RESOLUTION NO. 106-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A MUTUAL AID INTERLOCAL AGREEMENT FOR FIRE/RESCUE ASSISTANCE BETWEEN THE CITY OF RIVIERA BEACH AND THE CITY OF WEST PALM BEACH FOR THE PROVISIONS OF MUTUAL AID FOR FIRE/RESCUE ASSISTANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach and the City of West Palm Beach desire to enter into an agreement for the provisions of mutual aid assistance; and

WHEREAS, both parties deem it mutually advantageous to enter into this agreement to provide assistance in times where the need created may be too great for either party to deal with unassisted and is agreeable and in the public interest.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA, THAT:

Section 1: The Mayor and City Clerk are authorized to execute an Emergency Services Agreement with the City of West Palm Beach for the provisions of Mutual Aid for Fire/Rescue Assistance.

Section 2: A Copy of agreement is attached hereto and made a part thereof.

Section 3: This resolution shall take effect upon its passage and adoption by City Council.

PASSED and APPROVED this 2 **day of** September**, 2009.**

***** THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY *****

RESOLUTION NO. 106-09
PAGE 2

THOMAS A. MASTERS
MAYOR

(MUNICIPAL SEAL)

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

DAWN S. PARDO
CHAIRPERSON

JUDY L. DAVIS
CHAIR PRO-TEM

BILLIE E. BROOKS
COUNCILPERSON

CEDRICK A. THOMAS
COUNCILPERSON

SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: B. Brooks

SECONDED BY: J. Davis

REVIEWED AS TO LEGAL SUFFICIENCY

CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 8/21/09

D. PARDO	aye
J. DAVIS	aye
B. BROOKS	aye
C. THOMAS	aye
S. LOWE	aye

RESOLUTION NO. 107-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE TERMS AND CONDITIONS OF THE FLORIDA EMERGENCY MEDICAL SERVICES COUNTY GRANT AWARD FOR THE FISCAL YEAR 2008-09, TO EXPAND AND/OR IMPROVE THE CITY'S EMERGENCY MEDICAL SERVICES DELIVERY; AUTHORIZING THE FINANCE DIRECTOR TO SET UP A BUDGET IN THE STATE EMS GRANT FUND (107) IN THE AMOUNT OF $40,786.00 TO PURCHASE 2 SEGWAYS IN THE AMOUNT OF $18,271.00 FROM SEGWAY OF UTAH LOCATED IN SPANISHFORK, UTAH AND 6 RAD-57 PULSE CO-OXIMETERS IN THE AMOUNT OF $22,515.00 FROM MASIMO CORP. OF IRVINE, CA FROM ACCOUNT 107-0921-526-0-6455; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The State of Florida Emergency Medical Services County Grant Program offers funding to expand and/or improve the delivery of Emergency Medical Services within the State of Florida; and

WHEREAS, Riviera Beach Fire Rescue provides Emergency Medical Services within the City of Riviera Beach; and

WHEREAS, Riviera Beach Fire Rescue has been awarded the Florida Emergency Medical Services County Grant Award for the year 2008-09 to improve the City's pre-hospital emergency Medical Services.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA, THAT:

Section 1: The City Council does hereby accept the terms and conditions of the Florida Emergency Medical Services (EMS) County Grant Award for the year 2008-09, its goals and objectives to expand and/or improve the City's pre-hospital Emergency Medical Services.

Section 2: The City Council authorizes the Finance Director to set up a budget in the State EMS Fund (107) as follows:

REVENUE

107-00-337208	EMS GRANT 08-09	$ 40,786.00

EXPENDITURE

107-0921-526-0-6455	Capital Machinery and Equipment	$ 40,786.00

Section 3: The City Council authorizes the Fire Department to purchase two (2) Segways from Segway of Utah and six (6) Rad-57 CO-Oximeters from Masimo Corp in the total amount of $40,786.00 from account 107-0921-526-0-6455.

Section 4: This grant will not be used to supplant the City's existing budget allocation.

Section 5: This Resolution shall become effective upon its passage by Council.

The rest of this page has been left blank intentionally.

RESOLUTION NO. 107-09
PAGE 3

PASSED and APPROVED this 2nd day of September, 2009:

THOMAS A. MASTERS
MAYOR

DAWN S. PARDO
CHAIRPERSON

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

JUDY L. DAVIS
CHAIR PRO TEM

BILLIE E. BROOKS
COUNCILPERSON

CEDRICK A. THOMAS
COUNCILPERSON

SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: B. Brooks

SECONDED BY: J. Davis

D. PARDO aye

J. DAVIS aye

B. BROOKS aye

C. THOMAS aye

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 8/24/09

RESOLUTION NO. 108-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT FOR THE PURCHASE AND INSTALLATION OF AN EMERGENCY BACK-UP GENERATOR AT FIRE STATION # 4 IN THE AMOUNT OF $33,733.00 FROM LANGER ELECTRIC COMPANY OF FT. LAUDERDALE, FLORIDA; AUTHORIZING THE FINANCE DIRECTOR TO SET UP A BUDGET IN THE IMPACT FEE FUND 303-00-271009 IN THE AMOUNT OF $33,733.00 FOR CAPITAL EQUIPMENT IMPROVEMENT; AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FOR THE SAME FROM ACCOUNT NUMBER 303-0920-5220-3102; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Fire Rescue has identified the need to replace the back-up emergency generator at Fire Station #4 located at 7501 N. Military Trail; and

WHEREAS, the City Council approved an Impact Fee Ordinance to fund the cost of Capital expenditures necessary to provide Libraries, Parks, Fire and Police Facilities and Public Buildings; and

WHEREAS, the Purchasing Department executed a Bid Solicitation process to identify possible vendors and selected Langer Electric Company of Ft. Lauderdale, Florida; and

WHEREAS, staff is recommending that City Council approves the purchase agreement authorizing Fire Rescue to purchase a generator using Fire Rescue Impact fees.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA, THAT:

Section 1: The Mayor and City Clerk are authorized to execute an Agreement for the purchase and installation of a back-up emergency generator with Langer Electric Company of Ft. Lauderdale, Florida, in the amount of $33,733.00.

Section 2: The Finance Director is authorized to set up a budget in the Impact Fee Funds (303) as follows:

REVENUE:

303-00-271009	FIRE IMPACT FEES	$ 33,733.00

EXPENDITURE:

303-0920-522-0-6455	CAPITAL MACH. & EQUIP. OTHER	$ 33,733.00

Section 3: The Finance Director is hereby authorized to make payment to Langer Electric Company from account number 303-0920-522-0-6455.

Section 4: The Resolution shall take effect upon its passage and approved by the City Council.

September 2, 2009

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

RESOLUTION NO. 108-09
PAGE 3

APPROVED:

THOMAS A. MASTERS
MAYOR

DAWN S. PARDO
CHAIRPERSON

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

JUDY L. DAVIS
CHAIR PRO TEM

BILLIE E. BROOKS
COUNCILPERSON

CEDRICK A. THOMAS
COUNCILPERSON

SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: B. Brooks

SECONDED BY: J. Davis

D. PARDO aye

J. DAVIS aye

B. BROOKS aye

C. THOMAS aye

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 8/24/09

MATERIALS AND INSTALLATION AGREEMENT

THIS AGREEMENT made and entered into this 2 day of September, 2009 by and between Langer Electric Company, hereinafter referred to as **"Independent Contractor,"** whose mailing address is 6500 NW 21st Avenue, Suite #1, Fort Lauderdale, Florida 33309 and the **CITY OF RIVIERA BEACH, FLORIDA,** a municipal corporation, hereinafter referred to as **"City,"** whose address is 600 West Blue Heron Boulevard, Riviera Beach, Florida, 33404.

In consideration of the mutual covenants and promises set forth herein, the parties to this agreement do hereby agree as follows:

1. The City agrees to purchase an emergency generator from the Independent Contractor to be installed by Independent Contractor at Fire station # 4, located at 7501 North Military Trail, Riviera Beach, Florida. The specifications for the project are more specifically set out in the Bid documents attached as Exhibit "A".

2. Independent Contractor agrees to be bound by all the terms and conditions as set forth in the Bid.

3. To the extent that there exists a conflict between the Bid and this Agreement, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

4. Work must begin within ten calendar days from the date of receipt of official notice to proceed and shall be carried on at a rate to insure the project's full completion within 130 days from the date of official notice to proceed, the rate of progress and time of completion being essential conditions of this agreement.

5. If the contract work is not fully complete according to the terms of this Agreement within the limits herein stipulated, the Independent Contractor shall pay the City, not as a penalty, but as liquidated damages, a sum equal to one hundred dollars ($50) for each day elapsing between expiration of such time limit and the date of full completion, providing, however, that the time limits herein stated are subject to extension without payment of damages, as provided in section 21, herein.

6. The City agrees to compensate the Independent Contractor in the amount of Thirty Three-Thousand Seven-Hundred Thirty Three dollars ($33,733.00), as set forth in more detail in Exhibit "B". The total and cumulative amount of this contract shall not exceed the amount of funds annually budgeted for these services. The City shall not reimburse the Independent Contractor for any travel costs incurred as a direct result of the Independent Contractor providing deliverables to the City in pursuance of the scope of work contained in herein or in an exhibit.

