



AGENDA
CITY OF LAKE WORTH
ELECTRIC UTILITY ADVISORY BOARD MEETING
CITY HALL CONFERENCE ROOM
MONDAY, MARCH 21, 2016 6:00 PM

1. ROLL CALL:
2. PLEDGE OF ALLEGIANCE:
3. AGENDA - Additions/Deletions/Reordering:
4. PRESENTATIONS: (there is no public comment on Presentation items)
5. BOARD COMMENTS
6. PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS:
7. APPROVAL OF MINUTES:
 - A. EUAB Minutes 02.03.16
8. UNFINISHED BUSINESS:
9. NEW BUSINESS:
 - A. Contract Award for IFB 16-105 Electric Meter Retirement Services to Vision Metering, LLC
 - B. Professional Services Agreement with Spectrum Systems for environmental testing and reporting of the continuous emissions monitoring system (CEMS).
 - C. Contract Award for IFB 16-103 with Peaker Services, Inc. to perform M-Unit Engine Inspections at the Tom G. Smith Power Plant.
 - D. Contract Award for IFB 16-110 Purchase 2 MVA Step-Up Padmount Transformer to Gresco
10. BOARD LIASON REPORTS AND COMMENTS:

11. ADJOURNMENT:

If a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105)

NOTE:ONE OR MORE MEMBERS OF ANY BOARD, AUTHORITY OR COMMISSION MAY ATTEND AND SPEAK AT ANY MEETING OF ANOTHER CITY BOARD, AUTHORITY OR COMMISSION.

**MINUTES
CITY OF LAKE WORTH
ELECTRIC UTILITY ADVISORY BOARD
MEETING
February 3, 2016 – 6:00 PM**

The meeting was called to order by Sander Schrantz on the above date at 6:00 PM in the City Hall Conference Room, located at 7 North Dixie Highway, Lake Worth, Florida.

1. ROLL CALL:

Present were members: Sander Schrantz, Caroline Clore, Ibrahim Chalhoub, Roger St. Martin and Noah Tennyson.

Peggy Fisher and Lisa Maxwell was absent for the roll call. Peggy Fisher joined the meeting at 6:10 p.m.

John Borsch, the Electric Utility Director and Board Liaison, was also present.

2. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was led by Ibrahim Chalhoub.

3. AGENDA – Additions/Deletions/Reordering:

There were no additions, deletions or reordering on the agenda.

4. PRESENTATIONS:

There were no presentations on the agenda.

5. BOARD COMMENTS:

Caroline Clore questioned the status of staff visiting with various neighborhood associations. Staff has attended six meetings to date and scheduled to attend more within a couple of weeks.

John Borsch talked about the Siemens local town hall meetings in the month of February and provided flyers for the board members to issue in their respective areas in the City.

The EUAB members welcomed Roger St. Martin the newly appointed member from the at-large service area, Palm Springs.

Sander Schrantz announced he will be resigning from the Electric Utility Advisory Board and this will be his last meeting. He apologizes for the short notice. He commended the board members for their hard work while he

served on the board. Sander Schrantz read his farewell letter to the public and the EUAB members.

Peggy Fisher asked staff the status of the new positions that were City Commissioned in the budget amendment.

Staff provided an update on newly created positions.

6. PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS:

There was no public participation of non-agendaed items.

7. APPROVAL OF MINUTES:

A. EUAB Minutes 12.02.15

Action: The motion was made by Peggy Fisher to approve the minutes and seconded by Ibrahim Chalhoub.

Vote: Unanimous

8. UNFINISHED BUSINESS:

A. Willdan Financial Services – Economic & Financial Valuation Update

Staff stated the final work product has not been completed. Willdan is awaiting further data and input from the Finance department to complete the valuation.

B. 26KV System Upgrade

Staff stated the Electric Utility team will conduct a trial run for the City Manager on Friday, February 5th. The 26kv System Upgrade agenda item is set to go before the City Commission on February 9, 2016.

