

**THE CITY OF TEMPLE TERRACE, FLORIDA
NOTICE TO BIDDERS
BID NUMBER 12-004
127th AVENUE LIFT STATION
EMERGENCY STORMWATER GENERATOR**

Sealed bids for Bid Number 12-004, 127TH AVE. LIFT STATION EMERGENCY STORMWATER GENERATOR, will be received by the City of Temple Terrace until 3:00 P.M. EST, THURSDAY, DECEMBER 15th, 2011 at the City Clerk's Office, 11250 North 56th Street, Temple Terrace Florida, 33617. No bids will be received after said hour. The bid opening will take place in the CITY HALL COUNCIL CHAMBERS IMMEDIATELY THEREAFTER.

Copies of the bid documents, and information may be obtained by contacting Michael Hall, at (813) 506-6570 or by downloading the information from the City's website: www.templeterrace.com. If required, clarification of the Specifications and Conditions may be obtained by contacting Michael Hall at (813) 506-6570. If a pre-bid site inspection is desired please contact Michael Hall as well.

All bids are to be addressed to The City of Temple Terrace, City Clerk's Office - 11250 North 56th Street, Temple Terrace Florida, 33617. All bids must be in a sealed envelope which is clearly marked: "BID #12-004: CITY OF TEMPLE TERRACE-127TH AVENUE LIFT STATION EMERGENCY STORMWATER GENERATOR 3:00 P.M. EST THURSDAY, DECEMBER 15th, 2011."

The City of Temple Terrace reserves the right to waive any defects and informality in the bidding, or in any bid to reject any or all bids for any reason whatsoever and to accept that bid deemed to be in the best interest of the City.

**CITY OF TEMPLE TERRACE, FLORIDA
GENERAL CONDITIONS
BID NUMBER 12-004
127TH AVENUE LIFT STATION
EMERGENCY STORMWATER GENERATOR**

1. RECEIPT OF PROPOSALS

Proposals shall be received at the City Clerk's Office, City Hall, 11250 North 56th Street, Temple Terrace, Florida 33617 until the time and date as shown in the Invitation to Bid.

2. PREPARATION OF PROPOSALS

The proposal forms shall be furnished by the City of Temple Terrace with all specifications, and the bidder is required to use the form and submit the proposal intact to the City Clerk's Office. All blank spaces must be filled in as noted in ink. No changes shall be made in the forms. The bidder shall sign his proposal in the blank spaces provided for this purpose. If the proposal is made by a partnership or corporation, the name and address of the partnership or corporation shall be indicated together with the names and addresses of the partners or officers. If the proposal is made by a partnership, it must be acknowledged by one of the partners; if it is made by a corporation, by one of the officers.

3. SUBMISSION OF PROPOSALS

Two original copies of the proposal shall be submitted in an enclosed sealed envelope clearly marked with the contract to which it refers. This envelope shall then be placed in an outer envelope which shall be securely sealed and addressed to the City Clerk's Office, 11250 North 56th Street, Temple Terrace, Florida 33617. It shall bear the name and address of the bidder and the designation of the contract to which the proposal refers.

4. METHOD OF AWARD

A Purchase Order (Award) will be issued as promptly as possible after December 15th, 2011.

5. EXEMPTION FROM TAX

Purchases made by the City of Temple Terrace are exempt from payment of Federal Taxes and Florida Sales and Uses Taxes. Such tax must not be included in the bid price of all items or materials furnished to the City.

6. NOTICE OF AWARD

Acceptance of Bid will be by Purchase Order, in writing, signed by an officer of the City and mailed to the address designated in the Proposal. After receipt of the Purchase Order, the Contractor will forward a formal acknowledgement to the Purchasing Office of the Finance Department.

7. OBLIGATION OF THE BIDDER

At the time of the opening of Bids, each Bidder will be presumed to have bid to the Specifications, and to have read and to be thoroughly familiar with the Specifications and Conditions and no allowance will be made for failure to have done so. Requests for interpretation or clarification of the specifications must be made no later than five (5) days prior to time of bid opening.

8. PAYMENT

Payment shall be made after completion of the required, accepted work, within thirty (30) days when an invoice is rendered by the Vendor for the amount due.

9. INSURANCE

A. LIABILITY INSURANCE

Contractor shall, at its own cost and expense, procure and maintain Comprehensive General Liability Insurance, Comprehensive Auto Liability Insurance, and Comprehensive Catastrophe Liability Insurance, as well as Worker's Compensation Insurance as required by the appropriate Workers' Compensation Law or Act. All insurance shall be carried with insurers authorized to do business in the State of Florida evidence of insurance, with adequate limits of liability, shall be furnished all parties to the contract. Such evidence shall be in the form of a formal certificate of insurance properly executed by a licensed representative of the participating insurers and must contain a clause granting at least thirty (30) days prior written notice to the certificate holder of intent to affect cancellation, non-renewal, or other material change which may have an adverse effect on the policies of insurance referred to in the certificate. The interests of the certificate holder must be added to the aforementioned liability policies of insurance as an additional insured.

MINIMUM COVERAGES AND LIMITS OF LIABILITY REQUIRED:

COMPREHENSIVE GENERAL AND AUTO LIABILITY INSURANCE

Combined single limit of liability with respect to bodily injury, personal injury and property damage liability as follows:

COMPREHENSIVE GENERAL LIABILITY: \$1,000,000 per occurrence/aggregate.

COMPREHENSIVE AUTOMOBILE LIABILITY: \$1,000,000 per occurrence.

COMPREHENSIVE CATASTROPHE LIABILITY (UMBRELLA): \$2,000,000 per occurrence/aggregate.

