CITY OF MIRAMAR

PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: May 15, 2019

Presenter's Name and Title: Roy Virgin, Ph.D., Director of Utilities, on behalf of the Utilities Department and Alicia Ayum, Director of Procurement on behalf of the Procurement Department

Temp. Reso. Number: 6912

Item Description: Temp Reso. No. 6912, APPROVING THE PURCHASE AND INSTALLATION OF STANDBY GENERATORS FOR LIFT STATIONS NO. 7 AND C FROM ALL POWER GENERATORS CORP., IN AN AMOUNT NOT-TO-EXCEED $200,000, UTILIZING THE CITY OF MIAMI BEACH, FLORIDA INVITATION TO BID (ITB) NO. 2018-039-JC, ENTITLED "FURNISH, DELIVERY, INSTALLATION, MAINTENANCE AND REPAIR OF GENERATORS"; AUTHORIZING THE CITY MANAGER TO EXECUTE AN APPROPRIATE AGREEMENT. (Utilities Director Roy Virgin and Procurement Director Alicia Ayum)

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk:

Public Notice – As Required by the Sec. _____ of the City Code and/or Sec._____, Florida Statutes, public notice for this item was provided as follows: on _____, in an _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within _____ feet of the property on _____. (Fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. _____ Florida Statutes, approval of this item requires a _____ (unanimous 4/5ths etc. vote of the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Funding of $200,000 is available in Utilities CIP Account 410-55-807-535-000-606510-54015, entitled "CIP-Construction".

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR 6912**
  - **Exhibit A: Piggyback Agreement with All Power Generators Corp.**
- **Attachment(s)**
  1. **Contract City of Miami Beach, Florida ITB No. 2018-039-JC and Contract No. 2018-039-JC.**
  2. **Letter from All Power Generators Corp.**

MIRAMAR

BEAUTY AND PROGRESS
EST 1955

CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Vernon E. Hargray, City Manager

BY: Roy Virgin, PH.D., Director of Utilities

DATE: May 9, 2019

RE: Temp. Reso. No. 6912, Approving the purchase and installation of standby generators for Lift Stations No. 7 and C

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 6912, approving the purchase and installation of standby generators for Lift Stations 7 and C from All Power Generators Corp., in an amount not-to-exceed $200,000, utilizing the City of Miami Beach Invitation to Bid No. 2018-039-JC.

ISSUE: City Commission approval is required for all expenditures exceeding $75,000 per vendor limit in accordance with section 2-412(a)(1) of the City Code.

BACKGROUND: The City's wastewater collection system provides sewer services to the residents and businesses of Miramar. The ongoing Capital Improvement Program maintains the sewer collection system infrastructure, and as part of Fiscal Year 2019 Lift Station Upgrade Project, the Utilities Department has identified Lift Stations No. 7 and C for new stationary standby generators.

Lift Station No. 7 was constructed in 1969 with a stationary standby generator, which has exceeded its useful life span. The wastewater collection encompasses approximately 54,657 linear feet of eight inch gravity sewer line with 217 manhole structures, and services 931 single family homes, a 239 residential condominium dwelling, five commercial properties and two government buildings. It is located on Beekman Drive north of Miramar Parkway.

Lift Station C was constructed in 1962 and reflects the early development of the City, thus it was built with no stationary standby generator for emergency backup power. The

wastewater collection encompasses approximately 16,050 linear feet of an eight inch gravity sewer line with 64 manholes structures, and services a 72 residential condominium building and 349 single family homes. Lift station C is located in Historic Miramar on Hibiscus Pl. South of Miramar Pkwy.

The project includes the removal of the existing stationary standby generator and the installation of a new stationary standby generator with all associated appurtenances and requirements to commission the new generator for Lift Station No 7. The project for Lift Station C includes the installation of a new stationary standby generator with all associated appurtenances and requirements to commission the new generator. Both installations will ensure continued power to the stations in an emergency situation.

City Code Section 2-413(6) provides that services that are the subject of contracts with the state, its political subdivisions or other governmental entities in the State of Florida are exempt from the City's competitive bidding procedures, if the commodities or services are the subject of a contract based strictly on competitive bids or proposals, and not on any preference. Pursuant to this provision of the Code, such utilization of other government agencies' contracts is valid during the term of that contract.

The City of Miami Beach competitively solicited and awarded a contract to All Power Generators Corp., as the solicitation's lowest responsible and responsive bidder, to "Furnish, Delivery, Installation, Maintenance and Repair of Generators." City of Miami Beach, Florida ITB No. 2018-039-JC and Contract No. 2018-039-JC with All Power Generators Corp., is for a period of three years commencing on October 5, 2018, with two one-year renewal options. All Power Generators Corp. is willing to extend the pricing, terms, and conditions of that contract to the City to furnish, deliver, install, maintain and repair generators at Lift Stations No. 7 and C in an amount not-to-exceed $ 200,000 for a one-year period.

The City Manager recommends approval of the proposed agreement with All Power Generators Corp. in an amount not-to-exceed $200,000 for a period of one-year, utilizing the City of Miami Beach, Florida ITB No. 2018-039-JC and Contract No. 2018-039-JC.

Temp. Reso. No. 6912
02/25/19
04/26/19

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE PURCHASE AND INSTALLATION OF STANDBY GENERATORS FOR LIFT STATIONS NO. 7 AND C FROM ALL POWER GENERATORS CORP., IN AN AMOUNT NOT-TO-EXCEED $200,000, UTILIZING THE CITY OF MIAMI BEACH, FLORIDA INVITATION TO BID (ITB) NO. 2018-039-JC, ENTITLED "FURNISH, DELIVERY, INSTALLATION, MAINTENANCE AND REPAIR OF GENERATORS"; AUTHORIZING THE CITY MANAGER TO EXECUTE AN APPROPRIATE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City's wastewater collection system provides sewer services to the residents and businesses of Miramar; and

WHEREAS, the ongoing Capital Improvement Program maintains the sewer collection system infrastructure; and

WHEREAS, Lift Stations No.7 and C have been identified for new stationary standby generators as part of the Fiscal Year 2019 Lift Station Upgrade Project; and

WHEREAS, Lift Station No. 7 was constructed circa 1969 with a stationary standby generator, which has exceeded its useful life span; and

WHEREAS, the wastewater collection for Lift Station No. 7 encompasses approximately 54,657 linear feet of an eight inch gravity sewer line with 217 manhole

structures, and services 931 single family homes, a 239 residential condominium dwelling, five commercial properties, and two government buildings; and

WHEREAS, Lift Station No. 7 is located in Historic Miramar on Beekman Dr. North of Miramar Pkwy; and

WHEREAS, the project for Lift Station No. 7 includes the removal of the existing stationary standby generator and the installation of a new stationary standby generator with all associated appurtenances and requirements to commission the new generator; and

WHEREAS, Lift Station C was constructed in 1962 and reflects the early development of the City, thus it was built with no stationary standby generator for emergency backup power; and

WHEREAS, the wastewater collection for Lift Station C encompasses approximately 16,050 linear feet of an eight inch gravity sewer line with 64 manholes structures, and services a 72 residential condominium building and 349 single family homes; and

WHEREAS, Lift station C is located in Historic Miramar on Hibiscus Place south of Miramar Pkwy; and

WHEREAS, the project for Lift Station C includes the installation of a new stationary standby generator with all associated appurtenances and requirements to commission the new generator; and

WHEREAS, both installations will ensure continued power to the stations in an emergency situation; and

WHEREAS, City Code Section 2-413(6) provides that services that are the subject of contracts with the state, its political subdivisions, or other governmental entities in the State of Florida are exempt from the City's competitive bidding procedures, if the commodities or services are the subject of a contract based strictly on competitive bids or proposals, and not on any preference; and

WHEREAS, City of Miami Beach competitively solicited and awarded a contract to All Power Generators Corp. as the solicitation's lowest responsible and responsive bidder, to furnish, delivery, install, maintain, and repair generators; and

WHEREAS, the City of Miami Beach, Florida ITB No. 2018-039-JC with All Power Generators Corp. is for a period of three years commencing on October 5, 2018, with two one-year renewal options, and

WHEREAS, All Power Generators Corp. is willing to extend the pricing, terms and conditions of that contract to the City for the purchase and installation of new stationary standby generators for Lift Stations No. 7 and C, in an amount not-to-exceed $200,000 for a one-year period; and

WHEREAS, City Commission approval is required for purchases exceeding the $75,000 per vendor limit, in accordance with Section 2-412(a)(1) of the City Code; and

WHEREAS, the City Manager recommends that the City Commission approve the purchase and installation of standby generators for Lift Stations No. 7 and C from All Power Generators Corp. in an amount not-to-exceed $200,000, utilizing City of Miami Beach, Florida ITB No. 2018-039-JC, and authorize the City Manager to execute the agreement, attached as Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That it approves the purchase and installation of standby generators for Lift Stations No. 7 and C from All Power Generators Corp. in an amount not-to-exceed $200,000, utilizing City of Miami Beach, Florida ITB No. 2018-039-JC.

Section 3 : That it authorizes the City Manager is authorized to execute the agreement with All Power Generators Corp. for a one-year period, in an amount not- to-exceed $200,000, in the form attached as Exhibit "A", together with such non-substantial changes authorized by the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4 : That the appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 5 : That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, _____.

_____
Mayor, Wayne M. Messam

_____
Vice Mayor, Alexandra P. Davis

ATTEST:

_____
City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have
approved this RESOLUTION
as to form:

_____
City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

Requested by Administration	**Voted**
Commissioner Winston F. Barnes	_____
Commissioner Maxwell B. Chambers	_____
Commissioner Yvette Colbourne	_____
Vice Mayor Alexandra P. Davis	_____
Mayor Wayne M. Messam	_____

EXHIBIT A

CITY OF MIRAMAR AGREEMENT FOR THE PROVISION, DELIVERY, INSTALLATION, MAINTENANCE AND REPAIR OF GENERATORS FOR LIFT STATIONS # 7 and C
(Piggyback Competitive Award)

This Agreement is made this ____ day of _____, 2019, between the City of Miramar, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 2300 Civic Center Place, Miramar, Florida 33025 (the "**City**"), and All Power Generators Corp., whose address is 9841 NW 117th Way, Medley, FL. 33178 (the "**Contractor**").

WITNESSETH

WHEREAS, the Contractor wishes to enter into this Agreement ("Agreement") with City to furnish, deliver, install, maintain, and repair generators at lift station No. 7 and C in the City of Miramar; and

WHEREAS, the parties wish to incorporate the terms and conditions of the solicitation and contractual arrangement between the Contractor and the City of Miami Beach, as set forth in the City of Miami Beach ITB No. 2018-039-JC ("ITB") and Contract No. 2018-039-JC ("Miami Beach Agreement"); and

WHEREAS, the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Section 1. **Term.** The term of this Agreement commences upon full execution hereof and continues through for one year unless terminated earlier by its terms.

Section 2. **Contract Terms.** The Contractor agrees to furnish, deliver, install, maintain, and repair generators at Lift Station Nos. 7 and C, including all labor, materials, permits, licenses, equipment, tools, supplies, and all other appurtenances and incidentals necessary for the provision, delivery, installation, maintenance, and repair of generators at lift stations No. 7 and C. These services are hereafter referred to as the "Work". The ITB and Miami Beach Agreement, attached hereto as Exhibit "A," are incorporated into this Agreement for all purposes (collectively, the "Contract Documents") and represent the entire agreement between the parties. In the event of conflict between or among the Contract Documents, the order of priority shall be: this Agreement and the attached piggyback contract from City of Miami Beach, Florida ITB No. 2018-039-JC and Contract No 2018-039-JC (Exhibit "A").

The following additional provisions are included:

A. City shall pay Contractor no more than the unit prices set forth in the Contract Documents and in accordance with the provisions of the Contract Documents. If the City requires services not covered by unit prices already made a part of the Contract Documents, the Contractor shall submit a detailed written proposal to the authorized City representative before providing any such services. For these purposes, Alicia Ayum shall be the City Representative and may be reached at 954-602-3121.

B. If permits are required, Contractor shall submit complete and accurate permit applications to all applicable permitting agencies within ten workdays of receiving from the City all documents necessary to file such permit applications. The City shall pay all permit and related fees directly to the permitting agencies, including any permit fees charged by the City.

C. The "City of Miramar" shall be deemed substituted for "City of Miami Beach, Florida" with regard to any and all provisions of the ITB and Miami Beach Agreement, including by example, and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default and ownership of documents. All recitals, representations, and warranties of Contractor made in the ITB (including Contractor's proposal) are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein.

D. Contractor shall not commence work on the project unless and until the requirements for insurance have been fully met by Contractor and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City. Contractor shall complete the work in accord with the contract documents

Section 3. Open-End Contract. The Contractor acknowledges that this Agreement is an open-end contract. Accordingly, no guarantee is expressed or implied as to the total quantity of commodities/services to be purchased hereunder or under any renewal. The City reserves the right to issue purchase orders as and when required, or, issue a blanket purchase order to Contractor, or use another contractor for the same or similar services. No purchase hereunder is authorized without a written order by the City containing the quantity, time of delivery and other pertinent data. Notwithstanding the foregoing, for items urgently required, the Contractor may be given telephone notice, to be confirmed by an order in writing.

Section 4. **Assignment.** Neither party may assign its rights or obligations under this Agreement without the consent of the other.

Section 5. **Notice.** Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida, Florida 33025

Copy to: Jamie Alan Cole, Esq.
City Attorney
Weiss Serota Helfman, Cole & Bierman, P.L.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, Florida 33301

For Contractor: All Power Generators Corp.
9841 NW 117 Way
Medley, FL. 33178

Section 6: **Public Records.** Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the service.

2. Upon request by CITY's records custodian, provide CITY with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.

4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to CITY, at no cost to CITY, within seven days. All records stored electronically by CONTRACTOR shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

5. Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, dagibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

A. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. Any compensation due to Contractor shall be withheld until all documents are received as provided herein.

Section 7: **Scrutinized Companies**

A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that

Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

B. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Section 6. **Severability**. This Agreement sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

CITY: City of Miramar

By: _____ Date: _____
Vernon E. Hargray, City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE OF AND RELIANCE
BY THE CITY OF MIRAMAR ONLY:

By: _____
City Attorney
Weiss Serota Helfman & Cole
Bierman, P.L.

By: _____ Date:_____
Denise Gibbs, City Clerk

CONTRACTOR:
All Power Generators Corp.

By: _____ Witness: _____

_____ _____
PRINT NAME

_____ Date: _____
TITLE

Date: _____

MIAMIBEACH

Attachment 1

CITY OF MIAMI BEACH
CERTIFICATION OF CONTRACT

TITLE:	For Furnish, Delivery, Installation, Maintenance and Repair of Generators
CONTRACT NO.:	ITB 2018-039-JC
EFFECTIVE DATE(S):	This Contract shall remain in effect for a period of three (3) years from date of execution by the Mayor and City Clerk of the City of Miami Beach, and may be extended at the sole discretion of the City, through its City Manager, for two (2) additional, one (1) year periods.
SUPERSEDES:	N/A
CONTRACTOR(S):	All Power Generators Corp

ESTIMATED ANNUAL CONTRACT AMOUNT: $ 70,540.00

A. AUTHORITY - Upon affirmative action taken by the Mayor and City Commission of the City of Miami Beach, Florida ("City"), on September 12, 2018, approving the award of this Contract and upon execution thereof by the City and All Power Generators Corp, a Florida Corporation (the "Contractor").

B. EFFECT - This Contract is entered into to provide for Furnish, Delivery, Installation, Maintenance and Repair of Generators pursuant to City Invitation to Bid No. ITB 2018-039-JC and any addenda thereto (the ITB), and Contractor's bid in response thereto (this Contract, the ITB, and Contractor's bid in response thereto may hereinafter collectively be referred to as the "Contract Documents").

C. ORDERING INSTRUCTIONS - All blanket purchase orders shall be issued in accordance with the City of Miami Beach Procurement Department policies and procedures, at the prices indicated, exclusive of all Federal, State and local taxes. All blanket purchase orders shall show the City of Miami Beach Contract Number 2018-039-JC.

D. CONTRACTOR PERFORMANCE - City of Miami Beach departments shall report any failure of Contractor's performance (or failure to perform) according to the requirements of the Contract Documents to City of Miami Beach, Adrian Morales, Director/Property Management at 305-673-7000 ext. 2932.

E. INSURANCE CERTIFICATE(S) - The Contractor shall file Insurance Certificates, as required, which must be signed by a Registered Insurance Agent licensed in the State of Florida, and approved by the City of Miami Beach Risk Manager, prior to delivery of supplies and/or commencement of any services/work by Contractor.

F. ASSIGNMENT AND PERFORMANCE - Neither this Contract nor any interest herein shall be assigned, transferred, or encumbered by Contractor without the prior written consent of the City. In addition, Contractor shall not subcontract delivery of supplies, or

any portion of work and/or services required by the Contract Documents without the prior written consent of the City.

Contractor warrants and represents that all persons providing/performing any supplies, work, and/or services required by the Contract Documents have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently provide/perform same, or services to City's satisfaction, for the agreed compensation.

Contractor shall provide/perform the supplies, work, and/or services required under the Contract Documents in a skillful and respectable manner. The quality of the Contractor's performance and all interim and final product(s) and /or work provided to or on behalf of City shall be comparable to the best local and national standards.

G. SERVICE EXCELLENCE STANDARDS – Excellent Customer Service is the standard of the City of Miami Beach. As a Contractor of the City, Contractor will be required to conduct itself in a professional, courteous and ethical manner, and at all times adhere to the City's Service Excellence standards. Training will be provided by the City's Organizational Development and Training Specialist.

H. PUBLIC ENTITY CRIMES – Contractor acknowledges that the provisions of the Public Entity Crimes Act, Section 287.133, Florida Statutes, shall apply to this Contract, which statute provides, in pertinent part, that a person or affiliate who is a contractor, consultant or other provider, 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 the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the Contract and may result in Contractor debarment.

I. INDEPENDENT CONTRACTOR - Contractor is an independent contractor under this Contract. Supplies, work, and/or services, provided by Contractor pursuant to the Contract Documents shall be subject to the supervision of Contractor. In providing such supplies, work, and/or services, neither Contractor nor its agents shall act as officers, employees, or agents of the City. This Contract shall not constitute or make the parties a partnership or joint venture.

J. THIRD PARTY BENEFICIARIES - Neither Contractor nor City intends to directly or substantially benefit a third party by this Contract and/or the Contract Documents. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a claim against either of them based upon this Contract and/or the Contract Documents. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Contract and/or the Contract Documents.

K. NOTICES - Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

For City:

Adrian Morales
City of Miami Beach
Department of Property Management Department
1833 Bay Road
Miami Beach, Florida 33139

With copies to:

City Clerk
City Clerk Office
1700 Convention Center Drive
Miami Beach, Florida 33139

For Contractor:

All Power Generators Corp
9841 NW 117 Way
Medley, Florida 33178
Attn: Michelle Feliciano
Phone: 305-888-0059
Fax: N/A
E-mail: mfeliciano@allpowergenerators.com

L. MATERIALITY AND WAIVER OF BREACH - City and Contractor agree that each requirement, duty, and obligation set forth in the Contract Documents is substantial and important to the formation of this Contract and, therefore, is a material term hereof.

City's failure to enforce any provision of the Contract Documents shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

M. SEVERANCE - In the event a portion of this Contract and/or the Contract Documents is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless City or Contractor elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

N. APPLICABLE LAW AND VENUE - This Contract and/or the Contract Documents shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. **By entering into this Contract, Contractor and City hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to, or arising out of the Contract and/or the Contract Documents. Contractor, shall specifically bind all subcontractors to the provisions of this Contract and the Contract Documents.**

O. AMENDMENTS - No modification, amendment, or alteration in the terms or conditions contained herein, or in the Contract Documents, shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the City and Contractor.

P. This Contract shall not be effective until all bonds and insurance(s) required under the Contract Documents have been submitted to, and approved by, the City's Risk Manager.

Q. The ITB and Contractor's bid in response thereto, are attached to this Contract and are hereby adopted by reference and incorporated herein as if fully set forth in this Contract. Accordingly, Contractor agrees to abide by and be bound by any and all of the documents incorporated by the Contract Documents. Where there is a conflict between any provision set forth within (i) this Contract; (ii) the ITB; and /or (iii) Contractor's bid in response thereto, the more stringent provision (as enforced by the City) shall prevail.

R. Contractor shall have no entitlement to perform any services hereunder, or to be compensated for any services, unless set forth in a written Purchase Order.

IN WITNESS WHEREOF the City and Contractor have caused this Certification of Contract to be signed and attested on this 5 day of Oct, 2018, by their respective duly authorized representatives.

ALL POWER GENERATORS CORP

By _____
President/ Signature

Juan Garcia 9/29/18
Print Name

ATTEST:

_____
Secretary/ Signature

Michelle Feliciano
Print Name

9/29/18
Date

CITY OF MIAMI BEACH

By _____
Mayor

ATTEST:

_____
Rafael E. Granado, City Clerk

10/5/18
Date

MIAMI BEACH INCORPORATED MARCH 26TH 1915

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney RAP Date 9/21/18

ATTACHMENT A

RESOLUTION COMMISSION ITEMS AND COMMISSION MEMORANDUM

Competitive Bid Reports - C2 A

MIAMIBEACH

COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Jimmy L. Morales, City Manager
DATE: September 12, 2018

SUBJECT: REQUEST FOR APPROVAL TO AWARD INVITATION TO BID (ITB) 2018-039-JC, FURNISH, DELIVERY, INSTALLATION, MAINTENANCE, AND REPAIR OF GENERATORS.

RECOMMENDATION

The Administration recommends that the Mayor and City Commission of the City of Miami Beach, Florida approve the City Manager's recommendation pertaining to the bids received, pursuant to ITB 2018-039-JC, Furnish, Delivery, Installation, Maintenance & Repair of Generators.

ANALYSIS

The City of Miami Beach Property Management Department requires a maintenance and repair services to assure that the City's emergency power generator remain efficient and functional. The generators are located at multiple sites within the City of Miami Beach, and require the professional capability to perform services on various brands and equipment types. Additionally, requirements of the scope of work include furnishing all labor, parts, tools, transportation, supervision, and equipment necessary for the performance of services under the ITB. The awarded contractor shall be responsible to furnish and deliver emergency power generators, provide equipment installation, routine maintenance, inspections, and repair services to the City of Miami Beach.

ITB No. 2018-039-JC was issued on June 20, 2018, with a bid opening date of August 10, 2018. Three (3) addenda were issued. The Procurement Department issued bid notices to 132 companies utilizing www.publicpurchase.com website. Forty-seven (47) prospective bidders accessed the advertised solicitation. The notices resulted in the receipt of two (2) responses from: All Power Generator Corp., and R&D Electric, Inc. See tabulation sheet (Attachment A). The Procurement Department has verified that the lowest responsive bid submitted by All Power Generator Corp., has met all the requirements of the ITB. The second lowest responsive bid submitted by R&D Electric, Inc. has also met all the requirements of the ITB.

In order to efficiently service the City's generator needs, the Administration recommends award to a primary and a secondary to assure that a contractor is always available. All Power Generator Corp, the lowest responsive, responsible bidder, would be the primary contractor. R & D Electric, Inc., the second lowest responsive, responsible bidder, would be the secondary contractor.