9. NEW BUSINESS:

A. Purchase agreement with Stuart C. Irby for the purchase of 750KCMIL 25KV Copper underground cable for inventory usage throughout fiscal year 2016.

The purchase agreement will authorize the Electric Transmission and Distribution Division to purchase 3000 feet of 750KCMIL, 25KV Copper underground copper conductor for use through FY16. The amount is not to exceed \$67,740.

Action: The motion was made by Ibrahim Chalhoub to recommend the purchase of 3000 feet of 750KCMIL CU Underground Cable for inventory purposes from Stuart Irby for \$67,740 and seconded by Peggy Fisher.

Vote: Unanimous

10. BOARD LIAISON REPORTS AND COMMENTS:

A. Prepaid Program

John Borsch reported that the Electric Utility would like to start a pre-paid program for the electric utility customers. John Borsch asked Sander Schrantz and Caroline Clore to be a part of this group to generate ideas. This prepaid program will assist customers with high deposits and past due balances.

The EUAB members agreed to have Caroline Clore to be on the focus group. Since Sander Schrantz is resigning from the EUAB, he will serve as a citizen.

B. IFB 16-105 Electric Meter Retirement Services

John Borsch reported the Electric Utility is soliciting bids to perform electric meter retirement services for meters. A contract for the services will be awarded based on the best value and criteria. The bid submission deadline was January 27, 2016. Staff will provide the bid tabulations at the next EUAB meeting.

EUAB discussed how staffing will be impacted by installing the new meters.

A lengthy discussion ensued.

11. ADJOURNMENT:

The meeting was adjourned at 6:47 pm.

Peggy Fisher, Board Member

ATTEST:

Rossalind Breland, Executive Secretary

Minutes Approved: March 21, 2016

A digital audio recording of this meeting will be available in the Office of the City Clerk.



AGENDA DATE: March 21, 2016

DEPARTMENT: Electric Utility

EXECUTIVE BRIEF

TITLE:

Contract award for IFB 16-105 for Electric Meter Retirement Services to Vision Metering, LLC

SUMMARY:

Staff recommends awarding the contract for IFB 16-105 Electric Meter Retirement Services to Vision Metering, LLC, based on the IFB's evaluation criteria.

BACKGROUND AND JUSTIFICATION:

The City of Lake Worth is replacing all of their electric meters and need to have all of their old electric meters go through proper testing. The Electric Utility will be replacing approximately 27,000 electric meters. On December 28, 2015, the City issued Invitation for Bids #16-105 (IFB) for Electric Meter Retirement Services. These meters are being replaced during the Siemens - AMI project. The City will need a contractor to perform the following retirement services:

1. End of life accuracy testing including FL, LL, and PF
2. Meter Manufacturer
3. Meter Type
4. Lake Worth's meter number
5. Meter Reading

Vision Metering, LLC will provide the City with an electronic file with the above mentioned information. The vendor will also purchase the meters after retirement services are completed and will assume all freight charges. The services to be provided under this IFB are set to commence within 30 days of City Commission approval.

According to the IFB, a contract for the services is to be awarded based on the best value to the City using the following equally weighted criteria:

1. Qualifications;
2. Skill and experience based on reference verification;
3. Amount of the bid in relation to the needed goods & services and in relation to other bids received; and,
4. Adherence to the specifications and requirements of the IFB.

On January 27, 2016, the City received only one bid in response to the IFB 16-105. Attached is a copy of the bid tabulation summarizing the bid. Joel Rutsky, Revenue Protection Manager, reviewed the bid. Vision Metering, LLC submitted the lowest and only bid in amount of \$47,250.00 and it is consistent with the City's estimation.

Type	Vendor	Cost	Total
IFB-16-205 Electric Meter Retirement Services	Vision Metering, LLC	\$47,250.00	\$47,250.00
		Total	\$47,250.00

MOTION:

I recommend / do not recommend a contract for IFB 16-105 for Electric Meter Retirement Services with Vision Metering, LLC in the amount not exceed \$47,250.00.

