ACTIVE CONTROL SOURCE
210	DIE2	CONTACT OPEN = START OF MOTOR ENABLED CONTACT CLOSED = START OF MOTOR DISABLED CONTACT OPEN = TIME 1 SELECTED CONTACT CLOSED = TIME 2 SELECTED
211	DIE3	CONTACT OPEN = NO FAULT CONTACT CLOSED = FAULT
212	DIE4	CONTACT OPEN = NO ACTION CONTACT CLOSED = JOGGING SPEED
213		NOT USED
214	DIE6A+	PULSE INPUT A
215	DIE6A-	(DIFFERENTIAL INPUT)
216	DIE7B+	PULSE INPUT B
217	DIE7B-	(DIFFERENTIAL INPUT)
218	DOE1	90 DEGREE PHASE SHIFT COMPARED TO PULSE INPUT A
219	DOE2	ENCODER DIRECTION OUTPUT ENCODER DIVIDER 1/64 OUTPUT
220		NOT USED
221	T1+	REMOVE JUMPER IF INPUT IS USED
222	T1-	REMOVE JUMPER IF INPUT IS USED
225	RO4/1	CONTACTS RATED @ < 8A/24VDC, < 0.4A/300VDC, 8A/250VAC, CONTINUOUSLY < 2A RMS
226	RO4/2	RELAY OUTPUT 4 - FAULT READY
231	DOE3	GROUND FOR REFERENCE AND CONTROLS
232	GND	GROUND FOR REFERENCE AND CONTROLS
233	DOE4	GROUND FOR REFERENCE AND CONTROLS
234	GND	GROUND FOR REFERENCE AND CONTROLS

D

-  SEE THE OPTION BOARD USER'S MANUAL FOR COMMUNICATION INTERFACE DETAILS.
-  SEE THE SERIES 9000 DRIVES USER'S MANUAL / READY APPLICATION MANUAL.
-  SEE SHEET 2 FOR CONNECTIONS.

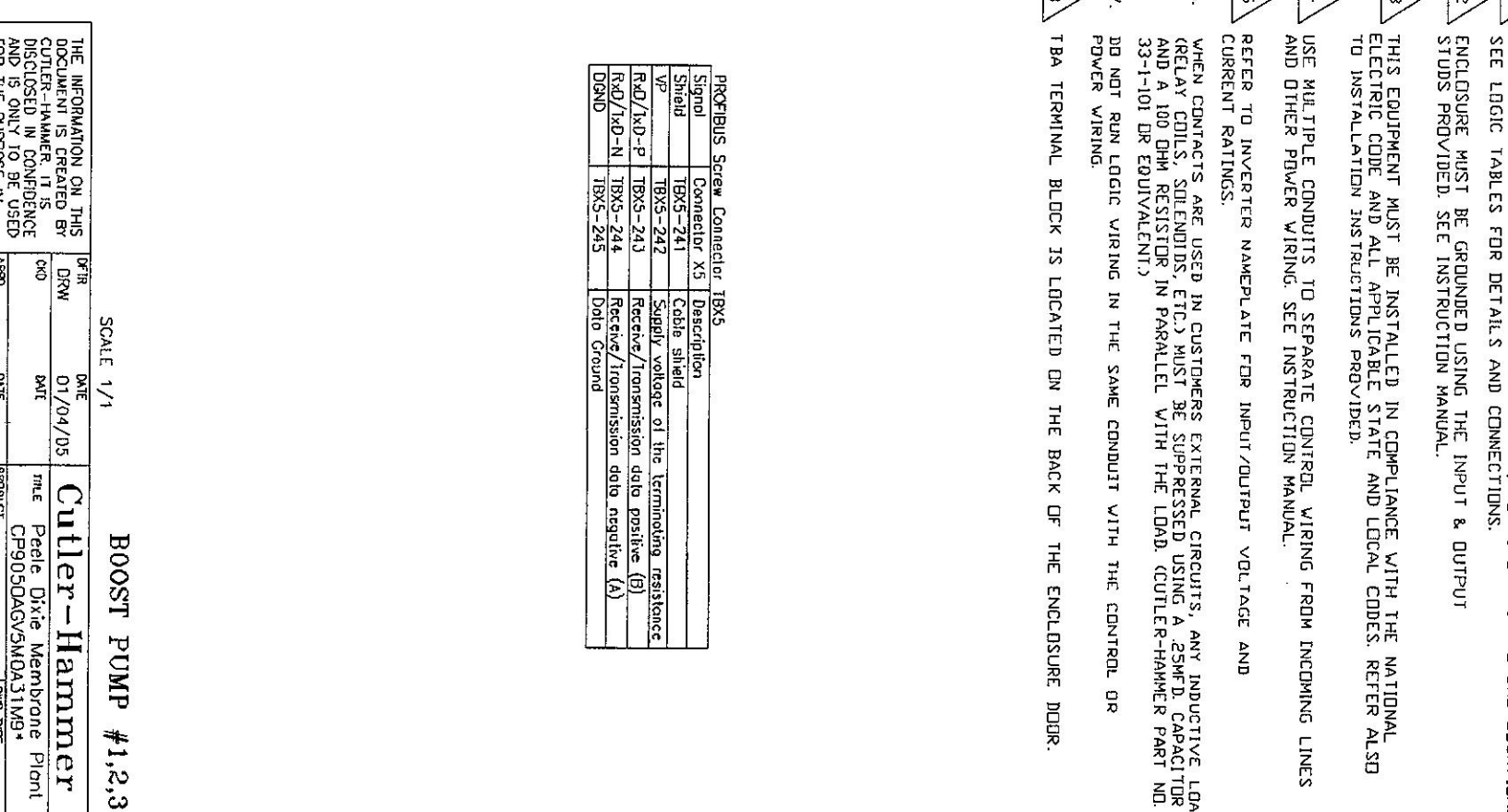
WARNING: COMMUNICATIONS REQUIRES THE MULTI-PURPOSE II APPLICATION CONFIGURATION.

DO NOT USE ANY OTHER APPLICATION CONFIGURATION.

SCALE 1/1

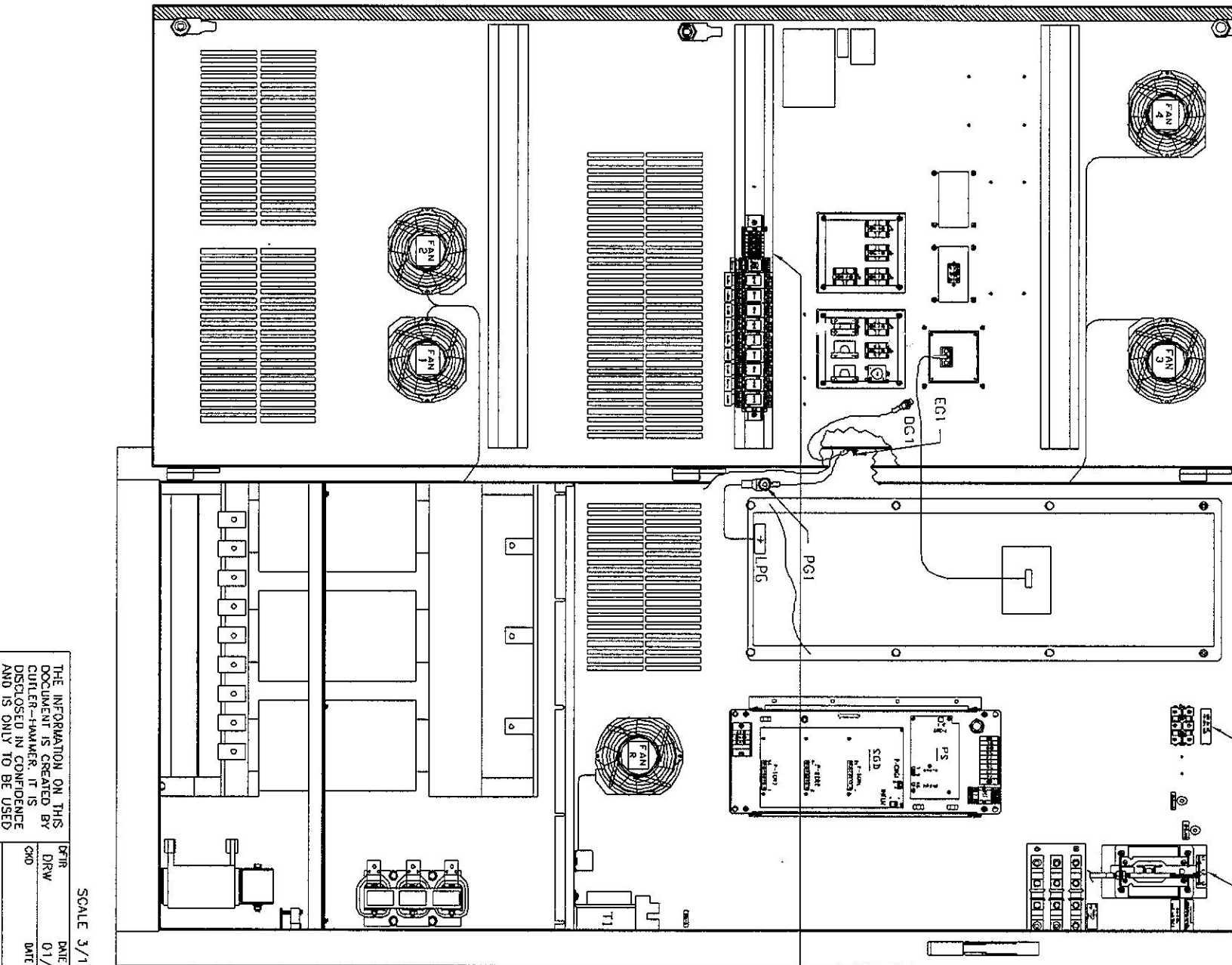
BOOST PUMP #1,2,3

THE INFORMATION ON THIS DOCUMENT IS CREATED BY CUTLER-HAMMER. IT IS DISCLOSED IN CONFERENCE AND IS ONLY TO BE USED	DATE	DATE	DATE
01/04/05	01/04/05	01/04/05	01/04/05
Cutler-Hammer	MILWAUKEE, WI		
CP9050ACV5MOA31M9*			



THE INFORMATION ON THIS DOCUMENT IS CREATED BY CUTLER-HAMMER. IT IS DISCLOSED IN CONFIDENCE AND IS ONLY TO BE USED FOR THE PURPOSES		REF	DATE	Cutler-Hammer MILWAUKEE, WI
		DRW	01/04/05	
QTY	UNIT	TITLE		
1.000	EA	Peele Dixie Membrane Plant CP9050ACV5M0A31M9*		
		DATE	PRODUCT	DESCRIPTION