7. This Agreement may be terminated by either party with or without cause upon thirty (30) days prior written notice. In the event that the City terminates this Agreement, for any reason whatsoever, the Independent Contractor understands and agrees that it shall not receive any further compensation beyond the termination date. This shall be true even where there are remaining months under the terms of this Agreement.

8. Independent Contractor hereby represents that it has complied and shall continue to comply with all applicable Federal and State statutes and local ordinances. Further, Independent Contractor shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations, required for the work to be performed pursuant to the terms of this Agreement from any federal, state, regional, county, or city agency.

9. The Independent Contractor represents that it has, or will secure at its own expense, all necessary personnel, equipment and materials required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

10. All of the services required hereunder shall be performed by the Independent Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

11. The Independent Contractor agrees that it is fully responsible to the City for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the Independent Contractor. Nothing contained herein shall create any contractual relationship between any subcontractor and the City.

12. All of the Independent Contractor's personnel (and all Subcontractors) while on City premises will comply with all City requirements governing conduct, safety and security.

13. The City is exempt from payment of Florida State Sales and Use Taxes. The City will sign an exemption certificate submitted by the Independent Contractor. The Independent Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Independent Contractor authorized to use the City's Tax Exemption Number in securing such materials.

14. Prior to execution of this Agreement by the City the Independent Contractor shall provide certificates evidencing insurance coverages as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the Independent Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City's representative. Compliance with the foregoing requirements shall not relieve the Independent Contractor of its liability and obligations under this Agreement.

15. The Independent Contractor shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of $500,000 per occurrence to protect the Independent Contractor from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the Independent Contractor or by anyone directly employed by or contracting with the Independent Contractor.

16. The Independent Contractor shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of $500,000 combined single limit for bodily injury and property damages liability to protect the Independent Contractor from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owed automobiles, including rented automobiles whether such operations be by the Independent Contractor or by anyone directly or indirectly employed by the Independent Contractor.

17. The Independent Contractor shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute section 440.02.

18. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the Independent Contractor shall specifically include the City as an "Additional Insured."

19. The Independent Contractor shall indemnify and save harmless and defend the City, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the Independent Contractor, its agents, servants, or employees in the performance of services under this Agreement.

20. The Independent Contractor further agrees to indemnify, save harmless and defend the City, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the Independent Contractor not included in the paragraph above and for which the City, its agents, servants or employees are alleged to be liable. Nothing contained in this provision shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

21. The Independent Contractor shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Independent Contractor or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions. Upon the Independent Contractor's request, the City shall consider the facts and extent of any failure to perform the work and, if the Independent Contractor's failure to perform was without it or its subcontractors fault or negligence, as determined by the City, the Agreement Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the City's rights to change, terminate, or stop any or all of the work at any time. If the Independent Contractor is delayed at any time in the process of the work by any act or neglect of the City or its employees, or by any other contractor employed by the City, or by changes ordered by the City or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the Independent Contractor's control, or by delay authorized by the Engineer pending negotiation or by any cause which the Engineer shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the City may decide. In the case of continuing cause of delay, only one (1) claim is necessary.

22. The Independent Contractor does not have the power or authority to bind the City in any promise, agreement or representation other than as specifically provided for in this Agreement.

23. The City reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the Independent Contractor of the City's notification of a contemplated change, the Independent Contractor shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the City of any estimated change in the completion date, and (3) advise the City if the contemplated change shall effect the Independent Contractor's ability to meet the completion dates or schedules of this Agreement. If the City so instructs in writing, the Independent Contractor shall suspend work on that portion of the work affected by a contemplated change, pending the City's decision to proceed with the change.

24. If the City elects to make the change, the City shall initiate an Agreement Amendment and the Independent Contractor shall not commence work on any such change until such written amendment is signed by the Independent Contractor and approved and executed by the City Manager for the City.

25. All materials and/or work to be furnished and/or installed by the Independent Contractor under this Agreement shall be guaranteed by the Independent Contractor for a period of one year from the date of final acceptance thereof by the City against defects in design, workmanship, or materials. Upon receipt of notice from the City of failure or defect of any part covered under such warranty/guaranty period, the affected part, parts, or materials shall be replaced promptly with new parts or materials by the Independent Contractor at no expense to the City. In the event the Independent Contractor fails to make the necessary repairs or replacements within 30 days after notification by the City, the City may accomplish the work at the expense of the Independent Contractor.

26. The Independent Contractor shall continuously maintain adequate protection of all work from damage, and shall protect such work and the City' property from injury or loss arising during the term of the Agreement. Except for any such damage, injury, or loss which may be directly due to errors caused by the City or employees of the City, the Independent Contractor shall adequately protect adjacent property, as provided by the law, and shall provide guard fences, lights, and any other necessary materials to carry out such protection.

27. Until acceptance of the work by the City, the City's property shall be under the charge and care of the Independent Contractor and the Independent Contractor shall take every necessary precaution against injury or damage to the work by the action of elements or from any other cause whatsoever, and the Independent Contractor shall repair, restore and make good, without additional charge any work occasioned by any of the above causes before its completion and acceptance by the City.

28. This Agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County.

29. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

30. If any action, whether in law, equity or otherwise, is brought for any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

31. Time is of the essence in all respects under this agreement.

32. Failure of the City to enforce or exercise any right(s) under this Agreement shall not be deemed a waiver of City's right to enforce or exercise said right(s) at any time thereafter.

SIGNATURES ON FOLLOWING PAGE

AGREEMENT WITH THE CITY OF RIVIERA BEACH

IN WITNESS WHEREOF, the Parties unto this Agreement have set their hands and seals on the day and date first written above.

CITY OF RIVIERA BEACH

BY: _____
THOMAS A. MASTERS
MAYOR

LANGER ELECTRIC COMPANY

BY: _____
ROGER LANGER, JR
VICE PRESIDENT

ATTEST:

(SEAL)

BY: _____
CARRIE E. WARD, MMC
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
PAMALA H. RYAN
CITY ATTORNEY

APPROVED AS TO TERMS AND
CONDITIONS

BY: _____
TROY PERRY
FIRE CHIEF

DATE: 8/26/09

"E X H I B I T - A"

SUBMIT BID TO:

City of Riviera Beach Office of the City Clerk
600 W. Blue Heron Blvd., Suite 140
Riviera Beach, FL 33404
(561) 845-4180

CITY C .VIERA BEACH
PALM BEACH, FLORIDA

INVITATION FOR BID

Bidder Acknowledgment

- GENERAL CONDITIONS -

THESE INSTRUCTIONS ARE STANDARD FOR ALL CONTRACTS FOR COMMODITIES/SERVICES ISSUED BY THE CITY OF RIVIERA BEACH. THE CITY OF RIVIERA BEACH MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN THE SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. BY ACCEPTANCE OF A PURCHASE ORDER ISSUED BY THE CITY, BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BID SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

BIDDER ACKNOWLEDGEMENT MUST BE SIGNED AND RETURNED WITH YOUR BID

SEALED BIDS: This form must be executed and submitted with all bid sheets in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE). The face of the envelope shall contain the above address, the date and the time of bid opening, and bid number. Bids not submitted on attached bid form may be rejected. All bids are subjected to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

1. EXECUTION OF BID: Bid must contain an original signature of an individual authorized to bind the bidder. Bid must be typed or printed in ink. All corrections made by bidder to his bid must also be initialed. The bidder's name should also appear on each page of the bid sheet if required. Bids will not be accepted from firms in arrears to the City of Riviera Beach upon debt or contract nor from a defaulter upon obligations to the City of Riviera Beach. Bidder certifies by signing the bid that no principals or corporate officers of his firm were principals or corporate officers in any other firm which may have been suspended or debarred from doing business with the City within the last three years, unless so noted in the bid documents.

2. TIE BIDS: In case of tie bids, the award will be made in the following preference:

BIDDER WITHIN CITY LIMITS OF RIVIERA BEACH.
BIDDER WITHIN PALM BEACH COUNTY.
BIDDER WITHIN THE STATE OF FLORIDA.

3. NO BID: If not submitting a bid, respond by returning this Bidder Acknowledgement form, marking it "NO BID", no later than the stated bid opening date and hour, and explain the reason in the space provided. Failure to respond without justification may be cause for removal of the bidder's name from the bid mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID."

4. BID WITHDRAWAL: No bidder may withdraw his bid before the expiration of ninety (90) calendar days from the date of bid opening unless vendor so notes in the bid.

5. BID OPENING: Shall be public, on date, location and time specified on the bid form. The official time is the time clock located in the Office of the City Clerk and will be accepted by all parties without reservation. It is the bidder's responsibility to assure that his bid is delivered on date, location and time specified on the bid form. Bids, which for any reason are not so delivered, will not be considered. Bid files and any bids after they are opened may be examined during normal working hours by appointment. Bid tabulations are available for inspection upon request.

BID WILL BE OPENED **JUNE 30, 2009 at 3:30 p.m.**
and may not be withdrawn within 90 calendar days after such date and time.