The above minimum limits of liability shall apply to all premises – operations, elevators, independent contractors, products – completed operations, contractual liability, broad form property damage, XCU coverage extension, employee as additional insureds, automobiles – owned and non-owned, including hired automobiles, and other coverages which may be required to satisfy the parties to the contract. In every instance coverage must apply both on and away from the premises referred to in the contract, and apply to all operations related thereto.

B. WORKMEN'S COMPENSATION INSURANCE

The policy shall be written in accordance with the statutory provisions of the state of Florida and shall include a broad form "ALL STATES" endorsement in the event the operations require any interstate involvement as respects employers-employee relationship. Full compliance with United States Longshoremen's and Harborworker's Act must be observed where applicable.

Additional Requirement:

Contractor must require that all sub-contractors, agents, and assigns procure and maintain insurance protection comparable to that required of the contractor. Contractor shall not commence work under the contract until all insurance required has been procured and approved by the City Attorney or his /her designated agent; nor shall the contractor allow any of its subcontractors to commence work until comparable insurance has been procured and approved by the City Attorney or his/her designated agent. All insurance shall be carried with insurers authorized by the Department of Insurance to transact business in the state of Florida, and evidence of insurance must be furnished all parties to the contract. All insurance shall be written by companies of recognized financial standing, best rating "A" or better.

C. PROPERTY INSURANCE

Contractor shall, at its own cost and expense, assume all responsibility for equipment and other property to be installed until such equipment or other property is approved satisfactorily installed and accepted by owner. Contractor will also assume full responsibility for his and his employees own tools and equipment as well as for those tools and equipment of his subcontractors and their employees. Contractor shall purchase and maintain, in an insurer authorized to transact business in the state of Florida and of recognized financial standing, best rating "A" or better, Builders Risk Property Insurance to include the interests of the owner, contractor, subcontractors, and sub subcontractors in

the work, in an amount representing the completed value (non reporting form) of the project and all materials, equipment and supplies which are intended to become a permanent part of the project including subsequent modifications thereto, on a replacement cost basis.

10. ACCEPTANCE WAIVER

The City of Temple Terrace reserves the right to waive any defects and informality in the bidding or in any bid, to reject any or all bids for any reason whatsoever and to accept that bid deemed to be in the best interest of the City of Temple Terrace.

11. QUALIFICATIONS OF THE BIDDER

The City may make such investigations or request bidders to submit a crime entity form under Florida Statutes 287.133(3)(a) as it deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any proposal if the evidence submitted by or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein, or has previously failed to properly perform or complete on time any contract.

CITY OF TEMPLE TERRACE, FLORIDA 127TH AVENUE LIFT STATION EMERGENCY STORMWATER GENERATOR SPECIFICATIONS

BID 12-004

SCOPE OF PROJECT AND REQUIREMENTS

Project Description: Furnish and Install an Emergency Stormwater Diesel Powered Generator with steel sound enclosure set on new diesel fuel tank to accommodate an existing stormwater lift station. Delivery, setup, and position of generator on new concrete pad included.

Project Location: 127th Avenue, Temple Terrace, FL 33617. Within City right of way, 200 linear feet west of the intersection of Rolling Hill Court and 127th Avenue.

EQUIPMENT

Generator is to be "new" 100 KW Industrial Generx Generator Model #SD100G with steel sound enclosure, 200 Amp automatic transfer switch and 200 Amp service disconnect or equivalent set on 220 gallon diesel fuel tank or equivalent.

ELECTRICAL WORK

The successful bidder will be responsible for electrical hook up, start-up, setting exerciser, and load checking the generator. This will include all conduit installation for all load wiring, control wiring and any other related equipment. Any and all electrical circuit interruptions are to be scheduled in advance and approved by the City.

All Work performed must meet or exceed National Electric Code Standards, 2008 edition.

CONCRETE FOUNDATION PAD

The successful bidder will be required to prepare site and pour a 12" reinforced concrete pad with footers to accommodate the new generator.

Special Requirements: An optional pre-bid site inspection may be arranged, at the bidder's request, prior to bid submission. This can be scheduled by contacting Assistant City Engineer, Michael Hall, P.E., Monday through Friday 8:00 a.m. - 3:00 p.m. at 813-506-6570.

WARRANTY

The successful bidder will provide an extended warranty for a period of two (2) years on the provided components commencing with the date of final acceptance of the installation by the City of Temple Terrace.

VENDOR QUALIFICATION

The successful bidder shall provide with the bid submission a letter from the generator manufacturer indicating the bidder's authority to market, install and warranty the components outlined in this bid.

Contractor, at its expense, must provide a Performance Bond in accordance with Florida State Laws.

Contractor is responsible for all required permits, meeting all required codes, and providing insurance (workman's comp., liability, vehicle, etc.)

Note:

Only Generx or Kohler Generators and Transfer Switch(s), or equivalent, as specified in the bid will be accepted by the City. No bid award will be made for substitute equipment not meeting this requirement.

IMPORTANT NOTE: The Bid price as stated here is firm from the bid date until delivery has been made and the service has been accepted by the City of Temple Terrace. The Bidder hereby agrees to commence work under this contract within 30 calendar days of receipt of a purchase order and substantially complete said work within 60 days of receipt of the purchase order. If the work is not substantially completed on time, liquidated damages in the amount of \$50 per day will be assessed beginning the 61st day of receipt of the purchase order and will be assessed daily until substantial completion of the work is achieved.

COMPANY: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE: FAX: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ DATE: _____

BID RESPONSE

Generator Equipment / Electrical Set/Transfer Switch Components Cost: \$ _____

Site work and Concrete Pad Cost: \$ _____

TOTAL PROJECT COST: \$ _____

The City of Temple Terrace reserves the right to waive any defects and informality in the bidding or in the bid, to reject any or all bids for any reason whatsoever and to accept that bid deemed to be in the best interest of the City of Temple Terrace.