ATTACHMENT(S):

1. Fiscal Impact Analysis
2. Bid Tabulation
3. IFB 16-105
4. Addendum No. 1

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	0	0	0	0	0
Operating Expenditures	\$47,250	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	\$47,250	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Utilities /Electric	Account Number	Account Description	Project #	FY2016 Budget	Current Balance	Agenda Item Expenditures	Remaining Balance
	401-6034-531.46-77	Repair/Maint Services/ Meters	N/A	\$47,250.00	\$287,484.93	\$47,250.00	\$240,234.93

C. Department Fiscal Review: Walt Gill



FINANCE OFFICE

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1674

Addendum No. 1
IFB 16-105

ELECTRIC METER RETIREMENT SERVICES

Each recipient of this Addendum No. 1 to the Invitation for Bid (IFB) who responds to the IFB acknowledges all of the provisions set forth in the IFB and agrees to be bound by the terms thereof. This addendum shall modify, clarify, change or add information and clarification and become part of the above referenced IFB.

CLARIFICATION:

- 1) "Contractor to purchase and retain old meter after testing".
 - a. Of the 27000 meters, what % are Polyphase and Residential Meters?
A: Approximately 5% (1300) Polyphase and 95% (25,700) Single Phase
 - b. Of the 27000 meters, what % are Electro-mechanical and Electronic meters?
A: Approximately 44% digital & 56% electro-mechanical
 - c. What is the minimum period City of Lake Worth requires contractor to retain meters?
A: No minimum period once meter has been tested
 - d. If after an assumed minimum 'retain period', are there any restrictions on what contractor can do with the retired meters?
A: No
 - e. Are there any known hazardous or restricted materials associated with the meters?
A: No

2) Is there a minimum time period after meter retirement (following dispatch of meter to contractor) that City of Lake Worth requires receipt of electronic file containing; End of Life accuracy, Meter Manufacturer, Meter Type, Meter Number & Meter Reading.

a. Is there a minimum freight size/weight, cycle period preference? Or is this defined by the contractor? E.g. are all 27000 meters ready for dispatch now, or is a minimum quantity per freight dispatch to contractor known.

A: The City of Lake Worth requires the receipt of the electronic file within 60 days of receiving the meters. No minimum freight size preference. Meters can be shipped as they are replaced. Our replacement will be an 8-12 month period. Shipping size can be determined by contractor.

b. Is there any packaging requirements for the retired meters ready for freight between locations? If so is there a preference, or is packaging at the contractor discretion?

A: Old meters will be boxed and stacked on pallets. Any special packaging is at the cost and discretion of the contractor.

3) Are there any requirements on the environment in which the retired meters will be retained and stored?

A: No

Proposers must acknowledge receipt of this Addendum No. 1 in the space provided below. This Addendum forms an integral part of the IFB documents and therefore must be executed and submitted with you proposal.

Issued By: City of Lake Worth
Finance Office
January 14, 2016

Signed By: 
Hirut Darge
Purchasing Agent

PROPOSER/Company

Company Name: _____

Signed By: _____ Print Name: _____

Title: _____ Date: _____



City of Lake Worth

BID TABULATION - IFB 16-105 Electric Meter Retirement Services

BID OPENED: January 27, 2016 @ 3:00 pm

		Vision Metering, LLC		
ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
1	Meter Retirement Services	27,000	\$ 2.75	\$ 74,250.00
2	Meter Purchase	27,000	\$ (1.00)	\$ (27,000.00)
TOTAL LUMP SUM AMOUNT:				\$ 47,250.00

	Bid (B2)	YES
	Schedule of Bid Items (B3)	YES
	Schedule of Sub-contractors (B4)	NONE
	Vendor Verification (B5)	YES
	List of References (B6)	YES
	Affidavit of Prime Bidder Re Non-Collusions (B7)	YES
	Drug Free Certification (B8)	YES
	Addenda #1	YES
	FREIGHT CHARGES RESPOSNIBILITIS OF VENDOR	YES