BID TITLE: **FIRE STATION #4 EMERGENCY GENERATOR – PURCHASE AND INSTALLATION**

BID NO. **232-09**

BUYER: PAMELA DALEY **(561) 845-4180**

DELIVERY DATE

SEE SPECIAL INSTRUCTION

CASH DISCOUNT TERMS

IF BID EXCEEDS $50,000, BIDDER MUST PROVIDE BID BOND OR CASHIERS CHECK IN THE AMOUNT OF 5% OF BID OR BID WILL BE REJECTED $_____

TOTAL BID AMOUNT $_____

FEDERAL EMPLOYER I.D. or SOCIAL SECURITY NUMBER

DUN & BRADSTREET NUMBER

BIDDER NAME

BIDDER MAILING ADDRESS/CITY/STATE/ZIP

AREA CODE TELEPHONE NO.	CONTACT PERSON
FAX NO.	INTERNET ADDRESS

_____
AUTHORIZED SIGNATURE (original in ink)

_____
TYPED NAME OF SIGNER TITLE

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same items/services, and is in all respects fair and without collusion or fraud, I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. Further by signature of this form, pages 1 through 4 are acknowledged and accepted as well as any special instruction sheet(s) if applicable.

6. **ADDENDA TO BID:** The City reserves the [illegible] to amend this Bid prior to the Bid opening date indicated. Only written addenda will be binding. If, upon review, material errors in specifications are found, contact the Purchasing Department immediately, prior to Bid opening date, to allow for review and subsequent clarification on the part of the City.

7. **ACCEPTANCE / REJECTION OF BIDS:** The City of Riviera Beach reserves the right to accept or to reject any or all bids and to make the award to that bidder, who in the opinion of the City will be in the best interest of and/or the most advantageous to the City. The City of Riviera Beach also reserves the right to reject the bid of any vendor who has previously failed in the proper performance of an award to delivery on time contracts of a similar nature or who is not in the position to perform properly under this award. The City of Riviera Beach reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. The City of Riviera Beach reserves the right to waive any irregularities and technicalities and may, at its discretion, request a re-bid.

The Contract will be awarded to the lowest, most responsive and responsible bidder complying with all the provisions of the Invitation to Bid, provided the price is reasonable and it is in the best interest of the City to accept it. The Purchasing Director reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the City. The Purchasing Director also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder whose investigation shows is not in a position to perform the contract.

In determining responsibility, the following qualifications, in addition to price, will be considered in the evaluation of the bid:

The ability, capacity, and skill of the bidder to perform the service required.

Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.

The character, integrity, reputation, judgment, experience and efficiency of the bidder.

The quality of performance of previous contracts or services.

The previous and existing compliance by the bidder with the laws and ordinances relating to the contract or service.

The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.

The quality, availability, and adaptability of the supplies or services to the particular use required.

The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.

Whether the bidder is in arrears to the City on a debt or contract or is a defaulter on surety to the City, or whether the bidder's taxes or assessments are delinquent.

Such other information as may be required or obtained.

8. **LEGAL REQUIREMENTS:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility.

Vendors doing business with the City are prohibited from discriminating against any employee, applicant, or client because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

The City of Riviera Beach is committed to assuring equal opportunity in the award of contracts and, therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age, sex, sexual orientation, disability and marital status.

Minority Business Enterprise (MBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Blacks, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others as outlined in Procurement Ordinance 2412, Sect. 10-101. Minority owned businesses wishing to participate in the City procurement process may contact the Purchasing Department for information and assistance.

In compliance with Florida Public Entity Crime Statute (Section 287.132, 133), the attached Public Entity crime Form should be fully executed, notarized and submitted with bid response once per calendar year. No award will be executed with any person or affiliate identified on the State of Florida Department of General Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017 without receipt of the statement.

In compliance with Florida Statute (Section 287.087) attached form "Drug Free Workplace Certification" should be fully executed and submitted with bid response in order to be considered for a preference whenever two (2) or more bids/proposals which are equal with respect to price, quality and service are received by the City.

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded contractor/vendor and the City of Riviera Beach for any terms and conditions not specifically stated in the invitation for Bid.

The obligations of the City under this award are subject to the availability of funds lawfully appropriated for its purpose.

9. **PRICES, TERMS & PAYMENTS:** Firm prices shall be bid and include all handling, set up, shipping and inside delivery charges to the destination shown herein unless otherwise indicated.

(a) **The Bidder:** in submitting this bid certifies that the prices quoted herein are not higher than the prices at which the same commodity(s) or service(s) is sold in approximately similar quantities under similar terms and conditions to any purchaser whomsoever.

(b) **F.O.B.** - as specified in Special Instructions to bidder.

(c) **TIE BIDS:** The award on tie bids will be decided by the Director of the Purchasing Department in accordance with the provisions of the Procurement Code.

(d) **TAXES:** City of Riviera Beach is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption numbers appear on purchase order. The Contractor shall pay all applicable sales, consumer, land use, or other similar taxed required by law. The Contractor is responsible for reviewing the pertinent State Statutes involving the sales tax and complying with all requirements.

(e) **DISCOUNTS:** Bidders may offer a cash discount for prompt payment. However, such discounts will not be considered in

determining the lowest bid cost for bi. .valuation purposes. Bidders should reflect any discounts to be considered in the bid evaluation in the unit prices bid.

(f) **MISTAKES:** Bidders are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions and all other special conditions pertaining to the bid. Failure of the bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract. In case of mistakes in extension, the unit price shall govern. Multiplication or addition errors are deemed clerical errors and shall be corrected by the City.

(g) **ORDERING:** The City of Riviera Beach reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in the contract and if the seller is unable to comply therewith, the City of Riviera Beach reserves the right to obtain such delivery from others without penalty or prejudice to the City or to the seller.

10. **TERMINATION:**

(a) **FUND-OUT:** The City of Riviera Beach City Council shall be the final authority as to availability of funds and how such available funds are to be allotted and expended. In the event funds for this project/purchase are not made available or otherwise allocated the City may terminate this contract upon thirty (30) days prior written notice to the contractor.

(b) **NON PERFORMANCE:** If, in the opinion of the City of Riviera Beach, the Contractor fails to perform after reasonable notice, or the Contractor willfully or negligently does not comply with specifications, requirements, terms and conditions of the Contract, the City reserves the right to cancel the Contract by means of written notification.

(c) **CANCELLATION FOR CONVENIENCE:** The City reserves the right, at its option, to cancel this contract for any or no cause, for City convenience, by giving thirty (30) days prior written notice to the vendor/contractor, at the end of which time this contract will automatically expire without the necessity of any further action. In the event this contract is terminated for convenience as provided in this section, the vendor/contractor will be paid for all materials, goods and services (as applicable in such contract) incurred prior to the effective date of termination. Additionally, the vendor/contractor may, at the reasonable, professional discretion of the City Purchasing Director, be allowed direct termination expenses and fixed settlement costs which have become firm prior to the date of the notice of termination. No payment will be made for lost or future profits. Upon receipt of the notice of termination issued under this section, the vendor/contractor shall discontinue all work, cease any deliveries, shipment, or carriage of goods and make available the City Purchasing Director any and all reports, data, specifications, estimates, summaries, and information as are required by the contract.

11. **CONDITIONS AND PACKAGING:** Unless otherwise stated in the special instructions to bidders or the bid sheets, or specifically ordered from an accepted price list, deliveries must consist only of new and unused goods and shall be the current standards production model available at the time of the bid. The goods must be suitably packaged for shipment by common carrier. Each container or multiple units or items otherwise packaged shall bear a label, imprint, stencil or other legible markings stating name of manufacturer or supplier, purchase order number and any other markings required by specifications, or other acceptable means of identifying vendor and purchase order number.

12. **SAFETY STANDA. .S:** Unless otherwise stipulated in the bid, all manufacturing items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under. In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered from a contract resulting from this bid must be accompanied by a Material Safety Data Sheet (MSDS). A Material Safety Data Sheet (MSDS) should also be submitted to the City of Riviera Beach Risk Management Division, 600 W. Blue Heron Blvd., Riviera Beach, FL 33404. The MSDS must include the following information.

(a) The chemical name and the common name of the toxic substance.

(b) The hazards or other risks in the use of the toxic substance, including:

1. The potential for fire, explosion, corrosivity, and reactivity;
2. The known acute and chronic Health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
3. The primary routes of entry and symptoms of over-exposure.

(c) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.

(d) The emergency procedure for spills, fire, disposal, and first aid.

(e) A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

(f) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

13. **ALTERNATIVES / APPROVED EQUAL / DEVIATIONS:**

Unless otherwise specified, the mention of a particular manufacturer's brand name or number in the specifications does not imply that this particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of merchandise that will be acceptable. Alternate offers will be considered and must include descriptive literature and/or specifications.

The determination as to whether any alternate product or service is or is not equal shall be made by the City of Riviera Beach and such determination shall be final and binding upon all bidders.

Although the City of Riviera Beach provides for the consideration of alternate bids, it reserves the right to make an award in the best interest of the City. Such award may not necessarily be given to the lowest bid offered.