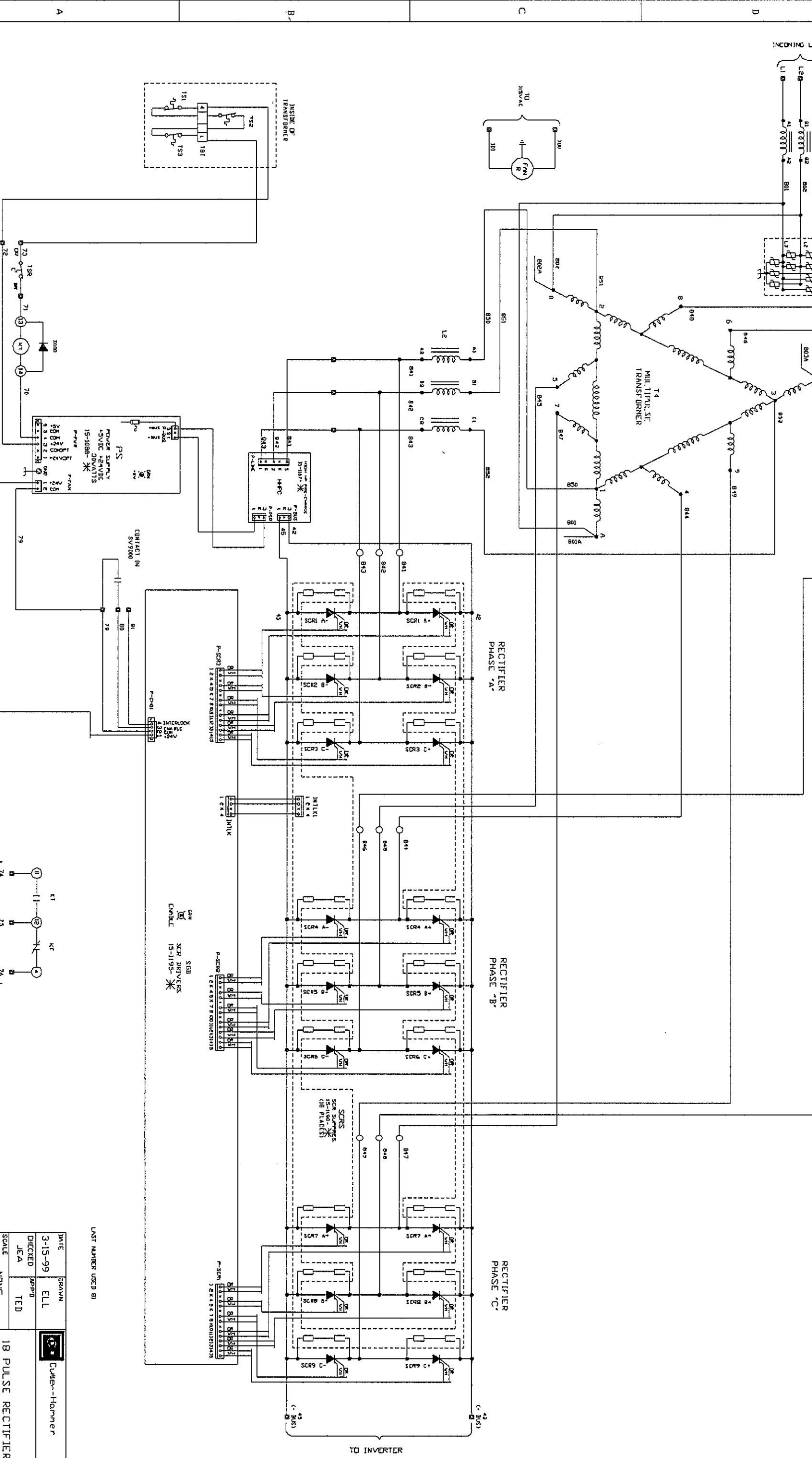
BOOST PUMP #1,2,3



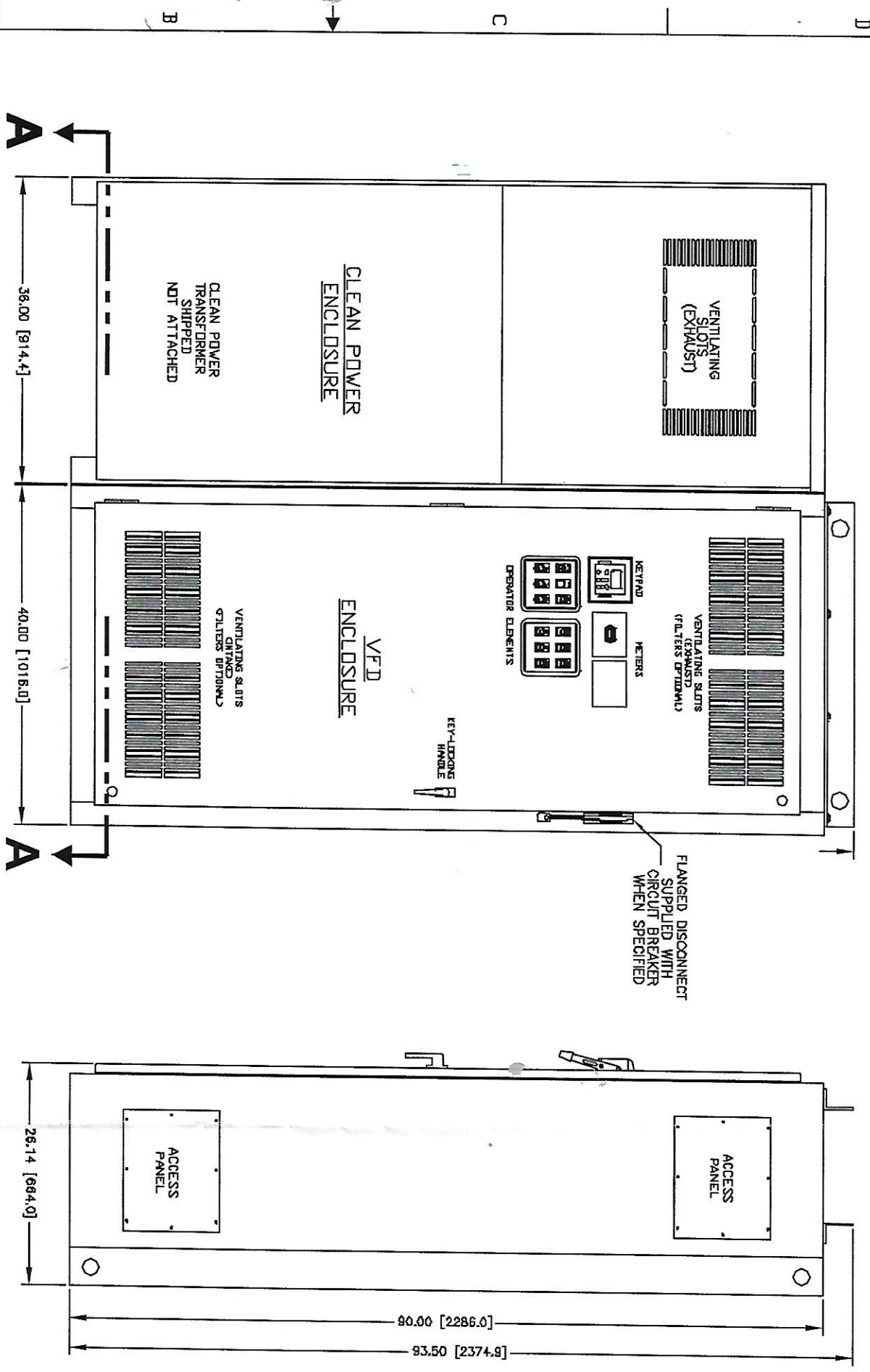
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DRW	DRW	DRW	DRW
CMD	CMD	CMD	CMD

BOOST PUMP #1,2,3

Cutler-Hammer MILWAUKEE, WI	
Peale Dixie Membrane Plant	
CP90SDAGV/MDA31M9*	

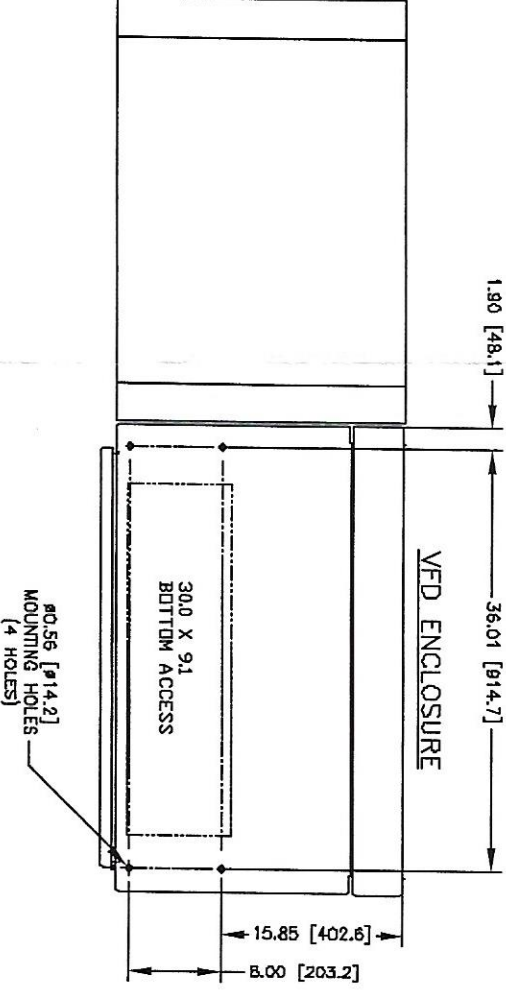
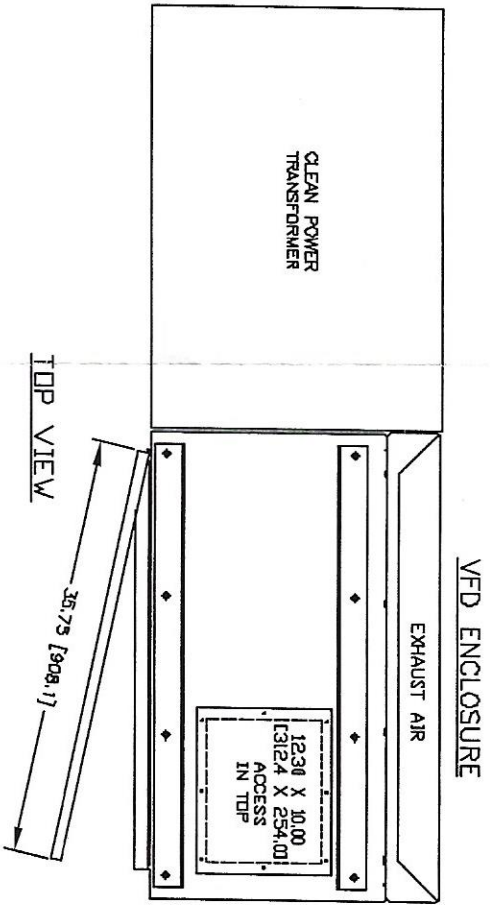


1	2
EASE	ENTRY



FINISH: ENCLOSURE - ANSI 61 (LIGHT) GRAY
 WEIGHTS: VFD ENCLOSURE 1000 LBS. [454] KG. - M8
 TRANSFORMER ENCLOSURE 1600 LBS. [726] KG. - M8

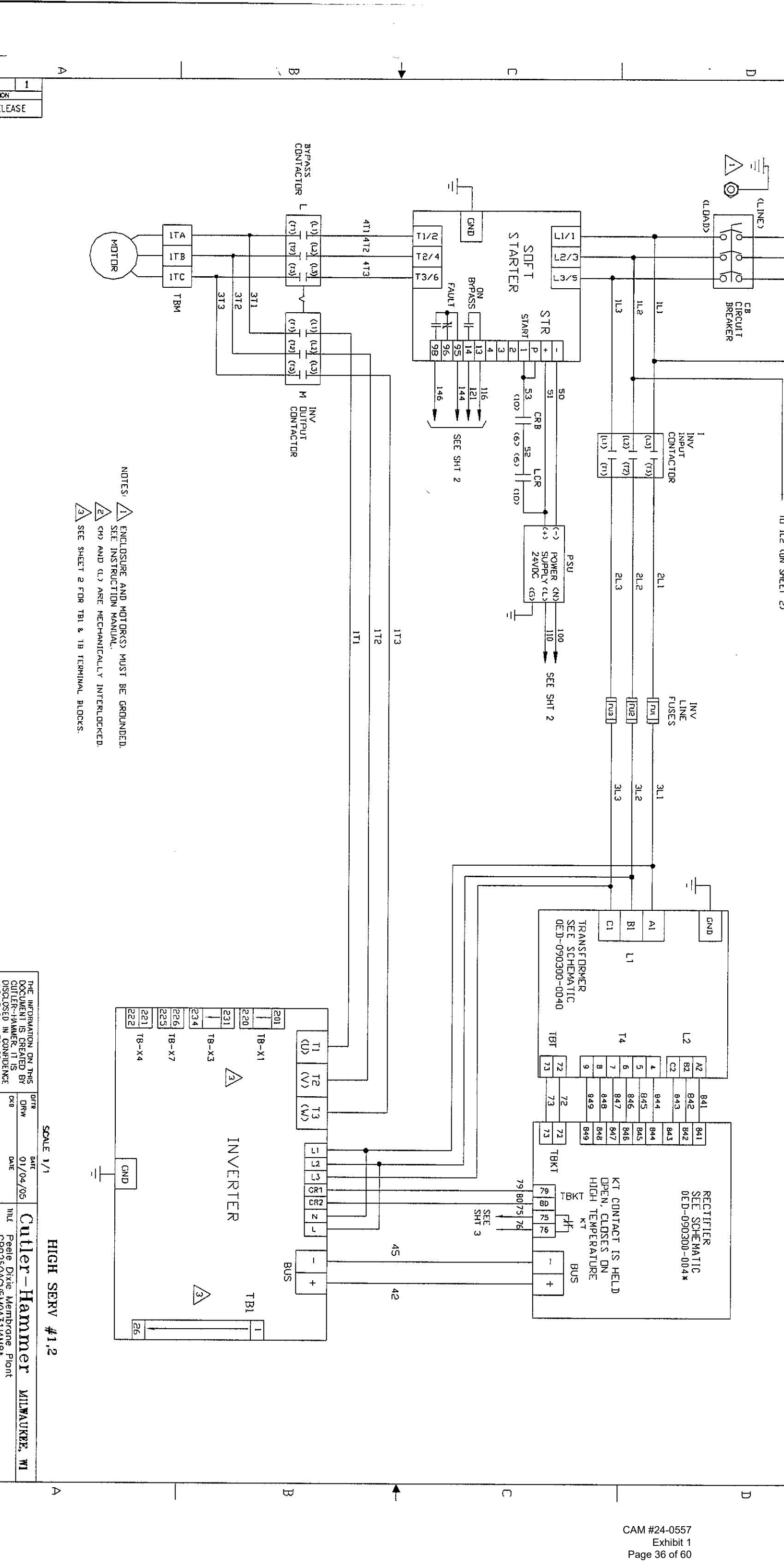
MATERIAL: ENCLOSURE 12GA. (.105) [2.67] CRS
 BACK PLATE 12GA. (.105) [2.67] CRS



SECTION A-A
 FLOOR ACCESS & MOUNTING DIMENSIONS

THE INFORMATION ON THIS DOCUMENT IS CREATED BY CUTLER-HAMMER. IT IS DISCLOSED IN CONFIDENCE	DATE 01/04/05	DATE 01/04/05	DATE 01/04/05
CUTLER-HAMMER MILWAUKEE, WI	DATE 01/04/05	DATE 01/04/05	DATE 01/04/05
CUTLER-HAMMER MILWAUKEE, WI	DATE 01/04/05	DATE 01/04/05	DATE 01/04/05

HIGH SERV #1,2



NOTES: 1 ENCLOSURE AND MOTOR(S) MUST BE GROUNDED.
2 SEE INSTRUCTION MANUAL.
3 CH AND (L) ARE MECHANICALLY INTERLOCKED.
4 SEE SHEET 2 FOR TBI & TB TERMINAL BLOCKS.

THE INFORMATION ON THIS DOCUMENT IS CREATED BY CUTLER-HAMMER. IT IS DISCLOSED IN CONFIDENCE.