All Power Generator Corp.

According to the information provided by All Power Generator Corp., the firm was established over twenty-five (25) years of generator maintenance and repairs experience, servicing all brands, sizes, makes, and models of generators, automatic transfer switches, rentals, and all other generator equipment and accessories. Some of its client include government agencies, public and private companies, as well as various condominiums throughout South Florida. Its main capabilities include the following: emergency and on-demand services, load bank services, mobile refueling, pressure cleaning and inspections.

R & D Electric, Inc.

R & D Electric is a certified electrical firm. R & D has been previously awarded a City contract for general electrical services. R & D is responsive to City requests and has performed satisfactory work. While it is not primarily a generator service firm, it has the capabilities to do the work.

CONCLUSION

Therefore, I recommend that the Mayor and City Commission of the City of Miami Beach, Florida, approve the award of contracts, pursuant to ITB 2018-039-JC, to All Power Generator, Corp., the lowest responsive, responsible bidder to the ITB as the primary contractor, and to R & D Electric, Inc., the second lowest responsive, responsible bidder to the ITB as the secondary contractor; and further authorize the Mayor and City Clerk to execute a contract.

KEY INTENDED OUTCOMES SUPPORTED
Build And Maintain Priority Infrastructure With Full Accountability

FINANCIAL INFORMATION
Grant funding will not be utilized for this project.

Legislative Tracking
Property Management/Procurement

TABULATION OF BIDS RECEIVED
Invitation to Bid (ITB) 2018-039-JC
Furnish, Delivery, Installation, Maintenance & Repair of Generators

	All Power Generators Corp.	R&D Electric, Inc.
Lump Sum Grand Total (Total Base Bid)	$ 115,800.00	$ 163,868.00

ATTACHMENT B

INVITATION TO BID (ITB)

AND ADDENDUMS

MIAMIBEACH

City of Miami Beach, 1755 Meridian Avenue, 3rd Floor, Miami Beach, Florida 33139, www.miamibeachfl.gov
PROCUREMENT DEPARTMENT
Tel: 305-673-7490.

ADDENDUM NO. 3
INVITATION TO BID (ITB) 2018-039-JC
FURNISH, DELIVERY, INSTALLATION, MAINTENANCE AND REPAIR OF GENERATORS

July 30, 2018

This Addendum to the above-referenced ITB is being issued to provide clarifications and revisions issued by the City. The ITB is amended in the following particulars only (deletions are shown by strikethrough and additions are underlined).

I. REVISED MINIMUM ELIGIBILITY REQUIREMENTS. The following revisions have been made to the ITB, Section C1 of Appendix C.

1. Bidder must ~~provide~~ possess a valid State of Florida Electrical Contractor License at the time of bid submission ~~manufacturer's letter and/or reseller's certificate, indicating that the Bidder is an authorized seller and/or distributor of the specific generator brand(s) for which a bid is submitted~~.

II. REVISED SECTION 0300, BID SUBMITTAL INSTRUCTIONS, TAB 3. The following revisions have been made to the ITB, Section C1 of Appendix C.

- TAB 3 – Submit a valid State of Florida Electrical Contractor License ~~Manufacturer's Letter and/or certificate~~ in accordance with ~~per~~ the Minimum Requirements of the ITB ~~for each brand for which a bid is submitted~~.

III. REVISED SECTION 3.7, Furnish, Delivery and Installation of New Generators, The following revisions have been made to the ITB.

- Upon request by the City, the contractor shall furnish, deliver and install engine generator unit(s) to the specified City of Miami Beach destination. ~~Installation shall be no additional cost~~. All freight charges shall be paid by the contractor..

IV. NEW ATTACHMENT REPLACING PREVIOUS COST PROPOSAL FORM. The following attachments have been added to the ITB, and incorporated as requirements to the ITB.

Exhibit A: Appendix E, Revised Cost Proposal Form
Exhibit B: Appendix D, Special Conditions

FAILURE TO SUBMIT THE REVISED COST PROPOSAL FORM WITH THE BID MAY RESULT IN BID BEING DEEMED NOT RESPONSIVE AND NOT BEING FURTHER CONSIDERED.

V. ANSWERS TO QUESTIONS RECEIVED.

Q1: Section 3.5 indicates we are to change oil, oil filters, fuel filters and do a 4 hour load bank every quarter. Please confirm this is correct?

A1: Please provide pricing based on this scope of work requirement. The actual services required may change under the direction of Property Management Director, or designee, at the time actual service is requested.

Q2: Are any units over 50' away from the closest point to park our service trucks? If so please indicate which sites are over 50' and any special conditions (i.e. in a basement, on a roof top, etc.)?

A2: Unknown at this time.

Any questions regarding this Addendum should be submitted **in writing** to the Procurement Department to the attention of the individual named below, with a copy to the City Clerk's Office at RafaelGranado@miamibeachfl.gov.

Procurement Contact:	Telephone:	Email:
Jason Crouch	305-673-7000, ext. 6694	JasonCrouch@miamibeachfl.gov

Bidders are reminded to acknowledge receipt of this addendum as part of your ITB submission. Potential bidders that have elected not to submit a response to the ITB are requested to complete and return the "Notice to Prospective Bidders" questionnaire with the reason(s) for not submitting a bid.

Sincerely,

Alex Denis
Procurement Director

Exhibit A

APPENDIX E

MIAMIBEACH

Revised Cost Proposal Form

2018-039-JC
Furnish, Installation, Maintenance and Repair of Generators

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

APPENDIX E
REVISED COST PROPOSAL FORM

Failure to submit Appendix E, Revised Cost Proposal Form, in its entirety, and fully executed by the deadline established for the receipt of bids, will result in bid being deemed non-responsive and being rejected.

Bidder affirms that the prices stated on the Revised Cost Proposal Form below represents the entire cost of the items in full accordance with the requirements of this ITB, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The Revised Cost Proposal Form (Appendix E) shall be completed mechanically or, if manually, in ink. Revised Cost Proposal Form (Appendix E) completed in pencil shall be deemed non-responsive. All corrections on the Revised Cost Proposal Form (Appendix E) shall be initialed.

Bidders are required to bid on all of the following line items and groups in order to be considered for an award.

GROUP 1A: ROUTINE MAINTENANCE SERVICES						
Item	Description	(A) Unit Cost	Unit of Measure	(B) Quantity	(C) No. of Generators	(D) Total Cost A x B x C =D
1.A.1	Quarterly Maintenance Services*	$	Per Visit	2	36	$
1. A.2	Semi-Annual Maintenance Services*	$	Per Visit	2	36	$
					TOTAL GROUP 1A	$

GROUP 1B: NON-ROUTINE MAINTENANCE SERVICES						
Item	Description	(A) Unit Cost	Unit of Measure	(B) Quantity	(C) No. of Generators	(D) Total Cost A x B x C =D
1.B.1	Labor ***Non-Regular Hours*** Rate for Emergency Services	$	Hourly Rate	2	36	$
1. B.2	Labor ***Non-Regular Hours*** Rate for Repairs and/or Equipment Installation	$	Hourly Rate	2	36	$
1. B.3	Labor ***Regular Hours*** Rate for Emergency Services	$	Hourly Rate	2	36	$
1. B.4	Labor ***Regular Hours*** Rate for Repairs and/or Equipment Installation	$	Hourly Rate	2	36	$
					TOTAL GROUP 1B	$

GROUP 1C: PARTS % MARK-UP		Est. Amount	X Mark-up	= Annual Cost
1.C.1	Parts	$5,000	%	$
			TOTAL GROUP 1C	$

GRAND TOTAL GROUP 1 (1A + 1B + 1C)	$

*Requires compliance with Section 2-408, Living Wage Requirements, of the City Code.

APPENDIX E Bidder's Affirmation
Company:
Authorized Representative:
Address:
Telephone:
Email:
Authorized Representative's Signature:

Page Intentionally Left Blank.

Exhibit B

APPENDIX D

MIAMIBEACH

Special Conditions

2018-039-JC
Furnish, Installation, Maintenance and Repair of Generators

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

6. POOL OF PRE-QUALIFIED CONTRACTORS FOR RENTAL EQUIPMENT AND ADDITIONAL SERVICES. The City may, at its sole discretion, establish a pool of qualified contractor(s), from the list of responsive and/or awarded contractors, from which future rental equipment, purchase, delivery and installation of new equipment, and/or additional projects may be solicited.

MIAMIBEACH

City of Miami Beach, 1755 Meridian Avenue, 3rd Floor, Miami Beach, Florida 33139, www.miamibeachfl.gov
PROCUREMENT DEPARTMENT
Tel: 305-673-7490 Fax: 786-394-4002

ADDENDUM NO. 2
INVITATION TO BID (ITB) 2018-039-JC
FURNISH, DELIVERY, INSTALLATION, MAINTENANCE AND REPAIR OF GENERATORS
July 27, 2018

This Addendum to the above-referenced ITB is being issued to provide clarifications and revisions issued by the City. The ITB is amended in the following particulars only (deletions are shown by strikethrough and additions are underlined).

I. MODIFICATIONS.

ITB DUE DATE AND TIME. The deadline for the receipt of responses is extended until **3:00 P.M., on Friday, August 10, 2018**, at the following location.

City of Miami Beach
Procurement Department
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

Late bids will not be accepted. Bidders are cautioned to plan sufficient time to allow for traffic or other delays for which the Bidder is solely responsible.

A FORTHCOMING ADDENDUM WILL CONTAIN RESPONSES TO QUESTIONS RECEIVED.

Any questions regarding this Addendum should be submitted **in writing** to the Procurement Department to the attention of the individual named below, with a copy to the City Clerk's Office at RafaelGranado@miamibeachfl.gov.

Procurement Contact:	Telephone:	Email:
Jason Crouch	305-673-7000, ext. 6694	JasonCrouch@miamibeachfl.gov

Bidders are reminded to acknowledge receipt of this addendum as part of your ITB submission. Potential bidders that have elected not to submit a response to the ITB are requested to complete and return the "Notice to Prospective Bidders" questionnaire with the reason(s) for not submitting a bid.

Sincerely,

for.

Alex Denis
Procurement Director

MIAMIBEACH

City of Miami Beach, 1755 Meridian Avenue, 3rd Floor, Miami Beach, Florida 33139, www.miamibeachfl.gov
PROCUREMENT DEPARTMENT
Tel: 305-673-7490 Fax: 786-394-4002

ADDENDUM NO. 1
INVITATION TO BID (ITB) 2018-039-JC
FURNISH, DELIVERY, INSTALLATION, MAINTENANCE AND REPAIR OF GENERATORS
July 17, 2018

This Addendum to the above-referenced ITB is being issued to provide clarifications and revisions issued by the City. The ITB is amended in the following particulars only (deletions are shown by strikethrough and additions are underlined).

I. REVISIONS

ITB DUE DATE AND TIME. The deadline for the receipt of responses is extended until 3:00 P.M., on Friday, August 3, 2018, at the following location.

City of Miami Beach
Procurement Department
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

Late bids will not be accepted. Bidders are cautioned to plan sufficient time to allow for traffic or other delays for which the Bidder is solely responsible.

A FORTHCOMING ADDENDUM WILL CONTAIN RESPONSES TO QUESTIONS RECEIVED

Any questions regarding this Addendum should be submitted **in writing** to the Procurement Department to the attention of the individual named below, with a copy to the City Clerk's Office at RafaelGranado@miamibeachfl.gov.

Procurement Contact:	Telephone:	Email:
Jason Crouch	305-673-7000, ext. 6694	JasonCrouch@miamibeachfl.gov

Bidders are reminded to acknowledge receipt of this addendum as part of your ITB submission. Potential bidders that have elected not to submit a response to the ITB are requested to complete and return the "Notice to Prospective Bidders" questionnaire with the reason(s) for not submitting a bid.

Sincerely,

FOR

Alex Denis
Procurement Director

INVITATION TO BID (ITB)

Furnish, Delivery, Installation, Maintenance and Repair of Generators
2018-039-JC

BID ISSUANCE DATE: JUNE 20, 2018

BIDS DUE: JULY 20, 2018 AT 3:00 PM

ISSUED BY:

MIAMIBEACH

Jason Crouch, Procurement Contracting Officer
PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor, Miami Beach, FL 33139
305.673.7000 x 6694 | JasonCrouch@miamibeachfl.gov | www.miamibeachfl.gov

MIAMIBEACH

TABLE OF CONTENTS

SOLICITATION SECTIONS: **PAGE**

0100 NOT UTILIZED ..... N/A

0200 INSTRUCTIONS TO BIDDERS & GENERAL CONDITIONS 3

0300 BID SUBMITTAL INSTRUCTIONS & FORMAT 15

APPENDICES:

APPENDIX A BID CERTIFICATON, QUESTIONNAIRE AND AFFIDAVITS

APPENDIX B "NO BID" FORM

APPENDIX C MINIMUM REQUIREMENTS & SPECIFICATIONS

APPENDIX D SPECIAL CONDITIONS

APPENDIX E COST PROPOSAL FORM

APPENDIX F INSURANCE REQUIREMENTS

SECTION 0200 INSTRUCTIONS TO BIDDERS

1. GENERAL.

This Invitation to Bid (ITB) is issued by the City of Miami Beach, Florida (the "City"), as the means for prospective Proposers to submit their qualifications, proposed scopes of work and cost proposals (the "bid") to the City for the City's consideration as an option in achieving the required scope of services and requirements as noted herein. All documents released in connection with this solicitation, including all appendixes and addenda, whether included herein or released under separate cover, comprise the solicitation, and are complementary to one another and together establish the complete terms, conditions and obligations of the Proposers and, subsequently, the successful Bidders(s) (the "contractor[s]") if this ITB results in an award.

The City utilizes ***PublicPurchase*** (www.publicpurchase.com) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this ITB. Any prospective Bidder who has received this ITB by any means other than through ***PublicPurchase*** must register immediately with ***PublicPurchase*** to assure it receives any addendum issued to this ITB. **Failure to receive an addendum may result in disqualification of bid submitted.**

2. PURPOSE.

This ITB seeks to serve the needs of the City's Property Management, Public Works, and Fleet Services Departments. On January 18, 2013, the City entered into an Agreement with All Power Generators, Corporation to provide emergency power generator maintenance and repairs, pursuant to Invitation to Bid (ITB) No. 64-11/12. The Agreement had an initial term of two (2) years, which commenced on January 18, 2013, and ended on January 17, 2015. The City subsequently exercised each of the available three (3), one (1) year renewal options. On December 8, 2017, and prior to final expiration, the City Manager approved a renewal of the Agreement, on a month-to-month basis, until such time as a new Agreement is awarded.

The intent of this ITB is to award an Agreement to qualified emergency power generator firm(s) in order to establish contract(s) for the City's emergency power generator maintenance and related needs. The contractor shall be responsible to furnish and deliver emergency power generators, provide equipment installation, preventive/routine maintenance, inspections, as-needed rental equipment pursuant to a pool of prequalified vendors, and repair services to the City of Miami Beach. The generators are located at multiple sites within the City of Miami Beach, and will require of the contractor the professional capability to perform services on various brands and equipment types. Additionally, the contractor shall also furnish all labor, parts, tools, transportation, supervision, and equipment necessary for the performance of services under this ITB.

The requirements and specifications of the work are further detailed herein and, specifically, in Appendix C.

The City's Living Wage requirements, pursuant to Section 2-408 of the City Code, for employees of the successful contractor are a requirement of this ITB and the resulting agreement, for routine maintenance (quarterly and semi-annually) only.

3. SOLICITATION TIMETABLE.

The tentative schedule for this solicitation is as follows:

ITB Issued	June 20, 2018
Pre-Bid Meeting	June 29, 2018 at 1:00 PM
Deadline for Receipt of Questions	July 10, 2018 at 5:00 PM
Responses Due	July 20, 2018 at 3:00 PM

4. PROCUREMENT CONTACT. Any questions or clarifications concerning this solicitation shall be submitted to the Procurement Contact noted below:

Procurement Contact:	Telephone:	Email:
Jason Crouch	305.673.7000 x 6694	jasoncrouch@miamibeachfl.gov
Additionally, the City Clerk is to be copied on all communications via e-mail at: RafaelGranado@miamibeachfl.gov; or via facsimile: 786-394-4188.		

The Bid title/number shall be referenced on all correspondence. All questions or requests for clarification must be received no later than ten (10) calendar days prior to the date bids are due as scheduled in Section 0200-3. All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum.

4. PRE-BID MEETING OR SITE VISIT(S). Only if deemed necessary by the City, a pre-bid meeting or site visit(s) may be scheduled.

A Pre-Bid conference will be held as scheduled in Solicitation Timeline above at the following address:

City of Miami Beach
Procurement Department
Conference Room
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

Attendance (in person or via telephone) is encouraged and recommended as a source of information, but is not mandatory. Proposers interested in participating in the Pre-Bid Submission Meeting via telephone must follow these steps:

(1) Dial the TELEPHONE NUMBER: 1- 888-270-9936 (Toll-free North America)
(2) Enter the MEETING NUMBER: 9415468

Proposers who are interested in participating via telephone should send an e-mail to the contact person listed in this ITB expressing their intent to participate via telephone.

5. PRE-BID INTERPRETATIONS. Oral information or responses to questions received by prospective Bidders are not binding on the City and will be without legal effect, including any information received at pre-bid meeting or site visit(s). Only questions answered by written addenda will be binding and may supersede terms noted in this solicitation. Addendum will be released through *PublicPurchase*.

6. CONE OF SILENCE. Pursuant to Section 2-486 of the City Code, all procurement solicitations once advertised and until an award recommendation has been forwarded to the City Commission by the City Manager are under the **"Cone of Silence."** The Cone of Silence ordinance is available at http://library.municode.com/index.aspx?clientID=13097&stateID=9&statename=Florida. Any communication or inquiry in reference to this solicitation with any City employee or City official is strictly prohibited with the of exception communications with the Procurement Director, or his/her administrative staff responsible for administering the procurement process for this solicitation providing said communication is limited to matters of process or procedure regarding the solicitation. Communications regarding this solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at rafaelgranado@miamibeachfl.gov.

7. SPECIAL NOTICES. You are hereby advised that this solicitation is subject to the following ordinances/resolutions, which may be found on the City Of Miami Beach website: http://web.miamibeachfl.gov/procurement/scroll.aspx?id=79113 .

- CONE OF SILENCE..... CITY CODE SECTION 2-486

- PROTEST PROCEDURES..... CITY CODE SECTION 2-371
- DEBARMENT PROCEEDINGS..... CITY CODE SECTIONS 2-397 THROUGH 2-485.3
- LOBBYIST REGISTRATION AND DISCLOSURE OF FEES..... CITY CODE SECTIONS 2-481 THROUGH 2-406
- CAMPAIGN CONTRIBUTIONS BY VENDORS..... CITY CODE SECTION 2-487
- CAMPAIGN CONTRIBUTIONS BY LOBBYISTS ON PROCUREMENT ISSUES..... CITY CODE SECTION 2-488
- REQUIREMENT FOR CITY CONTRACTORS TO PROVIDE EQUAL BENEFITS FOR DOMESTIC PARTNERS..... CITY CODE SECTION 2-373
- LIVING WAGE REQUIREMENT..... CITY CODE SECTIONS 2-407 THROUGH 2-410
- PREFERENCE FOR FLORIDA SMALL BUSINESSES OWNED AND CONTROLLED BY VETERANS AND TO STATE-CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISES..... CITY CODE SECTION 2-374
- FALSE CLAIMS ORDINANCE..... CITY CODE SECTION 70-300
- ACCEPTANCE OF GIFTS, FAVORS & SERVICES..... CITY CODE SECTION 2-449

8. EXAMINATION OF SOLICITATION DOCUMENTS AND SITE: It is the responsibility of each Bidder, before submitting a Bid, to:

- Examine the solicitation thoroughly.
- Visit the site or structure, as applicable, to become familiar with conditions that may affect costs, progress, performance or furnishing of the Work.
- Take into account federal, state and local (City and Miami-Dade County) laws, regulations, permits, and ordinances that may affect costs, progress, performance, furnishing of the Work, or award.
- Study and carefully correlate Bidder's observations with the solicitation.
- Notify the Procurement Director of all conflicts, errors or discrepancies in the solicitation of which Bidder knows or reasonably should have known.
- The submission of a Bid shall constitute an incontrovertible representation by Bidder that Bidder has complied with the above requirements and that without exception, the Bid is premised upon performing and furnishing the Work required by the solicitation and that the solicitation documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

9. POSTPONEMENT OF DUE DATE FOR RECEIPT OF BIDS. The City reserves the right to postpone the deadline for submittal of bids and will make a reasonable effort to give at least three (3) calendar days written notice of any such postponement to all prospective Bidders through *PublicPurchase*.

10. PROTESTS. Protests concerning the specifications, requirements, and/or terms; or protests after the bid due date in accordance with City Code Section 2-371, which establishes procedures for protested proposals and proposed awards. **Protests not submitted in a timely manner pursuant to the requirements of City Code Section 2-371 shall be barred.**

11. JOINT VENTURES. Joint Ventures are not allowed. Proposals shall be submitted only by the prime contractor who will serve as the CMR. The City will only contract with the prime contractor who will serve as the CMR. Proposals may, however, identify other sub-contractors or sub-consultants to the prime Proposer who may serve as team members.

12. VETERAN BUSINESS ENTERPRISES PREFERENCE. Pursuant to City of Miami Beach Ordinance No. 2011-3748, the City shall give a preference to a responsive and responsible bidder which is a small business concern owned and controlled by a veteran(s) or which is a service-disabled veteran business enterprise, and which is within five percent (5%) of the lowest and best bidder, by providing such bidder an opportunity of providing said goods or contractual services for the lowest responsive bid amount. Whenever, as a result of the foregoing preference, the adjusted prices of two (2) or more bidders which are a small business concern owned and controlled by a veteran(s) or a service-disabled veteran business enterprise constitute the lowest bid pursuant to an ITB or oral or written request for quotation, and such bids are responsive, responsible and otherwise equal with respect to quality and

service, then the award shall be made to the service-disabled veteran business enterprise.

13. CONTRACT PRICE. Bid Price is to include the furnishing of all labor, materials, equipment including tools, services, permit fees, applicable taxes, overhead and profit for the completion of the Work except as may be otherwise expressly provided in the solicitation.

14. METHOD OF AWARD. Following the review of bids and application of vendor preferences, the lowest responsive, responsible bidder(s) meeting all terms, conditions, and specifications of the ITB will be recommended for award by bid item, bid group, or for the entirety of all bid items, as deemed in the best interest of the City, to the City Manager for his consideration. After considering the staff recommendation for award, the City Manager shall exercise his due diligence and recommend to the Mayor and City Commission the bid that the City Manager deems to be in the best interest of the City. The City Commission shall consider the City Manager's recommendation(s) and, may approve or reject the City Manager's recommendation(s). The City Commission may also reject all bids received. In determining the lowest and best bidder, and in addition to price, Section 2-369 of the City Code provides that the City may consider the following:

- **The ability, capacity and skill of the bidder to perform the Contract.**
- **Whether the bidder can perform the Contract 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.**
- **The previous and existing compliance by the bidder with laws and ordinances relating to the Contract.**

15. MULTIPLE AWARD. The City may award two or more vendors (primary, secondary, tertiary, or higher), as available, by line item, by group or in its entirety, beginning with lowest, responsive, responsible bidder (primary), followed by the second lowest, responsive, responsible bidder (secondary), and continuing with other responsive, responsible bidders in order of next best cost. The City will endeavor to utilize vendors in order of award. However, the City may utilize other vendors in the event that: 1) a contract vendor is not or is unable to be in compliance with any contract or delivery requirement; 2) it is in the best interest of the City to do so regardless of reason.

