

**CITY OF FERNANDINA BEACH, FLORIDA  
UTILITIES/WASTEWATER DEPARTMENT  
INVITATION TO BID #13-03  
DUAL FUEL (CNG/PROPANE) GENERATOR**

**INTRODUCTION**

The City of Fernandina Beach, Florida is accepting competitive sealed bids for a **dual fuel (CNG/Propane) Generator for the Police Department.**

The City will receive sealed bids at the location stated below no later than **2:30 pm, May 8th, 2013.**

Any submittal received after the above stated time and date will not be considered. It shall be the sole responsibility of the Bidder to have its Bid delivered to the City of Fernandina Beach, by U.S. Mail, hand delivery or any other method available to him/her; however, facsimile or telegraphic submittals will not be accepted. Delay in delivery shall be the sole responsibility of the Bidder. Submittals received after the deadline will not be considered. Award of the Bid is subject to authorization and appropriation of funds in the fiscal year 2012-2013 budget.

**BIDDERS ARE REFERRED TO THE ATTACHED GENERAL CONDITIONS OF INVITATION TO BID FOR OTHER IMPORTANT INFORMATION REGARDING THE ITB AND BID PROCESS AND EXHIBITS.**

The original bid submittal (**1 original, 2 copies**) must be delivered to City Hall in a sealed package, clearly marked on the outside, **ITB #13-03** and addressed to:

City of Fernandina Beach  
Attn: City Clerk's Office – **ITB# 13-03**  
204 Ash Street  
Fernandina Beach, FL 32034

Hand delivered Submittal is to be taken to the Clerk's Office at the above address.

The bid shall be submitted on the specified Bid Form (**1 original, 2 copies**), hereto attached as "Exhibit A". The person signing the Bid Response Form shall have the authority to bind the proposer to the Bid. All information on the Bid form shall be provided, or the Bid may not be accepted.

The competitive sealed Bid shall be accompanied by a "Public Entity Crimes Statement" herein provided as "Exhibit B", a "Drug Free Workplace Certification", herein provided as "Exhibit C", and an "E-Verify Statement," herein provided as "Exhibit D".

**SPECIFICATIONS**

City of Fernandina Beach  
ITB 13-03  
Generators – Police Department  
Page 1 of 14

The Police Department of the City of Fernandina Beach is accepting bids for one (1) dual fuel (CNG/PROPANE GENERATOR) with the following specifications:

70 KW or Greater Engine powered generator  
UL 2200 Listed Package  
*120/240 volts, three phase, 4 wire delta*  
Electronic Governor  
Vibration isolators between engine/alternator and base frame  
Digital Controls & Display  
Auto - Off - Manual Switch  
Isochronous Governor Control Built In  
Brushless Excitation  
Dual fuel compatible (must be able to run off of CNG & propane)  
Engine mounted radiator  
Critical rated exhaust silencer, installed  
Starting Battery  
Block heater  
Battery Charger  
Aluminum weather-protective outdoor enclosure  
Sound attenuated acoustically designed  
On-site start up and testing: 1 set operators manuals  
3-Year Warranty

**DELIVERY**

Price quoted is to be Delivered - FOB Fernandina Beach, FL

**TIMELINE**

To be delivered by July 15, 2013.

**AWARD**

Bids shall be priced as a lump sum amount. Award recommendation shall be made based on price, and ability to meet the time line.

**BID PACKAGE**

Bid Documents and Specifications can be downloaded online at [www.fbfl.us](http://www.fbfl.us), Bids and Purchasing web page. Any questions regarding the bid package can be directed to Elisha Mock, City Accountant [emock@fbfl.org](mailto:emock@fbfl.org) or (904) 277-7311.

**CONTACT**

Specification questions during the bid period shall be submitted in writing to the appropriate Department contact below with a copy to Elisha Mock; [emock@fbfl.org](mailto:emock@fbfl.org):

<u>Department</u>	<u>Contact</u>	<u>Email</u>	<u>Phone</u>
Maintenance	Jeremiah Glisson	<a href="mailto:jglisson@fbfl.org">jglisson@fbfl.org</a>	

Bidders are hereby put on notice that no contact shall be made with any of the City Commission members, other City staff, or others that may be involved in the selection process to discuss this request or to influence the outcome of the selection.