The bidder shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications of the items bid upon. Any deviation from specifications listed herein must be clearly indicated, otherwise it will be considered that items offered are in strict compliance with these specifications, and the successful bidder will be held responsible therefore, deviations must be explained in detail on an attached sheet(s) and itemized by number. Any delivery will not be accepted and if the item cannot be brought up to specifications in a reasonable time, the bidder will be required to compensate the City for difference in price entailed in going to the next responsible bidder.

14. **SUBCONTRACTING:** If the vendor subcon. .s any portion of a contract for any reason, he must include, in writing, the name and address of the subcontractor, name of the person to be contacted including telephone number and extent of work to be performed. This information shall be submitted with bid response. The City of Riviera Beach reserves the right to reject a bid of any bidder if the bid names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who is not in a position to perform properly under this award. The City of Riviera Beach reserves the right o make determination as to the foregoing. Minority/Women Business Enterprise (M/WBE) and Riviera Beach Company, City of Riviera Beach Ordinance 2412 requirements shall have precedence in relation to any subcontracting submittals.

15. **INTERPRETATIONS:** Any questions concerning conditions and specifications of this bid shall be directed in writing to the Purchasing Division a minimum of 96 hours prior to bid opening. No interpretation(s) shall be considered binding unless provided to all Bidders in writing by the Director of the Purchasing Division.

16. **EEO STATEMENT:** The City of Riviera Beach is committed to assuring equal opportunity in the award of contracts and, therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age and sex.

17. **BID TABULATION:** Bidders desiring a copy of the bid tabulation of the invitation to Bid may request same by enclosing a self-addressed, stamped envelope with their bid.

18. **BID FORMS:** All bid proposals must be submitted on our standard Invitation to Bid form. Bid proposals on vendor quotation forms will not be accepted.

19. **POSTING OF BID TABULATIONS:** Bid tabulations, with recommended awards, will be posted, for review by interested parties, at the Purchasing Department prior to submission through the appropriate approval process, and will remain posted for a period of 72 hours. Failure to file a protest to the Director of Purchasing within the time prescribed in Section 8-101 of the City's Procurement Ordinance 2412 shall constitute a waiver of proceedings under the referenced City ordinance.

20. **MINORITY/WOMEN BUSINESS ENTERPRISE - CITY OF RIVIERA BEACH ORDINANCE #2412:** It is the policy of the City of Riviera Beach that Minority Business Enterprise (M/WBE) shall have the maximum opportunity to participate in the perform projects financed with City funds. Bidders are hereby informed that the City has established a goal of a minimum of 15% participation of Minority Business Enterprises in all City contracts. A good faith effort should be made to hire Minority subcontractors, laborers, material men, etc... (See Schedules 1 & 2).

21. **SELECTION PROCESS:** Notwithstanding any other provisions, preference shall be given in the selection process as follows:

    (a) If there is a tie in bid amounts between a Riviera Beach company and one from another city, the Riviera Beach Company will be awarded the bid.

    (b) If no Riviera Beach Company bids on a contract, preference will be given to Palm Beach County companies, the State of Florida and then out of state.

22. **OTHER QUALIFICATIONS:** The above preference criteria are based on the fact, that the company awarded the contract will have met all other qualifications necessary to provide the goods/services being bid. The qualifications include, but are not limited to:
    1 - Experience
    2 - References
    3 - Insurance Requirements
    4 - Bond (if ne. .ary)
    5 - The content of the bid

    Failure to meet above qualifications and others as required by bid specifications will cause the bid to be rejected.

23. **BIDDERS RESPONSIBILITY:** Each bidder must, before submitting their bid, carefully examine and become familiar with this Invitation to Bid and all of its contents. Ignorance of the bid content and resulting contract will in no way relieve the Contractor of any of the obligations and responsibilities.

24. **PROTEST PROCEDURES:** Protest Procedures are provided in Article 8, Section 8-101 of City of Riviera Beach Procurement Ordinance No. 2412.

    Protest must be addressed in writing to the Director of Purchasing. Identifying the protester, the solicitation and the basis for the protest and must be received by the Purchasing Department within six (6) calendar days of the award posting date. The protest is considered filed when it is received by the Purchasing Department.

    Failure to file protest as outlined in the City's Procurement Ordinance shall constitute a waiver of proceedings under the City of Riviera Beach Ordinance 2412.

25. **AWARDS: If a specific basis of award is not established in the special instructions to bidders, the award shall be to the responsible bidder with the lowest responsive bid meeting the written specifications.** As the best interest of the City of Riviera Beach may require, the right is reserved to make award(s) by individual commodities/services, group of commodities/services, all or none or any combination thereof. When a group is specified, all items within the group must be bid. A bidder desiring to bid "No Charge" on an item in a group must so indicate; otherwise the bid for the group will be construed as incomplete and may be rejected. However, if bidders do not bid all items within a group, the City reserves the right to award on an item by item basis. When a group bid is indicated or variable quantities and the bid for the group shows evidence of unbalanced bid prices, such bid may be rejected. The Purchasing Director or the City of Riviera Beach, whichever is applicable reserves the right to waive technicalities and irregularities and to reject any or all bids.

26. **NON-CONFORMANCE TO CONTRACT CONDITIONS:** The City may withhold acceptance of, or reject any items which are found, upon examination, not to meet the specification requirements. Upon written notification of rejection, items shall be removed within five (5) calendar days by the Vendor at his expense and redelivered at his expense. Rejected goods left longer than thirty (30) days will be regarded as abandoned and the City shall have the right to dispose of them as its own property. On foodstuffs and drugs, no written notice or rejection need be given. Upon verbal notice to do so, the Vendor shall immediately remove and replace such rejected merchandise at his expense. Rejection for non-conformance, failure to provide services conforming to specifications, or failure to meet delivery schedules may result in contractor being found in default.

27. **INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination. Title and risk of loss or damage to all items shall be the responsibility of the contractor until accepted by the City.

28. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship or performance of items offered on this bid prior to their delivery, it shall be the responsibility of the successful bidder to notify the City at once, indicating in his letter the specific regulation which required an alternation. The City of Riviera Beach reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the City.

29. **CONFLICT OF INTEREST:** The award under is subject to provisions of State Statutes and City Ordinances. All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the City of Riviera Beach. Further, all bidders must disclose the name of any City employee who owns, directly or indirectly, interest of ten percent (10%) or more in the bidder's business.

30. **LEGAL REQUIREMENTS:** Applicable provisions of all Federal, State, County and local laws, and of all ordinance, rules and regulations including the Procurement Code of the City of Riviera Beach shall govern development, submittal and evaluation of bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid in response hereto and City of Riviera Beach by and through its officers, employees and authorized representative, or any other person natural or otherwise. Lack of knowledge by any bidder shall not constitute a recognizable defense against the legal effect thereof.

31. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless the City and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the bidder 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 all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

32. **ASSIGNMENT, SUBCONTRACT:** Contractor shall not transfer, convey, pledge, subcontract or assign the performance required by this bid without the prior written consent of the Purchasing Director. Any Award issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable, transferable, or otherwise disposable except with the prior written consent of the Purchasing Director.

33. **QUALIFICATIONS OF BIDDER:** Bids will be considered only from firms normally engaged in providing the types of commodities/services specified herein. Bidder must have a minimum of three years experience with similar projects. The City reserves the right to inspect the facilities, equipment, personnel and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. The Purchasing Director or the City will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject bids where evidence of evaluation is determined to indicate inability to perform. The Purchasing Director or the City reserves the right to consider a bidder's history of citations and/or violations of Environmental regulations in determining responsibility. Bidder should submit with his proposal a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Bidder to submit such information may be grounds for termination of any contract awarded to successful Bidder. Bidder shall notify the City immediately of notice of any citations or violations which he may receive after the Bid or Proposal opening date and during the time of performance under any Contract awarded to him.

34. **NOTICE TO SELLER TO DELIVER:** No delivery shall become due or be acceptable without a written order or shipping instruction by the City, unless otherwise provided in the Contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the Seller may be given telephone notice, to be confirmed by an order in writing.

35. **MODIFICATIONS:** All changes to purchase orders shall be by issuance of a change order. Any modifications or changes to any contract entered into as a result of this bid must be by written amendment with the same formality and of equal dignity prior to the initiation of any such change.

36. **PURCHASE BY O. .R GOVERNMENTAL AGENCIES:** Each Governmental unit which avails itself of this contract will establish its own contract, place its own orders, issue its own purchase orders, be invoiced there from and make its own payments and issue its own exemption certificates as required by the bidder.

    It is understood and agreed that the City of Riviera Beach is not a legally binding party to any contractual agreement made between any governmental unit and the bidder as a result of this bid.

37. **LICENSES AND PERMITS:** It shall be the responsibility of the successful bidder to obtain, at no additional cost to the City, any and all licenses and permits required to complete this contractual service.

    A copy of the current licenses and certificate of competency shall be submitted with the bid and must be in the name of the vendor shown on the Bid Proposal.