DATE01/04/05

DATE

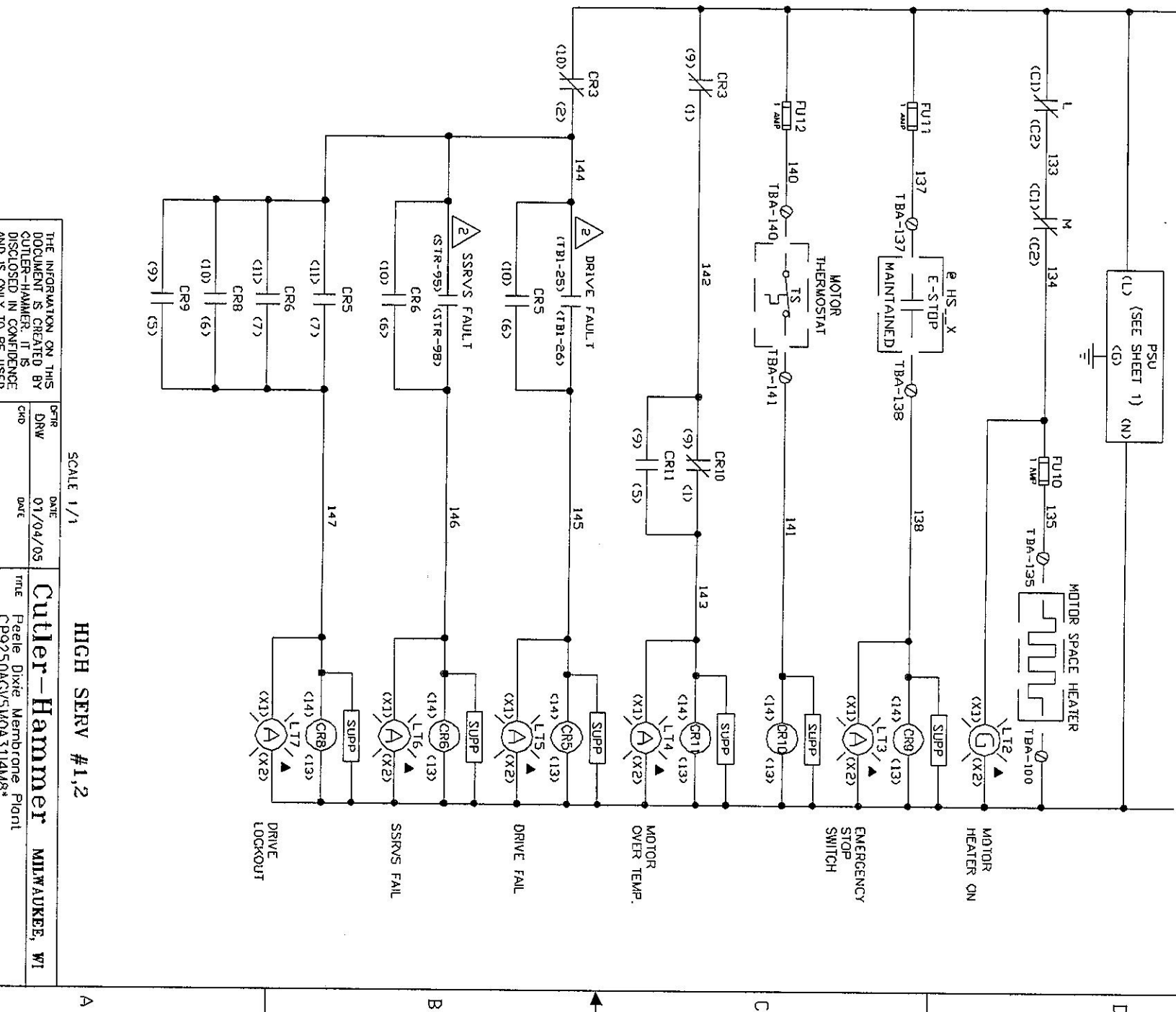
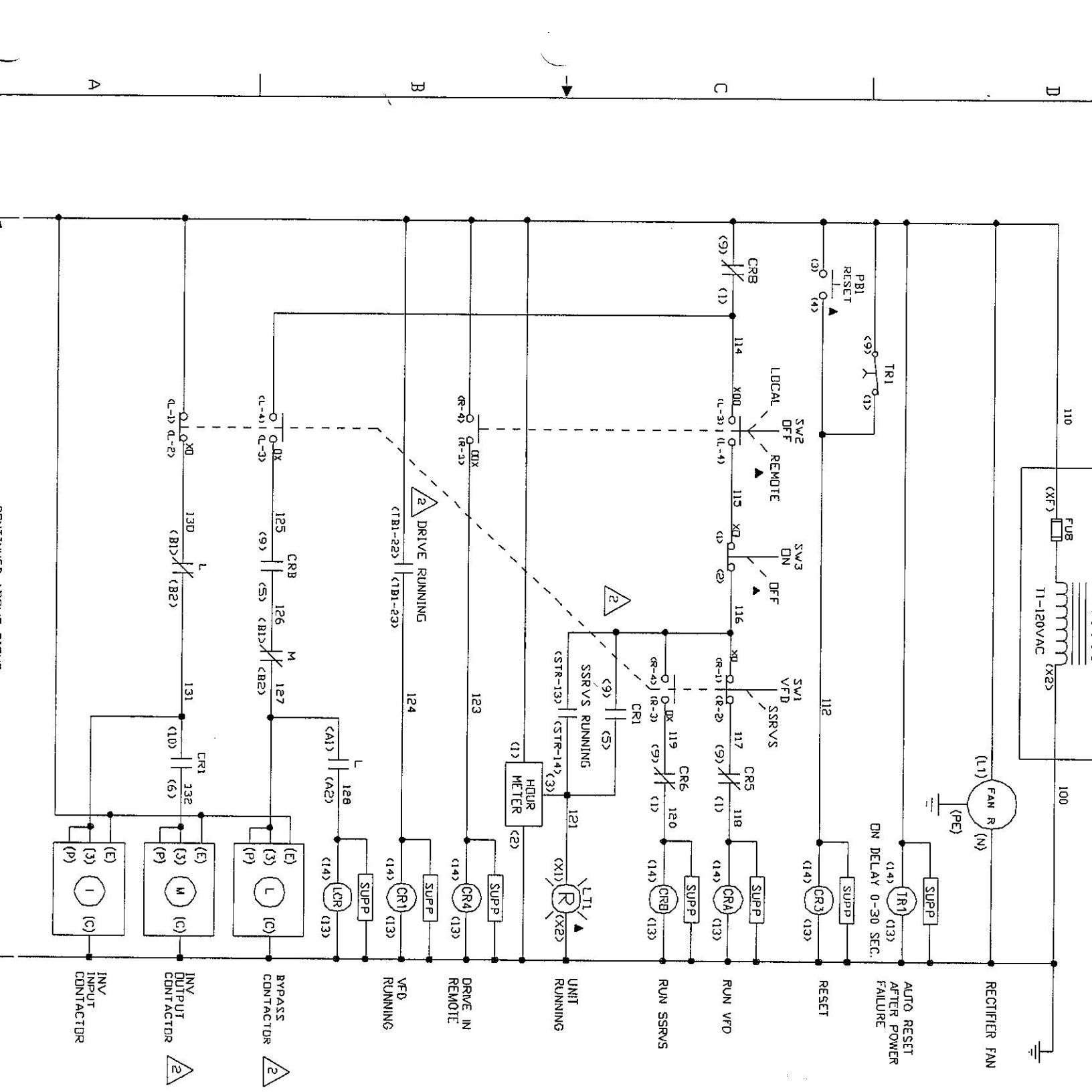
DATE

Cutler-Hammer

MILWAUKEE, WI

SCALE 1/1

HIGH SERV #1.2



THE INFORMATION ON THIS DOCUMENT IS CREATED BY CUTLER-HAMMER. IT IS DISCLOSED IN CONFIDENCE AND IS ONLY TO BE USED FOR THE PURPOSES SPECIFIED HEREIN.			
DATE	DATE	DATE	DATE
07/04/05	07/04/05	07/04/05	07/04/05
DRW	DRW	DRW	DRW
CRD	CRD	CRD	CRD
CUTLER-HAMMER MILWAUKEE, WI			
CP0250ACV5/M0A3114M84			

SCALE 1/1

HIGH SERV #1,2

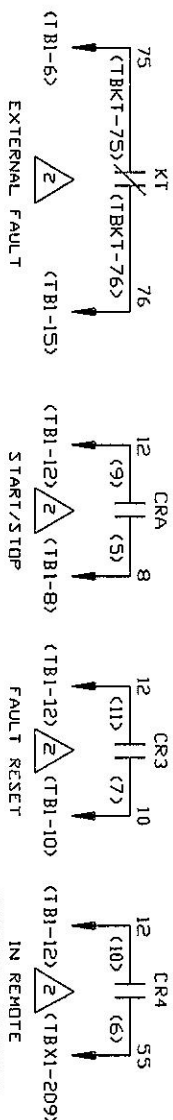
TBI	SIGNAL	DESCRIPTION
1	+10V _{REF}	REFERENCE OUTPUT VOLTAGE FOR A POTENTIOMETER, ETC.
2	V _{IN} + (PROGRAMMABLE)	FREQUENCY REFERENCE RANGE 0-10VDC
3	GND	I/O GROUND GROUND FOR REFERENCE AND CONTROLS
4	I _{IN} + I _{IN} -	ANALOG INPUT, CURRENT (PROGRAMMABLE) DEFAULT SETTING; NOT USED RANGE 4-20 mA
5		
6	+24V	CONTROL VOLTAGE OUTPUT VOLTAGE FOR SWITCHES, ETC. MAX. 0.1A
7	GND	I/O GROUND GROUND FOR REFERENCE AND CONTROLS
8	DIA1 (PROGRAMMABLE)	START/STOP CONTACT CLOSED = START CONTACT OPEN = STOP
9	DIA2 (PROGRAMMABLE)	REVERSE CONTACT CLOSED = REVERSE CONTACT OPEN = FORWARD
10	DIA3 (PROGRAMMABLE)	FAULT RESET CONTACT OPEN = NO ACTION CONTACT CLOSED = FAULT RESET
11	CMA (PROGRAMMABLE)	COMMON FOR DIA1-DIA3 CONNECT TO GND OR +24V
12	+24V	CONTROL VOLTAGE OUTPUT VOLTAGE FOR SWITCHES, (SAME AS #6)
13	GND	I/O GROUND GROUND FOR REFERENCE AND CONTROLS
14	DIB4 (PROGRAMMABLE)	JOGGING SPEED SELECT CONTACT OPEN = NO ACTION CONTACT CLOSED = JOGGING SPEED
15	DIB5 (PROGRAMMABLE)	EXTERNAL FAULT CONTACT OPEN = NO FAULT CONTACT CLOSED = FAULT
16	DIB6 (PROGRAMMABLE)	ACCEL./DECELER. TIME SELECT CONTACT OPEN = PAR. 1.3, 1.4 IN USE CONTACT CLOSED = PAR. 4.3, 4.4 IN USE
17	CMB	COMMON FOR DIB4-DIB6 CONNECT TO GND OR +24V
18	IDUT+ (PROGRAMMABLE)	OUTPUT FREQUENCY PROGRAMMABLE (PAR. 3.1) RANGE 4-20mA/RL MAX. 500 CHMS
19	IDUT- (PROGRAMMABLE)	ANALOG OUTPUT PROGRAMMABLE (PAR. 3.6) OPEN COLLECTOR, 1≤50 mA, U≤48 VDC
20	D01	DIGITAL OUTPUT READY PROGRAMMABLE (PAR. 3.7)
21	ROI	RELAY OUTPUT 1 RUN
22	ROI	
23	ROI	
24	ROI	RELAY OUTPUT 2
25	ROI	FAULT
26	ROI	PROGRAMMABLE (PAR. 3.8)

SEE THE SERIES 9000 DRIVES USER'S MANUAL / READY APPLICATION MANUAL.

 SEE THE OPTION BOARD USER'S MANUAL FOR COMMUNICATION INTERFACE DETAILS

9 SEE SHEET 2 FOR CONNECTIONS.

<SEE SCHEMATIC
 OED-0903DD-0040
 FDR KT RELAY>



- | | | |
|--------------|---------------------|--|
| I/O REGISTER | REMOTE START/STOP | ● REGISTER IS IN VFD FOR PROFIBUS COMMUNICATION TO PLANT PLC SYSTEM. COORDINATE WITH DIVISION 17 |
| I/O REGISTER | REMOTE SPEED CONTRL | |
| I/O REGISTER | SPEED OUTPUT | |
| I/O REGISTER | DRIVE IN REMOTE | ▲ MOUNT ON FRONT OF VFD. |

Terminal	SIGNAL	DESCRIPTION
206 +24V	CONTROL VOLTAGE OUTPUT	VOLTAGE FOR SWITCHES, ETC. MAX. 50mA
207 GND	I/O GROUND	GROUND FOR REFERENCE AND CONTROLS
208 COME	COMMON FOR DIE1-DIE4	CONTACT TO GND OR +24V
209 DIE1	PROGRAMMABLE: EXTERNAL FAULT (CLOSING CONTACT)	CONTACT OPEN = NO FAULT CONTACT CLOSED = FAULT
	OR	
	SELECT ACTIVE CONTROL SOURCE	CONTACT OPEN = SV5000 I/O TERMINAL CONTACT CLOSED = FIELD BUS
210 DIE2	RUN DISABLE CONTACT	CONTACT OPEN = START OF MOTOR ENABLED CONTACT CLOSED = START OF MOTOR DISABLED
211 DIE3	ACCEL/DECEL TIME SELECTION	CONTACT OPEN = TIME 1 SELECTED CONTACT CLOSED = TIME 2 SELECTED
212 DIE4	JOGGING SPEED SELECTION	CONTACT OPEN = NO ACTION CONTACT CLOSED = JOGGING SPEED
213	NOT USED	
214 DIE6A+	PULSE INPUT A	
215 DIE6A-	(DIFFERENTIAL INPUT)	
216 DIE7B+	PULSE INPUT B	90 DEGREE PHASE SHIFT COMPARED TO PULSE INPUT A
217 DIE7B-	(DIFFERENTIAL INPUT)	
218 DOE1	ENCODER DIRECTION OUTPUT	
219 DOE2	ENCODER DIVIDER 1/64 OUTPUT	
220	NOT USED	
221 TI+	THERMISTOR INPUT	REMOVE JUMPER IF INPUT IS USED
222 TI-		
225 R04/1	☒ RELAY OUTPUT 4 - FAULT	CONTACTS RATED @ < 8A/24VDC, < 0.4A/300VDC, 8A/250VAC; CONTINUOUSLY < 2A RMS
226 R04/2		
231 DOE3	OPEN COLLECTOR OUTPUT 3	READY
232 GND	I/O GROUND	GROUND FOR REFERENCE AND CONTROLS
233 DOE4	OPEN COLLECTOR OUTPUT 4	
234 GND	I/O GROUND	GROUND FOR REFERENCE AND CONTROLS

WARNING: COMMUNICATIONS REQUIRES THE MULTI-PURPOSE II APPLICATION CONFIGURATION.
DO NOT USE ANY OTHER APPLICATION CONFIGURATION.

SCALE 1/1

HIGH SERV #1,2

THE INFORMATION ON THIS DOCUMENT IS CREATED BY CUTLER-HAMMER. IT IS DISCLOSED IN CONFIDENCE AND IS ONLY TO BE LISTED	DATE 01/04/05	Cutler-Hammer
OFFR DRW		MILWAUKEE, WI
CNO	DATE	TITLE
		Peel Dixie Membrane Plant CP92506AV5M0A5114M8*

INCOMING POWER

1 TERMINAL BLOCKS LOCATED ON LOGIC BOARDS, NOT SHOWN IN ACTUAL LOCATION. SEE LOGIC TABLES FOR DETAILS AND CONNECTIONS.

2 ENCLOSURE MUST BE GROUNDED USING THE INPUT & OUTPUT STUDS PROVIDED. SEE INSTRUCTION MANUAL.

3 THIS EQUIPMENT MUST BE INSTALLED IN COMPLIANCE WITH THE NATIONAL ELECTRIC CODE AND ALL APPLICABLE STATE AND LOCAL CODES. REFER ALSO TO INSTALLATION INSTRUCTIONS PROVIDED.