**ADDENDA**

A written response to bidder questions will be issued via Addendum and posted on the City’s website at [www.fbfl.us](http://www.fbfl.us), Bids and Purchasing web page. It is the bidder’s responsibility to check the City’s website for Addenda prior to submitting their bid. The deadline for questions is 5 days before bid opening.

BIDDER SHALL SIGNIFY RECEIPT OF ADDENDA (IF ANY). Failure to Acknowledge Receipt of any Addendum may result in rejection of the bid.

**INSURANCE REQUIREMENTS**

Insurance requirements are outlined in the General Conditions of this Invitation to Bid.

**BOND REQUIREMENTS**

Bid bonds requirements are outlined in the General Conditions of this Invitation to Bid.

**GENERAL CONDITIONS OF  
INVITATION TO BID #13-03  
PROPANE GENERATOR**

1. PREPARATION OF BID
  - a. INVITATION TO BID shall be prepared in accordance with the following:

- b. The enclosed Bid Form, attached hereto as “Exhibit A”, shall be used when submitting your INVITATION TO BID.
- c. All information required by the Bid Form shall be furnished. The Bidder shall print or type his/her name and manually sign the Form and any continuation sheet on which an entry is made.
- d. Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- e. Alternate Bids will not be considered unless authorized by the Invitation to Bid.
- f. Bidders will **not** include federal taxes nor State of Florida sales, excise, and use taxes in prices, as the City is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
- g. Bidders shall make all investigations necessary to thoroughly inform themselves about any and all conditions related to the performance of the contract. Plea of ignorance by the Bidder of conditions that exists or may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements provided for in the Purchasing Policy, Purchasing Ordinance and/or State and Federal Statutes. The City’s Purchasing Ordinance is set forth in Chapter 2-420, *et seq.*
- h. Prices quoted must be FOB City of Fernandina Beach, Florida with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
- i. Deliveries are to be FOB Destination unless otherwise specified in the Invitation to Bid.
- j. Deliveries are to be made during regular business hours.
- k. Bids and Bid prices shall be valid for a minimum of sixty (60) days, unless otherwise stated on the INVITATION TO BID.

2. SUBMISSION OF BIDS

- a. Bids and changes thereto shall be enclosed in sealed envelopes & addressed as instructed on the Bid Form. The name and address of the Bidder, the date and hour of the Invitation to Bid opening and the material or service shall be placed on the outside of the envelope.
- b. INVITATION TO BID must be submitted on the forms furnished. Telegraphic Bids will not be considered.

3. REJECTION OF BIDS

- a. The City reserves the right to accept or reject any or all Bids, to waive irregularities and technicalities, and to request resubmission or to re-advertise for the services. The City shall be the sole judge of the submittals. The City's decision shall be final.

4. WITHDRAWAL OF BIDS

- a. Bids may not be withdrawn after the time set for the opening for a period of time as specified.
- b. Bids may be withdrawn prior to the time set for the opening. Such request must be in writing.

5. LATE BIDS

- a. INVITATION TO BID and modifications received after the time set for the opening will not be considered.
- b. Modifications in writing received prior to the time set for the opening will be accepted.

6. LOCAL, STATE, AND FEDERAL COMPLIANCE

- a. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to the INVITATION TO BID and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.
- b. A "Public Entity Crimes Statement", in accordance with Florida Statutes, Section 287.133 (3) (a), on Public Entity Crimes, attached hereto as Exhibit "B", must be received at the time of the bid.
- c. A "Drug Free Workplace Certification" attached hereto as Exhibit "C", must be received at the time of the bid.
- d. The City of Fernandina Beach requires that the Bidder selected will not discriminate under the contract against any person, in accordance with federal, state and local government regulations.