38. **BID SECURITY AND PERFORMANCE BONDS**
    Bid security shall be required for all competitive sealed bidding for construction contracts when the price is estimated by the Director of purchasing to exceed $50,000. Bid security shall be a bond provided by a surety company authorized to do business in the State, or the equivalent in case, or otherwise supplied in a form satisfactory to the City. Nothing herein shall prevent the requirement of such bonds on construction contracts under $50,000 when then circumstances warrant in the opinion of the City Manager.

39. **AMOUNT OF BID SECURITY**
    Bid security shall be in an amount equal to at least 5% of the amount of the bid.

40. **REJECTION OF BIDS FOR NONCOMPLIANCE WITH BID SECURITY REQUIREMENTS**
    When the invitation for bid requires bid security, a bid shall be rejected in the event of non-compliance unless it is determine that the bid fails to comply only in a nonsubstantial manner with the security requirement.

41. **WARRANTY:** The successful bidder shall furnish factory warranty on all equipment furnished hereunder against defect in materials and /or warranty shall become effective on the date of delivery and acceptance by the City. Should any defects in materials or workmanship, except ordinary wear and tear appear during the above stated warranty period, the successful bidder shall repair or replace same at no cost to the City. **Warranties shall be indicated on the bid sheet or enclosed herewith.**

42. **TERMS AND CONDITIONS OF AGREEMENT:** An example of the agreement to be entered into with the successful bidder is available for review on the Purchasing Department web page at www.rivierabch.com.

43. **EXECUTION OF AGREEMENT:** The successful bidder shall, within ten (10) working days after notification of award by the City, enter into a contract with the City on forms as included within the Invitation to Bid documents for the performance of work awarded him and shall simultaneously provide any required bonds, indemnities and insurance certificates. Failure to comply within the established deadline for submittal of required documents may be grounds for cancellation of the award.

44. **SPECIAL CONDITIONS:** Any and all special conditions that may vary from these standard conditions shall have precedence.

45. **ADDITIONAL INFORMATION:** The entire chapter of the City of Riviera Beach Procurement Code describing the aforementioned subject matter can be obtained from the Purchasing Department by calling (561) 845-4180. You may also view and/or download the Request For Proposals, Requests for Quotation, Request for Letters of Interest, structure of the Purchasing Department, telephone directory, How to do Business with the City of Riviera Beach and Vendor Registration on the internet at : www.rivierabch.com.

CITY OF RIVIERA BEACH
OFFICE OF CITY CLERK

600 WEST BLUE HERON BLVD,
SUITE 140
Riviera Beach, Florida 33404
Phone (561) 845-4180

PLAN HOLDER INFORMATION SHEET

PLEASE COMPLETE AND FAX THIS DOCUMENT TO THE PURCHASING DEPARTMENT. YOUR INFORMATION WILL BE ADDED TO THE CURRENT PLAN HOLDER LIST AND HELP TO INSURE RECEIPT OF CHANGES OR ADDITIONAL INFORMATION.

PURCHASING DEPARTMENT: FAX 561-842-5105
OFFICE 561-845-4180

BID # 232-09

Contact Person _____

Business Name _____

Business Address _____

Business City, State, Zip _____

Email Address: _____

Business Phone # _____ Business Fax # _____

ALL QUESTIONS PERTAINING TO THIS SOLICITATION **MUST** BE SUBMITTED IN WRITING.

(PLEASE USE THIS FORM AND TELEFAX TO 561-842-5105 TO THE ATTENTION OF BENJAMIN GUY, DIRECTOR OF PURCHASING. WE WILL RESPOND AS SOON AS POSSIBLE.)

DATE: _____ **BID # 232-09**

Contact Person _____

Business Name _____

Business Address _____

Business City, State, Zip _____

Fax No.: _____ Office No: _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

SCOPE OF WORK

1.0 SCORE

The City of Riviera Beach Purchasing Department is soliciting sealed bid proposals from qualified and experience contractors to provide a complete turnkey resolution for an emergency generator unit to be installed at Fire Station #4 located at 7501 North Military Trail, Riviera Beach.

The specifications listed on page (9) are to insure the delivery of a complete unit ready for operation. Omission of any essential detail from this specification does not relieve the supplier from furnishing of a complete unit.

Bidders are to provide a unit price that shall include all costs for material, installation and the warranty as detailed in the specifications.

The work to be done under this contract includes, but is not limited to; providing all labor, materials, supervision, equipment and related items necessary to complete this project in accordance with specifications and plans.

2.0 NON-MANDATORY SITE INSPECTION:

A NON-MANDATORY pre-bid inspection to examine location and verify services requested will be scheduled for June 24, 2009 @ 10 AM.

Failure to make a pre-bid inspection shall not relieve the contractor from the requirement to provide services necessary, nor shall it be grounds for a change order for work that would have been apparent had a site visit been made. Vendors intending to submit a quotation shall be charged with providing a completed project without recourse to additive change order for conditions or problems that would have been apparent and included had they visited the site.

Contact for Non-Mandatory site inspection:
Peter Leduc, Deputy Fire Chief
(561) 845-4108

3.0 MANUALS

One (1) complete shop repair manual and parts list must be furnished with unit at the time of delivery. The successful bidder must service all equipment prior to delivery at no charge to the City.

4.0 WARRANTY

The successful bidder shall furnish factory warranty on all equipment furnished hereunder against defect in materials and/or warranty shall become effective on the date of delivery and acceptance by the City. Should any defects in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the successful bidder shall repair or replace same at no cost to the City. Warranties shall be indicated on the bid sheet or enclosed herewith.

Bids will be received until 3:30 p.m., June 30, 2009 at the office of the City Clerk, 600 West Blue Heron Boulevard, Suite #140, Riviera Beach, Florida. Bids will be opened and publicly read aloud in the Council Chambers on the specified date and time. No bids will be accepted after the time and date specified.

The bidder is required to examine carefully the Scope of Work and be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under this bid, or affect the equipment, materials and labor required.

SPECIFICATIONS

5.0 PURCHASE AND INSTALLATION OF EMERGENCY GENERATOR

EXISTING:

Concrete Pad
Transfer Switch/equipment
Exterior Housing
LP Gas Line/capped

To maintain continuance of service and like equipment as existing at Fire Stations 1, 2 & 3 the City of Riviera Beach Request the following unit.

- Katolight 50 - 60 KW propane generator with sound enclosure
- 120/240 volt, 1-phase, 250 amps
- 12 –volt battery, rack and cables

Installation:

- All electric wiring, harnesses, site prep i.e. cutting, patching, trenching,
- All permitting and applicable documents
- All associated installation costs, transportation, delivery, crane, forklift, manpower
- Connection to existing transfer switch equipment and all necessary related wiring, connections, equipment, functions
- Removal of existing exterior housing if not needed, (move to parking space)
- All upgrading of existing wiring, connections, equipment
- 6-amp battery maintainer charger
- Isochronous governor
- Coolant heater with thermostat
- Low coolant level shutdown with fault light
- High temperature, low oil pressure, over speed, over crank, automatic shutdown
- Oil drain extension
- 2-year 1,500 – hour warranty
- Certified factory testing
- All liquids, coolant, oil, etc.
- LP fuel line hook-up
- Test acceptance performed/witnessed
- Three sets of operation manuals
- Emergency stop button
- Mainline circuit breaker/if existing can not be used
- Vibration pad isolators
- Painted sound attenuated weatherproof enclosure/aluminum preferred

6.0 RESPONSIBILITIES OF THE CONTRACTOR

The responsibilities of the Contractor include, but shall not be limited to, the following:

Contractor shall assume full responsibility for damage to City property caused by Contractor's employees or equipment as determined by designated City personnel.

Contractor shall be solely responsible for the safety of Contractor's employees and others relative to Contractor's work, work procedures, material, equipment, transportation, signage and related activities and equipment.

Contractor shall provide competent workers and competent supervision.

Contactor shall be responsible on a daily basis to maintain a clean work site, to remove debris, and to dispose of it properly at the Contractor's expense.

Contractor shall perform work without unnecessarily interfering with City activities.

Contractor shall obtain all necessary permits and inspections required for the work to perform and shall pay all charges incidental thereto.

The Contractor shall take precautions necessary to protect person or property against injury or damage and be responsible for any such damage, or injury that occurs as a result of their fault or negligence.

Reporting Dangerous Conditions/Situations: Any encounter with dangerous conditions or unusual situations shall be reported to the Purchasing Director (Benjamin Guy) at 561-845-4180.

Damages by CONTRACTOR: Any damage to buildings fences, structures, automobiles, windows, etc., as a result of the extraction/transport/disposal shall be repaired/replaced within two (2) weeks of date of damage by the CONTRACTOR, at no cost to the City. All incidents of damage by the CONTRACTOR and any discoveries of damage shall be reported to the City Contact Person.

SAMPLES

Contractor shall also provide a written work plan and timeline for the proposed job. The City may either (a) accept the work plan, timeline, or issue the Contractor a purchase order to proceed, (b) elect to not have Contractor proceed with the project, or (c) the City may provide a revised work plan and timeline for the Contractor to evaluate. Contractor shall not proceed with any work until it obtains written authorization to proceed from the City.