Opened by: Hirut Darge



City of Lake Worth
FINANCE DEPARTMENT

INVITATION FOR BID

IFB 16-105

ELECTRIC METER RETIREMENT SERVICES

Bid Submission Deadline

Date: January 27, 2016
Time: 3:00 PM
Location: City Hall
7 North Dixie Highway
Finance Office, 2nd Floor
Lake Worth, FL 33460



FINANCE OFFICE
7 North Dixie Highway
Lake Worth, FL 33360
TEL: 561-586-1674

**INVITATION FOR BID
IFB 16-105**

ELECTRIC METER RETIREMENT SERVICES

The City of Lake Worth Electric Utility is soliciting bids from responsible and experienced contractors to perform electric meter retirement services.

The City of Lake Worth Electric Utility is replacing all of their electric meters and need to have all of their old electric meters go through the proper testing.

Bid documents may be downloaded at the City's website at www.LakeWorth.org. Hard copies of bid documents may also be acquired from the Finance Office at 7 North Dixie Highway, Lake Worth, FL 33460.

Time is of the essence. Any bid received after **3:00 PM on Wednesday, January 27, 2016**, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock located in the Finance Office. Bids shall be placed in a sealed envelope, marked in the lower left-hand corner with the bid number, title, date, and hour bids are scheduled to be received. Bidders are responsible for insuring that their bid is stamped by office personnel by the deadline indicated.

All bids must be delivered or mailed to:

City of Lake Worth
Finance Office, 2nd Floor
7 North Dixie Hwy.
Lake Worth, FL 33460

ENVELOPES CONTAINING BIDS MUST BE IDENTIFIED AS BID IFB 16-105.



Hirut Darge, Purchasing Agent

PUBLISH: West Palm Beach Post
January 3, 2016



ELECTRIC METER RETIREMENT SERVICES

IFB 16-105

TENTATIVE BID SCHEDULE

Listed below are the tentative dates and times of the project and schedule by which the actions noted must be completed. If the City finds it necessary to change any of these dates and/or times, the change will be accomplished by addenda. All dates and times are subject to change at the City's discretion.

ACTION

COMPLETION DATE

Final Questions Due

January 13, 2016 3:00 PM

Addendum Published

January 15, 2016 by 3:00 PM

Proposals Due

January 27, 2016, 3:00 PM

SECTION 1 – SCOPE OF WORK

SCOPE OF WORK

The City of Lake Worth's Electric Utility, will be replacing their 27,000 electric meters. We need a contractor to perform the following retirement services:

Retirement of The City of Lake Worth's Electric Utility owned electric meters providing an electronic file which includes the following:

1. End of life accuracy testing including FL, LL, and PF
2. Meter Manufacturer
3. Meter Type
4. Lake Worth's meter number
5. Meter Reading

TECHNICAL SPECIFICATIONS

- Contractor to purchase and retain old meters after testing
- **CONTRACTOR WILL ASSUME ALL FREIGHT CHARGES**

END OF SECTION 1 – SCOPE OF WORK

SECTION 2 – SPECIAL TERMS

1. **LICENSES:** Proposers shall provide proof of required licenses for the firm and scope of services to be performed. This shall include:
 - Proof of all applicable licenses for services to be rendered (including registration with State of Florida Division of Corporations if applicable);
 - Statement or proof of required insurance; and,
 - Proof of Proposer's Business Tax Receipt (as applicable).

2. **OTHER SPECIAL CONDITIONS:**
The services to be provided under this IFB are set to commence within 30 days of City Commission approval. All bidders must have all necessary equipment and/or personnel to commence on said time.