7. COLLUSION

- a. The Bidder, by affixing his signature to the Bid Form, agrees to the following:

"Bidder certifies that his INVITATION TO BID is made without previous understanding, agreement, or connection with any person, firm or corporation making a Bid for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

8. AWARD OF INVITATION TO BID

- a. The INVITATION TO BID will be awarded to the qualified supplier with the best value Bid whose Bid, conforming to the INVITATION TO BID, is most advantageous to the City of Fernandina Beach, price and other factors considered.
- b. The City reserves the right to accept and award item by item, and/or by group, or in the aggregate.
- c. A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful Bidder shall result in a binding contract without further action by either party.
- d. Unless otherwise noted in the specifications, the length of the agreement shall be one year, with 2 one year renewals possible based on the mutual consent of the parties.

9. NOT RESPONSIBLE FOR COSTS

- a. The City shall not be responsible for any cost incurred by a prospective Bidder in responding to this INVITATION TO BID.

10. BONDS

- a. BID BOND: A certified check or Bid Bond shall accompany each Bid. The certified check or Bid Bond shall be for an amount not less than five percent (5%) of the Bid

price and shall be made payable to the OWNER as a guarantee that the Bidder will not withdraw its bid for a period of ninety (90) calendar days after Bid closing time.

- b. **PERFORMANCE AND PAYMENT BONDS:** In the event the Contract is awarded to the Bidder, Bidder will thereafter enter into a written contract with the OWNER and furnish a Payment and Performance Bond in an amount equal to the contract price, in strict accordance with Section 255.05 of Florida Statutes. Failing to do so, Bidder will forfeit its bid security.

Payment and Performance Bond shall be secured from or countersigned by an agency or surety company recognized in good standing and authorized to do business in the State of Florida.

**11. PUBLIC INFORMATION**

- a. All information contained in this Bid is public information, and as such will be handled in accordance with the Florida Statutes.

**12. ADDITIONAL INFORMATION**

- a. The City reserves the right to require Bidders to provide references and information on previous similar experience prior to award of the contract.

**13. QUESTIONS**

- a. Any questions about the INVITATION TO BID should be communicated per instructions in the INVITATION TO BID.

**14. INDEMNIFICATION AND INSURANCE AND PAYMENT**

**INDEMNIFICATION**

The parties recognize that CONTRACTOR/VENDOR is an independent Contractor. CONTRACTOR/VENDOR agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of CONTRACTOR/VENDOR, its officers, employees, agents, and representatives. CONTRACTOR/VENDOR's liability hereunder shall include all attorney's fees and costs incurred by the CITY in the enforcement of this indemnification provision. This includes claims made by the employees of CONTRACTOR/VENDOR against the CITY and CONTRACTOR/VENDOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

**INSURANCE**

A. Certificate of Insurance

The CITY of Fernandina Beach shall be furnished proof of insurance coverage as follows:

- The name of the insured, the name of the insurer, the number of the policy, its effective date, and its termination date;
- Statement that the insurer will mail notice to the CITY of Fernandina Beach and a copy to CONTRACTOR/VENDOR at least thirty (30) days prior to any material changes in provisions, cancellation, renewal, or non-renewal of the policy;
- Certificate of Insurance shall be in the form as approved by the CITY of Fernandina Beach, naming the CITY as additional insured, and such Certificate shall clearly state all the coverage required in this Section;
- If requested by the CITY of Fernandina Beach, CONTRACTOR/VENDOR shall furnish complete copies of all insurance policies, forms and endorsements; and
- Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY of Fernandina Beach or by any of its representatives which indicate less coverage than required by this agreement does not constitute a waiver of CONTRACTOR/VENDOR's obligations to fulfill the requirements of this Section.

B. Workers' Compensation Insurance

CONTRACTOR/VENDOR shall have in full force, during the life of this agreement, Workers' Compensation and Employer's Liability Insurance for all its employees connected with work under this agreement, and in the event any work is subcontracted, CONTRACTOR/VENDOR shall require the subcontract similarly to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONTRACTOR/VENDOR. CONTRACTOR/VENDOR may provide a workers' compensation waiver in lieu of workers' compensation insurance where such waiver is properly approved by the Florida Department of Labor and Employment Security and accepted by the CITY of Fernandina Beach in writing. Such insurance or waiver shall comply with the Florida Workers' Compensation Law. In case any class of work conducted under this agreement is not protected under the Workers' Compensation statute, CONTRACTOR/VENDOR shall provide adequate insurance, satisfactory to the CITY of Fernandina Beach, for the protection of employees not otherwise protected.