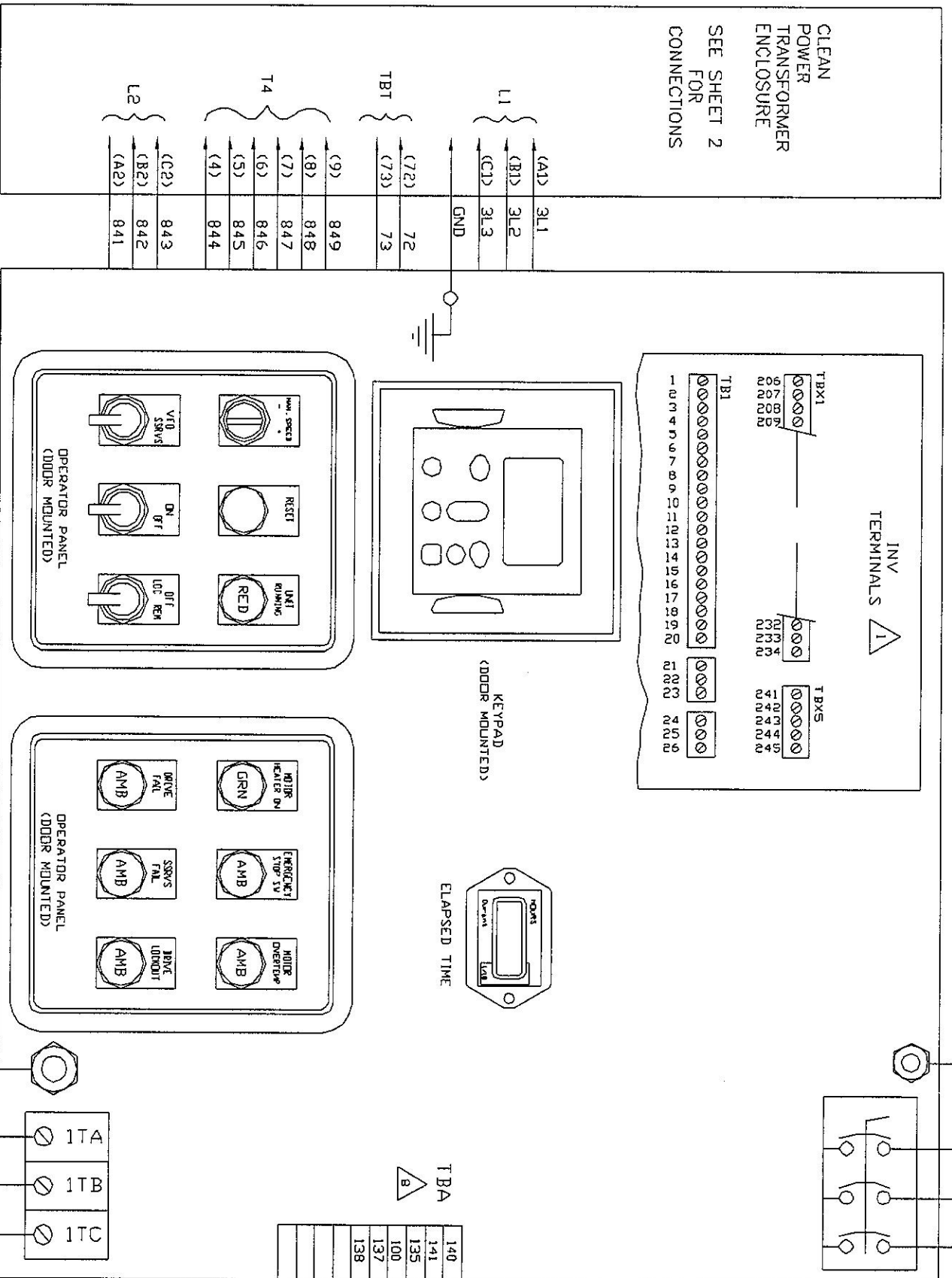
4 USE MULTIPLE CONDUITS TO SEPARATE CONTROL WIRING FROM INCOMING LINES AND OTHER POWER WIRING. SEE INSTRUCTION MANUAL.

5 REFER TO INVERTER NAMEPLATE FOR INPUT/OUTPUT VOLTAGE AND CURRENT RATINGS.

6 WHEN CONTACTS ARE USED IN CUSTOMERS EXTERNAL CIRCUITS, ANY INDUCTIVE LOADS (RELAY COILS, SOLENOIDS, ETC.) MUST BE SUPPRESSED USING A .25MFD. CAPACITOR AND A 100 OHM RESISTOR IN PARALLEL WITH THE LOAD. (CUTLER-HAMMER PART NO. 33-1-101 OR EQUIVALENT.)

7. DO NOT RUN LOGIC WIRING IN THE SAME CONDUIT WITH THE CONTROL OR POWER WIRING.

8 TBA TERMINAL BLOCK IS LOCATED ON THE BACK OF THE ENCLOSURE DOOR.



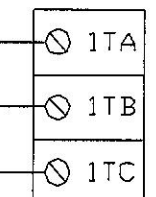
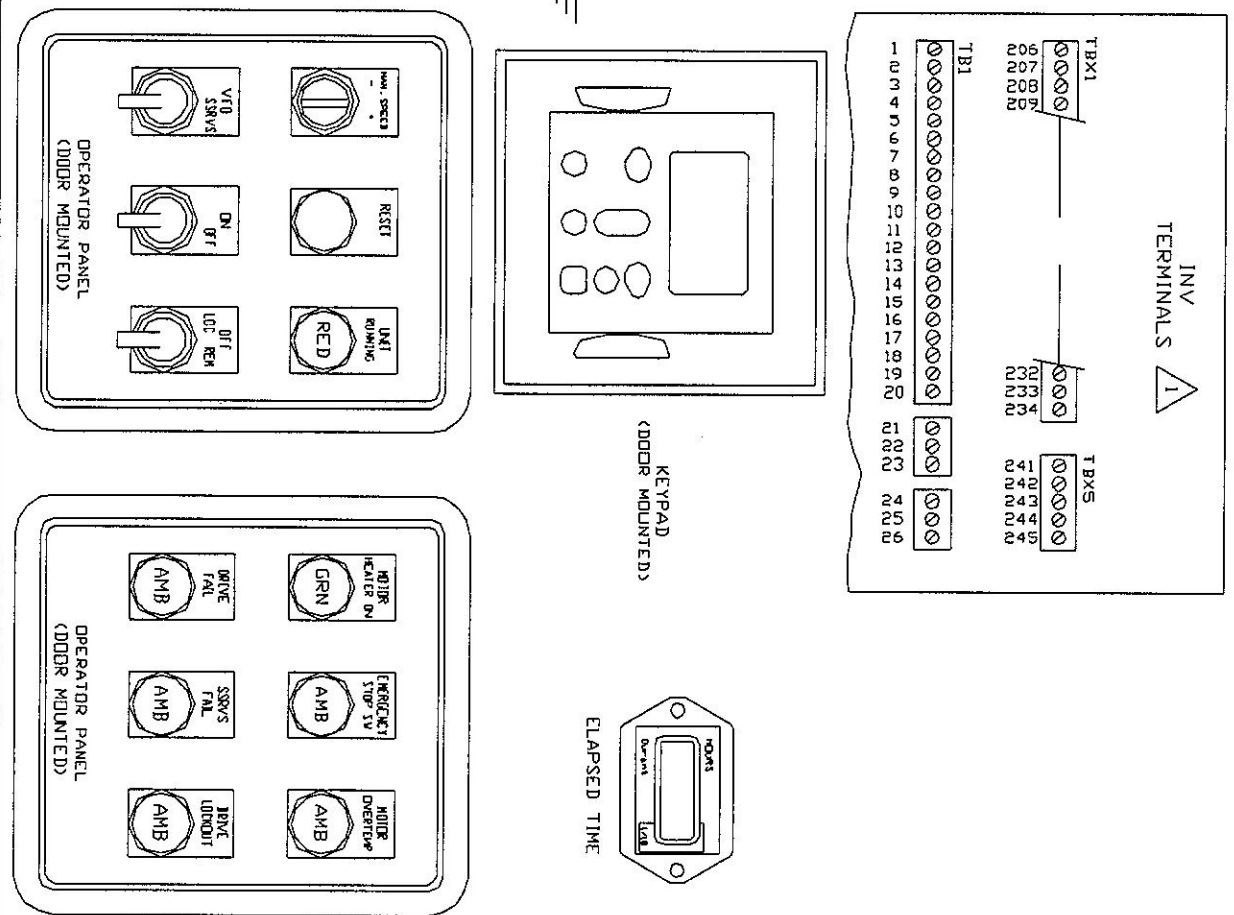
TBM
MOTOR LEADS
TERMINAL BLOCK

TBA
MOTOR THERMOSTAT
MOTOR SPACE HEATER
E-STOP
SPARES

PROFIBUS Screw Connector TBX5			
Signal	Connector X5	Description	
Shield	TBX5-241	Cable shield	
VP	TBX5-242	Supply voltage of the terminating resistance	
RxD/TxD-P	TBX5-243	Receive/Transmission data positive (B)	
RxD/TxD-N	TBX5-244	Receive/Transmission data negative (A)	
DGND	TBX5-245	Data Ground	

CLEAN
POWER
TRANSFORMER
ENCLOSURE
SEE SHEET 2
FOR
CONNECTIONS

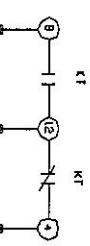
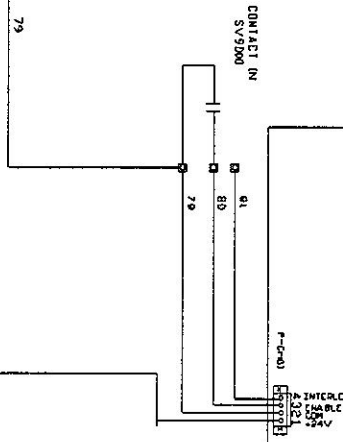
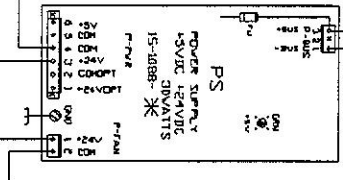
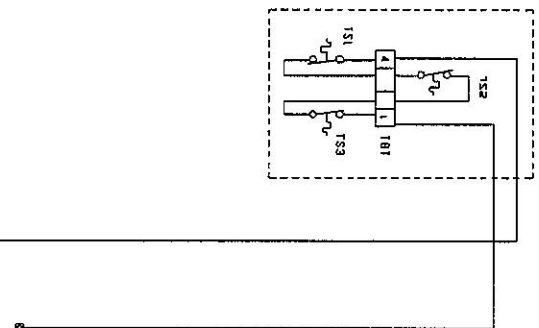
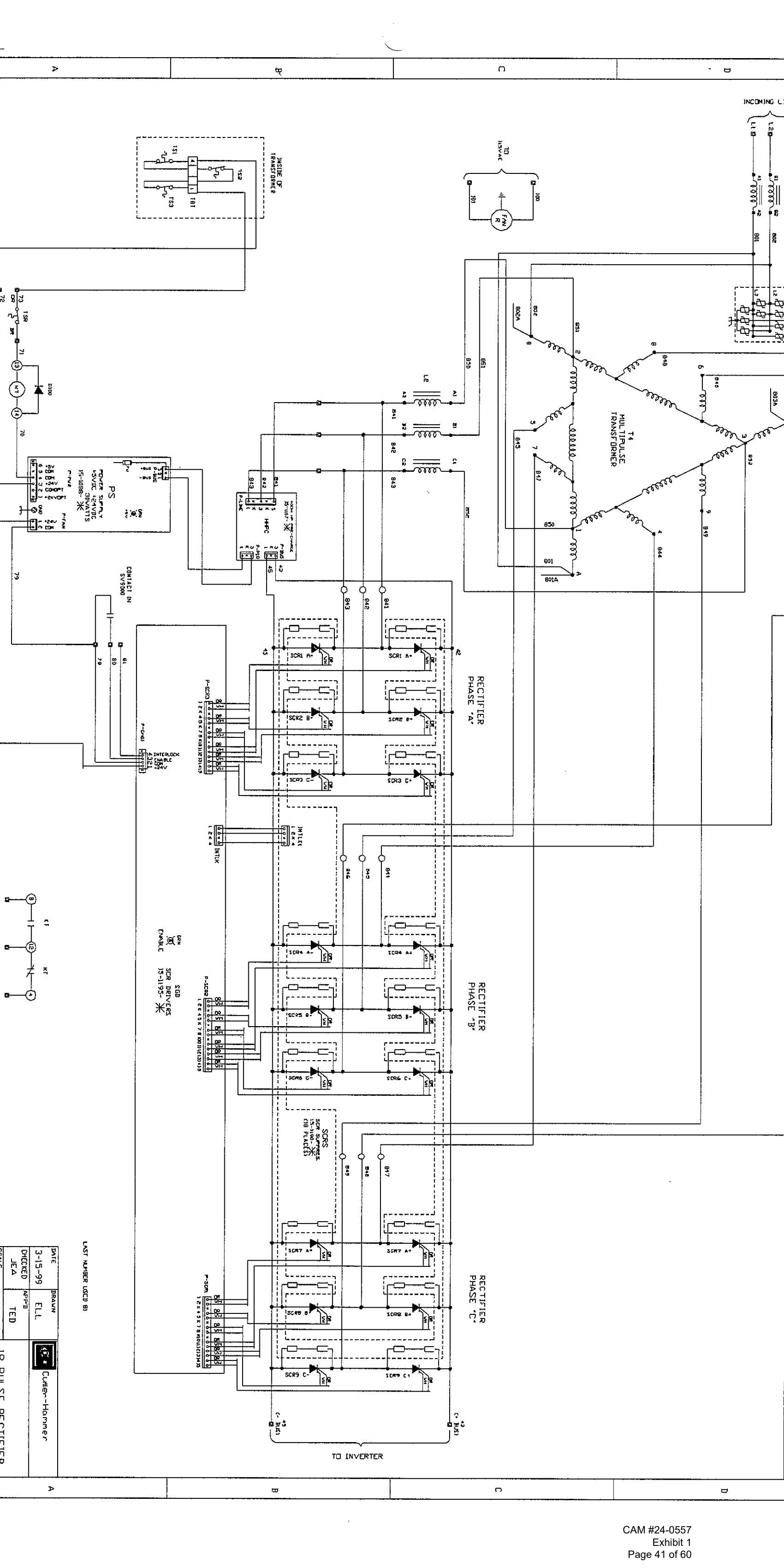
- L1 { (A1) 3L1
(B1) 3L2
(C1) 3L3
GND
- TBT { (72) 72
(73) 73
- T4 { (9) 849
(8) 848
(7) 847
(6) 846
(5) 845
(4) 844
- L2 { (C2) 843
(B2) 842
(A2) 841