If a project requires special equipment such as a lift or hoist, roll-off dumpster, Contractor shall include the price for the use of such equipment in the written estimate. The City reserves the right to either accept such price or to reject it and request a lower price from Contractor. Both parties must be in agreement regarding such price before the City provides authorization to proceed.

Work shall be performed 7:00 a.m. to 5:00 p.m., Monday through Friday unless otherwise authorized by the Purchasing Director.

Contractor shall supervise all work performed under this Agreement. However, the City may inspect all work to determine that the quality is acceptable to the City.

A. **AWARD CRITERIA:**

The award shall be to the responsive and responsible low bidder meeting the written specifications for **each individual bid proposal schedule.**

B. **PROJECT COMPLETION TIME:**

The low responsive and responsible bidder for each Bid Proposal Schedule shall be required to execute the City's standard contract for Construction Services (available for review @ www.rivierabch.com) and complete all required work within fifty (45) calendar days of the bid closing date.

C. **FURTHER INFORMATION:**

Bidders requiring additional information regarding any of the bid terms, conditions or administrative requirements should contact Pamela Daley, Senior Procurement Specialist at (561) 845-4180.

No change(s) and no interpretation(s) shall be considered binding unless provided to all bidders in writing by the Director of the Purchasing.

Project work schedules shall be coordinated with the Purchasing Director (Benjamin Guy) before any work is started. Bidders requiring additional information as to the technical provisions or desiring to view the site shall contact the Purchasing Department.

D. **INSURANCE REQUIREMENTS:**

Prior to commencing any work under a contract, the Contractor shall provide evidence of the following insurance coverage and endorsements.

1. Workers Compensation and Employers Liability coverage applying to all employees for the statutory limits in compliance with applicable State and Federal laws. Coverage must include employer's liability with a minimum limit of $1,000,000 each accident.

2. Business Auto Policy, or similar form, shall have minimum limits of $1,000,000 per occurrence combined single limit for bodily injury and property damage liability. This shall include owned, hired and non-owned vehicles.

3. Commercial General Liability, or similar form, shall have minimum limits of $1,000,000 per occurrence combined single limit for personal injury, bodily injury, and property damage liability. Coverage shall include premises and/or operations, independent contractors, products and/or complete operations, contractual liability and broad form property damage endorsements. Coverage for the hazards of explosion, collapse and underground property damage must also be included when applicable to the work to be performed.

A signed Certificate or Certificates of Insurance, evidencing that required insurance have been procured by Contractor in the types and amounts required, shall be submitted to the Purchasing Department.

Except for Workers Compensation and Employers Liability, Certificates of Insurance shall clearly evidence that an endorsement was made to include the City of Riviera, Florida, its agents, employees and elected officials as additional insured. Required insurance shall support Contractor's agreement of indemnity set forth above and shall so state in said certificate. Further, said certificate of insurance shall unequivocally provide for a thirty (30) days written notice to the City prior to any adverse change and/or cancellation or non-renewal of coverage. Said liability insurance must be acceptable to and approved by the City as to form and types of coverage.

In the event that the statutory liability of the City is amended during the term of the contract to exceed the above limits, Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City.

It shall be the responsibility of the Contractor that its subcontractors comply with the same insurance requirements referenced above.

E. INDEMNIFICATION:

CONTRACTOR shall indemnify and save harmless and defend the CITY, its agents, servants, officers and employees from and against any and all claims, liabilities, losses, damages, and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, omission or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement.

The CONTRACTOR further agrees to indemnify, save harmless and defend the City, its agents, servants, officers and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the CONTRACTOR not included in the paragraph above and for which the City, its agents, servants, officers, or employees are alleged to be liable. Nothing contained in this provision shall be construed or interpreted as consent b the City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

The indemnification provided above shall obligate the CONTRACTOR to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at CITY'S option, any and all claims of liability and all suits and actions of every name and description covered by Section 6.1 above which may be brought against the CITY whether performed by CONTRACTOR, or persons employed or utilized by CONTRACTOR.

F. PAYMENT/PERFORMANCE BOND:

The successful bidder will be required to secure a payment and performance bond in the amount equal to 100% of the contract amount. For any bid excess of $50,000.00

G. PERMITS AND FEES:

The CONTRACTOR shall procure and pay for all permits and licenses, charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work. The cost of all permits, fees, etc. shall be included in price bid except where noted in the specifications and requirements.

H. SUBCONTRACTING:

After award and prior to start of work the CONTRACTOR shall submit a listing of all subcontractors, if any, and the portion of the contract they will perform. If subcontractors are stated, this does not relieve the CONTRACTOR from the prime responsibility of full and complete satisfactory and acceptable performance under any awarded contract. No job can be subcontracted without prior approval from the Purchasing Director or Purchasing Designee.

I. CODE REQUIREMENTS:

The CONTRACTOR and his subcontractors on this project must be familiar with all applicable Federal, State, and Local Laws, Regulations or Codes and be governed accordingly as they will apply to this project and the actions or operations of those engaged in the work or concerning materials used. CONTRACTOR shall ask for and receive any required inspections.

J. CONDUCT OF EMPLOYEES:

All employees of the CONTRACTOR shall conduct themselves in a courteous and professional manner at all times. Abusive language or gestures shall not be tolerated and could be cause for removal from contract. Caution shall be exercised to assure that their operations do not cause any safety hazards to the general public. Whenever questions, complaints, etc., are directed to an employee of the CONTRACTOR by the public, they are to acknowledge, record, and pass on to the City's Contact Person if unable to reply.

K. **SUPERVISION AND INSPECTIONS:**

The CONTRACTOR shall have a competent and designated person in charge and outside for each crew at all times. The City shall inspect work at its discretion. If work is not performed to specifications outlined in this contract, the CONTRACTOR will have 72 hours to correct the deficiency, weather permitting. If deficiency is not corrected, liquidated damages will be accessed. The City reserves the right to withhold payments for any work which is not considered to be within the scope of the specifications of the contract. Continued failure to meet terms of the contract will result in the termination of contract.

L. **INVOICING:**

Contractor shall present an invoice to the City upon completion of each work request. Said invoice shall be completely itemized and include the City Purchase Order Number and the CONTRACTOR Invoice Number.

M. **NON-COLLUSION STATEMENT:**

By signing this offer, the vendor certifies that this offer is made independently and free from collusion. Vendor shall disclose below, to their best knowledge, any Riviera Beach officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), Fla. Stat. (1989), who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement. Any Riviera Beach officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he/she directly or indirectly owns more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

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

Contractor, if doing business under an assumed name, i.e. an Individual, Association, Partnership, Corporation, or otherwise, shall be registered with the Florida Department of State, Division of Corporations.

N. **PUBLIC SAFETY AND CONVENIENCE:**

The Contractor shall at all times conduct his work as to insure the least possible obstruction to normal pedestrian and vehicular traffic including access to all public and private properties and inconvenience to the general public and the residents in the vicinity of the work and to insure the protection of persons and property.

Except as may be approved by the Purchasing Director (Benjamin Guy), the following rules apply. No more than one-half of the road or street shall be closed and traffic shall be controlled to provide minimum hindrance and inconvenience. No road or street shall be closed to the public. There shall be no obstruction of the travel lanes between the hours of 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m.

Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times.

The City franchises roll off containers/dumpsters. If Contractor should have to use a roll off container/dumpster, the Public Works Department will provide the name of the franchisee upon request.

The Purchasing Director (Benjamin Guy) may be reached at (561) 845-4180.

O. **EQUIPMENT AND PERSONNEL:**

Any and all defective equipment shall be promptly removed from the site. Personnel employed directly, or indirectly, by the Contractor who is incompetent, inept or unfit to perform the work shall be promptly removed from work covered under the contract. Failure of the Contractor to remove defective equipment or personnel who are incompetent, inept or unfit may result in the termination of the contract.

P. CONTRACT:

The Purchasing Department shall issue a purchase order incorporating this Invitation to Bid and the Bid documents submitted by the bidder with whom to contract. Such purchase order together with the City standard contract for construction services shall constitute the contract.

The contractor shall not assign, transfer or subcontract this contract either in whole, or in part, without prior written approval of the Purchasing Director or Purchasing Designee.

Contractor shall not transfer or subcontract any work either in whole or in part, without prior written approval of the Purchasing Director or Purchasing Designee.

The contract will be subject to immediate cancellation if services do not comply with the specifications or the terms and conditions as stated herein.
Contractor shall possess and keep in force all licenses, business permits and other permits required to perform the services of this Agreement.

Note: Contractors are required to obtain and maintain active service for the following equipment: **fax machine, pager, or cellular phone** (see equipment requirements).

Q. CONTRACT AMOUNT

Prices quoted in the bid will be considered firm for each type work to be performed.

R. PROTECTION OF PROPERTY

The Contractor shall at all time guard against damage or loss to the property of the City of Riviera Beach or other owners and shall be held responsible for replacing or repairing any such loss or damage. The City of Riviera Beach may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the Contractor or his agents.

The responsibility for all harm or damage to person or property arising out of, or on account of, work done under this Contract shall rest upon the Contractor and the Contractor shall save the City harmless from all claims made on account of such damage.