16. BINDING CONTRACT. The signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon award of the bid by the City Commission. The City Commission's selection or approval of the City Manager's recommendation shall constitute a binding Contract between the City and the awarded bidder(s). The Contract shall include the solicitation, any and all addenda issued by the City and the Bid Proposal submitted the by bidder. In any discrepancy between the documents, the order of preference shall be as follows: 1) Addendum in reverse order of release; 2) Solicitation; 3) Bid Proposal. In case of default on the part of the successful bidder, the City may procure the items or services from other sources and hold the bidder responsible for any excess cost occasioned or incurred thereby.

17. VOLUME OF WORK TO BE RECEIVED BY CONTRACTOR. It is the intent of the City to purchase the goods and services specifically listed in this solicitation from the contractor. However, the City reserves the right to purchase any goods or services awarded from state or other governmental contract, or on an as-needed basis through the City's spot market purchase provisions.

18. GENERAL TERMS AND CONDITIONS. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the City, or the compensation to be paid to the Bidder.

19. ACCEPTANCE OR REJECTION OF BIDS. The City reserves the right to reject any or all bids prior to award.

Reasonable efforts will be made to either award the Contract or reject all bids within one-hundred twenty (120) calendar days after bid opening date. A Bidder may not withdraw its bid unilaterally nor change the Contract Price before the expiration of one hundred and twenty (120) calendar days from the date of bid opening. A Bidder may withdraw its bid after the expiration of one hundred twenty (120) calendar days from the date of bid opening by delivering written notice of withdrawal to the Procurement Department prior to award of the Bid by the Mayor and City Commission.

20. ALTERNATE RESPONSES MAY BE CONSIDERED. The City may consider one (1) alternate response from the same Bidder for the same formal solicitation; provided, that the alternate response offers a different product that meets or exceeds the formal solicitation requirements. In order for the City to consider an alternate response, the Bidder shall complete a separate Price Sheet form and shall mark "Alternate Response". Alternate response shall be placed in the same response. This provision only applies to formal solicitations for the procurement of goods, services, items, equipment, materials, and/or supplies.

21. AMERICAN WITH DISABILITIES ACT. To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceeding, please contact 305-604-2489 (voice), 305-673-7524 (fax) or 305-673-7218 (TTY) five days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service).

22. NON-DISCRIMINATION. The Proposer certifies that it is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. In accordance with the City's Human Rights Ordinance, codified in Chapter 62 of the City Code, Proposer shall prohibit discrimination by reason of race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, and age or disability.

23. ASSIGNMENT. The successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or his/her or its power to execute such contract, to any person, company or corporation, without the prior written consent of the City.

24. AUDIT RIGHTS AND RECORDS RETENTION. The Successful Bidder agrees to provide access at all reasonable times to the City, or to any of its duly authorized representatives, to any books, documents, papers and records of Contractor which are directly pertinent to this formal solicitation, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Bidder shall maintain and retain any and all of the books, documents, papers and records pertinent to the Contract for three (3) years after the City makes final payment and all other pending matters are closed. Contractor's failure to or refusal to comply with this condition shall result in the immediate cancellation of this contract by the City.

25. BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE. Bid Bonds, when required, shall be submitted with the bid in the amount specified in the Special Conditions. After acceptance of the bid, the City will notify the successful bidder to submit a performance bond and certificate of insurance in the amount specified in the Special Conditions.

26. BILLING INSTRUCTIONS. Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to the ordering City department.

27. CANCELLATION. In the event any of the provisions of this Bid are violated by the bidder, the City shall give written notice to the bidder stating such deficiencies and, unless such deficiencies are corrected within ten (10) calendar days from the date of the City's notice, the City, through its City Manager, may declare the contract in default and terminate same, without further notice required to the bidder. Notwithstanding the preceding, the City, through its City Manager, also reserves the right to terminate the contract at any time and for any reason, without cause and for convenience, and without any monetary liability to the City, upon the giving of thirty (30) days prior

written notice to the bidder.

28. CITY'S RIGHT TO WAIVE OR REJECT BIDS. The City Commission reserves the right to waive any informalities or irregularities in this Bid; or to reject all bids, or any part of any bid, as it deems necessary and in the best interest of the City of Miami Beach.

29. CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS. If a bidder is in doubt as to the true meaning of the Bid specifications, or other Bid documents, or any part thereof, the bidder must submit to the City, at least seven (7) calendar days prior to the scheduled Bid opening date, a request for clarification.

Any interpretation of the Bid, including, without limitation, responses to questions and request for clarification(s) from bidders, will be made only by Addendum duly issued by the City. In the event of conflict with the original specifications, the Addendum shall supersede such specifications, to the extent specified. Subsequent Addendum shall govern over prior Addendum only to the extent specified. The bidder shall be required to acknowledge receipt of any and all Addendum, and filling in and signing in the spaces provided in Appendix A, No. 14 Acknowledgement of Addendum. Failure to acknowledge Addendum may deem a bid non-responsive.

The City will not be responsible for explanations, interpretations, or answers to questions made verbally or in writing by any City representative, unless issued by the City via formal written Addendum to this Bid.

Any questions or clarifications concerning the Bid shall be submitted in writing to the Procurement Department, 1755 Meridian Avenue, 3rd Floor, Miami Beach, FL 33139 with a copy to the City Clerk.

30. COLLUSION. Where two (2) or more related parties each submit a bid or bids for any contract, such bids or bids shall be presumed to be **collusive**. The foregoing presumption may be rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such bid or bids. "Related parties" means bidders or the principals thereof which have a direct or indirect ownership interest in another bidder for the same contract, or in which a parent company or the principals thereof of one (1) bidder have a direct or indirect ownership interest in another bidder for the same contract. Bid or bids found to be collusive shall be rejected.
Bidders who have been found to have engaged in collusion may also be suspended or debarred, and any contract resulting from collusive bidding may be terminated for cause.

31. CONDITION AND PACKAGING. Bidder guarantees items offered and delivered to be the current standard production model at time of bid and shall offer expiration dating of at least one year or later. Bidder also guarantees items offered and delivered to be new, unused, and free from any and all defects in material, packaging and workmanship and agrees to replace defective items promptly at no charge to the City of Miami Beach, for the manufacturer's standard warranty but in no case for a period of less than 12 months from date of acceptance. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

32. CONTRACT EXTENSION. The City reserves the right to require the Contractor to extend contract past the stated termination date for a period of up to 120 days in the event that a subsequent contract has not yet been awarded. Additional extensions past the 120 days may occur as needed by the City and as mutually agreed upon by the City and the contractor.

33. DELIVERY. Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days (in calendar days) required to make delivery after receipt of purchase order, in space provided. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the City using Department, Monday through Friday, excluding holidays. Receiving hours are Monday through Friday, excluding holidays, from 8:30 A.M. to 4:00 P.M.

34. DELIVERY TIME. Bidders shall specify in the attached Bid Form, the guaranteed delivery time (in calendar days) for each item. It must be a firm delivery time; no ranges (For example, 12-14 days) will be accepted.

35. DEMONSTRATION OF COMPETENCY.

A. Pre-award inspection of the bidder's facility may be made prior to the award of contract.
B. Bids will only be considered from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid.
C. Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial capacity, equipment, and organization to ensure that they can satisfactorily perform the services if awarded a contract under the terms and conditions of this Bid.
D. the terms "equipment and organization", as used herein shall, be construed to mean a fully equipped and well established company in line with the best business practices in the industry, and as determined by the City of Miami Beach.
E. The City may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a bidder, including past performance (experience), in making an award that is in the best interest of the City.
F. The City may require bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supply to the City. Any material conflicts between information provided by the source of supply and the information contained in the bidder's bid may render the bid non-responsive.
G. The City may, during the period that the contract between the City and the successful bidder is in force, review the successful bidder's record of performance to ensure that the bidder is continuing to provide sufficient financial support, equipment, and organization as prescribed in this bid. Irrespective of the bidder's performance on contracts awarded to it by the City, the City may place said contracts on probationary status and implement termination procedures if the City determines that the successful bidder no longer possesses the financial support, equipment, and organization which would have been necessary during the bid evaluation period in order to comply with the demonstration of competency required under this subsection.

36. NOT USED.

37. DISPUTES. In the event of a conflict between the Bid documents, the order of priority of the documents shall be as follows:

A. Any contract or agreement resulting from the award of this Bid; then
B. Addendum issued for this Bid, with the latest Addendum taking precedence; then
C. The Bid; then
D. The bidder's bid in response to the Bid.

38. DEFAULT. Failure or refusal of a bidder to execute a contract upon award, or withdrawal of a bid before such award is made, may result in forfeiture of that portion of any bid surety required as liquidated damages incurred by the City thereby; or, where surety is not required, failure to execute a contract as described above may be grounds for removing the bidder from the City's bidders list.

39. EQUIVALENTS. If a bidder offers makes of equipment or brands of supplies other than those specified in the Bid specifications, he must so indicate in his bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

The bidder shall indicate in the Bid Form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed in the Bid. Other than specified items offered requires complete descriptive technical literature marked to indicate detailed conformance with

specifications, and MUST BE INCLUDED WITH THE BID. NO BIDS WILL BE CONSIDERED WITHOUT THIS INFORMATION. THE CITY SHALL BE THE SOLE JUDGE OF EQUALITY AND ITS DECISION SHALL BE FINAL.

Note as to Brand Names: Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Bidders shall formally substantiate and verify that product(s) offered conform with or exceed quality as listed in the specifications.

40. ELIMINATION FROM CONSIDERATION. This bid shall not be awarded to any person or firm who is in arrears to the City upon any debt, taxes, or contracts which are defaulted as surety or otherwise upon any obligation to the City.

41. EMERGENCY RESPONSE PRIORITY. It is hereby made a part of this solicitation that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of force majeure that the City of Miami Beach, Florida shall receive a "First Priority" for any goods and services covered under any award resulting from this solicitation, including balance of line items as applicable. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the City. By virtue of submitting a response to this solicitation, vendor agrees to provide all award-related goods and services to the City on a "first priority" under the emergency conditions noted above.

42. ESTIMATED QUANTITIES. Estimated quantities or estimated dollars, if provided, are for City guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The City is not obligated to place any order for a given amount subsequent to the award of this Bid. Estimates are based upon the City's actual needs and/or usage during a previous contract period. The City may use said estimates for purposes of determining whether the low bidder meets specifications.

43. EXCEPTIONS TO BID. Bidders are strongly encouraged to thoroughly review the specifications and all conditions set forth in this Bid. Bidders who fail to satisfy the requirements in this Bid, may be deemed non-responsive and receive no further consideration. Should your proposed bid not be able to meet one (1) or more of the requirements set forth in this Bid and you are proposing alternatives and/or exceptions to said requirements, you must notify the Procurement Office, in writing, at least five (5) days prior to the deadline for submission of bids. The City reserves the right to revise the scope of services via Addendum prior to the deadline for receipt of bids.

44. FACILITIES. The City, through its City Manager or his/her authorized designee, reserves the right to inspect the bidder's facilities at any time, upon reasonable prior written or verbal notice.

45. FLORIDA PUBLIC RECORDS LAW. Bidders are hereby notified that all Bid including, without limitation, any and all information and documentation submitted therewith, are exempt from public records requirements under Section 119.07(1), Florida Statutes, and s. 24(a), Art. 1 of the State Constitution until such time as the City provides notice of an intended decision or until thirty (30) days after opening of the bids, whichever is earlier. Additionally, Contractor agrees to be in full compliance with Florida Statute 119.0701 including, but not limited to, agreement to (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the services; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

46. F.O.B. DESTINATION. Unless otherwise specified in the Formal Solicitation, all prices quoted/proposed by the bidder must be F.O.B. DESTINATION, inside delivery, with all delivery costs and charges included in the bid price, unless otherwise specified in this Formal Solicitation. Failure to do so may be cause for rejection of bid.

47. GRATUITIES. Bidders shall not offer any gratuities, favors, or anything of monetary value to any official, employee, contractor, or agent of the City, for the purpose of influencing consideration of this Bid.

48. INDEMNIFICATION. The successful Bidder shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided. The above indemnification provisions shall survive the expiration or termination of this Agreement.

49. INSPECTION, ACCEPTANCE & TITLE. Inspection and acceptance will be at destination, unless otherwise provided. Title to (or risk of loss or damage to) all items shall be the responsibility of the successful bidder until acceptance by the City, unless loss or damage results from the gross negligence or willful misconduct of the City.

If any equipment or supplies supplied to the City are found to be defective, or do not conform to the specifications, the City reserves the right to cancel the order upon written notice to the seller, and return the product, at the bidder's expense.

50. LAWS, PERMITS AND REGULATIONS. The bidder shall obtain and pay for all licenses, permits, and inspection fees required under the contract; and shall comply with all Applicable Laws.

51. LEGAL REQUIREMENTS. The bidder shall be required to comply with all federal, State of Florida, Miami-Dade County, and City of Miami Beach codes, laws, ordinances, and/or rules and regulations that in any manner affect the items covered herein (collectively, Applicable Laws). Lack of knowledge or ignorance by the bidder with/of Applicable Laws will in no way be a cause for relief from responsibility.

52. LIABILITY, INSURANCE, LICENSES AND PERMITS. Where bidders are required to enter or go on to City of Miami Beach property to deliver materials or perform work or services as a result of the Bid, the bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance, and assure all work complies with all Applicable Laws. The bidder shall be liable for any damages or loss to the City occasioned by negligence of the bidder, or his/her officers, employees, contractors, and/or agents, for failure to comply with Applicable Laws.

53. MANNER OF PERFORMANCE. Bidder agrees to perform its duties and obligations in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, regulations and codes. Bidder agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Bidder agrees to furnish to the City any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Bidder further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of bidder to comply with this paragraph shall constitute a material breach of this contract.

54. MISTAKES. Bidders are expected to examine the specifications, delivery schedules, bid prices, and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk and may result in the bid being non-responsive.

55. MODIFICATION/WITHDRAWALS OF BIDS. A bidder may submit a modified bid to replace all or any portion of a previously submitted bid up until the bid due date and time. Modifications received after the bid due date and time will NOT be considered.
Bids shall be irrevocable until contract award unless withdrawn in writing prior to the bid due date or after expiration of **120** calendar days from the opening of bids without a contract award. Letters of withdrawal received after the bid due date and before said expiration date and letters of withdrawal received after contract award will NOT be considered.

56. NON-CONFORMANCE TO CONTRACT CONDITIONS. Items may be tested for compliance with specifications. Items delivered, not conforming to specifications, may be rejected and returned at the bidder's expense. These items, as well as items not delivered as per delivery date in bid and/or purchase order, may be purchased by the City, at its discretion, on the open market. Any increase in cost may be charged against the bidder. Any violation of these stipulations may also result in the bidder's name being removed from the City's vendor list.

57. OPTIONAL CONTRACT USAGE. When the successful bidder(s) is in agreement, other units of government or non-profit agencies may participate in purchases pursuant to the award of this contract at the option of the unit of government or non-profit agency.

58. OSHA. The bidder warrants to the City that any work, services, supplies, materials or equipment supplied pursuant to this Bid shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be deemed breach of contract. Any fines levied because of inadequacies to comply with this condition shall be borne solely by the bidder.

59. PATENTS & ROYALTIES. The bidder shall indemnify and save harmless the City of Miami Beach, Florida, and its officers, employees, contractors, and/or agents, 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 of Miami Beach, Florida. If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, 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.

60. PAYMENT. Payment will be made by the City after the items have been received, inspected, and found to comply with Bid specifications, free of damage or defect, and properly invoiced.

61. PRICES QUOTED. Prices quoted shall remain firm and fixed during the duration of the contract. In completing the bid form, state both unit price and extended total, when requested. Prices must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in Special Conditions). The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation. Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately, and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s).

62. PRODUCT INFORMATION. Product literature, specifications, and technical information, including Manufacturer's Safety Data Sheets (MSDS) should be provided with this bid as an attachment to the "BID FORM".

However, in all cases must be provided within five (5) calendar days upon request from Purchasing Agent.

63. REASONABLE ACCOMMODATION. In accordance with Title II of the Americans with Disabilities Act, any person requiring an accommodation at the Bid opening because of a disability must contact the Procurement Division.

64. SAMPLES. Bids submitted as an "equal" product must be accompanied with detailed specifications. Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with the bidder's name. Failure of the bidder to either deliver required samples, or to clearly identify samples may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Procurement Department, 1755 Meridian Avenue, 3rd Floor, Miami Beach, FL 33139.

65. SPECIAL CONDITIONS. Any and all Special Conditions that may vary from these General Terms and Conditions shall have precedence.

66. SPOT MARKET PURCHASES. It is the intent of the City to purchase the items specifically listed in this Bid from the successful bidder. However, the City reserves the right to purchase the items from state or other governmental contract, or on an as-needed basis through the City's spot market purchase provisions.

67. SUBSTITUTIONS. After award of contract, the City WILL NOT accept substitute shipments of any kind, without previous written approval. The bidder is expected to furnish the brand quoted in its bid. Any substitute shipments will be returned at the bidder's expense.

68. TAXES. The City of Miami Beach is exempt from all Federal Excise and State taxes.

69. TIE BIDS. In accordance with Florida Statues Section 287.087, regarding identical tie bids, preference will be given to bidders certifying that they have implemented a drug free work place program. A certification form will be required. In the event of a continued tie between two or more bidders after consideration of the drug free workplace program, the City's Local Preference and Veteran Preference ordinances will dictate the manner by which a tie is to be resolved. In the event of a continued tie after the Local and Veteran Preference ordinances have been applied or the tie exists between bidders that are not Local or Veteran, the breaking of the tie shall be at the City Manager's discretion, which will make a recommendation for award to the City Commission.

70. TERMINATION FOR DEFAULT. If the successful bidder shall fail to fulfill in a timely manner, or otherwise violate, any of the covenants, agreements, or stipulations material to the Bid and/or the contract entered into with the City pursuant thereto, the City shall thereupon have the right to terminate the work and/or services then remaining to be performed by giving written notice to the bidder of such termination, which shall become effective upon receipt by the bidder of the written termination notice.

In that event, the City shall compensate the successful bidder in accordance with the term of the contract for all work and/or services satisfactorily performed by the bidder prior to termination, net of any costs incurred by the City as a consequence of the default.

Notwithstanding the above, the successful bidder shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the bidder, and the City may reasonably withhold payments to the successful bidder for the purposes of set off until such time as the exact amount of damages due the City from the successful bidder is determined.

The City may, at its discretion, provide reasonable "cure period" for any contractual violation prior to termination of the contract; should the successful bidder fail to take the corrective action specified in the City's notice of default within the allotted cure period, then the City may proceed to terminate the contract for cause in accordance with this subsection 1.57.

71. TERMINATION FOR CONVENIENCE OF CITY. The City may, for its convenience, terminate the work and/or services then remaining to be performed, at any time, by giving written notice to the successful bidder of such termination, which shall become effective thirty (30) days following receipt by bidder of such notice. In that event, all finished or unfinished documents and other materials shall be properly delivered to the City. If the contract is terminated by the City as provided in this subsection, the City shall compensate the successful bidder in accordance with the terms of the contract for all and without cause and/or any resulting liability to the City, work and/or services actually performed by the successful bidder, and shall also compensate the bidder for its reasonable direct costs in assembling and delivering to City all documents. No compensation shall be due to the successful bidder for any profits that the successful bidder expected to earn on the balanced of the contract. Such payments shall be the total extent of the City's liability to the successful bidder upon a termination as provided for in this subsection.

72. UNDERWRITERS' LABORATORIES. Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

73. ADDITIONAL ITEMS / SERVICES. Although this solicitation and resultant contract identifies specific goods, services or facilities ("items"), it is hereby agreed and understood that the City may require additional items to be added to the Contract which are ancillary or supplemental to the items specified herein and required to complete the work. When additional items are required to be added to the Contract, awarded vendor(s), as applicable to the item being requested, under this contract may be invited to submit price quote(s) for the additional items. If these quote(s) are determined to be fair and reasonable, then the additional items will be awarded to the current contract vendor(s) through either a Purchase Order (or Change Order if Purchase Order already exists) or an amendment to the Contract. Additional items with a cumulative value of $50,000 or less may be approved by the City Manager. City Commission approval is required for additional items with a cumulative value greater than $50,000.

The City may determine to obtain price quotes for the additional items from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendors, or for other reasons at the City's discretion.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK

SECTION 0300 BID SUBMITTAL INSTRUCTIONS AND FORMAT

1. SEALED BIDS. One original Bid Submittal (preferably in 3-ring binder) must be submitted in an opaque, sealed envelope or container on or before the due date established for the receipt of bids. Additionally, three (3) bound copies and one (1) electronic format (CD or USB format) are to be submitted, with the original submission or within two (2) days of request by the City. The following information should be clearly marked on the face of the envelope or container in which the bid is submitted: Bid Number, Bid Title, Bidder's Name, Bidder's Return Address. Bids received electronically, either through email or facsimile, are not acceptable and will be rejected.

2. BID SUBMITTAL. The Bid Submittal is to include the following:

- **TAB 1 – Cost Proposal Form (Appendix E). The Cost Proposal Form (Appendix E) shall be completed mechanically or, if manually, in ink. Cost Proposal Forms submitted in pencil shall be deemed non-responsive. All corrections on the Cost Proposal Form shall be initialed.**

  FAILURE TO SUBMIT THE MOST RECENT COST PROPOSAL FORM (EITHER INCLUDED IN THE ORIGINAL ITB OR RELEASED VIA AN ADDENDUM) MAY RESULT IN BID BEING DEEMED NOT RESPONSIVE AND NOT BEING FURTHER CONSIDERED.

- **TAB 2 – Bid Certification, Questionnaire and Affidavits (Appendix A).**
- **TAB 3 – Submit Manufacturer's Letter and/or certificate per the Minimum Requirements for each brand for which a bid is submitted.**

3. LATE BIDS. Bids are to be received on or before the due date established herein for the receipt of Bids. **Any Bid received after the deadline established for receipt of Bids will be considered late and not be accepted or will be returned to Bidder unopened.** The City does not accept responsibility for any delays, natural or otherwise.