SCALE 1/1

HIGH SERV #1,2

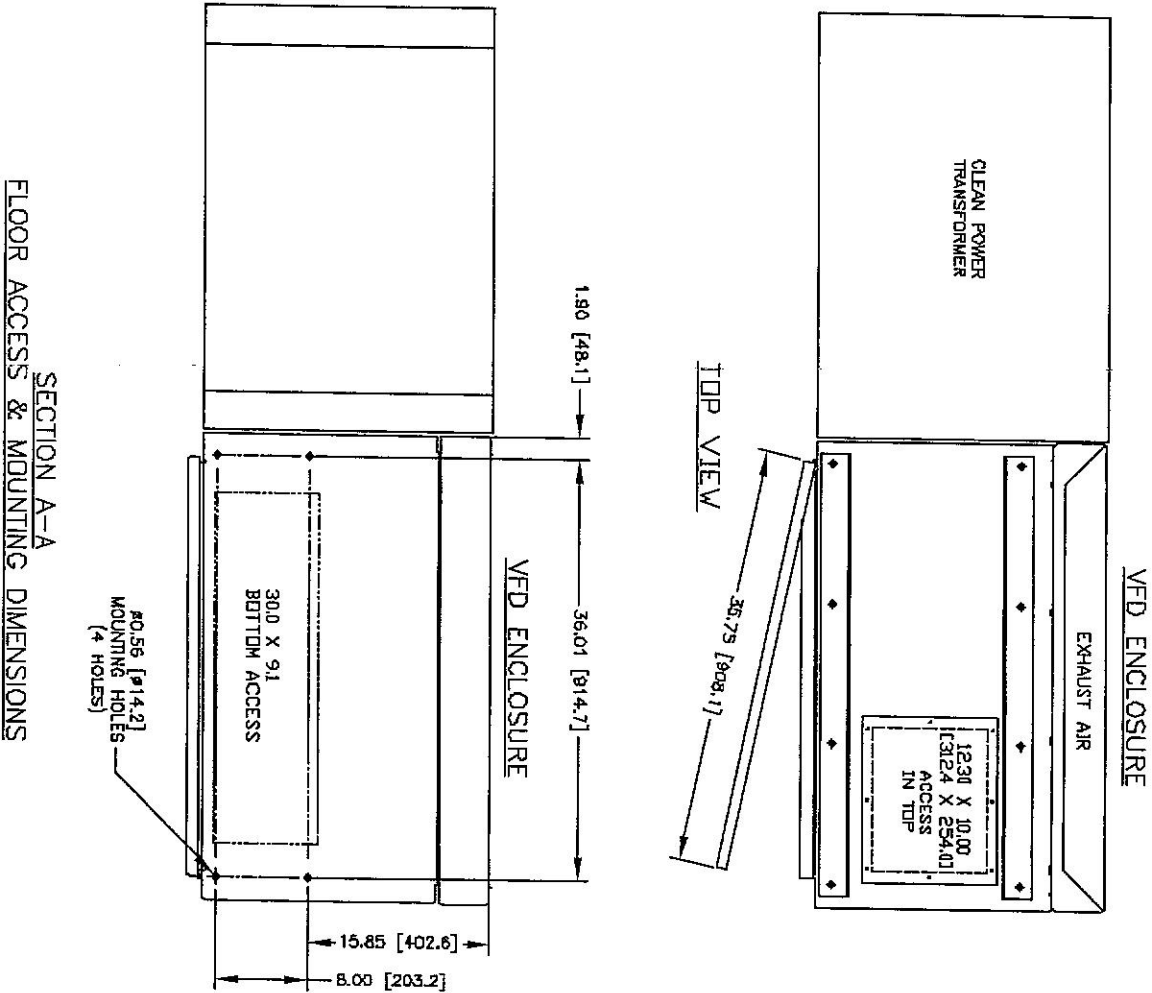
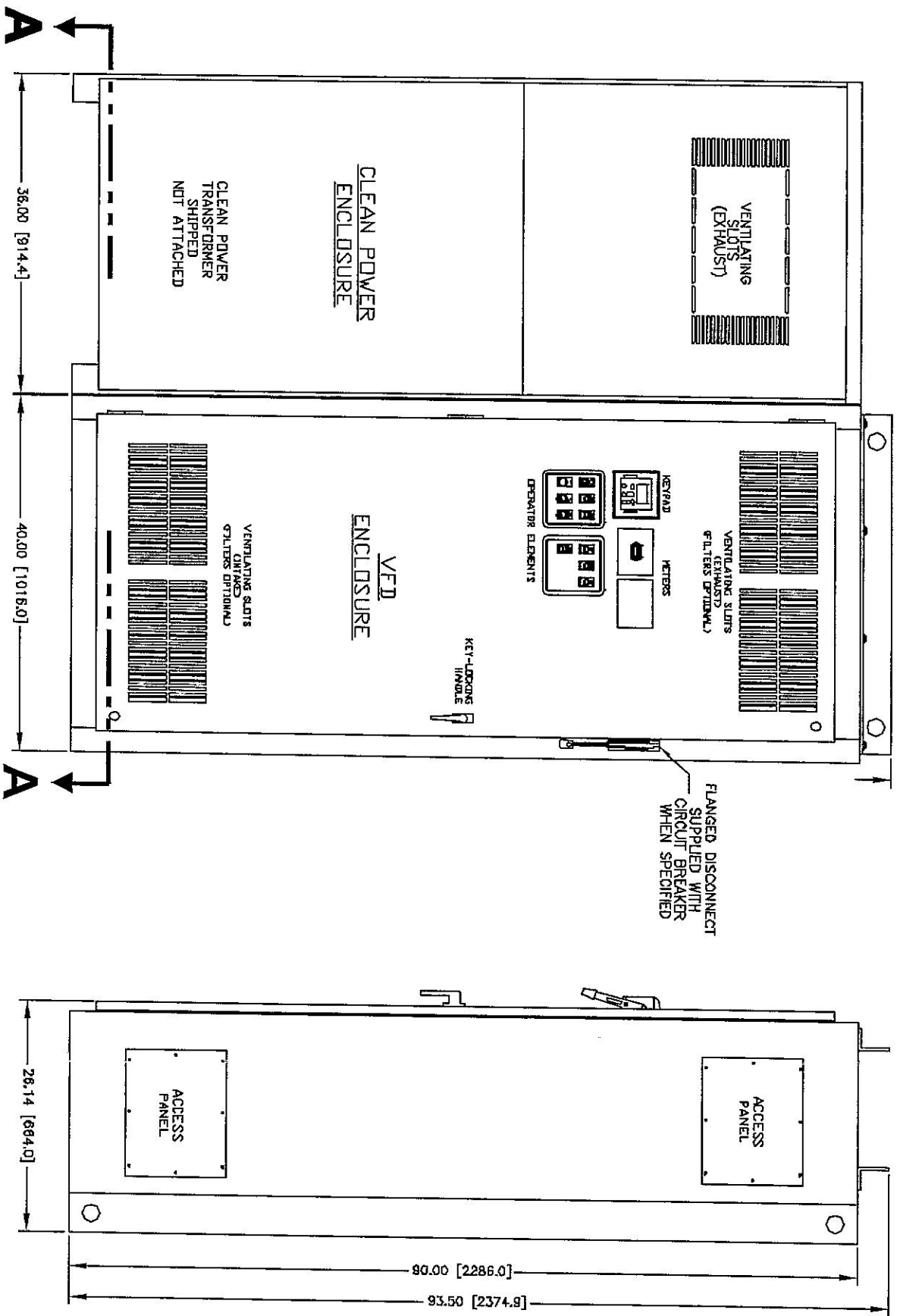




DATE	DRAWN	3-15-99	ELL
CHECKED	APP'D	JEA	TED

10. DULIST RECTIFIER

1	ON
2	LEASE
3	ON
4	ENTRY



FINISH: ENCLOSURE - ANSI 61 (LIGHT) GRAY

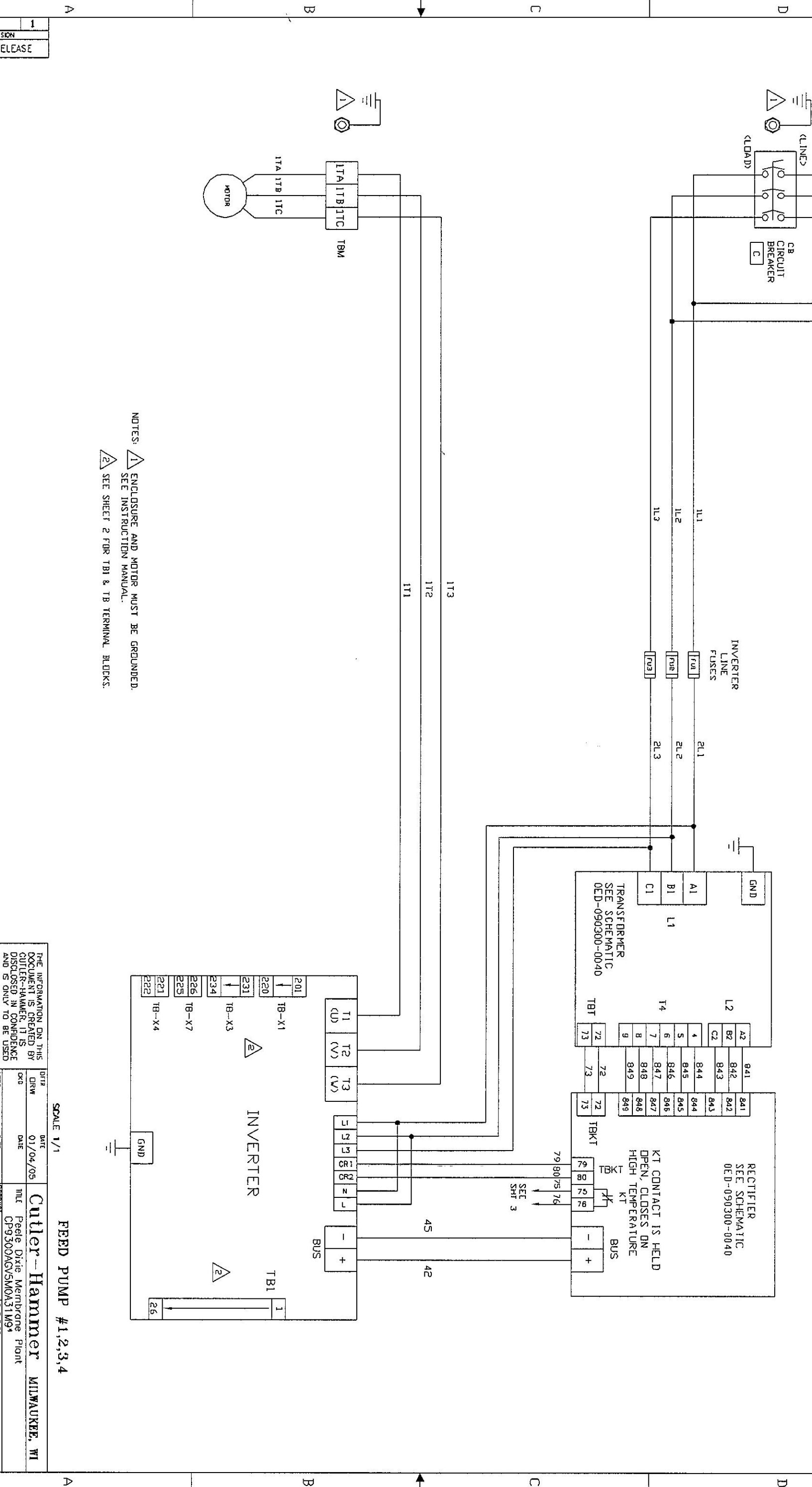
WEIGHTS: VFD ENCLOSURE 1100 LBS. [500] KG. - M9