C. Liability Insurance

CONTRACTOR/VENDOR shall have in full force, during the life of this agreement, Commercial General Liability and Commercial Automobile Liability Insurance that shall protect the CITY of Fernandina Beach from claims for damage for bodily injury and personal injury, including accidental death, as well as claims for property damages which may arise from tasks associated with or carried out under this agreement, whether such operations are by itself or by anyone directly or indirectly employed by them, and the amount of such insurance shall be minimum limits as follows:

- Commercial General Liability:
  - Minimum Coverage is \$1,000,000 per occurrence
  - Coverage shall include premises, operations, products, completed operations, independent

- contractors, contractual liability covering this agreement, contracts and leases, broad form property damage coverage, personal injury and bodily injury.
- If Umbrella or Excess liability coverage is used to satisfy the requirements of this Article, it shall not be more restrictive than the underlying insurance policy coverage.
  - Commercial Automobile Liability:
    - Minimum Coverage is \$1,000,000 per occurrence
    - Coverage shall include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

## **PAYMENT**

Payment due hereunder shall be made by the CITY to CONTRACTOR/VENDOR in accordance with the Florida Prompt Payment Act.



**EXHIBIT "A"**

**BID FORM**

**CITY OF FERNANDINA BEACH ITB #13-03**

**PROPANE GENERATOR**

**I hereby submit the following bid for ONE (1) DUAL FUEL (CNG/PROPANE) GENERATOR. Price is in accordance with the Specifications and the General Conditions of the ITB as provided.**

**Bid Amount:\$ \_\_\_\_\_**

\*\*\*\*\*

**Name:\_\_\_\_\_**

**Federal Taxpayer ID: \_\_\_\_\_**

**Mailing Address: \_\_\_\_\_**

**City, State, & Zip Code: \_\_\_\_\_**

**Telephone:\_\_\_\_\_ Fax:\_\_\_\_\_**

**Submitted By: \_\_\_\_\_**

**Title: \_\_\_\_\_**

**Remarks: \_\_\_\_\_**

**IF NOT SUMITTING A BID, IN ORDER TO REMAIN ACTIVE IN OUR BID VENDOR RECORDS, PLEASE COMPLETE THIS FORM MARKED "NO SUBMITTAL" WITH THE REASON, AND FAX TO (904) 277-7317.**

**EXHIBIT "B"**  
**TO GENERAL CONDITIONS TO ITB # 13-03**

**CITY OF FERNANDINA BEACH, FLORIDA SWORN STATEMENT UNDER F.S. SECTION  
287.133(3)(A), ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER  
OFFICER AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with Bid, Proposal or Contract for \_\_\_\_\_.
  
2. This sworn statement is submitted by (entity) \_\_\_\_\_ whose business address is \_\_\_\_\_ and (if applicable) Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
  
3. My name is \_\_\_\_\_ and my relationship to the entity named above is \_\_\_\_\_.
  
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
  
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
  
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime; or
  
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
  
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any

natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

\_\_\_\_\_  
Signature Date:

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this \_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_, and is personally known to me, or has provided \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My Commission expires:

**EXHIBIT "C"**  
**TO GENERAL CONDITIONS TO ITB # 13-03**  
**CITY OF FERNANDINA BEACH**

**DRUG-FREE WORKPLACE CERTIFICATION**

The below-signed Proposer certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER(S): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME (TYPED OR PRINTED): \_\_\_\_\_ TITLE: \_\_\_\_\_

**EXHIBIT "D"**

**ITB 13-03  
CITY OF FERNANDINA BEACH**



**E-VERIFY STATEMENT**

**Bid/Proposal Number:** \_\_\_\_\_

**Project Description :** \_\_\_\_\_

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. All persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the Department.

**Company/Firm**  
: \_\_\_\_\_

**Authorized Signature :** \_\_\_\_\_

**Title**  
: \_\_\_\_\_

**Date**  
: \_\_\_\_\_