APPENDIX "A"

MIAMIBEACH

Bid Certification, Questionnaire & Requirements Affidavit

2018-039-JC
Furnish, Installation, Maintenance and Repair of Generators

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

Solicitation No: 2018-039-JC	Solicitation Title: Furnish, Installation, Maintenance and Repair of Generators	
Procurement Contact:	Tel:	Email:

Jason Crouch	305.673.7000 x 6694	jasoncrouch@miamibeachfl.gov

BID CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT

Purpose: The purpose of this Bid Certification, Questionnaire and Requirements Affidavit Form is to inform prospective Proposers of certain solicitation and contractual requirements, and to collect necessary information from Proposers in order that certain portions of responsiveness, responsibility and other determining factors and compliance with requirements may be evaluated. **This Bid Certification, Questionnaire and Requirements Affidavit Form is a REQUIRED FORM that must be submitted fully completed and executed.**

1. General Proposer Information.

FIRM NAME:	
NO. OF YEARS IN BUSINESS:	NO. OF YEARS IN BUSINESS LOCALLY:
OTHER NAME(S) PROPOSER HAS OPERATED UNDER IN THE LAST 10 YEARS:	
FIRM PRIMARY ADDRESS (HEADQUARTERS):	
CITY:	
STATE:	ZIP CODE:
TELEPHONE NO.:	
TOLL FREE NO.:	
FAX NO.:	
FIRM LOCAL ADDRESS:	
CITY:	
STATE:	ZIP CODE:
PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT:	
ACCOUNT REP TELEPHONE NO.:	
ACCOUNT REP TOLL FREE NO.:	
ACCOUNT REP EMAIL:	
FEDERAL TAX IDENTIFICATION NO.:	

The City reserves the right to seek additional information from Proposer or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the Proposer to perform in accordance with contract requirements.

1. **Veteran Owned Business.** Is Proposer claiming a veteran owned business status?

☐ YES ☐ NO

SUBMITTAL REQUIREMENT: Proposers claiming veteran owned business status shall submit a documentation proving that firm is certified as a veteran-owned business or a service-disabled veteran owned business by the State of Florida or United States federal government, as required pursuant to ordinance 2011-3748.

2. **Financial Capacity.** When requested by the City, each Proposer shall arrange for Dun & Bradstreet to submit a Supplier Qualification Report (SQR) directly to the Procurement Contact named herein. No proposal will be considered without receipt, by the City, of the SQR directly from Dun & Bradstreet. The cost of the preparation of the SQR shall be the responsibility of the Proposer. The Proposer shall request the SQR report from D&B at:

https://supplierportal.dnb.com/webapp/wcs/stores/servlet/SupplierPortal?storeId=11696

Proposers are responsible for the accuracy of the information contained in its SQR. It is highly recommended that each Proposer review the information contained in its SQR for accuracy prior to submittal to the City and as early as possible in the solicitation process. For assistance with any portion of the SQR submittal process, contact Dun & Bradstreet at 800-424-2495.

SUBMITTAL REQUIREMENT: Proposer shall request that Dun & Bradstreet submit its Supplier Qualifier Report directly to the City, with bid or within 2 days of request.

3. **Conflict Of Interest.** All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

SUBMITTAL REQUIREMENT: Proposers must disclose the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Proposers must also disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

4. **References & Past Performance.** Proposer shall submit at least three (3) references for whom the Proposer has completed work similar in size and nature as the work referenced in solicitation.

SUBMITTAL REQUIREMENT: For each reference submitted, the following information is required: 1) Firm Name, 2) Contact Individual Name & Title, 3) Address, 4) Telephone, 5) Contact's Email and 6) Narrative on Scope of Services Provided.

5. **Suspension, Debarment or Contract Cancellation.** Has Proposer ever been debarred, suspended or other legal violation, or had a contract cancelled due to non-performance by any public sector agency?

☐ YES ☐ NO

SUBMITTAL REQUIREMENT: If answer to above is "YES," Proposer shall submit a statement detailing the reasons that led to action(s).

6. **Vendor Campaign Contributions.** Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their Proposals, in the event of such non-compliance.

SUBMITTAL REQUIREMENT: Submit the names of all individuals or entities (including your sub-consultants) with a controlling financial interest as defined in solicitation. For each individual or entity with a controlling financial interest indicate whether or not each individual or entity has contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach.

7. **Code of Business Ethics.** Pursuant to City Resolution No.2000-23879, each person or entity that seeks to do business with the City shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Department with its proposal/response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

SUBMITTAL REQUIREMENT: Proposer shall submit firm's Code of Business Ethics. In lieu of submitting Code of Business Ethics,

Proposer may submit a statement indicating that it will adopt, as required in the ordinance, the City of Miami Beach Code of Ethics, available at www.miamibeachfl.gov/procurement/.

8. **Living Wage.** Pursuant to Section 2-408 of the City of Miami Beach Code, as same may be amended from time to time, covered employees shall be paid the required living wage rates listed below:
   1. Effective January 1, 2018, covered employees must be paid a living wage rate of no less than $11.62 per hour with health care benefits of at least $2.26 per hour, or a living wage rate of no less than $13.88 per hour without health care benefits.
   2. Effective January 1, 2019, covered employees must be paid a living wage rate of no less than $11.70 per hour with health care benefits of at least $2.74 per hour, or a living wage rate of no less than $14.44 per hour without health care benefits.
   3. Effective January 1, 2020, covered employees must be paid a living wage rate of no less than $11.78 per hour with health care benefits of at least $3.22 per hour, or a living wage rate of no less than$15.00 per hour without health care benefits.

The living wage rate and health care benefits rate may, by Resolution of the City Commission be indexed annually for inflation using the Consumer Price Index for all Urban Consumers (CPI-U) Miami/Ft. Lauderdale, issued by the U.S. Department of Labor's Bureau of Labor Statistics. Notwithstanding the preceding, no annual index shall exceed three percent (3%). The City may also, by resolution, elect not to index the living wage rate in any particular year, if it determines it would not be fiscally sound to implement same (in a particular year).

Proposers' failure to comply with this provision shall be deemed a material breach under this proposal, under which the City may, at its sole option, immediately deem said Proposer as non-responsive, and may further subject Proposer to additional penalties and fines, as provided in the City's Living Wage Ordinance, as amended. Further information on the Living Wage requirement is available at www.miamibeachfl.gov/procurement/.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees to the living wage requirement.

9. **Equal Benefits for Employees with Spouses and Employees with Domestic Partners.** When awarding competitively solicited contracts valued at over $100,000 whose contractors maintain 51 or more full time employees on their payrolls during 20 or more calendar work weeks, the Equal Benefits for Domestic Partners Ordinance 2005-3494 requires certain contractors doing business with the City of Miami Beach, who are awarded a contract pursuant to competitive proposals, to provide "Equal Benefits" to their employees with domestic partners, as they provide to employees with spouses. The Ordinance applies to all employees of a Contractor who work within the City limits of the City of Miami Beach, Florida; and the Contractor's employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

   A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?
   ☐ YES ☐ NO

   B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners* or to domestic partners of employees?
   ☐ YES ☐ NO

   C. Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

BENEFIT	Firm Provides for Employees with Spouses	Firm Provides for Employees with Domestic Partners	Firm does not Provide Benefit
Health			
Sick Leave			
Family Medical Leave			
Bereavement Leave			

If Proposer cannot offer a benefit to domestic partners because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent and submit a completed Reasonable Measures Application (attached) with all necessary documentation. Your Reasonable Measures Application will be reviewed for consideration by the City Manager, or his designee. Approval is not guaranteed and the City Manager's decision is final. Further information on the Equal Benefits requirement is available at www.miamibeachfl.gov/procurement/scroll.aspx?id=79113.

10. **Public Entity Crimes.** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states 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

proposal, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees with the requirements of Section 287.133, Florida Statutes, and certifies it has not been placed on convicted vendor list.

11. **Non-Discrimination.** Pursuant to City Ordinance No.2016-3990, the City shall not enter into a contract with a business unless the business represents that it does not and will not engage in a boycott as defined in Section 2-375(a) of the City Code, including the blacklisting, divesting from, or otherwise refusing to deal with a person or entity when such action is based on race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital or familial status, age or disability.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees it is and shall remain in full compliance with Section 2-375 of the City of Miami Beach City Code.

12. **Moratorium on Travel to and the Purchase of Goods or Services from North Carolina and Mississippi.** Pursuant to Resolution 2016-29375, the City of Miami Beach, Florida, prohibits official City travel to the states of North Carolina and Mississippi, as well as the purchase of goods or services sourced in North Carolina and Mississippi. Proposer shall agree that no travel shall occur on behalf of the City to North Carolina or Mississippi, nor shall any product or services it provides to the City be sourced from these states.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees it is and shall remain in full compliance with Resolution 2016-29375.

13. **Fair Chance Requirement.** Pursuant to Section 2-376 of the City Code, the City shall not enter into any contract resulting from a competitive solicitation, unless the proposer certifies in writing that the business has adopted and employs written policies, practices, and standards that are consistent with the City's Fair Chance Ordinance, set forth in Article V of Chapter 62 of the City Code ("Fair Chance Ordinance"), and which, among other things, (i) prohibits City contractors, as an employer, from inquiring about an applicant's criminal history until the applicant is given a conditional offer of employment; (ii) prohibits advertising of employment positions with a statement that an individual with a criminal record may not apply for the position, and (iii) prohibits placing a statement on an employment application that a person with a criminal record may not apply for the position.

SUBMITTAL REQUIREMENT: No additional submittal is required at this time. By virtue of executing this affidavit, Proposer certifies that it has adopted policies, practices and standards consistent with the City's Fair Chance Ordinance. Proposer agrees to provide the City with supporting documentation evidencing its compliance upon request. Proposer further agrees that any breach of the representations made herein shall constitute a material breach of contract, and shall entitle the City to the immediate termination for cause of the agreement, in addition to any damages that may be available at law and in equity.

14. **Acknowledgement of Addendum.** After issuance of solicitation, the City may release one or more addendum to the solicitation which may provide additional information to Proposers or alter solicitation requirements. The City will strive to reach every Proposer having received solicitation through the City's e-procurement system, PublicPurchase.com. However, Proposers are solely responsible for assuring they have received any and all addendum issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the Proposer has received all addendum released by the City pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addenda may result in proposal disqualification.

Initial to Confirm Receipt		Initial to Confirm Receipt		Initial to Confirm Receipt	
	Addendum 1		Addendum 6		Addendum 11
	Addendum 2		Addendum 7		Addendum 12
	Addendum 3		Addendum 8		Addendum 13
	Addendum 4		Addendum 9		Addendum 14
	Addendum 5		Addendum 10		Addendum 15

If additional confirmation of addendum is required, submit under separate cover.

DISCLOSURE AND DISCLAIMER SECTION

The solicitation referenced herein is being furnished to the recipient by the City of Miami Beach (the "City") for the recipient's convenience. Any action taken by the City in response to Proposals made pursuant to this solicitation, or in making any award, or in failing or refusing to make any award pursuant to such Proposals, or in cancelling awards, or in withdrawing or cancelling this solicitation, either before or after issuance

of an award, shall be without any liability or obligation on the part of the City.

In its sole discretion, the City may withdraw the solicitation either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the solicitation, as it deems appropriate and in its best interest. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting Proposals in response to this solicitation.

Following submission of a Bid or Proposal, the applicant agrees to deliver such further details, information and assurances, including financial and disclosure data, relating to the Proposal and the applicant including, without limitation, the applicant's affiliates, officers, directors, shareholders, partners and employees, as requested by the City in its discretion.

The information contained herein is provided solely for the convenience of prospective Proposers. It is the responsibility of the recipient to assure itself that information contained herein is accurate and complete. The City does not provide any assurances as to the accuracy of any information in this solicitation.

Any reliance on these contents, or on any permitted communications with City officials, shall be at the recipient's own risk. Proposers should rely exclusively on their own investigations, interpretations, and analyses. The solicitation is being provided by the City without any warranty or representation, express or implied, as to its content, its accuracy, or its completeness. No warranty or representation is made by the City or its agents that any Proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

The City shall have no obligation or liability with respect to this solicitation, the selection and the award process, or whether any award will be made. Any recipient of this solicitation who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer, is totally relying on this Disclosure and Disclaimer, and agrees to be bound by the terms hereof. Any Proposals submitted to the City pursuant to this solicitation are submitted at the sole risk and responsibility of the party submitting such Proposal.

This solicitation is made subject to correction of errors, omissions, or withdrawal from the market without notice. Information is for guidance only, and does not constitute all or any part of an agreement.

The City and all Proposers will be bound only as, if and when a Proposal (or Proposals), as same may be modified, and the applicable definitive agreements pertaining thereto, are approved and executed by the parties, and then only pursuant to the terms of the definitive agreements executed among the parties. Any response to this solicitation may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

The City is governed by the Government-in-the-Sunshine Law, and all Proposals and supporting documents shall be subject to disclosure as required by such law. All Proposals shall be submitted in sealed proposal form and shall remain confidential to the extent permitted by Florida Statutes, until the date and time selected for opening the responses. At that time, all documents received by the City shall become public records.

Proposers are expected to make all disclosures and declarations as requested in this solicitation. By submission of a Proposal, the Proposer acknowledges and agrees that the City has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the Proposal, and authorizes the release to the City of any and all information sought in such inquiry or investigation. Each Proposer certifies that the information contained in the Proposal is true, accurate and complete, to the best of its knowledge, information, and belief.

Notwithstanding the foregoing or anything contained in the solicitation, all Proposers agree that in the event of a final unappealable judgment by a court of competent jurisdiction which imposes on the City any liability arising out of this solicitation, or any response thereto, or any action or inaction by the City with respect thereto, such liability shall be limited to $10,000.00 as agreed-upon and liquidated damages. The previous sentence, however, shall not be construed to circumvent any of the other provisions of this Disclosure and Disclaimer which imposes no liability on the City.

In the event of any differences in language between this Disclosure and Disclaimer and the balance of the solicitation, it is understood that the provisions of this Disclosure and Disclaimer shall always govern. The solicitation and any disputes arising from the solicitation shall be governed by and construed in accordance with the laws of the State of Florida.

BIDDER CERTIFICATION

I hereby certify that: I, as an authorized agent of the Bidder, am submitting the following information as my firm's proposal; Bidder agrees to complete and unconditional acceptance of the terms and conditions of this document, inclusive of this solicitation, all attachments, exhibits and appendices and the contents of any Addenda released hereto, and the Disclosure and Disclaimer Statement; Bidder agrees to be bound to any and all specifications, terms and conditions contained in the solicitation, and any released Addenda and understand that the following are requirements of this solicitation and failure to comply will result in disqualification of proposal submitted; Bidder has not divulged, discussed, or compared the proposal with other Bidders and has not colluded with any other Bidder or party to any other proposal; Bidder acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal, inclusive of the Bid Certification, Questionnaire and Requirements Affidavit are true and accurate.

Name of Bidder's Authorized Representative:	Title of Bidder's Authorized Representative:
Signature of Bidder's Authorized Representative:	Date:

State of FLORIDA)
)
County of _____)

On this ____day of _____, 20__, personally appeared before me _____ who stated that (s)he is the _____ of _____, a corporation, and that the instrument was signed in behalf of the said corporation by authority of its board of directors and acknowledged said instrument to be its voluntary act and deed. Before me:

_____
Notary Public for the State of _____

APPENDIX B

MIAMIBEACH

"No Bid" Form

2018-039-JC
Furnish, Installation, Maintenance and Repair of Generators

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

Note: It is important for those vendors who have received notification of this solicitation but have decided not to respond, to complete and submit the attached "Statement of No Bid." The "Statement of No Bid" provides the City with information on how to improve the solicitation process. Failure to submit a "Statement of No Bid" may result in not being notified of future solicitations by the City.

Statement of No Bid

WE HAVE ELECTED NOT TO SUBMIT A PROPOSAL AT THIS TIME FOR REASON(S) CHECKED AND/OR INDICATED BELOW:

___ Workload does not allow us to proposal

___Insufficient time to respond

___ Specifications unclear or too restrictive

___ Unable to meet specifications

___Unable to meet service requirements

___Unable to meet insurance requirements

___Do not offer this product/service

___OTHER. (Please specify)

_____

_____

_____

We do __ do not __ want to be retained on your mailing list for future proposals of this type product and/or service.

Signature:_____

Title:_____

Legal Company Name:_____

Note: Failure to respond, either by submitting a proposal <u>or</u> this completed form, may result in your company being removed from our vendors list.

<u>PLEASE RETURN TO:</u>
CITY OF MIAMI BEACH
PROCUREMENT DEPARTMENT
ATTN: **Jason Crouch**
BID # 2018-039-JC
1755 MERIDIAN AVENUE, 3rd FLOOR
MIAMI BEACH, FL 33139

APPENDIX C

MIAMIBEACH

Minimum Requirements & Specifications

2018-039-JC
Furnish, Installation, Maintenance and Repair of Generators

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

C1. Minimum Eligibility Requirements

The Minimum Eligibility Requirements for this solicitation are listed below. Bidder shall submit the required submittal(s) documenting compliance with each minimum requirement. Bidders that fail to comply with minimum requirements will be deemed non-responsive, and will not be considered.

1. **Bidder must provide a manufacturer's letter and/or reseller's certificate, indicating that the Bidder is an authorized seller and/or distributor of the specific generator brand(s) for which a bid is submitted.**

C2. Statement of Work Required

The contractor shall be required to provide emergency power generators installation, preventive/routine maintenance, inspections, repair services and as-needed generator rentals for the City of Miami Beach. These services shall be in accordance with the applicable generator manufacturer's recommendations and as specified herein. The City requires a routine maintenance program that, at a minimum, requires the contractor to perform quarterly, and semi-annual maintenance services. The generators are located at multiple locations within the City of Miami Beach, and will require the capability to perform services on various brands and equipment types. The contractor shall also furnish all labor, parts, tools, transportation, supervision, equipment and obligations necessary for the performance of services under this ITB, including but not limited to the following:

C3. Specifications

The technical requirements of the City's desired emergency power generator program shall include, but not be limited to the following:

- Maintain City-owned and rental generators in peak mechanical condition;
- Provide preventive/routine generator and related systems inspections;
- Incorporate a preventive/routine maintenance service program that assures maximum operating performance on all machines and equipment;
- Assign certified generator technicians to the City of Miami Beach;
- Deliver emergency services and related equipment, as necessary;
- Provide preventive/routine maintenance and repair services;
- Furnish, deliver and provide emergency power generator equipment installation.

<u>3.1 Inspections and Testing Overview</u>

Inspections and testing of the generators shall be performed as needed in accordance with the generator manufacturer's recommendations. Inspections are required to comply with State and Federal regulations in effect during the contract period, and shall be included in the submitted bid. The City of Miami Beach Property Management Department will determine the timeline/window for the inspections (example: February, March, April) with the selected contractor(s).

The contractor shall perform the inspections and testing (non-load and full-load), of the generators and associated systems on a scheduled basis as specified herein. (NOTE: No load bank testing is required on portable generators. Maintenance on portable generators will be performed on an as-needed basis, at the request of the City of Miami Beach.)

Additionally, an annual compliance test is required of all fuel stations.

The contractor shall review with the City of Miami Beach Zone Manager, or designee, the details of the completed work and the condition of the system(s), plus any recommendations for necessary repairs or improvements to the system. Within seven (7) calendar days following an inspection, the contractor shall file a written inspection report to include a complete set of records of the inspections, including, but not limited to, inspection dates, equipment checked, pieces of equipment replaced, technicians involved, system operation, performance status, and service recommendations. One (1) copy in PDF format of the inspection records shall be provided to the City of Miami Beach Zone Manager, and one (1) PDF copy shall be provided to the Property Management Director.

3.2 Intentionally Deleted.

3.3 Intentionally Deleted.

3.4 Semi-Annual Maintenance Services

With the exception of portable generators, during a semi-annual service, the contractor shall provide the services listed in the quarterly visits, as well as the following:

Cooling System

- Analyze coolant for proper antifreeze percentage.
- Analyze coolant conditioner level and add additional supplemental coolant additive (SCA) as needed.
- Tighten hose clamps as needed.
- Lubricate fan drive with Caterpillar bearing lubricant for high speed applications and temperatures: -30 degrees Fahrenheit to 325 degrees Fahrenheit.

Fuel System

- Inspection of steel fuel lines for cracks, leaks and proper line bracket support.
- Check the main tank for water (if accessible).

Starting System

- Clean and apply corrosion inhibitor to the terminals of lead acid batteries as needed.
- Tighten battery cable connections as needed.
- Inspect and tighten starter motor(s), connections and wiring.

Exhaust System

- Drain water in exhaust moisture traps.
- Inspect exhaust manifold(s) for broken or missing hardware.

Air Intake System

- Test air cleaner indicator.
- Check all air intake piping for damage and loose connections.

Lubrication System

- Check crankcase breather, inspect hose and connections.
- Take oil sample for "Caterpillar Scheduled Oil Sampling Program (S.O.S), or the appropriate prime mover program depending on the facility.

Fuel System

- Clean primary fuel filter (if screen type).
- Drain water and sediment from day tank (if accessible).
- Clean Inlet filters for day tank.
- Test day tank alarms.
- Lubricate governor linkage.

Starting System

- Test and record battery cells' electrolyte specific gravity.
- Check and record battery voltage dip level during over crank test for minimum voltage required to maintain controls during start-up.

Air Intake System

- Inspection of air cleaner seal for pliability and sealing.
- Inspection of turbocharger for excessive end play clearance (if accessible) and seal leakage.

Generator and Voltage Regulator

- Check rotor air gap for correct clearance.
- Inspection of rotor and stator for damage and excessive oil or dirt build-up.
- Inspection of coupling and guards for loose or missing parts.
- Check tightness of generator leads and voltage regulator control wiring.
- Strap and tape any wiring or generator leads that have rubbing and /or worn insulation.
- Inspect brushes and slip rings or rotating rectifier.
- Clean and adjust voltage droop potentiometer.
- Inspect exciter field.
- Lubricate generator bearing with bearing lubricant for high speed applications and temperatures -10 degrees Fahrenheit to 325 degrees Fahrenheit.

Control Panel

- Check for and tighten loose terminals on the generator set and the generator control panel.
- Check tightness of relays in the generator control panel.
- Inspect for excessive dirt accumulation and clean as needed.
- Test auto-start system.
- Test safeties and pre-alarms on control and annunciator panels.

3.5 Quarterly Maintenance Services

With the exception of portable generators, the contractor shall provide the following quarterly services:

- Visual Inspection of radiator/heat exchange for leaks, damage and obstruction.
- Add coolant (up to four gallons) to bring the coolant to correct level.
- Inspect condition of radiator cap, gasket and sealing surface.
- Visual Inspection of water pump and cooling system gaskets for leaks.
- Inspect belts for cracking and fraying.
- Check jacket water heater(s) for proper operation and adjust thermostat setting as needed.
- Check belt tension.
- Inspect flexible water connections for crackling, leaks and pliability.
- Check engine coolant level.
- Check engine oil level.
- Check the battery charger.
- Check coolant levels.
- Analyze coolant for proper antifreeze percentages and adjust accordingly.
- Inspect cooling system hoses.
- Tighten hose clamps as needed.
- Clean fuel filter.
- Clean air cleaner.
- Service belts as required.
- Check engine heater operation.
- Check generator set for fuel, oil, and coolant leaks.
- Check air intakes and outlets.
- Check transfer tank operation.
- Check ball bearings, brushes, brush holders, commutator, cooling screens, alternator, connections, insulation, shunt trip, mainline circuit breaker, belts, hoses, spark plugs, automatic transfer switches, and indicator lights.
- Drain exhaust line.
- Check battery charger operation and charge rate.
- Check battery electrolyte levels and specific gravity.
- Check generator output voltage and adjust as necessary.
- Emergency system operation with load transfer.
- Emergency system operation without load transfer.
- Frequency check / governor adjustment.
- Check transfer switch and accessory operation.
- Check engine alternator charge rates.
- Check engine and generator gauge and indicator operation.
- Check generator set controller operation including shut-down functions and emergency stop.
- Lube, oil and filter change.
- Fuel filter change.
- Engine tune-up with parts.
- Four hour external resistive load bank test: (two hours at 50%, one hour at 75%, one hour at 100%), the contractor shall provide alternate to biocides maintain control of this growth.
- Legally dispose of waste oil and filters.