S. INSPECTION/ACCEPTANCE OF WORK

Acceptance of work performed will be made by the City's Project Manager once the Project Manager has inspected the work and determined that the job was completed consistent with the work request and to the satisfaction of this document and fully complies with the specifications herein as specified on page ()sheet L4 Section 3.10 Inspection and Acceptance.

PAYMENT

Payment will be made by the City after commodities/services have been received, accepted and properly invoiced as indicated in the contract and/or order. Invoices must state the purchase order number.

Contractor shall present an invoice to the City upon completion of each work request. Invoices shall be itemized consistent with the work request and shall show property location/address, work request number, date completed and charges.

Payment for services shall be made only for work performed and requested of the Contractor and accepted by the City.

BID CHECKLIST

Bidders are expected to examine this bid form, attached drawings, specifications, if any, and all instructions. Failure to do so will be at the Bidder's risk.

All prices and notations must be in ink or typewritten. No erasure permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by the person signing the bid. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

Each bidder shall furnish the information required on the bid form and each accompanying sheet thereof on which he or she makes an entry.

Unit price for each unit bid shall be shown. A total shall be entered in the amount column for each bid. In case of discrepancy between a unit price and extended price, the unit prices represented will presume to be correct.

Although the City generally awards based on a "lump sum" basis to the bidder submitting the lowest, most responsive and responsible total bid as shown on the Invitation to Bid cover page, the City may choose to award on a "per group" or "per item" basis. Therefore, bidders must submit with their bids, all pricing pages on the forms provided clearly indicating which items are bid and which are not. Failure to submit these pages will render such bid non-responsive.

Bid Check List:

Bidders are cautioned to please check their bid very carefully, using the following check list:

_____ Bidder's Certification Page Signed and Notarized

_____ Invitation to Bid Cost Proposal, including Unit Price and Total price completed. Total Amount of Bid Entered on Invitation to Bid Cover Sheet.

_____ Bid Envelope prepared as specified

_____ It is the bidder's responsibility to contact the Purchasing Department prior to submitting a bid to ascertain if any addenda have been issued, to obtain such addenda and return executed addenda with the bid.

ATTACHMENT "A"

REQUIRED FORMS

IN ADDITION TO THE INVITATION TO BID COVER PAGE, THE FORMS LISTED BELOW ARE TO BE COMPLETED AND SUBMITTED WITH YOUR BID.

1) BID COST PROPOSAL SHEET

2) BIDDER'S CERTIFICATION

3) ADDENDUM PAGE

4) REFERENCES

5) DRUG FREE WORKPLACE

6) PUBLIC ENTITY CRIMES STATEMENT

7) SCHEDULE 1 – PARTICIPATION FOR M/WBE CONTRACTORS/PROPOSERS

8) SCHEDULE 2 – LETTER OF INTENT TO PERFORM AS A MINORITY SUB- CONTRACTOR

9) STATEMENT OF NO BID

10) BID BOND

NOTE: **PLEASE ENSURE THAT ALL OF THESE DOCUMENTS ARE COMPLETED AND SUBMITTED WITH YOUR BID IN ACCORDANCE WITH THE INSTRUCTION SHEET ON THE PRECEDING PAGE. FAILURE TO DO SO MAY RESULT IN YOUR BID NOT BEING CONSIDERED FOR AWARD.**

IT IS THE BIDDER'S RESPONSIBILITY TO CONTACT THE PURCHASING DEPARTMENT PRIOR TO SUBMITTING A BID TO ASCERTAIN IF ANY ADDENDA HAVE BEEN ISSUED, TO OBTAIN ANY AND ALL SUCH ADDENDA AND RETURN EXECUTED ADDENDA WITH THIS BID.

BID COST PROPOSAL SHEET

(To Be Completed By the Bidder)

INVITATION FOR BID (IFB) # 232-09
FIRE STATION #4 EMERGENCY GENERATOR - PURCHASE AND INSTALLATION

Company: _____ **Contact:** _____

Address: _____

Phone: _____ **Fax:** _____ **Email:** _____

TIN: _____
Federal Identification Number

Signature of Authorized Officer: _____

The undersigned further states that he has carefully examined the specifications of this Bid Proposal and is thoroughly familiar with all its provisions and has provided any and all required documentation within:

- **TOTAL COST OF GENERATOR MEETING BID SPECIFICATIONS:** $_____

  F.OB. DELIVERED – CITY OF RIVIERA BEACH

- **TOTAL LABOR COST:** $_____

BID TOTAL COST: _____ $_____

CONTRACTOR RESPONSIBLE FOR ALL PERMITS COST

ADDITIONAL OPTIONS:

- **FIVE YEAR EXTENDED WARRANTY** $_____

DELIVERY DAYS AFTER RECEIPT OF ORDER: _____

MANUFACTURER: _____

MAKE: _____

MODEL: _____

VENDOR REPRESENTS THAT HE/SHE IS A:

BLACK MINORITY BUSINESS ENTERPRISE ( )
HISPANIC MINORITY BUSINESS ENTERPRISE ( )
OTHER MINORITY BUSINESS ENTERPRISE ( ) **SPECIFY** _____
WOMEN BUSINESS ENTERPRISE ( )
NON-MINORITY VENDOR ( )

BIDDER'S CERTIFICATION

I have carefully examined the Invitation to Bid, Instructions to Bidders, General and/or Special Conditions, Specifications, Bid Proposal and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the bids. Furthermore, I agree to abide by all conditions of the bid.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor / contractor as its act and deed and that the vendor / contractor is ready, willing and able to perform if awarded the bid.

I further certify that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the CITY OF RIVIERA BEACH or of any other bidder interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

_____
NAME OF BUSINESS

BY:

_____
SIGNATURE

_____
PRINTED NAME AND TITLE

_____
MAILING ADDRESS

_____
CITY, STATE, ZIP CODE

_____
TELEPHONE NUMBER

_____
FAX NUMBER

_____
E-MAIL ADDRESS

Sworn to and subscribed before me this _____ day of _____, 20__.

_____
SIGNATURE OF NOTARY

MY COMMISSION EXPIRES: _____

PERSONALLY KNOWN _____

OR PRODUCED

IDENTIFICATION _____

TYPE: _____

ADDENDUM PAGE

The undersigned acknowledges receipt of the following addenda to the Invitation to Bid (indicate number and date of each):

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

FAILURE TO SUBMIT ACKNOWLEDGEMENT OF ANY ADDENDUM THAT AFFECTS THE BID PRICES IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE BID.

_____
COMPANY

_____
SIGNATURE

_____
TITLE

REFERENCES

Proposer shall submit as a part of the proposal package four (4) business references with the name of the business, address, contact person, and telephone number.

Additionally, contractors should submit a copy of their professional license as required by paragraph 38 of the General Terms and Conditions of the BID.

Name: _____ Name: _____

Address: _____ Address: _____

Tel. No.: _____ Tel. No.: _____

Fax No_____ Fax No.: _____

Email: _____ Email: _____

Contact: _____ Contact: _____

Name: _____ Name: _____

Address: _____ Address: _____

Tel. No.: _____ Tel. No.: _____

Fax No_____ Fax No.: _____

Email: _____ Email: _____

Contact: _____ Contact: _____

DRUG FREE WORKPLACE

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

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 violations 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 contractual services that are under bid a copy of the statement specified in subsection (1).

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

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

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 the statement, I certify that this form complies fully with the above requirements.

THIS CERTIFICATION is submitted by _____ the
(INDIVIDUAL'S NAME)

_____ of _____
(TITLE/POSITION WITH COMPANY/VENDOR) (NAME OF COMPANY/VENDOR)

who does hereby certify that said Company/Vendor has implemented a drug free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

_____ _____
SIGNATURE DATE

CITY OF RIVIERA BEACH

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes (1995), you are hereby notified that 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or 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 [F.S.] for CATEGORY TWO [$10,000.00] for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged by:

_____
Firm Name

_____
Signature

_____
Name & Title (Print or Type)

SCHEDULE 1

PARTICIPATION FOR M/WBE CONTRACTORS/PROPOSERS

BID/RFP TITLE:_____ **BID/RFP NUMBER:**_____

NAME OF PRIME BIDDER:_____ **BID OPENING DATE:**_____

CONTACT PERSON:_____ **TELEPHONE NO.**_____ **DEPARTMENT:**_____

CONTRACT AMOUNT - MBE / WBE

	NAME, ADDRESS & TELEPHONE JMBER OF MINORITY CONTRACTOR	TYPE & DESCRIPTION OF WORK TO BE PERFORMED	BLACK	HISPANIC	OTHER	WOMEN
1.			$_____	$_____	$_____	$_____
2.			$_____	$_____	$_____	$_____
3.			$_____	$_____	$_____	$_____
4.			$_____	$_____	$_____	$_____
5.			$_____	$_____	$_____	$_____
		TOTAL:	$_____	$_____	$_____	$_____

TO BE COMPLETED BY PRIME BIDDER:

BID/RFP PRICE: $_____ **TOTAL % PARTICIPATION:** _____

SCH-1

SCHEDULE 2

BID/RFP NUMBER:_____ **LIAISON:**_____

LETTER OF INTENT TO PERFORM AS A MINORITY/SUBCONTRACTOR

TO:_____
(NAME OF PRIME BIDDER)

The undersigned intends to perform work in connection with the above bid/RFP as (Check one):

_____**a individual** _____**a corporation** _____**a partnership** _____**a joint venture**
_ The undersigned is certified as an M/WBE.