END OF SECTION 2 – SPECIAL TERMS

SECTION 3 - INSTRUCTIONS TO BIDDERS

To ensure acceptance of your bid, Bidders must comply with the following instructions:

1. **HOW TO SUBMIT A BID:**

a. **The one (1) original and three (3) copies** of your bid must be submitted in a sealed envelope, marked on the outside lower left-hand corner of the envelope with the Bid number, title, and date and hour bids are scheduled to be received. Sealed bids shall be mailed or hand-delivered to:

**City of Lake Worth
Finance Office, 2nd Floor
7 North Dixie Highway
Lake Worth, FL 33460**

b. Time is of the essence and any bid received after the closing date and time indicated on the cover of this IFB, whether by mail or otherwise, will be returned unopened and will not be considered. The time of receipt shall be determined by the time clock located in the Finance Office. Bidders are responsible for insuring that their bid is stamped by City personnel by the deadline indicated. The City shall in no way be responsible for delays caused by any occurrence.

c. Bids submitted by telephone, telegram facsimile or email shall not be accepted.

d. Submission of a Bid implies a full understanding of this IFB. Any misunderstanding as to such terms by the Bidder will not relieve the Bidder from performance.

e. This IFB consists of this document along with all plans, drawings and/or technical specifications incorporated or attached to this IFB, all of which are incorporated herein by this reference.

2. **THE BID PACKAGE.** Each bid submitted in response to this IFB shall contain the following documents:

- B1 Bid Package Cover Sheet
- B2 Bid
- B3 Schedule of bid items
- B4 Schedule of Subcontractors
- B5 Vendor Verification
- B6 List of References
- B7 Affidavit of Prime Bidder Re Non-Collusions
- B8 Drug Free Certification

AVOID BID REJECTION: Bids may be rejected for noncompliance to requirements after review by the Procurement Office. All bids must be submitted on the provided Bid forms and **signed in ink by an officer authorized to bind the Bidder where applicable.**

3. **COMPLETION OF BID SUBMISSION PACKAGE.**

a. It is the responsibility of the bidder to insure that all pages are included. All Bidders are advised to closely examine this IFB.

b. **All bids must be submitted on the provided Bid forms.** Bids submitted on Bidder's letterhead or quotation forms will not be accepted.

c. Bid forms must be neatly written in ink or typed, and must be signed in ink by an officer or employee having authority to bind the bidder (where a signature is required). **Failure to submit a duly signed bid shall be cause for rejection of the bid.**

4. ERRORS/ERASURES/CORRECTIONS

a. **Bids having erasures or corrections must be initialed in ink by the Bidder.** If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it and initial the correction. Any illegible entries, pencil bids or corrections not initialed may not be accepted.

b. In the event of mathematical extension error(s), the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of addition errors, the extended line item will prevail and the bidder's total will be corrected accordingly.

c. Bidders shall not be allowed to modify their bids after the bid opening time and date. Bid files may be examined during normal working hours, after bid opening, by appointment only.

d. Bidder represents that it has taken all necessary steps to ascertain the nature and location of the work and that it has investigated and satisfied itself as to the general and local conditions which can affect the performance of the work, including: (i) conditions relating to access, egress, transportation, debris disposal, parking and storage of materials; (ii) availability of labor; and (iii) physical conditions at the site. Any failure by Bidder to take these steps will not relieve the Bidder from the responsibility for estimating properly the difficulty and cost of successfully performing the work without additional expense to Owner.

5. BID PRICES. All prices shall remain valid for **one hundred eighty (180) days** after the date of bid closing or other time stated in the Special Terms. Prices must be stated in the units specified on the Bid form. Bidders may offer a cash discount for prompt payment; however, such discounts should not be considered in the unit price bid unless otherwise specified in special conditions.

6. SUBSTITUTIONS. If Bidder wishes to offer a substitution for a specified item of materials or equipment, the proposed substitution must be listed on the Substitution Sheet. In each case, the difference in price between the base bid and the price for the proposed substitution shall be specified or if there is no price difference that shall be specifically indicated. The Bid shall reflect the Bidder's price for the item specified in the Schedule of Bid items; not the proposed substitution. The best value bid will be established considering the base Bid, not any proposed substitution.