- Replace inlet filter for day tank.
- Load Bank testing.
- Power Run: Run the generator verify that the unit runs properly has no alarms or warnings
- Fuel : Ensure adequate fuel levels
- Mode: Ensure that the generator is in "Auto" mode, for automatic startup
- Breakers: Check that the circuit breaker is closed
- Leaks: Check for stability and leaks
- Water heater: Ensure there are NO fluid leaks

Lubrication System

- Add crankcase oil (up to two gallons of oil meeting or exceeding manufacturer's specifications, such as API CH-4, CG-4, CF-4 or Natural Gas oil if spark ignited) to bring the oil to its correct level.
- Inspect oil heater for proper operation and leaks.
- Check for excessive crankcase blow-by with engine running.
- Visual inspection front and rear crankshaft seals and lubrication system gaskets for leaks.

Fuel System

- Inspect flexible fuel lines for cracking, leaks and pliability.
- Test day tank pump for proper operation and level.
- Operate fuel priming pump and check for proper operation and leaks.
- Drain water from water separator.
- Check fuel system for leaks.
- Check governor oil level in main fuel tank.
- Record fuel level in main fuel tank.

Starting System

- Top off electrolyte level.
- Check and record battery charger amperage.
- Check battery charger and adjust float rate for optimum battery performance and life.
- Check and record alternator for proper charge rate with engine running.
- Check for proper cranking termination upon starting.

Exhaust System

- Inspect flexible exhaust coupling for cracks and excessive leakage.
- Check for abnormal exhaust characteristics with engine running (signs of wet stacking).
- Inspect exterior of exhaust manifolds for oil/fuel slobber (signs of wet stacking).
- Inspect exhaust rain protection and exhaust outlet screening.

Air Intake System

- Inspect air filters for plugging and deterioration.
- Make walk around inspection of complete installation.
- Inspect generator set vibration isolators and adjust as needed.
- Check for unit on- line capability in less than 10 seconds.
- Check for abnormal noise or vibration.

- Re-Check oil level with engine running.
- Re-Check for leaks with engine running.
- Check for proper operation of remote fan motors, thermostats, circulating pumps and solenoid valves.
- Check inlet and discharge louvers for proper operation with engine running and Stopped.

Control Panel

- Operational check of illumination and safety lamps.
- Check proper operation of engine and generator instruments with generator running.
- Adjust governor control for optimum performance and frequency.
- Adjust voltage regulator for proper voltage

Upon Completion of Service

- Reset all controls to automatic.
- Set circuit breaker to correct position.
- Check fuel valves for correct position.
- Check voltage regulator is on and NOT tripped.
- Check battery charger is ON.
- Check day tank controls are ON.
- Louver controls are ON.
- Jacket water heater(s) are ON.
- Remote radiator fan controls are ON.
- Auxiliary water pump controls are ON.
- Check cooling system.
- Inspection of pulleys for excessive wear.

3.6 Materials

Replacement parts shall be invoiced at the percentage mark-up rate quoted in the ITB. The City reserves the right to request additional documentation from the contractor to support his/her pricing for replacement parts. In the event that City of Miami Beach desires to purchase additional repair/replacement parts, contractor shall provide same at the parts discount rate listed in this ITB.

3.7 Furnish, Delivery and Installation of New Generators

Upon request by the City, the contractor shall furnish, deliver and install engine generator unit(s) to the specified City of Miami Beach destination. Installation shall be no additional cost. All freight charges shall be paid by the contractor.

3.8 Rental Generators

Contractor shall provide rental generator(s) within twenty-four (24) hours' notice after having received the request from the City of Miami Beach Property Management or other requesting department to provide said generator. Contractor's rental rates shall be those currently in effect at the time of the rental. If Contractor does not have in stock the type and size of generator that is

needed for rental, Contractor will secure generator from a third party and provide said rental generator at a rate not to exceed the percentage markup indicated in the ITB cost proposal.

Contractor shall deliver and install the rental generator to the City of Miami Beach site, and shall ensure the unit is set in place with required equipment and operational instructions given to the City of Miami Beach Property Management Zone Manager, or his/her designee, or other listed contract person. Rental generator shall be equivalent to the size and output range for each unit replaced.

3.9 Service Hours and Response Time

The contractor shall be capable of responding at any time of the day or night upon notification by the City that a situation exists where a shut-down or emergency has occurred. The Contractor must have adequate personnel available to provide emergency services twenty-four (24) hours per day, three hundred sixty-five (365) days per year.

Regular working hours are from 7:30 AM to 5:00 PM, Monday through Friday, with the exclusion of recognized Federal holidays. The contractor is expected to perform non-emergency services, within the City's regular working hours.

Non-emergency response time for the contractor to be onsite must be within twenty-four (24) hours from receipt of notification by the City. Contractor must include in their bid submittal a 24-hour, seven (7) days per week, contact phone number, cell phone, and emails for each representative assigned to service the City's account.

Emergency service shall require the contractor arrive at the applicable generator location within two (2) hours after notification by the City of Miami Beach Property Management Department, or other requesting department. If the contractor fails to arrive within two (2) hours of the emergency repair/service request, the City may take corrective action accordingly. Any situation that results in a non-operational power generator will be considered an "Emergency" by the City of Miami Beach. Where possible, the contractor should endeavor to complete emergency service response within the City's regular business hours.

Emergency Service shall be charged as either a regular or non-regular labor rate service, depending on the time of the service call, and consistent with the rate quoted in the ITB. The Emergency Service hourly charges shall only be applicable to time on-site.

CITY OF MIAMI BEACH GENERATOR LOCATIONS

1) PUBLIC WORKS:

LOCATION ADDRESS: 1051 Jefferson Avenue, PS #1
MAKE MANUFACTURER: Caterpillar
MODEL NUMBER: 3456
SERIAL NUMBER: 7WG03088
KW: 500
FUEL TYPE: Diesel
FUEL TANK CAPACITY: 2500 Gallons
DT FUEL TANK CAPACITY IF ANY: 75 Gallons

LOCATION ADDRESS: 28 Venetian Way, PS #10 / W-5
MAKE MANUFACTURER: Caterpillar
MODEL NUMBER: 3456
SERIAL NUMBER: 7WG
KW: 300
FUEL TYPE: Diesel
FUEL TANK CAPACITY: 1500 Gallons
DT FUEL TANK CAPACITY IF ANY: 50 Gallons

LOCATION ADDRESS: Convention Center, PS #11
MAKE MANUFACTURER: Caterpillar
MODEL NUMBER: 7WG03078
SERIAL NUMBER: G6B00694
KW: 400
FUEL TYPE: Diesel
FUEL TANK CAPACITY: 2500 Gallons
DT FUEL TANK CAPACITY IF ANY: 75 Gallons

LOCATION ADDRESS: 51st Street & Pine Tree Drive, PS #15
MAKE MANUFACTURER: Caterpillar
MODEL NUMBER: D100P4
SERIAL NUMBER: OLY00000AD4900591
KW:
FUEL TYPE: Diesel
FUEL TANK CAPACITY: 500 Gallons
DT FUEL TANK CAPACITY IF ANY: N/A

LOCATION ADDRESS: 6854 Indian Creek Drive, PS #19
MAKE MANUFACTURER: Caterpillar
MODEL NUMBER: D200P3
SERIAL NUMBER: OLY00000ENNS01614

KW: 200
FUEL TYPE: Diesel
FUEL TANK CAPACITY: 1000 Gallons
DT FUEL TANK CAPACITY IF ANY: N/A

LOCATION ADDRESS: 850 71ST Street, PS #21 / W-3
MAKE MANUFACTURER: Caterpillar
MODEL NUMBER: 3456
SERIAL NUMBER: 7WG03091
KW: 500
FUEL TYPE: Diesel
FUEL TANK CAPACITY: 2500 Gallons
DT FUEL TANK CAPACITY IF ANY: 75 Gallons

LOCATION ADDRESS: 100 Hagen Street (golf course), PS #22
MAKE MANUFACTURER: Caterpillar
MODEL NUMBER: D100P4
SERIAL NUMBER: OLY00000CD4P00676
KW:
FUEL TYPE: Diesel
FUEL TANK CAPACITY: 500 Gallons
DT FUEL TANK CAPACITY IF ANY: N/A

LOCATION ADDRESS: 750 75th Street, PS #23 / W-2
MAKE MANUFACTURER: Caterpillar
MODEL NUMBER: 3412
SERIAL NUMBER: AFN01108
KW: 700
FUEL TYPE: Diesel
FUEL TANK CAPACITY: 4000 Gallons
DT FUEL TANK CAPACITY IF ANY: 75 Gallons

LOCATION ADDRESS: 8100 Hawthorne Avenue, PS #24
MAKE MANUFACTURER: Caterpillar
MODEL NUMBER: D100P4
SERIAL NUMBER: OLY00000AD4P00672
KW:
FUEL TYPE: Diesel
FUEL TANK CAPACITY: 500 Gallons
DT FUEL TANK CAPACITY IF ANY: N/A

LOCATION ADDRESS: 5400 Collins Avenue, PS #27
MAKE MANUFACTURER: Caterpillar
MODEL NUMBER: D200P3
SERIAL NUMBER: OLY00000ANNS01737
KW:
FUEL TYPE: Diesel

FUEL TANK CAPACITY: 1000 Gallons
DT FUEL TANK CAPACITY IF ANY: 75 Gallons

LOCATION ADDRESS: 300 28th Street, PS #28
MAKE MANUFACTURER: Cummins
MODEL NUMBER: KTA50-G2
SERIAL NUMBER:
KW: 1100
FUEL TYPE: Diesel
FUEL TANK CAPACITY: 5000 Gallons
DT FUEL TANK CAPACITY IF ANY: 75 Gallons

LOCATION ADDRESS: 6310 Indian Creek Drive, PS #29
MAKE MANUFACTURER: Caterpillar
MODEL NUMBER: 3412
SERIAL NUMBER: AFN01105
KW: 700
FUEL TYPE: Diesel
FUEL TANK CAPACITY: 3200 Gallons
DT FUEL TANK CAPACITY IF ANY: 75 Gallons

LOCATION ADDRESS: 451 Dade Boulevard, PS #W-1
MAKE MANUFACTURER: Cummins
MODEL NUMBER: 500DFED-4333
SERIAL NUMBER: C040618692
KW: 1200
FUEL TYPE: Diesel
FUEL TANK CAPACITY: 4000 Gallons
DT FUEL TANK CAPACITY IF ANY: 75 Gallons

LOCATION ADDRESS: 1050 41st Street
MAKE MANUFACTURER: Caterpillar
MODEL NUMBER: 3412
SERIAL NUMBER: AFN01104
KW: 700
FUEL TYPE: Diesel
FUEL TANK CAPACITY: 4000 Gallons
DT FUEL TANK CAPACITY IF ANY: 75 Gallons

LOCATION ADDRESS: 451 Dade Boulevard
MAKE MANUFACTURER: Doosan T4F, portable
MODEL NUMBER: G240WCU-3A
SERIAL NUMBER: 472955UHZF33
KW: 240
FUEL TYPE: Diesel
FUEL TANK CAPACITY: 368 Gallons
CITY ID: 15482

LOCATION ADDRESS: 451 Dade Boulevard
MAKE MANUFACTURER: Doosan T4F, portable
MODEL NUMBER: G240WCU-3A
SERIAL NUMBER: 476623UEAAF33
KW: 240
FUEL TYPE: Diesel
FUEL TANK CAPACITY: 368 Gallons
CITY ID: 16484

LOCATION ADDRESS: 451 Dade Boulevard
MAKE MANUFACTURER: Doosan T4F, portable
MODEL NUMBER: G240WCU-3A
SERIAL NUMBER: 476622UEAAF33
KW: 240
FUEL TYPE: Diesel
FUEL TANK CAPACITY: 368 Gallons
CITY ID: 16483

LOCATION ADDRESS: 451 Dade Boulevard
MAKE MANUFACTURER: Kohler, portable
MODEL NUMBER: 180REOZJB
SERIAL NUMBER: 2135437
KW: 180
FUEL TYPE: Diesel
FUEL TANK CAPACITY: UKN
CITY ID: 0759

LOCATION ADDRESS: 451 Dade Boulevard
MAKE MANUFACTURER: Kohler, portable
MODEL NUMBER: 100REOZJB
SERIAL NUMBER: 2137319
KW: 105
FUEL TYPE: Diesel
FUEL TANK CAPACITY: UKN
CITY ID: 0760

2) **FLEET SERVICES:**

LOCATION ADDRESS: 140 MacArthur Causeway, Miami Beach, FL 33139
MAKE MANUFACTURER: KOHLER
MODEL NUMBER: 250RE0ZD
SERIAL NUMBER: GENERATOR (675844) , TRAILER (121GP12252M010494)
KW: 260
FUEL TYPE: DIESEL
FUEL TANK CAPACITY: 125 GALLONS
DT FUEL TANK CAPACITY IF ANY: N/A

3) **PROPERTY MANAGEMENT:**

LOCATION ADDRESS: 16th Street Anchor Garage
MAKE MANUFACTURER: Detroit Diesel
MODEL NUMBER: 200DZ
SERIAL NUMBER: 397271
KW: 200
FUEL TYPE: Diesel
FUEL TANK CAPACITY: UKN

LOCATION ADDRESS: 17th Street Anchor Garage
MAKE MANUFACTURER: Kato Light
MODEL NUMBER: N100FRF4
SERIAL NUMBER: LM197028 G-44
KW: 100
FUEL TYPE: Natural Gas
FUEL TANK CAPACITY: UKN

LOCATION ADDRESS: 42nd Street & Sheridan Ave.
MAKE MANUFACTURER: Spectrum
MODEL NUMBER: 80GS
SERIAL NUMBER: 672022
KW: 80
FUEL TYPE: Natural Gas
FUEL TANK CAPACITY: UKN

LOCATION ADDRESS: Pennsylvania Garage, 17St & Penn Ave.
MAKE MANUFACTURER: Kato Light
MODEL NUMBER: 11675060200
SERIAL NUMBER: 2105081
KW: 250
FUEL TYPE: Diesel
FUEL TANK CAPACITY: UKN

LOCATION ADDRESS: Sunset Harbor Parking Garage, 1900 Bay Road
MAKE MANUFACTURER: Generac
MODEL NUMBER: 14259480100 SG130
SERIAL NUMBER: 2115919
KW: 130
FUEL TYPE: Natural Gas
FUEL TANK CAPACITY: UKN

LOCATION ADDRESS: CH Parking Garage, 1755 Meridian Ave.
MAKE MANUFACTURER: Detroit Diesel
MODEL NUMBER: 275RJC6DT3
SERIAL NUMBER: 177723-1-1090
KW: 275
FUEL TYPE: Diesel
FUEL TANK CAPACITY: UKN

LOCATION ADDRESS: City Hall, 1700 Convention Center Dr.
MAKE MANUFACTURER: Kohler
MODEL NUMBER: 400REOZD
SERIAL NUMBER: 718937
KW: 506 KW/400 KW
FUEL TYPE: Diesel
FUEL TANK CAPACITY: UKN

LOCATION ADDRESS: Council Tower, 1040 Collins Ave.
MAKE MANUFACTURER: Cummins
MODEL NUMBER: DSFAA-6133507
SERIAL NUMBER: L100173333
KW: 35
FUEL TYPE: Diesel
FUEL TANK CAPACITY: UKN

LOCATION ADDRESS: Fire Station #1, 1051 Jefferson Ave.
MAKE MANUFACTURER: Kohler
MODEL NUMBER: 250REOZJE
SERIAL NUMBER: SGM322DJX
KW: 250
FUEL TYPE: Diesel
FUEL TANK CAPACITY: UKN

LOCATION ADDRESS: Miami Beach Police Dept, 1100 Washington Ave.
MAKE MANUFACTURER: Cummins
MODEL NUMBER: 680FDR7128JJW
SERIAL NUMBER: RH3222489-01
KW: 500
FUEL TYPE: Diesel
FUEL TANK CAPACITY: UKN

LOCATION ADDRESS: Miami Beach Police Dept, 1100 Washington Ave.
MAKE MANUFACTURER: Cummins
MODEL NUMBER: 680FDR7128JJ
SERIAL NUMBER: RL19-5182410
KW: 500
FUEL TYPE: Diesel
FUEL TANK CAPACITY: UKN

LOCATION ADDRESS: Bass Museum
MAKE MANUFACTURER: Kohler
MODEL NUMBER: 400DS
SERIAL NUMBER: 624001
KW: 506 KW/400 KW
FUEL TYPE: Diesel
FUEL TANK CAPACITY: UKN

LOCATION ADDRESS: Fire Station #2 (Main Building), 2310 Pine Tree Dr.
MAKE MANUFACTURER: Caterpillar
MODEL NUMBER: LC6
SERIAL NUMBER: *G6B02023*
KW: 500
FUEL TYPE: Diesel
FUEL TANK CAPACITY: UKN

LOCATION ADDRESS: Fire Station #3, 5303 Collins Ave.
MAKE MANUFACTURER: Generac
MODEL NUMBER: 91A04383-S
SERIAL NUMBER: 20018689
KW: 200
FUEL TYPE: Diesel
FUEL TANK CAPACITY: UKN

LOCATION ADDRESS: Fire Station #4, 6880 Indian Creek Dr.
MAKE MANUFACTURER: Kohler
MODEL NUMBER: L150FPZ4
SERIAL NUMBER: 112419-1005
KW: 150
FUEL TYPE: Propane Gas
FUEL TANK CAPACITY: UK

LOCATION ADDRESS: Parkview Point, 7441 Wayne Ave.
MAKE MANUFACTURER: Kohler
MODEL NUMBER: DSFAA-6133503
SERIAL NUMBER: L100173334
KW: 35
FUEL TYPE: Diesel
FUEL TANK CAPACITY: UK

APPENDIX D

MIAMIBEACH

Special Conditions

2018-039-JC
Furnish, Installation, Maintenance and Repair of Generators

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

1. **TERM OF CONTRACT.** The term of the Agreement ("Term") shall commence upon execution of the Agreement by all parties hereto, and shall have an initial term of three (3) years.

2. **OPTIONS TO RENEW.** The City, through its City Manager, will have the option to extend for two (2) additional, one (1) year periods, subject to the availability of funds for succeeding fiscal years.

3. **METHOD OF PAYMENT:** The vendor shall submit an invoice to the City user department(s) that requested the service through a purchase order. The date of the invoices shall not exceed thirty (30) calendar days from the date service was provided. Under no circumstances shall the invoice be submitted to the City in advance of the services being provided. In addition the invoice shall reference (or include a copy of) the corresponding documentation (pick-up ticket number) that was signed by an authorized representative of the City user department at the time the service was provided. Failure to submit invoices in the prescribed manner will delay payment.

4. **QUANTITIES.** The quantity or amount specified herein are estimated only and not a commitment or guarantee of the amounts required by the City under this Bid. Vendor is not authorized to manufacture, produce, ship or perform unless it has received a release or request for a specific quantity for items/materials specified in the contract ordered pursuant to this bid by an authorized representative of the City. All invoices must be equal to or less than the cost specified in the contract. The City shall not be obligated or liable for any payments in excess of the amounts released or requested pursuant to this bid or for unit prices that exceed those stipulated in the contract.

5. **Roadmap for Projects Awarded Pursuant to Pool of Pre-qualified Contractors for Future Projects.** The project/contract manager may request quotes from contractors authorized to participate in the Pre-Qualified Bidder Pool for future projects. At its own expense, the contractor shall visit the site and prepare a lump sum detailed quotation (inclusive of all labor, materials, and all other costs. Each quote prepared by the contractor shall include an acceptable description of the nature, extent and character of the work required, as well as performance and delivery schedules. Project managers may require an itemized breakdown of the lump sum amounts.

   5.1 For projects with a cost up to the amount specified in City Procedure PO16.02, Threshold Category 1 (currently $10,000 or as amended), the project/contract manager may select the contractor deemed to be best qualified and issue a Purchase Order for the work.

   5.2 For projects with an estimated cost exceeding the amount specified in City Procedure PO16.02, Threshold Category 1 (currently $10,000 or as amended), the project/contract manager shall solicit three quotes. Following the determination of the best quote, in the City's sole discretion, a Contractor Service Order (CSO) will be executed for the project. See Appendix G for sample CSO. Prior to issuing a Purchase Order for projects not exceeding $50,000, the City Manager's approval is required. Prior to issuing a Purchase Order for projects exceeding $50,000, the City Commission's approval is required.

5.3 In determining the lowest and best contractor for the project, in addition to price, there shall be considered the following:

(1) The ability, capacity and skill of the bidder to perform the contract.

(2) Whether the bidder can perform the contract within the time specified, without delay or interference.

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

(4) The quality of performance of previous contracts.

(5) The previous and existing compliance by the bidder with laws and ordinances relating to the contract.

APPENDIX E

MIAMIBEACH

Cost Proposal Form

2018-039-JC
Furnish, Installation, Maintenance and Repair of Generators

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

APPENDIX E-1
CATERPILLAR BRAND (GROUP A)
COST PROPOSAL FORM

Failure to submit Appendix E, Cost Proposal Form, in its entirety, and fully executed by the deadline established for the receipt of bids, will result in bid being deemed non-responsive and being rejected.

Bidder affirms that the prices stated on the Cost Proposal Form below represents the entire cost of the items in full accordance with the requirements of this ITB, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The Cost Proposal Form (Appendix E) shall be completed mechanically or, if manually, in ink. Cost Proposal Form (Appendix E) completed in pencil shall be deemed non-responsive. All corrections on the Cost Proposal Form (Appendix E) shall be initialed.

Bidders are required to bid on all of the following groups in order to be considered for an award for that brand group. For example, a bidder interested in the Caterpillar brand must bid on Groups 1, 2, & 3 of Appendix E-1 in order to be considered for award of that brand.

GROUP 1: ROUTINE MAINTENANCE SERVICES

Item	Description	Services Cost	X	Frequency	=	Annual Cost
1.A.1	Quarterly Maintenance Services*	$		4		$
1. A.2	Semi-Annual Maintenance Services*	$		2		$
				GROUP 1 SUBTOTAL		$

GROUP 2: HOURLY RATES FOR REPAIRS/INSTALLATION NOT COVERED BY ROUTINE MAINTENANCE

Item	Description	Est. Hours	X	Hourly Rate	=	Annual Cost
2.A.1	Labor ***Non-Regular Hours*** Rate for Emergency Services	20 HOURS		$		$
2.A.2	Labor ***Regular Hours*** Rate for Equipment	80 HOURS		$		$
				GROUP 2 SUBTOTAL		$

GROUP 3: PARTS % MARK-UP		Est. Amount	X	Mark-up	=	Annual Cost
3.A.1	Parts	$5,000		%		$
				GROUP 3 SUBTOTAL		$

*Requires compliance with Section 2-408, Living Wage Requirements, of the City Code.