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

_____

_____

_____

_____

as the following price: $_____.
(Amount must match subcontractor's quote)

You have projected the following commencement date of such work, and the undersigned is projecting completion of such work as follows:

Items	**Projected Commencement Date**	**Projected Completion Date**

. _____% of the dollar value of the subcontract will be sublet and/or awarded to non-minority contractors and/or non-minority suppliers. The undersigned will enter into a for
ement for the work with you, conditioned upon your execution of a contract with the City of Riviera Beach.

_____
(NAME OF MINORITY CONTRACTOR)

DATE:_____ BY:_____
(SIGNATURE OF MINORITY/WOMAN CONTRACTOR)

SCH-2

STATEMENT OF NO BID

BID NO. # 232-09

If you are not bidding on this service/commodity, please complete this form and return to: City of Riviera Beach Purchasing Department, 2391 Avenue "L", Riviera Beach, Florida 33404.

Failure to respond may result in deletion of vendor's name from the qualified bidder's list for the City of Riviera Beach.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

MINORITY OWNED BUSINESSES

( ) BLACK
( ) HISPANIC
( ) WOMEN

We the undersigned have declined to bid on your Bid No. _____ for _____ because of the following reasons:
(Service/Commodity)

_____ SPECIFICATIONS TOO "TIGHT", i.e., GEARED TOWARD BRAND OR MANUFACTURER ONLY (EXPLAIN BELOW)

_____ INSUFFICIENT TIME TO RESPOND TO THE INVITATION TO BID

_____ WE DO NOT OFFER THIS PRODUCT OR AN EQUIVALENT

_____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM

_____ UNABLE TO MEET SPECIFICATIONS

_____ SPECIFICATIONS UNCLEAR (EXPLAIN BELOW)

_____ OTHER (SPECIFY BELOW)

REMARKS:

_____

_____

_____

_____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

as Principal, hereinafter called the Principal, and _____

a corporation duly organized under the laws of the State of Florida as Surety, hereinafter called the Surety, are held and firmly bound unto City of Riviera Beach, 600 W. Blue Heron Blvd, Riviera Beach, FL 33404

as Obligee, hereinafter called the Obligee, in the sum of _____

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has submitted a bid for

_____(project)

NOW, THEREFORE, if the Obligee shall accept the bid of the principal and the Principal shall enter into a Contract with Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____, 2009.

Witnesses:

_____
Principal (seal)

_____ By:_____
(Title)

For:_____
(Surety) (seal)

_____ By:_____

"E X H I B I T - B"

BID COST PROPOSAL SHEET
(To Be Completed By the Bidder)

INVITATION FOR BID (IFB) # 232-09
FIRE STATION #4 EMERGENCY GENERATOR - PURCHASE AND INSTALLATION

Company: LANGER ELECTRIC COMPANY **Contact:** ROGER LANGER, JR

Address: 6500 NW 21st AVE, SUITE # 1 FORT LAUDERDALE, FL 33309

Phone:(954)984-8489 **Fax:**(954)984-8668 **Email**Rogjr@langerelectric.com

TIN: 59-2641797
Federal Identification Number

Signature of Authorized Officer: Roger Langer V-pres

The undersigned further states that he has carefully examined the specifications of this Bid Proposal and is thoroughly familiar with all its provisions and has provided any and all required documentation within:

- **TOTAL COST OF 60 KW KATOLIGHT GENERATOR:** $ 31,406.00
  To include an aluminum housing

  F.OB. DELIVERED – CITY OF RIVIERA BEACH

- **TOTAL LABOR COST:** $ 2,327.00

BID TOTAL COST: ---------- $ 33,733.00

CONTRACTOR RESPONSIBLE FOR ALL PERMITS COST

ADDITIONAL OPTIONS:

- **FIVE YEAR EXTENDED WARRANTY** $ 980.00

DELIVERY DAYS AFTER RECEIPT OF ORDER: _____

MANUFACTURER: MTU ONSITE ENERGY

MAKE: KATOLIGHT (FORMER)

MODEL: 50-GC6NLT1

VENDOR REPRESENTS THAT HE/SHE IS A:

BLACK MINORITY BUSINESS ENTERPRISE	( )
HISPANIC MINORITY BUSINESS ENTERPRISE	( )
OTHER MINORITY BUSINESS ENTERPRISE	( ) SPECIFY _____
WOMEN BUSINESS ENTERPRISE	( )
NON-MINORITY VENDOR	(XX)

RESOLUTION NO. 109-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE THE 2008-2009 ADDENDUM TO THE BARGAINING AGREEMENT COMMENCING OCTOBER 1, 2007 TO SEPTEMBER 30, 2010 BETWEEN THE CITY OF RIVIERA BEACH AND THE PROFESSIONAL FIREFIGHTER/PARAMEDIC OF PALM BEACH COUNTY, LOCAL 2928, IAFF, INC. AND APPROVING THE TRANSFER OF $122,604 FROM GENERAL FUND SALARY CONTINGENCY AND REMAINING AMOUNT OF $183,907 TO BE ABSORB WITHIN THE FIRE DEPARTMENT BUDGET; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach has an Agreement between the Professional Firefighter/Paramedic of Palm Beach County, Local 2928, IAFF, Inc.; and

WHEREAS, both parties have agreed to make changes to Article 10. Wages in the bargaining agreement; and

WHEREAS, the language in the attached Article 10. Wages is deleted by strikethrough and the newly proposed language is underscored; and

WHEREAS, all other contract articles will remain the same; and

WHEREAS, Article 10. Wages is an addendum to the Bargaining Agreement in effect for a period of three (3) years; October 1, 2007 – September 30, 2010; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. That the City Manager and City Clerk are authorized to execute the 2008-2009 addendum to the Collective Bargaining Agreement between the City of Riviera Beach and the Professional Firefighter/Paramedic of Palm Beach County, Local 2928, IAFF, Inc. for contract year October 1, 2007 – September 30, 2010.

SECTION 2. That the Finance Director is authorized to transfer $122,604 from General Fund Salary Contingency and remaining amount of $183,907 to be absorbed within the Fire Department salary account by not filling four (4) vacant positions.

SECTION 3. That this Resolution shall take effect retroactive to October 1, 2008 upon passage and approval by City Council.

PASSED AND APPROVED this 2nd day of September, 2009.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

RESOLUTION NO. 109–09
PAGE 3

APPROVED:

THOMAS A. MASTERS
MAYOR

DAWN S. PARDO
CHAIRPERSON

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

JUDY L. DAVIS
CHAIR PRO TEM

BILLIE E. BROOKS
COUNCILPERSON

CEDRICK A. THOMAS
COUNCILPERSON

SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: C. Thomas

SECONDED BY: B. Brooks

D. PARDO aye

J. DAVIS aye

B. BROOKS aye

C. THOMAS aye

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 8/25/09

RESOLUTION NO. 110-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH BEACH COUNTY, FLORIDA, AUTHORIZING THE RENEWAL OF LIFE INSURANCE COVERAGE WITH RELIANCE STANDARD LIFE INSURANCE COMPANY TO PROVIDE LIFE INSURANCE FOR CITY EMPLOYEES FOR THE POLICY YEAR 2009-2010 AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENTS FROM VARIOUS CITY DEPARTMENTAL ACCOUNTS IN THE ESTIMATED AMOUNT NOT EXCEEDING $79,000 FOR THE POLICY YEAR.

WHEREAS, the City of Riviera Beach is in need of renewing its Life Insurance; and

WHEREAS, the City received a renewal quote for the Life Insurance in August 2009; and

WHEREAS, staff recommends continuance of the City's Life Insurance coverage with Reliance Standard Life Insurance for the FY 2009/2010 policy year.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA as follows:

SECTION 1. That staff is hereby authorized to bind coverage for the City of Riviera Beach for life insurance coverage with Reliance Standard Life Insurance Company to continue to provide life insurance for City employees for the policy year 2009-2010.

SECTION 2. That the Finance Director is authorized to make payment for the City's contribution to the Life Insurance costs from various City departmental accounts in the estimated amount not to exceed $79,000 life insurance for the policy year.

SECTION 3. This Resolution shall take effect immediately upon its passage and adoption by the City Council.

PASSED AND APPROVED this 2nd day of September, 2009.

RESOLUTION NO. 110-09
PAGE -2-___

APPROVED:

THOMAS A. MASTERS
MAYOR

DAWN S. PARDO
CHAIRPERSON

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

JUDY L. DAVIS
CHAIR PRO TEM

BILLIE E. BROOKS
COUNCILPERSON

CEDRICK A. THOMAS
COUNCILPERSON

SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: S. Lowe

SECONDED BY: B. Brooks

D. PARDO: aye

J. DAVIS: aye

B. BROOKS: aye

C. THOMAS: aye

S. LOWE: aye

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 8/26/09

DP:cbw 08/22/09