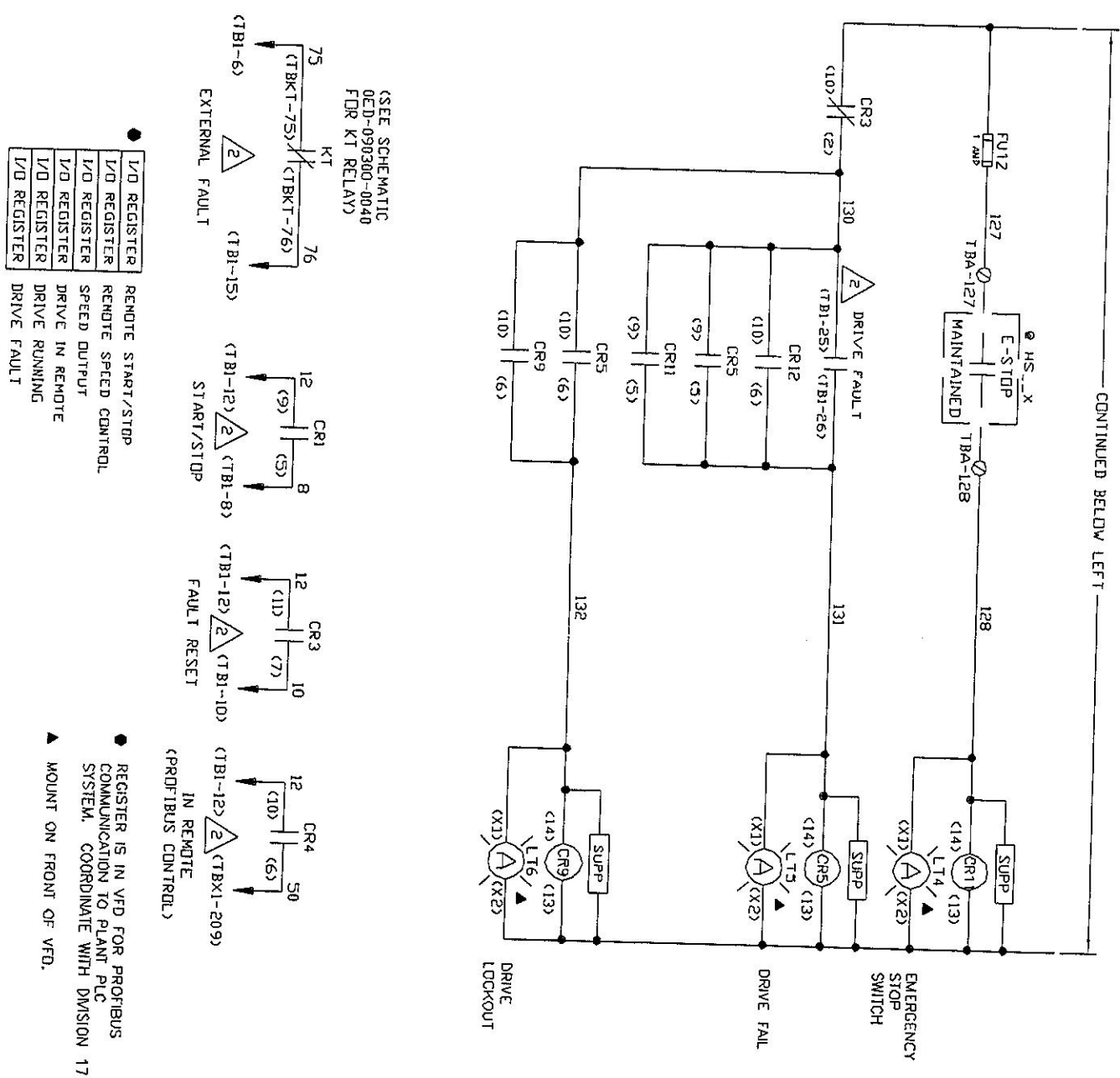
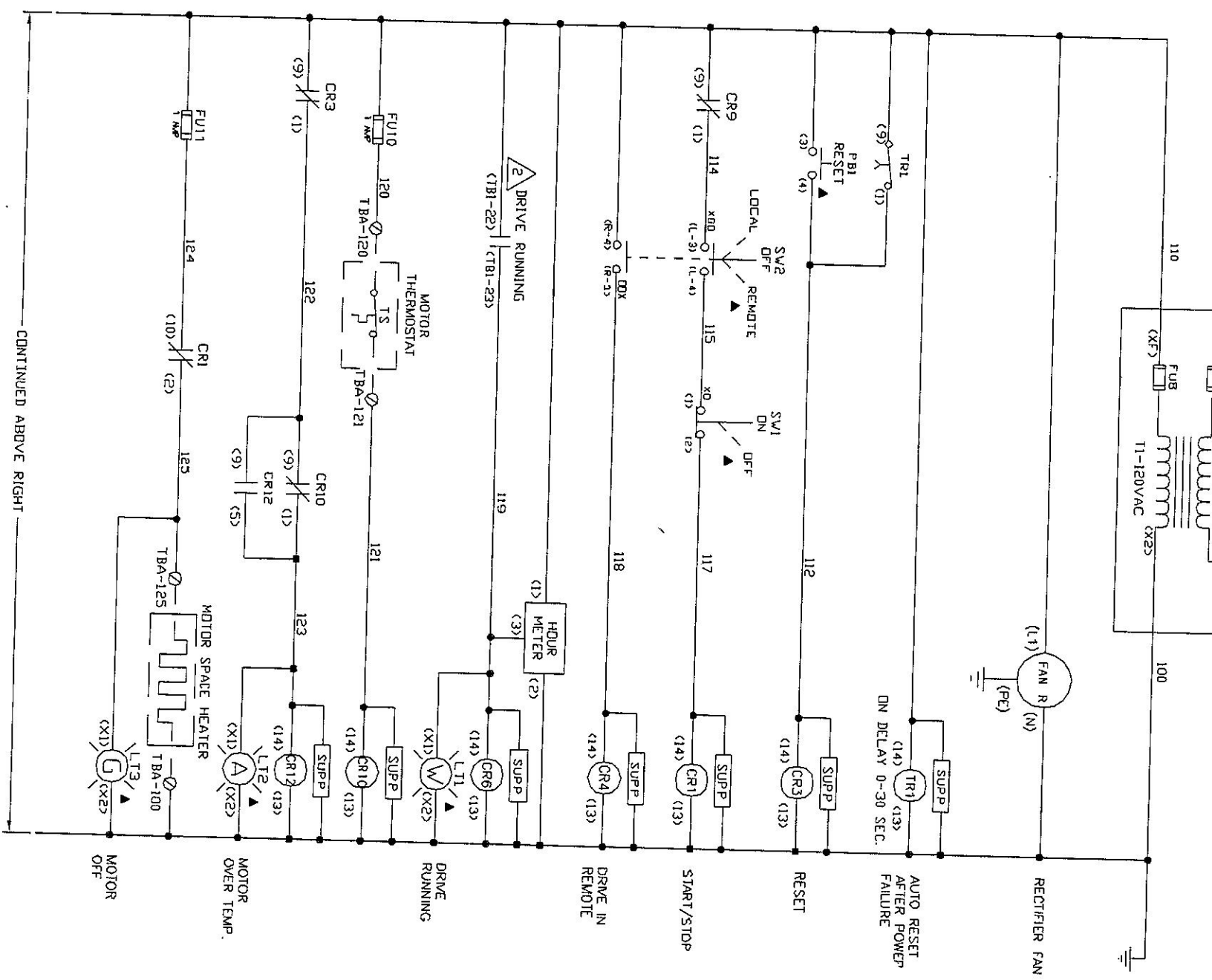
TRANSFORMER ENCLOSURE 2800 LBS. [1270] KG. - M8

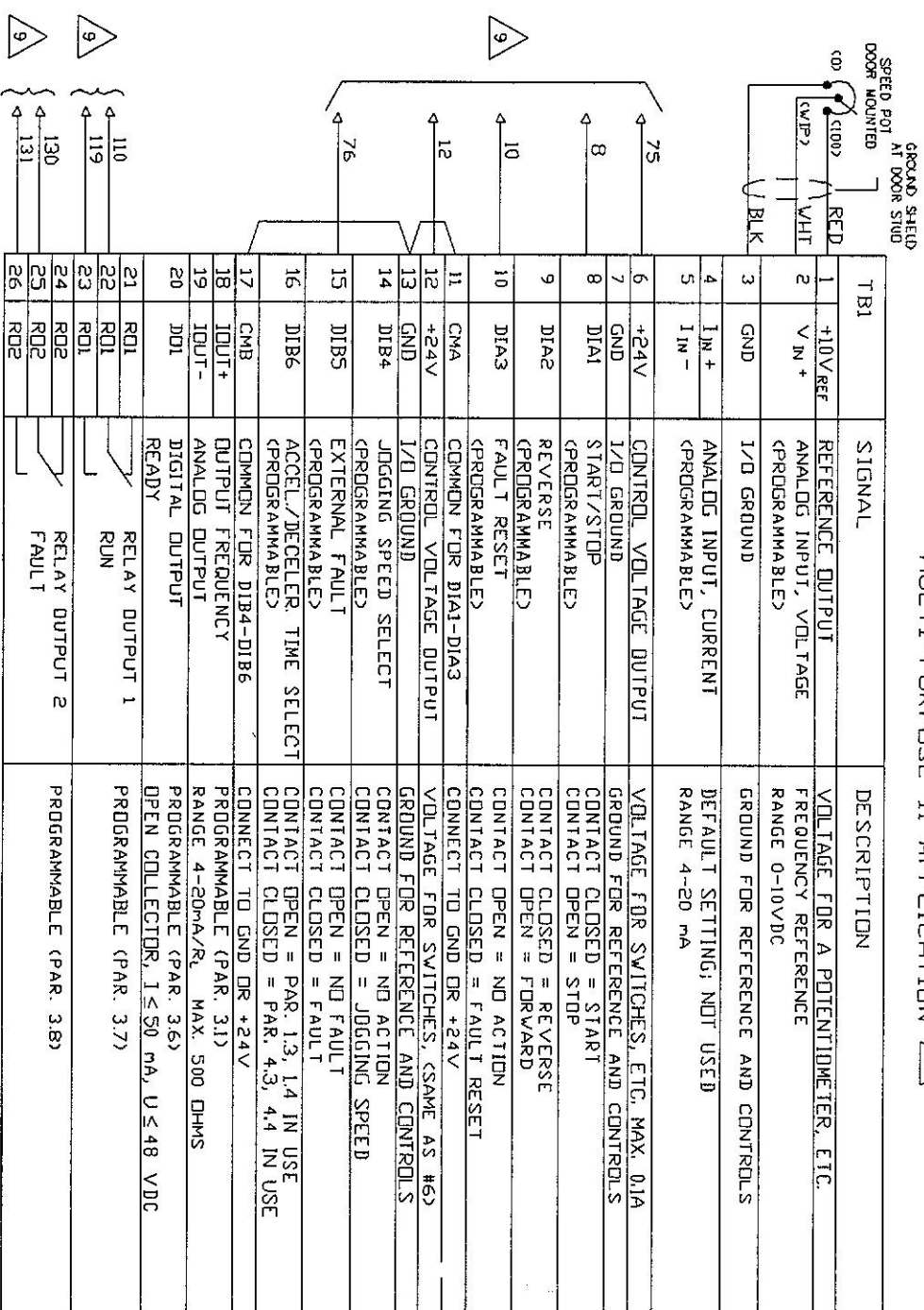
MATERIAL: ENCLOSURE 12GA. (.105) [2.67] CRS

BACK PLATE 12GA. (.105) [2.67] CRS

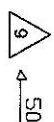
THE INFORMATION ON THIS DOCUMENT IS CREATED BY CUTLER-HAMMER. IT IS DISCLOSED IN CONFIDENCE				DATE		TITLE	
CUTLER-HAMMER				DATE		TITLE	
CUTLER-HAMMER				DATE		TITLE	
CUTLER-HAMMER				DATE		TITLE	







- 7 SEE THE OPTION BOARD USER'S MANUAL FOR COMMUNICATION INTERFACE DETAILS.
- 8 SEE THE SERIES 9000 DRIVES USER'S MANUAL / READY APPLICATION MANUAL.
- 9 SEE SHEET 2 FOR CONNECTIONS.



Terminal	SIGNAL	DESCRIPTION
206	+24V	VOLTAGE FOR SWITCHES, ETC. MAX. 50mA
207	GND	GROUND FOR REFERENCE AND CONTROLS
208	COME	CONTACT TO GND OR +24V
209	DIE1	CONTACT OPEN = NO FAULT CONTACT CLOSED = FAULT
		PROGRAMMABLE: EXTERNAL FAULT (CLOSING CONTACT)
		OR
	SELECT ACTIVE CONTROL SOURCE	CONTACT OPEN = SV9000 I/O TERMINAL CONTACT CLOSED = FIELD BUS
210	DIE2	CONTACT OPEN = START OF MOTOR ENABLED CONTACT CLOSED = START OF MOTOR DISABLED
211	DIE3	CONTACT OPEN = TIME 1 SELECTED CONTACT CLOSED = TIME 2 SELECTED
212	DIE4	CONTACT OPEN = NO ACTION CONTACT CLOSED = JOGGING SPEED
213		
214	DIE6A+	PULSE INPUT A
215	DIE6A-	(DIFFERENTIAL INPUT)
216	DIE7B+	PULSE INPUT B
217	DIE7B-	(DIFFERENTIAL INPUT)
218	DOE1	90 DEGREE PHASE SHIFT COMPARED TO PULSE INPUT A
219	DOE2	ENCODER DIRECTION OUTPUT ENCODER DIVIDER 1/64 OUTPUT
220		NOT USED
221	T1+	
222	T1-	REMOVE JUMPER IF INPUT IS USED
225	RO4/1	
226	RO4/2	CONTACTS RATED @ < 8A/24VDC, < 0.4A/300V DC, 8A/250VAC; CONTINUOUSLY < 2A RMS
231	DOE3	READY
232	GND	GROUND FOR REFERENCE AND CONTROLS
233	DOE4	RUN
234	GND	GROUND FOR REFERENCE AND CONTROLS

WARNING: COMMUNICATIONS REQUIRES THE MULTI-PURPOSE II APPLICATION CONFIGURATION.

DO NOT USE ANY OTHER APPLICATION CONFIGURATION.