ESTIMATED ANNUAL COST TO THE CITY ***(ENTER BELOW THE SUM OF SUB-TOTALS FOR GROUPS 1,2,3)***

GRAND TOTAL FOR ALL GROUPS (1,2,3)	$

CATERPILLAR APPENDIX E-1 Bidder's Affirmation
Company:
Authorized Representative:
Address:
Telephone:
Email:
Authorized Representative's Signature:

APPENDIX E-2
CUMMINS BRAND (GROUP B)
COST PROPOSAL FORM

Failure to submit Appendix E, Cost Proposal Form, in its entirety, and fully executed by the deadline established for the receipt of bids, will result in bid being deemed non-responsive and being rejected.

Bidder affirms that the prices stated on the Cost Proposal Form below represents the entire cost of the items in full accordance with the requirements of this ITB, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The Cost Proposal Form (Appendix E) shall be completed mechanically or, if manually, in ink. Cost Proposal Form (Appendix E) completed in pencil shall be deemed non-responsive. All corrections on the Cost Proposal Form (Appendix E) shall be initialed.

Bidders are required to bid on all of the following groups in order to be considered for an award for that brand group. For example, a bidder interested in the Caterpillar brand must bid on Groups 1, 2, & 3 of Appendix E-1 in order to be considered for award of that brand.

GROUP 1: ROUTINE MAINTENANCE SERVICES

Item	Description	Services Cost	X	Frequency	=	Annual Cost
1.B.1	Quarterly Maintenance Services*	$		4		$
1.B.2	Semi-Annual Maintenance Services*	$		2		$
				GROUP 1 SUBTOTAL		$

GROUP 2: HOURLY RATES FOR REPAIRS NOT COVERED BY ROUTINE MAINTENANCE

Item	Description	Est. Hours	X	Hourly Rate	=	Annual Cost
2.B.1	Labor ***Non-Regular Hours*** Rate for Emergency Services	20 HOURS		$		$
2.B.2	Labor ***Regular Hours*** Rate for Equipment	80 HOURS		$		$
				GROUP 2 SUBTOTAL		$

GROUP 3: PARTS % MARK-UP		Est. Amount	X	Mark-up	=	Annual Cost
3.B.1	Parts	$5,000		%		$
				GROUP 3 SUBTOTAL		$

*Requires compliance with Section 2-408, Living Wage Requirements, of the City Code.

ESTIMATED ANNUAL COST TO THE CITY ***(ENTER BELOW THE SUM OF SUB-TOTALS FOR GROUPS 1,2,3)***

GRAND TOTAL FOR ALL GROUPS (1,2,3)	$

APPENDIX E-2 CUMMINS Bidder's Affirmation
Company:
Authorized Representative:
Address:
Telephone:
Email:
Authorized Representative's Signature:

APPENDIX E-3
DETROIT DIESEL BRAND (GROUP C)
COST PROPOSAL FORM

Failure to submit Appendix E, Cost Proposal Form, in its entirety, and fully executed by the deadline established for the receipt of bids, will result in bid being deemed non-responsive and being rejected.

Bidder affirms that the prices stated on the Cost Proposal Form below represents the entire cost of the items in full accordance with the requirements of this ITB, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The Cost Proposal Form (Appendix E) shall be completed mechanically or, if manually, in ink. Cost Proposal Form (Appendix E) completed in pencil shall be deemed non-responsive. All corrections on the Cost Proposal Form (Appendix E) shall be initialed.

Bidders are required to bid on all of the following groups in order to be considered for an award for that brand group. For example, a bidder interested in the Caterpillar brand must bid on Groups 1, 2, & 3 of Appendix E-1 in order to be considered for award of that brand.

GROUP 1: ROUTINE MAINTENANCE SERVICES

Item	Description	Services Cost	X	Frequency	=	Annual Cost
1.C.1	Quarterly Maintenance Services*	$		4		$
1.C.2	Semi-Annual Maintenance Services*	$		2		$
				GROUP 1 SUBTOTAL		$

GROUP 2: HOURLY RATES FOR REPAIRS NOT COVERED BY ROUTINE MAINTENANCE

Item	Description	Est. Hours	X	Hourly Rate	=	Annual Cost
2.C.1	Labor ***Non-Regular Hours*** Rate for Emergency Services	20 HOURS		$		$
2.C.2	Labor ***Regular Hours*** Rate for Equipment	80 HOURS		$		$
				GROUP 2 SUBTOTAL		$

GROUP 3: PARTS % MARK-UP		Est. Amount	X	Mark-up	=	Annual Cost
3.C.1	Parts	$5,000		%		$
				GROUP 3 SUBTOTAL		$

*Requires compliance with Section 2-408, Living Wage Requirements, of the City Code.

ESTIMATED ANNUAL COST TO THE CITY ***(ENTER BELOW THE SUM OF SUB-TOTALS FOR GROUPS 1,2,3)***

GRAND TOTAL FOR ALL GROUPS (1,2,3)	$

APPENDIX E-3 DETROIT DIESEL Bidder's Affirmation
Company:
Authorized Representative:
Address:
Telephone:
Email:
Authorized Representative's Signature:

APPENDIX E-4
KOHLER BRAND (GROUP D)
COST PROPOSAL FORM

Failure to submit Appendix E, Cost Proposal Form, in its entirety, and fully executed by the deadline established for the receipt of bids, will result in bid being deemed non-responsive and being rejected.

Bidder affirms that the prices stated on the Cost Proposal Form below represents the entire cost of the items in full accordance with the requirements of this ITB, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The Cost Proposal Form (Appendix E) shall be completed mechanically or, if manually, in ink. Cost Proposal Form (Appendix E) completed in pencil shall be deemed non-responsive. All corrections on the Cost Proposal Form (Appendix E) shall be initialed.

Bidders are required to bid on all of the following groups in order to be considered for an award for that brand group. For example, a bidder interested in the Caterpillar brand must bid on Groups 1, 2, & 3 of Appendix E-1 in order to be considered for award of that brand.

GROUP 1: ROUTINE MAINTENANCE SERVICES

Item	Description	Services Cost	X	Frequency	=	Annual Cost
1.D.1	Quarterly Maintenance Services*	$		4		$
1.D.2	Semi-Annual Maintenance Services*	$		2		$
					GROUP 1 SUBTOTAL	$

GROUP 2: HOURLY RATES FOR REPAIRS NOT COVERED BY ROUTINE MAINTENANCE

Item	Description	Est. Hours	X	Hourly Rate	=	Annual Cost
2.D.1	Labor ***Non-Regular Hours*** Rate for Emergency Services	20 HOURS		$		$
2.D.2	Labor ***Regular Hours*** Rate for Equipment	80 HOURS		$		$
					GROUP 2 SUBTOTAL	$

GROUP 3: PARTS % MARK-UP		Est. Amount	X	Mark-up	=	Annual Cost
3.D.1	Parts	$5,000		%		$
					GROUP 3 SUBTOTAL	$

*Requires compliance with Section 2-408, Living Wage Requirements, of the City Code.

ESTIMATED ANNUAL COST TO THE CITY ***(ENTER BELOW THE SUM OF SUB-TOTALS FOR GROUPS 1,2,3)***

GRAND TOTAL FOR ALL GROUPS (1,2,3)	$

APPENDIX E-4 KOHLER Bidder's Affirmation
Company:
Authorized Representative:
Address:
Telephone:
Email:
Authorized Representative's Signature:

APPENDIX E-5
KATO LIGHT BRAND (GROUP E)
COST PROPOSAL FORM

Failure to submit Appendix E, Cost Proposal Form, in its entirety, and fully executed by the deadline established for the receipt of bids, will result in bid being deemed non-responsive and being rejected.

Bidder affirms that the prices stated on the Cost Proposal Form below represents the entire cost of the items in full accordance with the requirements of this ITB, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The Cost Proposal Form (Appendix E) shall be completed mechanically or, if manually, in ink. Cost Proposal Form (Appendix E) completed in pencil shall be deemed non-responsive. All corrections on the Cost Proposal Form (Appendix E) shall be initialed.

Bidders are required to bid on all of the following groups in order to be considered for an award for that brand group. For example, a bidder interested in the Caterpillar brand must bid on Groups 1, 2, & 3 of Appendix E-1 in order to be considered for award of that brand.

GROUP 1: ROUTINE MAINTENANCE SERVICES

Item	Description	Services Cost	X	Frequency	=	Annual Cost
1.E.1	Quarterly Maintenance Services*	$		4		$
1.E.2	Semi-Annual Maintenance Services*	$		2		$
					GROUP 1 SUBTOTAL	$

GROUP 2: HOURLY RATES FOR REPAIRS NOT COVERED BY ROUTINE MAINTENANCE

Item	Description	Est. Hours	X	Hourly Rate	=	Annual Cost
2.E.1	Labor ***Non-Regular Hours*** Rate for Emergency Services	20 HOURS		$		$
2.E.2	Labor ***Regular Hours*** Rate for Equipment	80 HOURS		$		$
					GROUP 2 SUBTOTAL	$

GROUP 3: PARTS % MARK-UP		Est. Amount	X	Mark-up	=	Annual Cost
3.E.1	Parts	$5,000		%		$
					GROUP 3 SUBTOTAL	$

*Requires compliance with Section 2-408, Living Wage Requirements, of the City Code.

ESTIMATED ANNUAL COST TO THE CITY ***(ENTER BELOW THE SUM OF SUB-TOTALS FOR GROUPS 1,2,3)***

GRAND TOTAL FOR ALL GROUPS (1,2,3)	$

APPENDIX E-5 KATO LIGHT Bidder's Affirmation
Company:
Authorized Representative:
Address:
Telephone:
Email:
Authorized Representative's Signature:

APPENDIX E-6
GENERAC BRAND (GROUP F)
COST PROPOSAL FORM

Failure to submit Appendix E, Cost Proposal Form, in its entirety, and fully executed by the deadline established for the receipt of bids, will result in bid being deemed non-responsive and being rejected.

Bidder affirms that the prices stated on the Cost Proposal Form below represents the entire cost of the items in full accordance with the requirements of this ITB, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The Cost Proposal Form (Appendix E) shall be completed mechanically or, if manually, in ink. Cost Proposal Form (Appendix E) completed in pencil shall be deemed non-responsive. All corrections on the Cost Proposal Form (Appendix E) shall be initialed.

Bidders are required to bid on all of the following groups in order to be considered for an award for that brand group. For example, a bidder interested in the Caterpillar brand must bid on Groups 1, 2, & 3 of Appendix E-1 in order to be considered for award of that brand.

GROUP 1: ROUTINE MAINTENANCE SERVICES

Item	Description	Services Cost	X	Frequency	=	Annual Cost
1.F.1	Quarterly Maintenance Services*	$		4		$
1.F.2	Semi-Annual Maintenance Services*	$		2		$
				GROUP 1 SUBTOTAL		$

GROUP 2: HOURLY RATES FOR REPAIRS NOT COVERED BY ROUTINE MAINTENANCE

Item	Description	Est. Hours	X	Hourly Rate	=	Annual Cost
2.F.1	Labor ***Non-Regular Hours*** Rate for Emergency Services	20 HOURS		$		$
2.B.2	Labor ***Regular Hours*** Rate for Equipment	80 HOURS		$		$
				GROUP 2 SUBTOTAL		$

GROUP 3: PARTS % MARK-UP		Est. Amount	X	Mark-up	=	Annual Cost
3.F.1	Parts	$5,000		%		$
				GROUP 3 SUBTOTAL		$

*Requires compliance with Section 2-408, Living Wage Requirements, of the City Code.

ESTIMATED ANNUAL COST TO THE CITY ***(ENTER BELOW THE SUM OF SUB-TOTALS FOR GROUPS 1,2,3)***

GRAND TOTAL FOR ALL GROUPS (1,2,3)	$

APPENDIX E-6 GENERAC Bidder's Affirmation
Company:
Authorized Representative:
Address:
Telephone:
Email:
Authorized Representative's Signature:

APPENDIX E-7
DOOSAN BRAND (GROUP G)
COST PROPOSAL FORM

Failure to submit Appendix E, Cost Proposal Form, in its entirety, and fully executed by the deadline established for the receipt of bids, will result in bid being deemed non-responsive and being rejected.

Bidder affirms that the prices stated on the Cost Proposal Form below represents the entire cost of the items in full accordance with the requirements of this ITB, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The Cost Proposal Form (Appendix E) shall be completed mechanically or, if manually, in ink. Cost Proposal Form (Appendix E) completed in pencil shall be deemed non-responsive. All corrections on the Cost Proposal Form (Appendix E) shall be initialed.

Bidders are required to bid on all of the following groups in order to be considered for an award for that brand group. For example, a bidder interested in the Caterpillar brand must bid on Groups 1, 2, & 3 of Appendix E-1 in order to be considered for award of that brand.

GROUP 1: ROUTINE MAINTENANCE SERVICES

Item	Description	Services Cost	X	Frequency	=	Annual Cost
1.G.1	Quarterly Maintenance Services*	$		4		$
1.G.2	Semi-Annual Maintenance Services*	$		2		$
				GROUP 1 SUBTOTAL		$

GROUP 2: HOURLY RATES FOR REPAIRS NOT COVERED BY ROUTINE MAINTENANCE

Item	Description	Est. Hours	X	Hourly Rate	=	Annual Cost
2.G.1	Labor ***Non-Regular Hours*** Rate for Emergency Services	20 HOURS		$		$
2.G.2	Labor ***Regular Hours*** Rate for Equipment	80 HOURS		$		$
				GROUP 2 SUBTOTAL		$

GROUP 3: PARTS % MARK-UP		Est. Amount	X	Mark-up	=	Annual Cost
3.G.1	Parts	$5,000		%		$
				GROUP 3 SUBTOTAL		$

*Requires compliance with Section 2-408, Living Wage Requirements, of the City Code.

ESTIMATED ANNUAL COST TO THE CITY ***(ENTER BELOW THE SUM OF SUB-TOTALS FOR GROUPS 1,2,3)***

GRAND TOTAL FOR ALL GROUPS (1,2,3)	$

APPENDIX E-7 DOOSAN Bidder's Affirmation
Company:
Authorized Representative:
Address:
Telephone:
Email:
Authorized Representative's Signature:

APPENDIX E-8
SPECTRUM BRAND (GROUP H)
COST PROPOSAL FORM

Failure to submit Appendix E, Cost Proposal Form, in its entirety, and fully executed by the deadline established for the receipt of bids, will result in bid being deemed non-responsive and being rejected.

Bidder affirms that the prices stated on the Cost Proposal Form below represents the entire cost of the items in full accordance with the requirements of this ITB, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The Cost Proposal Form (Appendix E) shall be completed mechanically or, if manually, in ink. Cost Proposal Form (Appendix E) completed in pencil shall be deemed non-responsive. All corrections on the Cost Proposal Form (Appendix E) shall be initialed.

Bidders are required to bid on all of the following groups in order to be considered for an award for that brand group. For example, a bidder interested in the Caterpillar brand must bid on Groups 1, 2, & 3 of Appendix E-1 in order to be considered for award of that brand.

GROUP 1: ROUTINE MAINTENANCE SERVICES

Item	Description	Services Cost	X	Frequency	=	Annual Cost
1.H.1	Quarterly Maintenance Services*	$		4		$
1.H.2	Semi-Annual Maintenance Services*	$		2		$
					GROUP 1 SUBTOTAL	$

GROUP 2: HOURLY RATES FOR REPAIRS NOT COVERED BY ROUTINE MAINTENANCE

Item	Description	Est. Hours	X	Hourly Rate	=	Annual Cost
2.H.1	Labor ***Non-Regular Hours*** Rate for Emergency Services	20 HOURS		$		$
2.H.2	Labor ***Regular Hours*** Rate for Equipment	80 HOURS		$		$
					GROUP 2 SUBTOTAL	$

GROUP 3: PARTS % MARK-UP		Est. Amount	X	Mark-up	=	Annual Cost
3.H.1	Parts	$5,000		%		$
					GROUP 3 SUBTOTAL	$

*Requires compliance with Section 2-408, Living Wage Requirements, of the City Code.

ESTIMATED ANNUAL COST TO THE CITY ***(ENTER BELOW THE SUM OF SUB-TOTALS FOR GROUPS 1,2,3)***

GRAND TOTAL FOR ALL GROUPS (1,2,3)	$

APPENDIX E-8 SPECTRUM Bidder's Affirmation
Company:
Authorized Representative:
Address:
Telephone:
Email:
Authorized Representative's Signature:

APPENDIX F

MIAMIBEACH

Insurance Requirements

2018-039-JC
Furnish, Installation, Maintenance and Repair of Generators

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

MIAMIBEACH

INSURANCE REQUIREMENTS

This document sets forth the minimum levels of insurance that the contractor is required to maintain throughout the term of the contract and any renewal periods.

XXX 1. Workers' Compensation and Employer's Liability per the Statutory limits of the state of Florida.

XXX 2. Comprehensive General Liability (occurrence form), limits of liability $ 1,000,000.00 per occurrence for bodily injury property damage to include Premises/ Operations; Products, Completed Operations and Contractual Liability. **Contractual Liability** and Contractual Indemnity (Hold harmless endorsement exactly as written in "insurance requirements" of specifications).

XXX 3. Automobile Liability - $1,000,000 each occurrence - owned/non-owned/hired automobiles included.

____ 4. Excess Liability - $_____.00 per occurrence to follow the primary coverages.

XXX 5. The City must be named as and additional insured on the liability policies; and it **must** be stated on the certificate.

____ 6. Other Insurance as indicated:

___ Builders Risk completed value	$_____.00
___ Liquor Liability	$_____.00
___ Fire Legal Liability	$_____.00
___ Protection and Indemnity	$_____.00
___ Employee Dishonesty Bond	$_____.00
___ Other	$_____.00

XXX 7. Thirty (30) days written cancellation notice required.

XXX 8. Best's guide rating B+:VI or better, latest edition.

XXX 9. The certificate must state the proposal number and title

The City of Miami Beach is self-insured. Any and all claim payments made from self-insurance are subject to the limits and provisions of Florida Statute 768.28, the Florida Constitution, and any other applicable Statutes.

ATTACHMENT C

CONSULTANTS RESPONSE TO THE (ITB)

Florida Department of State

DIVISION OF CORPORATIONS

Department of State / Division of Corporations / Search Records / Detail By Document Number /

Detail by Entity Name

Florida Profit Corporation

ALL POWER GENERATORS CORP

Filing Information

Document Number	P01000077189
FEI/EIN Number	65-1130895
Date Filed	08/02/2001
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	09/30/2014

Principal Address

9841 NW 117 WAY
MEDLEY, FL 33178

Changed: 12/04/2012

Mailing Address

9841 NW 117 WAY
MEDLEY, FL 33178

Changed: 12/04/2012

Registered Agent Name & Address

GARCIA, JUAN R
9840 NW 117 WAY
MEDLEY, FL 33178

Address Changed: 12/12/2007

Officer/Director Detail

Name & Address

Title PD

GARCIA, JUAN R
9840 NW 117 WAY
MEDLEY, FL 33178

Title PD

GARCIA, RICARDO

8480 SW 32 TERR
MIAMI, FL 33155

Annual Reports

Report Year	Filed Date
2016	04/29/2016
2017	04/25/2017
2018	03/12/2018

Document Images

03/12/2018 -- ANNUAL REPORT	View image in PDF format
04/25/2017 -- ANNUAL REPORT	View image in PDF format
04/29/2016 -- ANNUAL REPORT	View image in PDF format
04/24/2015 -- ANNUAL REPORT	View image in PDF format
09/30/2014 -- REINSTATEMENT	View image in PDF format
08/13/2013 -- ANNUAL REPORT	View image in PDF format
03/21/2012 -- ANNUAL REPORT	View image in PDF format
03/22/2011 -- ANNUAL REPORT	View image in PDF format
03/18/2010 -- ANNUAL REPORT	View image in PDF format
03/23/2009 -- ANNUAL REPORT	View image in PDF format
07/17/2008 -- ANNUAL REPORT	View image in PDF format
12/12/2007 -- ANNUAL REPORT	View image in PDF format
01/10/2007 -- ANNUAL REPORT	View image in PDF format
12/18/2006 -- ANNUAL REPORT	View image in PDF format
06/03/2006 -- ANNUAL REPORT	View image in PDF format
02/24/2005 -- ANNUAL REPORT	View image in PDF format
01/12/2004 -- ANNUAL REPORT	View image in PDF format
03/27/2003 -- ANNUAL REPORT	View image in PDF format
05/12/2002 -- ANNUAL REPORT	View image in PDF format
08/02/2001 -- Domestic Profit	View image in PDF format

APPENDIX E

MIAMIBEACH

Revised Cost Proposal Form

2018-039-JC
Furnish, Installation, Maintenance and Repair of Generators

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

COPY

APPENDIX E
REVISED COST PROPOSAL FORM

Failure to submit Appendix E, Revised Cost Proposal Form, in its entirety, and fully executed by the deadline established for the receipt of bids, will result in bid being deemed non-responsive and being rejected.

Bidder affirms that the prices stated on the Revised Cost Proposal Form below represents the entire cost of the items in full accordance with the requirements of this ITB, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The Revised Cost Proposal Form (Appendix E) shall be completed mechanically or, if manually, in ink. Revised Cost Proposal Form (Appendix E) completed in pencil shall be deemed non-responsive. All corrections on the Revised Cost Proposal Form (Appendix E) shall be initialed.

Bidders are required to bid on all of the following line items and groups in order to be considered for an award.

GROUP 1A: ROUTINE MAINTENANCE SERVICES						
Item	Description	(A) Unit Cost	Unit of Measure	(B) Quantity	(C) No. of Generators	(D) Total Cost A x B x C = D
1.A.1	Quarterly Maintenance Services*	$ 1000.00	Per Visit	2	36	$ 72000.00
1. A.2	Semi-Annual Maintenance Services*	$ 150.00	Per Visit	2	36	$ 10,800.00
					TOTAL GROUP 1A	$82,800.00

GROUP 1B: NON-ROUTINE MAINTENANCE SERVICES						
Item	Description	(A) Unit Cost	Unit of Measure	(B) Quantity	(C) No. of Generators	(D) Total Cost A x B x C = D
1.B.1	Labor *Non-Regular Hours* Rate for Emergency Services	$ 112.50	Hourly Rate	2	36	$ 8100.00
1. B.2	Labor *Non-Regular Hours* Rate for Repairs and/or Equipment Installation	$ 112.50	Hourly Rate	2	36	$ 8100.00
1. B.3	Labor *Regular Hours* Rate for Emergency Services	$ 75.00	Hourly Rate	2	36	$ 5400.00
1. B.4	Labor *Regular Hours* Rate for Repairs and/or Equipment Installation	$ 75.00	Hourly Rate	2	36	$ 5400.00
					TOTAL GROUP 1B	$27,000.00

GROUP 1C: PARTS % MARK-UP		Est. Amount	X Mark-up	= Annual Cost
1.C.1	Parts	$5,000	20.00 %	$ 6000.00
			TOTAL GROUP 1C	$6000.00

GRAND TOTAL GROUP 1 (1A + 1B + 1C)	$ 115,800.00

*Requires compliance with Section 2-408, Living Wage Requirements, of the City Code.