SCALE 1/1

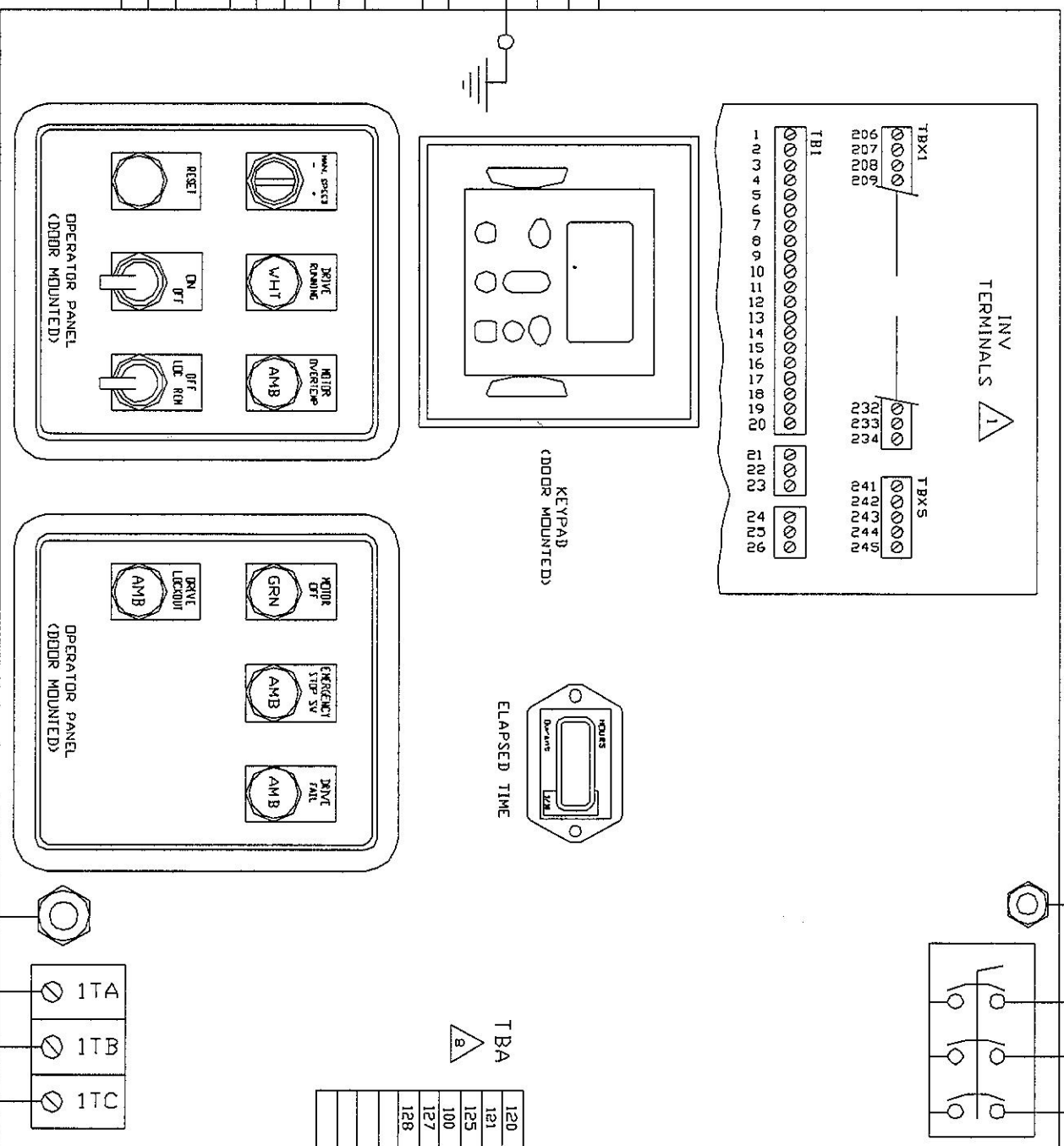
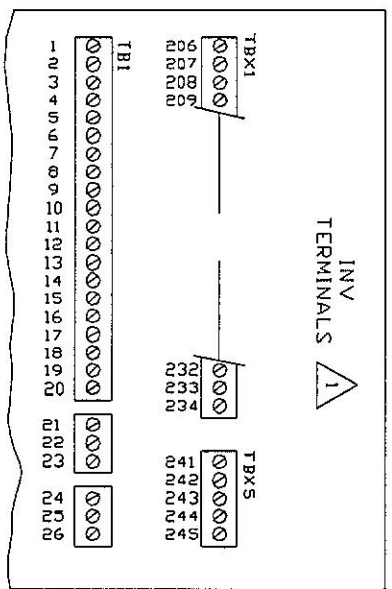
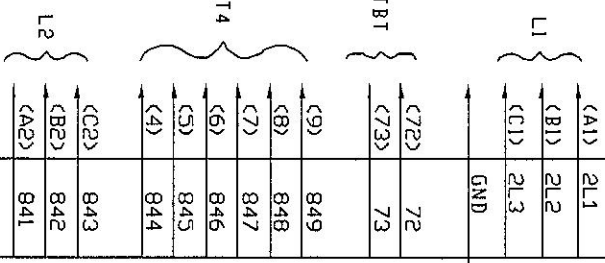
FEED PUMP #1,2,3,4

THE INFORMATION ON THIS DOCUMENT IS CREATED BY CUTLER-HAMMER. IT IS DISCLOSED IN CONFIDENCE	<table border="1"> <tr> <td>DFR</td> <td>DATE</td> </tr> <tr> <td>DRW</td> <td>01/04/05</td> </tr> <tr> <td>CAD</td> <td>DATE</td> </tr> </table>	DFR	DATE	DRW	01/04/05	CAD	DATE	<table border="1"> <tr> <td>Cutler-Hammer</td> <td>MILWAUKEE, WI</td> </tr> <tr> <td>Peele Dixie Membrane Plant</td> <td></td> </tr> <tr> <td>ADDRESS: 4000 W. WISCONSIN</td> <td></td> </tr> </table>	Cutler-Hammer	MILWAUKEE, WI	Peele Dixie Membrane Plant		ADDRESS: 4000 W. WISCONSIN	
DFR	DATE													
DRW	01/04/05													
CAD	DATE													
Cutler-Hammer	MILWAUKEE, WI													
Peele Dixie Membrane Plant														
ADDRESS: 4000 W. WISCONSIN														

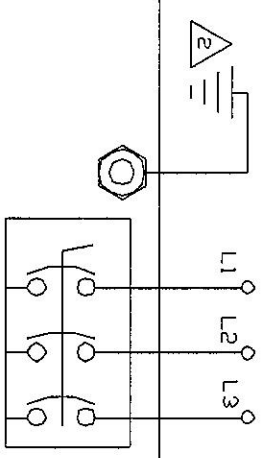
D

CLEAN
POWER
TRANSFORMER
ENCLOSURE

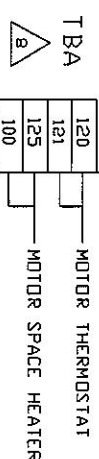
SEE SHEET 2
FOR
CONNECTIONS



INCOMING POWER



CIRCUIT
BREAKER



TBM
MOTOR LEADS
TERMINAL BLOCK

- SEE LOGIC TABLES FOR DETAILS AND CONNECTIONS.
- ENCLOSURE MUST BE GROUNDED USING THE INPUT & OUTPUT STUDS PROVIDED. SEE INSTRUCTION MANUAL.
- THIS EQUIPMENT MUST BE INSTALLED IN COMPLIANCE WITH THE NATIONAL ELECTRIC CODE AND ALL APPLICABLE STATE AND LOCAL CODES. REFER ALSO TO INSTALLATION INSTRUCTIONS PROVIDED.
- USE MULTIPLE CONDUITS TO SEPARATE CONTROL WIRING FROM INCOMING LINES AND OTHER POWER WIRING. SEE INSTRUCTION MANUAL.
- REFER TO INVERTER NAMEPLATE FOR INPUT/OUTPUT VOLTAGE AND CURRENT RATINGS.
- WHEN CONTACTS ARE USED IN CUSTOMERS EXTERNAL CIRCUITS, ANY INDUCTIVE LOADS (RELAY COILS, SOLENOIDS, ETC.) MUST BE SUPPRESSED USING A .25MF.D. CAPACITOR AND A 100 OHM RESISTOR IN PARALLEL WITH THE LOAD. (CUTLER-HAMMER PART NO. 33-1-101 OR EQUIVALENT.)
- DO NOT RUN LOGIC WIRING IN THE SAME CONDUIT WITH THE CONTROL OR POWER WIRING.
- TBA TERMINAL BLOCK IS LOCATED ON THE BACK OF THE ENCLOSURE DOOR.

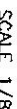
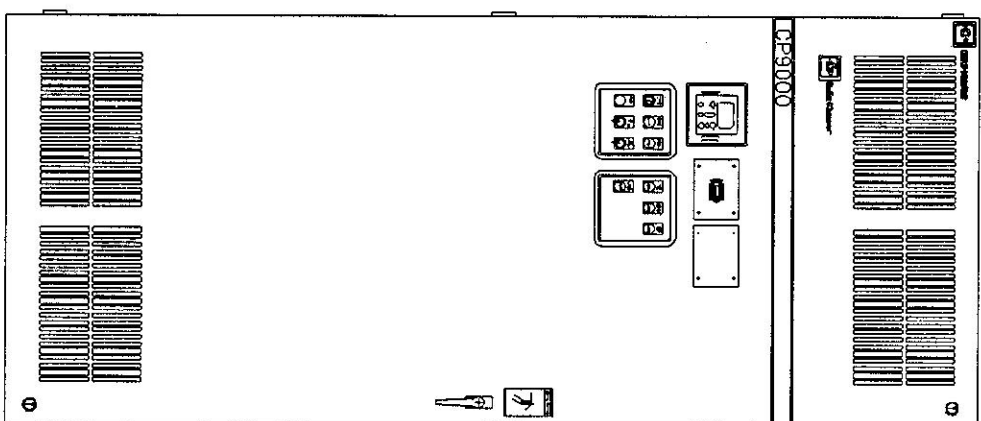
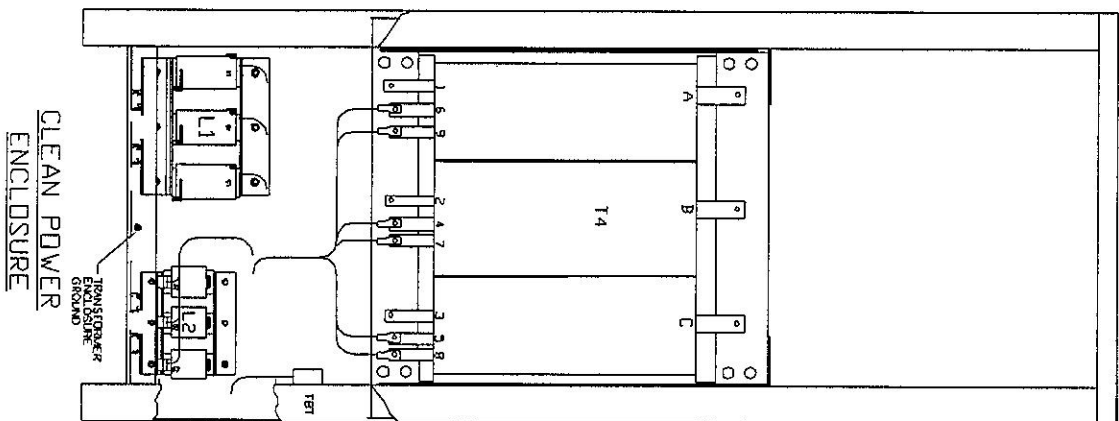
Signal	Connector X5	Description
Shield	TBX5-241	Cable shield
VP	TBX5-242	Supply voltage of the terminating resistance
RxD/IxD-P	TBX5-243	Receive/Transmission data positive (B)
RxD/IxD-N	TBX5-244	Receive/Transmission data negative (A)
DDND	TBX5-245	Data Ground

SCALE 1/1

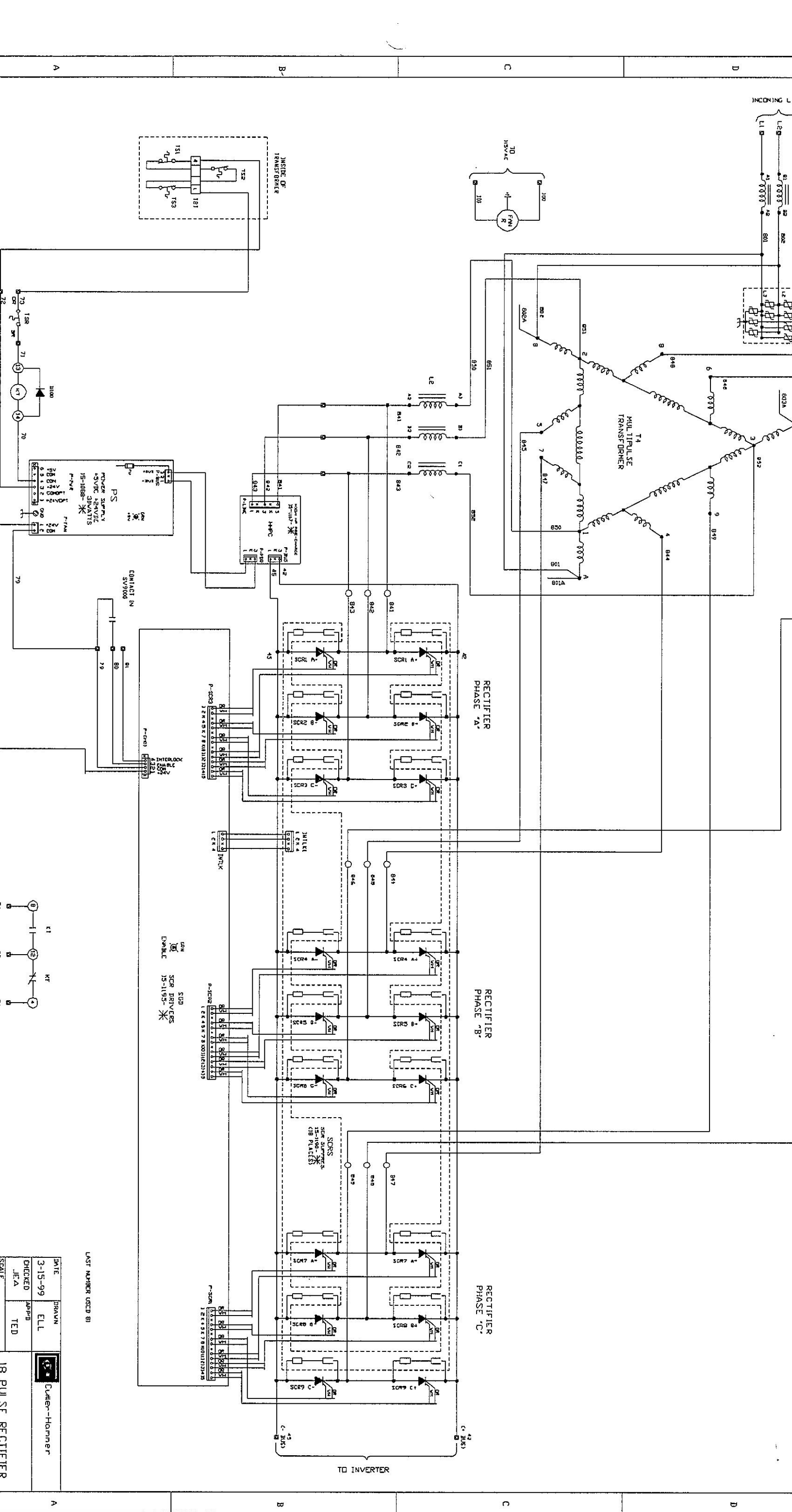
FEED PUMP #1,2,3,4

DATE	DATE	TITLE
01/04/05	01/04/05	Cutler-Hammer MILWAUKEE, WI
DRW	DRW	CP930DAGV5MDA31M9*
CHK	CHK	
DATE	DATE	

1	RELEASE
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THE INFORMATION ON THIS DOCUMENT IS CREATED BY CUTLER-HAMMER. IT IS DISCLOSED IN CONFIDENCE	DTR DRW DKO	DATE 01/04/05 DATE	Cutler-Hammer MILWAUKEE, WI
TITLE	Peele Dixie Membrane Plant		