APPENDIX E Bidder's Affirmation	
Company:	All Power Generators Corp
Authorized Representative:	Juan Garcia
Address:	9841 NW 117 Way Medley FL 33178
Telephone:	305-888-0059
Email:	mFeliciano@allpowergenerators.com
Authorized Representative's Signature:	

Page Intentionally Left Blank.

Exhibit B

APPENDIX D

MIAMIBEACH

Special Conditions

2018-039-JC
Furnish, Installation, Maintenance and Repair of Generators

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

6. POOL OF PRE-QUALIFIED CONTRACTORS FOR RENTAL EQUIPMENT AND ADDITIONAL SERVICES. The City may, at its sole discretion, establish a pool of qualified contractor(s), from the list of responsive and/or awarded contractors, from which future rental equipment, purchase, delivery and installation of new equipment, and/or additional projects may be solicited.

APPENDIX "A"

MIAMIBEACH

Bid Certification, Questionnaire & Requirements Affidavit

2018-039-JC
Furnish, Installation, Maintenance and Repair of Generators

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

Solicitation No: 2018-039-JC	Solicitation Title: Furnish, Installation, Maintenance and Repair of Generators	
Procurement Contact:	Tel:	Email:

Jason Crouch	305.673.7000 x 6694	jasoncrouch@miamibeachfl.gov

BID CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT

Purpose: The purpose of this Bid Certification, Questionnaire and Requirements Affidavit Form is to inform prospective Proposers of certain solicitation and contractual requirements, and to collect necessary information from Proposers in order that certain portions of responsiveness, responsibility and other determining factors and compliance with requirements may be evaluated. **This Bid Certification, Questionnaire and Requirements Affidavit Form is a REQUIRED FORM that must be submitted fully completed and executed.**

1. General Proposer Information.

FIRM NAME: All Power Generators Corp	
NO. OF YEARS IN BUSINESS: 17 Years	NO. OF YEARS IN BUSINESS LOCALLY: 17 Years
OTHER NAME(S) PROPOSER HAS OPERATED UNDER IN THE LAST 10 YEARS:	
FIRM PRIMARY ADDRESS (HEADQUARTERS): 9841 N.W. 117 Way	
CITY: Medley	
STATE: FL	ZIP CODE: 33178
TELEPHONE NO.: 305-888-0059	
TOLL FREE NO.:	
FAX NO.: 305-888-2090	
FIRM LOCAL ADDRESS: 9841 NW 117 Way	
CITY: Medley	
STATE: FL	ZIP CODE: 33178
PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT: Michelle Feliciano	
ACCOUNT REP TELEPHONE NO.: 305 888-0059 ext 227	
ACCOUNT REP TOLL FREE NO.:	
ACCOUNT REP EMAIL: mFeliciano@allpowergenerators.com	
FEDERAL TAX IDENTIFICATION NO.: 65-1130895	

The City reserves the right to seek additional information from Proposer or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the Proposer to perform in accordance with contract requirements.

1. **Veteran Owned Business.** Is Proposer claiming a veteran owned business status?

[ ] YES [X] NO

SUBMITTAL REQUIREMENT: Proposers claiming veteran owned business status shall submit a documentation proving that firm is certified as a veteran-owned business or a service-disabled veteran owned business by the State of Florida or United States federal government, as required pursuant to ordinance 2011-3748.

2. **Financial Capacity.** When requested by the City, each Proposer shall arrange for Dun & Bradstreet to submit a Supplier Qualification Report (SQR) directly to the Procurement Contact named herein. No proposal will be considered without receipt, by the City, of the SQR directly from Dun & Bradstreet. The cost of the preparation of the SQR shall be the responsibility of the Proposer. The Proposer shall request the SQR report from D&B at:

https://supplierportal.dnb.com/webapp/wcs/stores/servlet/SupplierPortal?storeId=11696

Proposers are responsible for the accuracy of the information contained in its SQR. It is highly recommended that each Proposer review the information contained in its SQR for accuracy prior to submittal to the City and as early as possible in the solicitation process. For assistance with any portion of the SQR submittal process, contact Dun & Bradstreet at 800-424-2495.

SUBMITTAL REQUIREMENT: Proposer shall request that Dun & Bradstreet submit its Supplier Qualifier Report directly to the City, with bid or within 2 days of request.

3. **Conflict Of Interest.** All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates. N/A

SUBMITTAL REQUIREMENT: Proposers must disclose the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Proposers must also disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates. N/A.

4. **References & Past Performance.** Proposer shall submit at least three (3) references for whom the Proposer has completed work similar in size and nature as the work referenced in solicitation.

SUBMITTAL REQUIREMENT: For each reference submitted, the following information is required: 1) Firm Name, 2) Contact Individual Name & Title, 3) Address, 4) Telephone, 5) Contact's Email and 6) Narrative on Scope of Services Provided.

5. **Suspension, Debarment or Contract Cancellation.** Has Proposer ever been debarred, suspended or other legal violation, or had a contract cancelled due to non-performance by any public sector agency?

[ ] YES [X] NO

SUBMITTAL REQUIREMENT: If answer to above is "YES," Proposer shall submit a statement detailing the reasons that led to action(s).

6. **Vendor Campaign Contributions.** Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their Proposals, in the event of such non-compliance.

SUBMITTAL REQUIREMENT: Submit the names of all individuals or entities (including your sub-consultants) with a controlling financial interest as defined in solicitation. For each individual or entity with a controlling financial interest indicate whether or not each individual or entity has contributed to the campaign either directly, or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach. N/A

7. **Code of Business Ethics.** Pursuant to City Resolution No.2000-23879, each person or entity that seeks to do business with the City shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Department with its proposal/response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

SUBMITTAL REQUIREMENT: Proposer shall submit firm's Code of Business Ethics. In lieu of submitting Code of Business Ethics,

Proposer may submit a statement indicating that it will adopt, as required in the ordinance, the City of Miami Beach Code of Ethics, available at www.miamibeachfl.gov/procurement/.

8. **Living Wage.** Pursuant to Section 2-408 of the City of Miami Beach Code, as same may be amended from time to time, covered employees shall be paid the required living wage rates listed below:
   1. Effective January 1, 2018, covered employees must be paid a living wage rate of no less than $11.62 per hour with health care benefits of at least $2.26 per hour, or a living wage rate of no less than $13.88 per hour without health care benefits.
   2. Effective January 1, 2019, covered employees must be paid a living wage rate of no less than $11.70 per hour with health care benefits of at least $2.74 per hour, or a living wage rate of no less than $14.44 per hour without health care benefits.
   3. Effective January 1, 2020, covered employees must be paid a living wage rate of no less than $11.78 per hour with health care benefits of at least $3.22 per hour, or a living wage rate of no less than$15.00 per hour without health care benefits.

The living wage rate and health care benefits rate may, by Resolution of the City Commission be indexed annually for inflation using the Consumer Price Index for all Urban Consumers (CPI-U) Miami/Ft. Lauderdale, issued by the U.S. Department of Labor's Bureau of Labor Statistics. Notwithstanding the preceding, no annual index shall exceed three percent (3%). The City may also, by resolution, elect not to index the living wage rate in any particular year, if it determines it would not be fiscally sound to implement same (in a particular year).

Proposers' failure to comply with this provision shall be deemed a material breach under this proposal, under which the City may, at its sole option, immediately deem said Proposer as non-responsive, and may further subject Proposer to additional penalties and fines, as provided in the City's Living Wage Ordinance, as amended. Further information on the Living Wage requirement is available at www.miamibeachfl.gov/procurement/.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees to the living wage requirement.

N/A

9. **Equal Benefits for Employees with Spouses and Employees with Domestic Partners.** When awarding competitively solicited contracts valued at over $100,000 whose contractors maintain 51 or more full time employees on their payrolls during 20 or more calendar work weeks, the Equal Benefits for Domestic Partners Ordinance 2005-3494 requires certain contractors doing business with the City of Miami Beach, who are awarded a contract pursuant to competitive proposals, to provide "Equal Benefits" to their employees with domestic partners, as they provide to employees with spouses. The Ordinance applies to all employees of a Contractor who work within the City limits of the City of Miami Beach, Florida; and the Contractor's employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

   A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?
   [ ] YES [X] NO

   B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners* or to domestic partners of employees?
   [ ] YES [X] NO

   C. Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

BENEFIT	Firm Provides for Employees with Spouses	Firm Provides for Employees with Domestic Partners	Firm does not Provide Benefit
Health			
Sick Leave			
Family Medical Leave			
Bereavement Leave			

If Proposer cannot offer a benefit to domestic partners because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent and submit a completed Reasonable Measures Application (attached) with all necessary documentation. Your Reasonable Measures Application will be reviewed for consideration by the City Manager, or his designee. Approval is not guaranteed and the City Manager's decision is final. Further information on the Equal Benefits requirement is available at www.miamibeachfl.gov/procurement/scroll.aspx?id=79113.

10. **Public Entity Crimes.** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states 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

proposal, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees with the requirements of Section 287.133, Florida Statutes, and certifies it has not been placed on convicted vendor list.

11. **Non-Discrimination.** Pursuant to City Ordinance No.2016-3990, the City shall not enter into a contract with a business unless the business represents that it does not and will not engage in a boycott as defined in Section 2-375(a) of the City Code, including the blacklisting, divesting from, or otherwise refusing to deal with a person or entity when such action is based on race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital or familial status, age or disability.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees it is and shall remain in full compliance with Section 2-375 of the City of Miami Beach City Code.

12. **Moratorium on Travel to and the Purchase of Goods or Services from North Carolina and Mississippi.** Pursuant to Resolution 2016-29375, the City of Miami Beach, Florida, prohibits official City travel to the states of North Carolina and Mississippi, as well as the purchase of goods or services sourced in North Carolina and Mississippi. Proposer shall agree that no travel shall occur on behalf of the City to North Carolina or Mississippi, nor shall any product or services it provides to the City be sourced from these states.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees it is and shall remain in full compliance with Resolution 2016-29375.

13. **Fair Chance Requirement.** Pursuant to Section 2-376 of the City Code, the City shall not enter into any contract resulting from a competitive solicitation, unless the proposer certifies in writing that the business has adopted and employs written policies, practices, and standards that are consistent with the City's Fair Chance Ordinance, set forth in Article V of Chapter 62 of the City Code ("Fair Chance Ordinance"), and which, among other things, (i) prohibits City contractors, as an employer, from inquiring about an applicant's criminal history until the applicant is given a conditional offer of employment; (ii) prohibits advertising of employment positions with a statement that an individual with a criminal record may not apply for the position, and (iii) prohibits placing a statement on an employment application that a person with a criminal record may not apply for the position.

SUBMITTAL REQUIREMENT: No additional submittal is required at this time. By virtue of executing this affidavit, Proposer certifies that it has adopted policies, practices and standards consistent with the City's Fair Chance Ordinance. Proposer agrees to provide the City with supporting documentation evidencing its compliance upon request. Proposer further agrees that any breach of the representations made herein shall constitute a material breach of contract, and shall entitle the City to the immediate termination for cause of the agreement, in addition to any damages that may be available at law and in equity.

14. **Acknowledgement of Addendum.** After issuance of solicitation, the City may release one or more addendum to the solicitation which may provide additional information to Proposers or alter solicitation requirements. The City will strive to reach every Proposer having received solicitation through the City's e-procurement system, PublicPurchase.com. However, Proposers are solely responsible for assuring they have received any and all addendum issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the Proposer has received all addendum released by the City pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addenda may result in proposal disqualification.

Initial to Confirm Receipt		Initial to Confirm Receipt		Initial to Confirm Receipt	
	Addendum 1		Addendum 6		Addendum 11
	Addendum 2		Addendum 7		Addendum 12
	Addendum 3		Addendum 8		Addendum 13
	Addendum 4		Addendum 9		Addendum 14
	Addendum 5		Addendum 10		Addendum 15

If additional confirmation of addendum is required, submit under separate cover.

DISCLOSURE AND DISCLAIMER SECTION

The solicitation referenced herein is being furnished to the recipient by the City of Miami Beach (the "City") for the recipient's convenience. Any action taken by the City in response to Proposals made pursuant to this solicitation, or in making any award, or in failing or refusing to make any award pursuant to such Proposals, or in cancelling awards, or in withdrawing or cancelling this solicitation, either before or after issuance

of an award, shall be without any liability or obligation on the part of the City.

In its sole discretion, the City may withdraw the solicitation either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the solicitation, as it deems appropriate and in its best interest. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting Proposals in response to this solicitation.

Following submission of a Bid or Proposal, the applicant agrees to deliver such further details, information and assurances, including financial and disclosure data, relating to the Proposal and the applicant including, without limitation, the applicant's affiliates, officers, directors, shareholders, partners and employees, as requested by the City in its discretion.

The information contained herein is provided solely for the convenience of prospective Proposers. It is the responsibility of the recipient to assure itself that information contained herein is accurate and complete. The City does not provide any assurances as to the accuracy of any Information in this solicitation.

Any reliance on these contents, or on any permitted communications with City officials, shall be at the recipient's own risk. Proposers should rely exclusively on their own investigations, interpretations, and analyses. The solicitation is being provided by the City without any warranty or representation, express or implied, as to its content, its accuracy, or its completeness. No warranty or representation is made by the City or its agents that any Proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

The City shall have no obligation or liability with respect to this solicitation, the selection and the award process, or whether any award will be made. Any recipient of this solicitation who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer, is totally relying on this Disclosure and Disclaimer, and agrees to be bound by the terms hereof. Any Proposals submitted to the City pursuant to this solicitation are submitted at the sole risk and responsibility of the party submitting such Proposal.

This solicitation is made subject to correction of errors, omissions, or withdrawal from the market without notice. Information is for guidance only, and does not constitute all or any part of an agreement.

The City and all Proposers will be bound only as, if and when a Proposal (or Proposals), as same may be modified, and the applicable definitive agreements pertaining thereto, are approved and executed by the parties, and then only pursuant to the terms of the definitive agreements executed among the parties. Any response to this solicitation may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

The City is governed by the Government-in-the-Sunshine Law, and all Proposals and supporting documents shall be subject to disclosure as required by such law. All Proposals shall be submitted in sealed proposal form and shall remain confidential to the extent permitted by Florida Statutes, until the date and time selected for opening the responses. At that time, all documents received by the City shall become public records.

Proposers are expected to make all disclosures and declarations as requested in this solicitation. By submission of a Proposal, the Proposer acknowledges and agrees that the City has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the Proposal, and authorizes the release to the City of any and all information sought in such inquiry or investigation. Each Proposer certifies that the information contained in the Proposal is true, accurate and complete, to the best of its knowledge, information, and belief.

Notwithstanding the foregoing or anything contained in the solicitation, all Proposers agree that in the event of a final unappealable judgment by a court of competent jurisdiction which imposes on the City any liability arising out of this solicitation, or any response thereto, or any action or inaction by the City with respect thereto, such liability shall be limited to $10,000.00 as agreed-upon and liquidated damages. The previous sentence, however, shall not be construed to circumvent any of the other provisions of this Disclosure and Disclaimer which imposes no liability on the City.

In the event of any differences in language between this Disclosure and Disclaimer and the balance of the solicitation, it is understood that the provisions of this Disclosure and Disclaimer shall always govern. The solicitation and any disputes arising from the solicitation shall be governed by and construed in accordance with the laws of the State of Florida.

BIDDER CERTIFICATION

I hereby certify that: I, as an authorized agent of the Bidder, am submitting the following information as my firm's proposal; Bidder agrees to complete and unconditional acceptance of the terms and conditions of this document, inclusive of this solicitation, all attachments, exhibits and appendices and the contents of any Addenda released hereto, and the Disclosure and Disclaimer Statement; Bidder agrees to be bound to any and all specifications, terms and conditions contained in the solicitation, and any released Addenda and understand that the following are requirements of this solicitation and failure to comply will result in disqualification of proposal submitted; Bidder has not divulged, discussed, or compared the proposal with other Bidders and has not colluded with any other Bidder or party to any other proposal; Bidder acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal, inclusive of the Bid Certification, Questionnaire and Requirements Affidavit are true and accurate.

Name of Bidder's Authorized Representative:	Title of Bidder's Authorized Representative:
Juan Garcia	President
Signature of Bidder's Authorized Representative:	Date:
	8/6/2018

State of FLORIDA)
)
County of Dade)

On this 06 day of AUGUST, 2018 personally appeared before me _____ who stated that (s)he is the PRESIDENT of All Power Generator corporation, and that the instrument was signed in behalf of the said corporation by authority of its board of directors and acknowledged said instrument to be its voluntary act and deed. Before me:

Notary Public for the State of Florida

ANA P. MEJIA
Notary Public - State of Florida
Commission # GG 005904
My Comm. Expires Jun 27, 2020
Bonded through National Notary Assn.

ALL POWER GENERATORS CORP.

WE SERVICE ALL BRANDS OF GENERATORS

6. City of Miami Gardens
1020 N.W. 163rd Dr.
Miami, FL 33169
Tel: 305-474-1488
Mr. Daniel Perez
Daniel.perez@mgpdfl.org

2009 - Present
Primary Contractor
Maintenance & Repair of Generators

7. City Of Miramar Public Works
2600 S.W. 66 Terrace
Miramar, FL 33023
954-806-4140
Jeffrey Pinter
jppinter@miramarfl.gov

2005 - Present
Primary Contractor
Maintenance & Repairs of Generators

8. County Of Monroe
3583 So. Roosevelt Blvd.
Key West, FL 33040
Tel: 305-747-0619
Craig Smith
Smith-craig@monroecounty-fl.gov

2005 - Present
Primary Contractor
Maintenance & Repairs of Generators

9. Miami Dade Fire Rescue Dept.
9300 N.W. 41st Street
Miami, FL 33178
Tel: 786-331-4513
Alberto M. Aleman
albertoaleman@miamidade.gov

2003 - Present
Primary Contractor
Maintenance & Repair Of Generators

Additional References upon Request

Nahid Zehtabi 07/20/2018

ALL POWER GENERATORS CORP.

WE SERVICE ALL BRANDS OF GENERATORS

CURRENT CONTRACTS

1. City of Miami Beach
   1245 Michigan Avenue
   Miami Beach, FL 33139
   Tel: 305-673-7000
   Mr. Adrian Morales
   adrianmorales@miamibeachfl.gov

   2003 - Present
   Primary Contractor
   Maintenance & Repairs of Generators

2. Florida's Department of Transportation
   1000 NW 111th Avenue Suite 61110
   Miami, FL 33172
   Tel: 305-470-5272
   Mr. Douglas Arnold
   Douglas.Arnold@dot.state.fl.us

   2006 – Present
   Primary Contractor
   Maintenance & Repairs of Generators

3. Burger King Corp.
   5505 Blue Lagoon Drive
   Miami, FL 33126
   Tel: 786-256-2847
   Mr. Jesus Rato

   2003-Present
   Primary Contractor
   Maintenance & Repairs of Generators

4. Telemundo Studios
   7355 N.W. 41 Street
   Doral, FL 33166
   Tel; 305-505-3654
   Mr. Luis Quintana

   2003 - Present
   Primary Contractor
   Maintenance & Repairs of Generators

5. Broward Aviation Dept.
   3452 S.W. 2nd Avenue
   Fort Lauderdale FL, 33315
   Tel: 1-954-465-7634
   Mr. Al Nunez
   alnunez@broward.org

   2005- Present
   Primary Contractor
   Maintenance & Repairs of Generators

ALL POWER GENERATORS CORP.

WE SERVICE ALL BRANDS OF GENERATORS

August 06, 2018

City Of Miami Beach
Procurement Department.
1755 Meridian Avenue 3rd Floor
Miami Beach, FL 33139

Re: 2018-039-JC-Furnish, Delivery, Installation, Maintenance and Repair of Generators

We do not use any subcontractor for preventive maintenance or repairs on generators

Yours Truly

All Power Generators Corp

Juan Garcia
President

9841 N.W. 117 WAY • MEDLEY, FLORIDA 33178 • TEL: (305) 888-0059 • FAX: (305) 888-2090
www.allpowergenerators.com

ALL POWER GENERATORS CORP.

WE SERVICE ALL BRANDS OF GENERATORS

August 06, 2018

City Of Miami Beach
1755 Meridian Avenue 3rd Floor
Miami Beach, FL 33139

RE: 2018-039-JC-Furnish, Delivery, Installation, Maintenance and Repair of Generators

All Power Generators Corp. has a Preventive Maintenance plan complete with inspections which will be performed by certified and trained technicians. Our plan is designed to enhance the performance and reliability of your stand-by or prime power Generator Systems.

Our maintenance plan is designed to perform necessary Preventive Maintenance services and therefore minimize the likelihood of failure or malfunction. Our checklist consists of checking the lubricating system, fuel system, fuel monitoring program, cooling system, air system, exhaust system, electrical system, engine safety controls, check transfer switch. We will adjust Voltage Regulators or RPM if necessary.

If repairs are necessary, our team will provide you with a quote and complete repair once approved.

Our Staff is ready 24/7 to handle your emergency calls and properly assign a Technician to your troubled site.

We carry 8 Fully equipped trucks with parts, batteries, etc., 2 trucks with cranes, 2 load banks, battery testers, forklifts, and have a warehouse with all equipment and parts needed for repairs.

Mr. Juan Garcia with 31 Years' experience, Mr. Carlo Garcia with 18 years' experience and Naury Toirac with 10 years' experience, will be assigned to this contract.

We can assure you we have the necessary experience and skills to comply with the specifications of this bid.

Yours Truly,

Mr. Juan Garcia
President

9841 N.W. 117 WAY • MEDLEY, FLORIDA 33178 • TEL: (305) 888-0059 • FAX: (305) 888-2090
www.allpowergenerators.com

MIAMIBEACH

City of Miami Beach, 1755 Meridian Avenue, 3rd Floor, Miami Beach, Florida 33139, www.miamibeachfl.gov
PROCUREMENT DEPARTMENT
Tel: 305-673-7490.

ADDENDUM NO. 3
INVITATION TO BID (ITB) 2018-039-JC
FURNISH, DELIVERY, INSTALLATION, MAINTENANCE AND REPAIR OF GENERATORS

July 30, 2018

This Addendum to the above-referenced ITB is being issued to provide clarifications and revisions issued by the City. The ITB is amended in the following particulars only (deletions are shown by strikethrough and additions are underlined).

I. REVISED MINIMUM ELIGIBILITY REQUIREMENTS. The following revisions have been made to the ITB, Section C1 of Appendix C.

1. Bidder must ~~provide~~ possess a valid State of Florida Electrical Contractor License at the time of bid submission ~~manufacturer's letter and/or reseller's certificate, indicating that the Bidder is an authorized seller and/or distributor of the specific generator brand(s) for which a bid is submitted~~.

II. REVISED SECTION 0300, BID SUBMITTAL INSTRUCTIONS, TAB 3. The following revisions have been made to the ITB, Section C1 of Appendix C.

- TAB 3 – Submit a valid State of Florida Electrical Contractor License ~~Manufacturer's Letter and/or certificate~~ in accordance with ~~per~~ the Minimum Requirements of the ITB ~~for each brand for which a bid is submitted~~.

III. REVISED SECTION 3.7, Furnish, Delivery and Installation of New Generators, The following revisions have been made to the ITB.

- Upon request by the City, the contractor shall furnish, deliver and install engine generator unit(s) to the specified City of Miami Beach destination. ~~Installation shall be no additional cost~~. All freight charges shall be paid by the contractor..

IV. NEW ATTACHMENT REPLACING PREVIOUS COST PROPOSAL FORM. The following attachments have been added to the ITB, and incorporated as requirements to the ITB.

Exhibit A: Appendix E, Revised Cost Proposal Form
Exhibit B: Appendix D, Special Conditions

FAILURE TO SUBMIT THE REVISED COST PROPOSAL FORM WITH THE BID MAY RESULT IN BID BEING DEEMED NOT RESPONSIVE AND NOT BEING FURTHER CONSIDERED.

V. ANSWERS TO QUESTIONS RECEIVED.

Q1: Section 3.5 indicates we are to change oil, oil filters, fuel filters and do a 4 hour load bank every quarter. Please confirm this is correct?

A1: **Please provide pricing based on this scope of work requirement. The actual services required may change under the direction of Property Management Director, or designee, at the time actual service is requested.**

Q2: Are any units over 50' away from the closest point to park our service trucks? If so please indicate which sites are over 50' and any special conditions (i.e. in a basement, on a roof top, etc.)?

A2: **Unknown at this time.**

Any questions regarding this Addendum should be submitted in **writing** to the Procurement Department to the attention of the individual named below, with a copy to the City Clerk's Office at RafaelGranado@miamibeachfl.gov.

Procurement Contact:	Telephone:	Email:
Jason Crouch	305-673-7000, ext. 6694	JasonCrouch@miamibeachfl.gov

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS LICENSING BOARD

LICENSE NUMBER	
EC13007706	ADDITIONAL BUSINESS QUALIFICATION

The ELECTRICAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

RODRIGUEZ, SANTOS A
ALL POWER GENERATORS CORP
9841 NW 117TH WAY
MEDLEY FL 33178

ISSUED: 10/02/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1610020000716

008386

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

LBT

6647037

BUSINESS NAME/LOCATION
ALL POWER GENERATORS CORP
9841 NW 117 WAY
MEDLEY FL 33178

RECEIPT NO.
RENEWAL
6917802

EXPIRES
SEPTEMBER 30, 2018
Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
ALL POWER GENERATORS CORP

SEC. TYPE OF BUSINESS
196 ELECTRICAL CONTRACTOR
EC13004319

PAYMENT RECEIVED
BY TAX COLLECTOR
$45.00 09/30/2017
ECHECK-18-000608

Worker(s) 10

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

004829

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

LBT

4910247

BUSINESS NAME/LOCATION
ALL POWER GENERATORS CORP
9841 NW 117 WAY
MEDLEY FL 33178

RECEIPT NO.
RENEWAL
5125869

EXPIRES
SEPTEMBER 30, 2018
Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
ALL POWER GENERATORS CORP

SEC. TYPE OF BUSINESS
213 SERVICE BUSINESS

PAYMENT RECEIVED
BY TAX COLLECTOR
$45.00 09/30/2017
ECHECK-18-000608

Employee(s) 4

Not a Contractor Receipt

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

POST LICENSE
CONSPICUOUSLY

State of Florida
Department of Agriculture and Consumer Services

Division of Consumer Services
Bureau of Liquefied Petroleum Gas Inspection
(850) 921-1600
Tallahassee, Florida

License Number: 37144
Expiration Date: August 31, 2018
Date of Issue: September 1, 2017
License Fee: $200.00
Type and Class: 0803

Liquefied Petroleum Gas License

LP GAS INSTALLER

GOOD FOR ONE LOCATION ONLY
ANY CHANGE OF OWNERSHIP OR SALE OF THIS BUSINESS RENDERS THIS LICENSE INVALID

This license is issued under authority of Section 527.02, Florida Statutes, to:

ALL POWER GENERATORS, CORP
9841 NW 117TH WAY
MEDLEY, FL 33178-1015

ADAM H. PUTNAM
COMMISSIONER OF AGRICULTURE

Cut Here

State of Florida
Department of Agriculture and Consumer Services

Division of Consumer Services
Bureau of Compliance
(850) 921-1600
Tallahassee, Florida

Certificate No: 18651
Exam Date: April 22, 2015
Issue Date: November 4, 2015
Expiration Date: November 3, 2018
Exam: 0803

MASTER QUALIFIER CERTIFICATE

This Certificate is issued under authority of Section 527.02, Florida Statutes, to:

CARLOS ANTONIO GARCIA

Valid For
License Number: 20622
ALL POWER GENERATORS, CORP
9841 NW 117TH WAY
MEDLEY, FL 33178-1015

ADAM H. PUTNAM
COMMISSIONER OF AGRICULTURE

BROWARD COUNTY

ATTENTION TAXPAYERS: Please be advised of the NON-REFUNDABLE processing fees for all online credit or debit card transactions. Credit and Debit card transactions will be charged 2.55% of the full payment amount ($1.95 minimum fee). You will be shown and asked to approve the amount of any convenience fee before completing your payment and check-out process. There is NO FEE for making payment by the eCheck payment option.

Note to Taxpayers: The December 31st payment deadline to receive a 3% discount included in your bill, is extended due to December 31st weekend & January 1st government holiday. This website will automatically extend the deadline for December payments through Tuesday, January 2nd (until midnight, EST for online payments).

For taxpayers mailing a December amount payment, your envelope must be postmarked no later than January 2nd, 2018 to be processed as a December payment.

For taxpayers making payment at our office or a Wells Fargo bank: payments made on January 2nd, 2018 will be accepted for the December amount due, as shown on your tax bill.

2018 Details — Business Tax Account ALL POWER GENERATORS CORP

Business Tax Account #35802

Account details | Account history

2018	2017	2016	2015	...	2007
Paid	Paid	Paid	Paid		Paid

Account number: 35802

Business start date: 10/03/2002

Physical business location: MIAMI DADE COUNTY

Business address: ALL POWER GENERATORS CORP
9841 NW 117 WAY
MEDLEY, FL 33178

Mailing address: JUAN R GARCIA /PRES
9840 NW 117 WAY
MEDLEY, FL 33178

Owner(s) JUAN R GARCIA /PRES
9840 NW 117 WAY
MEDLEY, FL 33178

Print exemption application (PDF)

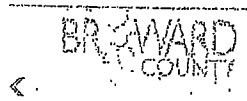
Receipts And Occupations

Receipt 329-32649

SERVICE 10/01/2017–09/30/2018 Units: 4
ALL OTHERS

Return to Search

VISA MasterCard Cards DISCOVER NETWORK e-check



ATTENTION TAXPAYERS: Please be advised of the NON-REFUNDABLE processing fees for all online credit or debit card transactions. Credit and Debit card transactions will be charged 2.55% of the full payment amount ($1.95 minimum fee). You will be shown and asked to approve the amount of any convenience fee before completing your payment and check-out process. There is NO FEE for making payment by the eCheck payment option.

Note to Taxpayers: The December 31st payment deadline to receive a 3% discount included in your bill, is extended due to December 31st weekend & January 1st government holiday. This website will automatically extend the deadline for December payments through Tuesday, January 2nd (until midnight, EST for online payments).

For taxpayers mailing a December amount payment, your envelope must be postmarked no later than January 2nd, 2018 to be processed as a December payment.

For taxpayers making payment at our office or a Wells Fargo bank: payments made on January 2nd, 2018 will be accepted for the December amount due, as shown on your tax bill.

Account History — Business Tax Account ALL POWER GENERATORS CORP

Print this page

Business Tax Account #35802 | Account details | Account history

Receipt 329-32649

2018	SERVICE ALL OTHERS	10/01/2017–09/30/2018	Units: 4	Paid: 10/02/2017 $33.00 Receipt #01C-17-00000009
2017	SERVICE ALL OTHERS	10/01/2016–09/30/2017	Units: 4	Paid: 08/11/2016 $33.00 Receipt #1CP-15-00018650
2016	SERVICE ALL OTHERS	10/01/2015–09/30/2016	Units: 4	Paid: 09/25/2015 $33.00 Receipt #1CP-14-00028436
2015	SERVICE ALL OTHERS	10/01/2014–09/30/2015	Units: 4	Paid: 09/22/2014 $33.00 Receipt #1CP-13-00020642
2014	SERVICE ALL OTHERS	10/01/2013–09/30/2014	Units: 4	Paid: 08/12/2013 $33.00 Receipt #04B-12-00000076
2013	SERVICE ALL OTHERS	10/01/2012–09/30/2013	Units: 4	Paid: 08/09/2012 $33.00 Receipt #05A-11-00010898
2012	SERVICE ALL OTHERS	10/01/2011–09/30/2012	Units: 4	Paid: 09/27/2011 $33.00 Receipt #WWW-10-00066133
2011	SERVICE ALL OTHERS	10/01/2010–09/30/2011	Units: 4	Paid: 07/14/2010 $33.00 Receipt #52B-09-00006972
2010	SERVICE ALL OTHERS	10/01/2009–09/30/2010	Units: 4	Paid: 08/19/2009 $33.00 Receipt #2008-7710479
2009	SERVICE ALL OTHERS	10/01/2008–09/30/2009	Units: 4	Paid: 09/29/2008 $33.00 Receipt #2007-8707334

DR-13
R. 10/17

FLORIDA

2018 Florida Annual Resale Certificate for Sales Tax

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2018

Business Name and Location Address	Certificate Number
ALL POWER GENERATORS CORP 9841 NW 117TH WAY MEDLEY, FL 33178-1015	23-8012746740-8

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as commercial real property.
- Incorporation into tangible personal property being repaired.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

Your *Florida Annual Resale Certificate for Sales Tax* (Annual Resale Certificate) allows you or your representatives to buy or rent property or services tax exempt when the property or service is resold or re-rented. You **may not** use your Annual Resale Certificate to make tax-exempt purchases or rentals of property or services that will be used by your business or for personal purposes. Florida law provides for criminal and civil penalties for fraudulent use of an Annual Resale Certificate.

As a seller, you must document each tax-exempt sale for resale using one of three methods. You can use a different method each time you make a tax-exempt sale for resale.

1. Obtain a copy (paper or electronic) of your customer's current Annual Resale Certificate.
2. For each sale, obtain a transaction authorization number using your customer's Annual Resale Certificate number.
3. Each calendar year, obtain annual vendor authorization numbers for your regular customers using their Annual Resale Certificate numbers.

Phone: 877-357-3725 and enter your customer's Annual Resale Certificate number

Online: Visit www.floridarevenue.com, select "Businesses and Employers" and then "Verify Resale and Exemption Certificates"

Mobile App: Available for iPhone, iPad, Android devices, and Windows phones

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
ALL POWER GENERATORS CORP

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▷
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▷

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
9841 NW 117 WAY

Requester's name and address (optional)

6 City, state, and ZIP code
MEDLEY, FL. 33178

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
6 5 – 1 1 3 0 8 9 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▷ [signature] Date ▷ 7/21/2018.

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Cummins Onan

Be it known that:

Juan R. Garcia

successfully completed the requirements for

Contract Generator Maintenance And Safety

on

September 8, 1991

Distributor Training Manager

Service & Training Development Manager
Onan Corporation

Generator Service Training Certificate

This is to certify that

Michelle Felliciano

Has completed a programmed course of instruction on servicing KOHLER

INDUSTRIAL GENERATORS
and
CONTROLS

Awarded this 2nd day of August, Two Thousand

KOHLER.
POWER SYSTEMS

Todd Carpenter
Senior Service Training Specialist

STATE OF FLORIDA
FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
Adam H. Putnam, Commissioner

CERTIFICATE OF TRAINING

This is to certify that

CARLOS ANTONIO GARCIA

has successfully completed a 5-hour (4-CEU, Course ID No. 00202) course of instruction in

SAFE PROPANE DISPENSING UNIT OPERATIONS

Presented July 17, 2013, by the Bureau of Liquefied Petroleum Gas Inspection.

Delphine Payne, Reg. Program Administrator
Bureau of LP Gas Inspection

Lisa M. Bassett, Bureau Chief
Bureau of LP Gas Inspection

STATE OF FLORIDA
BUREAU OF LIQUEFIED PETROLEUM GAS INSPECTIONS

CERTIFICATE OF TRAINING

This is to certify that

CARLO ANTONIO GARCA

has successfully completed a 14-hour (10-CEU) course of instruction in

PIPELINE SAFETY SEMINAR

Presented August 08-09, 2007, by the Florida Department of Agriculture and Consumer Service, Bureau of Liquefied Petroleum Gas Inspections.

Delphine Green-Payne, Records Specialist
Bureau of LP Gas Inspections

Vicki O'Neil, Bureau Chief
Bureau of LP Gas Inspections

STATE OF FLORIDA
BUREAU OF LIQUEFIED PETROLEUM GAS INSPECTION

CERTIFICATE OF TRAINING

This is to certify that

CARLO GARCIA

has successfully completed a 5-hours (4-CEU, Course ID No. 00202) course of instruction in

SAFE PROPANE DISPENSING UNIT OPERATIONS

Presented September 28, 2010, by the Florida Department of Agriculture and Consumer Services, Bureau of Liquefied Petroleum Gas Inspection.

Delphine G. Payne, Records Specialist
Bureau of LP Gas Inspection

Lisa M. Bassett, Bureau Chief
Bureau of LP Gas Inspection

THOMSON TECHNOLOGY
POWER & CONTROL

Commissioning & Service Authorization **March 18, 2004**

All Power Generators Corp.

Attn: Michelle Feliciano

This is to confirm the following All Power Generators Corp. personnel have field experience with Thomson Technology Transfer Switches and are authorized to perform Commissioning & Service procedures.

- ARNALDO IGLESIA
- RICARDO GARCIA
- CARLO GARCIA
- JUAN R GARCIA

Regards
Thomson Technology

Norm Schmidt
Director of Engineering Services

Certificate of Achievement

Awarded to

Juan R Garcia

For Successfully Completing the Course of

800 Series Transfer Switches & MCS 200 Control Systems

Presented by

Thomson Technology

March 21, 2005

THOMSON TECHNOLOGY®
A Subsidiary of Regal-Beloit Corporation
POWER & CONTROL

Instructor: Glenn Drayson

GAS TRAINING SERVICES

This certifies that

Curtis A. Gerola

Has attended Training in

LP-1303

February 11-12, 2004

Stephen C. Nokes Jr.

GOVERNMENT OF THE BRITISH VIRGIN ISLANDS

Department of Education & Culture

High School Certificate

Grade III

This is to Certify

that Khari Damani Herbert *of the*

British Virgin Islands High School

has completed successfully the prescribed courses in the subjects recorded on this Certificate.

Level B Passes

Electricity	Credit
Social Studies	Credit
Integrated Science	Pass
Technical Drawing	Pass
Mathematics	Pass
English Language	Pass
English Literature	Pass

Seven Subjects Recorded

DATE June 27, 1991

CERTIFICATE NO ED91/2267

(see overleaf)

PRINCIPAL

CHIEF EDUCATION OFFICER

CERTIFICATE

This is to certify that

Khari Herbert

has successfully completed a training course
in the maintenance and operation
of **OLYMPIAN**™ *Generating Sets*
and Electrical Control Equipment
and has achieved the necessary standard
of competence as evaluated by the

OLYMPIAN™ *POWER SYSTEMS*

Training Department

Date 8-6-99

Keith Johnston

Idaho State University

Know all persons that we the State Board of Education, upon the recommendation of the President and the Faculty of the Idaho State University have admitted

Khari D. Herbert

to the degree of

Associate of Applied Science

General Diesel Technician - Diesel Electric

with all the rights and responsibilities pertaining thereto

In Testimony Thereof, we have subscribed our names on this fourth day of August, nineteen hundred and ninety-four.

President State Board of Education

President of Idaho State University

Secretary State Board of Education

Idaho State University

This Certifies That Khari D. Herbert

satisfactorily completed

a program of Instruction at the School of Applied Technology in

General Diesel Technician - Standard

and is by authority of the State Board of Education granted this

Certificate

In Witness Whereof, our signatures are hereunto affixed this Fourth day of March, 1994.

President State Board of Education

Secretary State Board of Education

President of Idaho State University

Idaho State University

This Certifies That **Khari D. Herbert** satisfactorily completed

a program of Instruction at the School of Applied Technology in

General Diesel Technician - Minimum

and is by authority of the State Board of Education granted this

Certificate

In Witness Whereof, our signatures are hereunto affixed this Fourth day of March, 1994.

President State Board of Education

Secretary State Board of Education

President of Idaho State University

Vic Sheldon
INSTRUCTOR

November 13, 1998
DATE

CATERPILLAR INC.

Acknowledges

Khari Herbert

as having successfully completed the service training course

Gas Engines 2

CATERPILLAR®

Vic Sheldon
INSTRUCTOR

November 6, 1998
DATE

CATERPILLAR INC.

Acknowledges

Khari Herbert

as having successfully completed the service training course

Gas Engines 1

CATERPILLAR®

Certificate of Training

This Certifies That

Khari Gebert

Has Completed the

Woodward Electrical Power Generation Management Seminar

And is Awarded This Certificate By

Motor-Services Hugo Stamp, Inc.

This 25th *Day of* June, *1998*

Pat Sutfin, Instructor

WOODWARD

A.I.S.F.

© SOES 340

José R. Alvarez
INSTRUCTOR

June 27, 1997
DATE

CATERPILLAR INC.

Acknowledges

Khari Herbert

as having successfully completed the service training course

Electric Power Generation

CATERPILLAR®

Pantropic Power Products
Power Systems
Service Training

INSTRUCTOR

March 21, 1997

DATE

PANTROPIC POWER PRODUCTS, INC.

ACKNOWLEDGES

Khari Herbert

AS HAVING SUCCESSFULLY COMPLETED THE CATERPILLAR DEALER SERVICE TRAINING COURSE

Marine Electronics

Pantropic Power

CAT POWER SYSTEMS

Pantropic Power Products Service Training

Power Systems

PANTROPIC POWER PRODUCTS, INC.

ACKNOWLEDGES

Khari Herbert

AS HAVING SUCCESSFULLY COMPLETED THE CATERPILLAR DEALER SERVICE TRAINING COURSE

Basic Knowledge Review

INSTRUCTOR

December 13, 1996

DATE

Pantropic Power

Pantropic Power

Pantropic Power Products, Inc.

Acknowledges

Khari Herbert

has successfully completed the following training course

3500 Fuel System Adjustments

on

December 4, 1998

INSTRUCTOR

Pantropic Power

Pantropic Power Products, Inc.

Acknowledges

Khari Herbert

has successfully completed the following training course

Engine Diagnostics

on

August 26, 1998

Instructor

Pantropic Power

Pantropic Power Products, Inc.

Acknowledges

Khari Herbert

has successfully completed the following training course

Small Engine Fuel Systems

on

June 11, 1998

Instructor

Jim Lewis
INSTRUCTOR

2 November 1994
DATE

PANTROPIC POWER PRODUCTS, INC.

ACKNOWLEDGES

Khari Herbert

AS HAVING SUCCESSFULLY COMPLETED THE CATERPILLAR DEALER SERVICE TRAINING COURSE

3116 ENGINE TECHNICIAN

Pantropic Power

Generator Service Training Certificate

This is to certify that

Juan Ricardo Garcia

has completed a professional course of instruction on existing KOHLER

INDUSTRIAL GENERATORS and CONTROLS

Awarded this 24th day of September, Nineteen Hundred and Ninety Seven

KOHLER. POWER SYSTEMS

POWER DEPOT INC.

Steve Logan
Service Training Specialist

DETROIT DIESEL TRAINING CENTER

This is to certify that

JUAN R. GARCIA

of

POWER DEPOT

has successfully completed a course of instruction on

MARINE DDEC TROUBLESHOOTING

this 13th day of AUGUST, 19 99.

TRAINER

THOMAS A. CARUANA
Manager

JERRY MOSES
Administrator

MIKE STEWART
UAW Training Coordinator

This is to certify that

JUAN R. GARCIA

of

GENERAL TRADING

has successfully completed a Training Program on

92 SERIES OVERHAUL

SEP. 21 through SEP 25, 1992

CONDUCTED BY

Florida Detroit Diesel-Allison

ROGER S. PENSKE

DETROIT DIESEL

GREG ALONGI
DIRECTOR OF TRAINING

Generator Service Training Institute

This is to certify that

Carlos Garcia

Has completed a programmed course of instruction on servicing KOHLER

INDUSTRIAL GENERATORS
and
CONTROLS

Awarded this 2nd day of August, Two Thousand

KOHLER POWER SYSTEMS

Todd Carpenter
Senior Service Training Specialist

ATTACHMENT D

INSURANCE REQUIREMENTS

APPENDIX F

MIAMIBEACH

Insurance Requirements

2018-039-JC
Furnish, Installation, Maintenance and Repair of Generators

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

MIAMIBEACH

INSURANCE REQUIREMENTS

This document sets forth the minimum levels of insurance that the contractor is required to maintain throughout the term of the contract and any renewal periods.

XXX 1. Workers' Compensation and Employer's Liability per the Statutory limits of the state of Florida.

XXX 2. Comprehensive General Liability (occurrence form), limits of liability $ 1,000,000.00 per occurrence for bodily injury property damage to include Premises/ Operations; Products, Completed Operations and Contractual Liability. **Contractual Liability** and Contractual Indemnity (Hold harmless endorsement exactly as written in "insurance requirements" of specifications).

XXX 3. Automobile Liability - $1,000,000 each occurrence - owned/non-owned/hired automobiles included.

____ 4. Excess Liability - $_____.00 per occurrence to follow the primary coverages.

XXX 5. The City must be named as and additional insured on the liability policies; and it **must** be stated on the certificate.

____ 6. Other Insurance as indicated:

___ Builders Risk completed value	$_____.00
___ Liquor Liability	$_____.00
___ Fire Legal Liability	$_____.00
___ Protection and Indemnity	$_____.00
___ Employee Dishonesty Bond	$_____.00
___ Other	$_____.00

XXX 7. Thirty (30) days written cancellation notice required.

XXX 8. Best's guide rating B+:VI or better, latest edition.

XXX 9. The certificate must state the proposal number and title

The City of Miami Beach is self-insured. Any and all claim payments made from self-insurance are subject to the limits and provisions of Florida Statute 768.28, the Florida Constitution, and any other applicable Statutes.

ALL POWER GENERATORS CORP.

WE SERVICE ALL BRANDS OF GENERATORS

Memo

To: CITY OF MIRAMAR

Attn: MR. JIM FRAWLEY

From: MICHELLE FELICIANO

Date: December 26, 2018

FAX:

Re: GENERATOR

Please be advised that All Power Generator will honor prices as per CITY OF MIAMI BEACH ITB 2018-039-JC, FURNISH, DELIVERY, INSTALLATION, MAINTENANCE AND REPAIR OF GENERATOR. If I can be of any further help, please do not hesitate to contact me.

Yours truly,

MICHELLE FELICIANO
SERVICE ADMINISTRATOR

9840 N.W. 117 WAY • MEDLEY, FLORIDA 33178 • TEL: (305) 888-0059 • FAX: (305) 888-2090