DATE	3-15-99	DRAWN	ELL		Duker-Homer
CHECKED	JEA	APP'D	TED		
SCALE					

LAST NUMBER USED B)



FINANCE DEPARTMENT PRE-BID MEETING SIGN-IN SHEET

DATE: 04/03/2024

TIME: 10:00

☒ AM ☐ PM

OPENING DATE: 04/17/2024

PROCUREMENT CONTACT: Stefan Mohammed

ITB #: 274

ITB TITLE: Peele Dixie WTP Variable Frequency Drive Modernization



NAME	COMPANY	PHONE	EMAIL
Stefan Mohammed	City of Fort Lauderdale	954-396-6378	smohammed@ftlauderdale.gov
Terry Johnson	City of Fort Lauderdale	954-828-7502	tjohnson@ftlauderdale.gov
David Mohammed	Rockwell	404-234-6846	damohammed@RA.Rockwell.com
John Darcy	Graybar	561-769-9712	john.darcy@graybar.com
Cornell	City of Fort Lauderdale	954-828-7800	clastine@ftlauderdale.gov
Mes Guitik	MITSUBISHI	847-709-0976	Mesley.GUITIK@MEAU.COM
Cesar Alza	City of Fort Lauderdale	954-828-7865	Calza@ftlauderdale.gov
Omar ElFouani	C/O Fort Lauderdale	954-828-7505	OElFouani@ftlauderdale.gov
Evan Beach	Schneider Electric	954-232-9673	evan.beach@SE.COM
Edward Analt	Rexel	954-415-7800	Edward.Analt@RexelUSA.com
Raquel Guavara	CITY OF Fort Lauderdale	832-410-2513	Raquel.guavara@ftlauderdale.gov



FINANCE DEPARTMENT PRE-BID MEETING SIGN-IN SHEET



WE BUILD COMMUNITY

DATE: 04/08/2024

TIME: 03:00

☐ AM ☒ PM

OPENING DATE: 04/26/2024

PROCUREMENT CONTACT: Stefan Mohammed

ITB #: 274

ITB TITLE: Peele Dixie WTP Variable Frequency Drive Modernization

NAME	COMPANY	PHONE	EMAIL
Chris Calvert	PSI Technologies Inc	954-952-6378	chris@psi-techinc.com
TERRY JOHNSON	CITY OF FT. LAUD	954-592-7960	tjohnson@fortlauderdale.gov
Jean Mead	Revere Control Systems	863-581-6865	jmead@reverecontrol.com
Jessie Johnson	Icon Technologies	407-686-4500	jjohnson@icon-tech.com
STEFAN MOHAMMED	CITY OF FORT LAUDERDALE	954-326-6378	smohammed@fortlauderdale.gov
AMAR ELHAYANI	C/O Fort Lauderdale	954-828-7505	elhayaniforflauderdale.gov
COUN LEONE	CITY OF FORT LAUDERDALE	958-828-7840	cleon@fortlauderdale.gov
Raquel Guevara	CITY OF Fort Lauderdale	832-910-2518	Raquel.guevara@fortlauderdale.gov

Form approved By: Manager of Procurement and Contracts | Page: 1 of 1 | Rev: 4 | Revision Date: 05/11/20 | Author: LP Q:

PURCHASING\FINAL FORMS\FINAL FORMS - ISO COMPLAINT Approved Forms\ITB Documents

Important information regarding schedule of work:

The contractor is only allowed to start working on:

1. Two of the three 50 HP VFDs.
2. One of the two 250 HP VFDs.
3. Two of the four 300 HP VFDs.

Note: City staff will determine which units will be available to be worked on first.

In order for the contractor to commence on to the next VFD will be determined by how the completed VFD operates. There could be up to 5 days before we will allow the contractor to start working on another VFD, this will depend on which day of the week the VFD is completed. (Example - If the VFD is completed on a Friday, operating the VFD won't be started till Monday in order to have the required city employees present at the plant to monitor the VFD/motor for up to 3 successful days of runtime.)

50HP

1. Can you please provide 18 Pulse Transformer Specifications? Do you have the manufacturer's name and model numbers?

18 Pulse Transformer Specifications

Manufacturer: Transformer Engineering Corporation
Cleveland Ohio 44134 TEB-180A

Type # 18464

2. Can you please provide breaker manufacture and part numbers?

Main Disconnect Breaker

Manufacturer: Eaton/Potter Hammer

Magnum DS

MD5808

Cat #: MD58083 WEA

Motor Control Center Breaker

Manufacturer: Eaton/Potter Hammer

Cat # HFD310 > These numbers are not complete due to
style: 6639C98 / mounting assembly and fitting parts
covering them.

~~Cat # HFD310~~

Cat # HFD3100L

style: 6639C98696

250HP

1. Can you please provide 18 Pulse Transformer Specifications? Do you have the manufacturer's name and model numbers?

18 pulse Transformer specifications.

Transformer Engineering Corp, Cleveland Ohio 44134
Type #18336

2. Can you please provide breaker manufacture and part numbers?

Main Disconnect Breaker

Eaton / Potter Hammer

Magnum DS - MDS808

Part # MDS8083WEA

Motor Control Center Breaker

Eaton / Potter Hammer

Part # CH203600F

Style: 6633683625

300HP

1. Can you please provide 18 Pulse Transformer Specifications? Do you have the manufacturer's name and model numbers?

18 Pulse Transformer Specifications

Manufacturer: Transformer Engineering Corp
Cleveland OH 44134 TEC-180A
Type NO. 4T, 18333

2. Can you please provide breaker manufacture and part numbers?

Main Disconnect Breaker

Breaker Manufacturer: Eaton/Buffet Hammer
Cat: HKD3400F

Style: 1492DB2603

Motor Control Center Breaker

High Service Pump 6202 (Example) Cabinet.

Breaker Manufacturer: Eaton/Buffet Hammer.

Cat: HAMCP600LGW

Style: 6633C83 606

G

Executive Summary Report

Of

Event: 274-5 - Peele Dixie WTP Variable Frequency Drive Modernization

Buyer: STEFAN MOHAMMED

Date Range: 03/25/2024 03:00:00 PM - 05/03/2024 02:00:00 PM

Suppliers Notified: 12

**Notified Suppliers 1
Responding:**

**All Suppliers 4
Responding:**

Suppliers Responding

Supplier	Contact	Phone Number	E Mail	City	State Or Province	Total Bid Amount	Total Awarded	Response Attachments Exist
JST Power Equipment	Jason Lambert	8446319046	jlambert@jstpower.com	Lake Mary	FL	0.00	0.00	No
Graybar Electric	John Darcy	954-633-6300	john.darcy@graybar.com	Pompano Beach	FL	485,412.48	485,412.48	Yes
Rexel USA, Inc.	Edward Arndt	9543892253	Edward.Arndt@rexelus.com	Fort Lauderdale	FL	802,550.00	0.00	Yes
Revere Control Systems, Inc.	Jean Mead	205-824-0004	FL-Sales@reverecontrol.com	Hoover	AL	933,094.00	0.00	No

Event Lines And Responses

Item	Description	Unit of Measure	Quantity	Award Quantity
250HP VARIABLE FREQUENCY DRIVE-	250HP Variable Frequency Drive	EA	2.0000	2.0000

Responses

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
JST Power Equipment	0.0000	EA	0.00000000	0.00
Graybar Electric	2.0000	EA	61,170.56000000	122,341.12
Rexel USA, Inc.	2.0000	EA	40,125.00000000	0.00

continued...

Responses

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
Revere Control Systems, Inc.	2.0000	EA	126,928.00000000	0.00
Item	Description	Unit of Measure	Quantity	Award Quantity
300HP VARIABLE FREQUENCY DRIVES-	300HP Variable Frequency Drives	EA	4.0000	4.0000

Responses

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
JST Power Equipment	0.0000	EA	0.00000000	0.00
Graybar Electric	4.0000	EA	60,278.48000000	241,113.92
Rexel USA, Inc.	4.0000	EA	93,302.00000000	0.00
Revere Control Systems, Inc.	4.0000	EA	112,583.00000000	0.00
Item	Description	Unit of Measure	Quantity	Award Quantity
50HP VARIABLE FREQUENCY DRIVES-	50HP Variable Frequency Drives	EA	3.0000	3.0000

Responses

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
JST Power Equipment	0.0000	EA	0.00000000	0.00
Graybar Electric	3.0000	EA	40,652.48000000	121,957.44
Rexel USA, Inc.	3.0000	EA	116,364.00000000	0.00
Revere Control Systems, Inc.	3.0000	EA	76,302.00000000	0.00

Header Questions And Responses

QUESTION

Did you complete all the required forms?

continued...

Question Responses		
Supplier	Response	Has Attachment
Graybar Electric	Yes-Yes. Completed	Yes
Rexel USA, Inc.	Yes-Completed from is attached.	Yes
Revere Control Systems, Inc.	Yes-Non-Collusion Statement, Contractor's Cert. of Compliance w/Don-Discrimination Provisions of Contract, Contract Payment Method, E-Verify, References, City of Fort Lauderdale Bid/Proposal Certification	Yes

QUESTION

Does your company have a service center within 50 miles of the plant? (1500 S State rd. 7, Fort Lauderdale, FL 33317)

Question Responses		
Supplier	Response	Has Attachment
Graybar Electric	Yes-Yes. Within the area needed	No
Rexel USA, Inc.	Yes-3625 SW 30th, Ave. Fort Lauderdale, FL 33312	No
Revere Control Systems, Inc.	Yes-PSI Technologies, 3520 Investment Lane, Unit 3, Riviera Beach, FL 33404. 954-952-6378 Chris Calvert, chris@psi-techinc.com	No

QUESTION

This event requires supplier to attend one of the mandatory sites visit to become more familiar with the scope. have you attended a site visit?

Question Responses		
Supplier	Response	Has Attachment
Graybar Electric	Yes	No
Rexel USA, Inc.	Yes	No
Revere Control Systems, Inc.	Yes	No

QUESTION

What is the warranty provided?

continued...

Question Responses		
Supplier	Response	Has Attachment
Graybar Electric	Yes-4 year -included with Installation. Line #5 subparagraph 3	No
Rexel USA, Inc.	Yes-The Warranty is 4 years from Installation.	No
Revere Control Systems, Inc.	Yes-Warranty: 4 years to cover all parts and labor	No

QUESTION

Please provide lead time for parts. (3 months is the maximum allowable)

Question Responses		
Supplier	Response	Has Attachment
Graybar Electric	Yes-Lead time can be met.	No
Rexel USA, Inc.	Yes-90 Days	No
Revere Control Systems, Inc.	Yes-8 months.	No

Contacts

Name	Email
STEFAN MOHAMMED	smohammed@fortlauderdale.gov
OMAR ELFOURANI	oelfourani@fortlauderdale.gov

Q And A

Supplier	Question	Answer
Mitsubishi	Hello Stefan: Happy Thoughtful Thursday! Thanks for your time yesterday. Trying to locate the drawings and can you please share where they are	Good Day, drawings added as attachments

continued...

Supplier	Question	Answer
	posted?	
	Regards. Wes	
CoflAdmin2	1.Manufacturer is responsible for creating the Profibus GSD (General Station Description) file required for communications between the device and the PLC (Programmable Logic Controller).	1.Manufacturer is responsible for creating the Profibus GSD (General Station Description) file required for communications between the device and the PLC (Programmable Logic Controller).
Rexel USA, Inc.	There is a substantial amount of engineering & design work required for this bid. Would it be possible to extend the bid date?	We will monitor the bid and possibly extend coming closer to the scheduled end time. If a second extension is added, it would not be longer than another week.
Rexel USA, Inc.	Is there a milestone billing schedule available for this project?	No, there is no milestone billing.
Mitsubishi	Hello Stephan: Please confirm Peele Dixie WTP Variable Frequency Drive Modernization does not have hard Eaton Specification? What document lists the acceptable VFD manufactures or equals?	2.VFD does not have a hard Eaton Specification. If the proposed VFDs can fulfill the requirements they will be ok.
Mitsubishi	Helldo Stephan: Happy Wonderful Wednesday! 1.Can you please provide 18 Pulse Transformer Specifications? Do you have manufacture name and model numbers? 2.Can you please provide breaker manufacture and part numbers?	Response added as an attachment.
Mitsubishi	Hello Stephan: What Profibus and connector type? We are going to need exact communication specifications. We have two option card choices. Thanks, Wes	3.Profibus is a two-wire communication protocol, information for configuration and creation of GSD files can be found at https://www.profibus.com/ . The GSD file will be for a Profibus DP Slave configuration and the City of Fort Lauderdale does not supply these files.The vendor is expected to provide the necessary GSD files and ensure their functionality with a standard Prosoft Profibus Rack Mounted Module (existing). Wiring is already in place for this communication system

continued...

Supplier	Question	Answer
Mitsubishi	Please confirm service only the necessary existing components that are not determined in working condition as indicated. All other components to be re-used (door, 18-Pulse components, line reactor, bypass, relays, cabling, door indicating light	All the components listed in the question, not specifically called out for replacement and are fully functional can be reused.
Graybar Electric	Good morning. I wanted to ask a question. Do we need to provide line item pricing for the drives or can we offer a job bid price for the job including material and labor. If so, do we click the "No Charge" on the line item listed? Thanks	The line items are divided into the 9 units that need to be replaced by horsepower. The pricing would include everything including material and labor to complete the cabinets per specific horsepower. Therefore, your lump sum pricing has to be detailed to the lines of the items listed.