7. SUBCONTRACTING. If a Bidder intends to subcontracts any portion of the work, the Schedule of Subcontractors form must be fully completed and submitted with the bid. The name, address, phone number and extent of work and value of the work to be performed should be included for all sub-contractors. The City reserves the right to reject any bid if the bid names a subcontractor who has previously failed in the proper performance of an award, or failed to deliver on time contracts of a similar nature, or who is not in a position to perform under this award. The City reserves the right to inspect all facilities of any subcontractor in order to make a determination as to the foregoing.

8. CERTIFICATION AND LICENSES. Bidder must include with its bid package a copy of all applicable certificates and licenses and a current Business Tax Receipt in the name of the Bidder submitting the Bid from the County in which the Bidder's principal place of business is located. If awarded the contract, any Bidder who is not required to have a Business License from the City will be required to obtain a Certificate of Registration from the City of Lake Worth prior to contract execution.

9. NO LOBBYING – CONE OF SILENCE. In accordance with the Palm Beach County Lobbyist Registration Ordinance and Section 2-112(k) the City's procurement code, the City's procurement cone of silence will be in effect as of the due date for proposals in response to this IFB. A complete copy of the City's procurement code is available on- line at municode.com under the City's code of ordinances (sections 2-111 – 2-117). All Bidders are highly encouraged to review the same. In summary, the cone of silence prohibits communication between certain City officials, employees and agents and any entity or person seeking to be awarded a contract (including their representatives, lobbyists and potential subcontractors). The cone of silence terminates at the time of award, rejection of all response or some other action by the City to end the selection process

10. CONFLICT OF INTEREST AND ETHICS REQUIREMENTS. This IFB is subject to the State of Florida Code of Ethics and the Palm Beach County Code of Ethics. Accordingly, there are prohibitions and limitations on the employment of City officials and employees and contractual relationships providing a benefit to the same. Bidders are highly encouraged to review both the Florida Code of Ethics and the Palm Beach County Code of Ethics in order to insure compliance with the same.

Further, any Bidder coming before the City Commission for an award of a contract and who has made an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) to any elected official of the City Commission, who is a current sitting member of the Commission, must disclose such election campaign contribution, verbally and in writing, in their responsive proposal to this IFB.

11. PUBLIC ENTITY CRIMES. Pursuant to section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a bid to the City as agent for the ECR Board for 36 months following the date of being placed on the convicted vendor list.

12. INQUIRIES AND ADDENDA. Any and all inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue, must be directed in writing, by US mail, fax or email to:

Hirut Darge, Purchasing Agent
City of Lake Worth, Finance Office
7 N. Dixie Hwy.
Lake Worth, FL 33460
E-mail: hdarge@lakeworth.org
(561) 586-1651

Any addenda or other modification to the Bid documents will be issued by the City prior to the date and time of Bid closing, as a written addenda distributed to all prospective bidders who have obtained the bid package directly from the City or its authorized representative. Such written addenda or modification shall be part of the Bid documents and shall be binding upon each Bidder. Each Bidder is required to acknowledge receipt of any and all addenda in writing and submit with their bid. No Bidder may rely upon any oral or verbal modification or interpretation in preparing its bid. No interpretation of this IFB will be made for any bidder, except by written addendum.

13. ACCEPTANCE; REJECTION; CANCELLATION. In accordance with the City's procurement code, this IFB may be cancelled and may or may not be re-bid when determined to be in the best interests of the City. Any or all bids may be accepted or rejected in whole or in part, when determined to be in the best interests of the City. The City also reserves the right to reject the bid of any Bidder who has previously failed in the performance of an award or to deliver contracts of a similar nature on time or who is not in a position to perform properly under this award. The City reserves the right to inspect all facilities of bidders. Any bid received without an authorized signature or past the submittal deadline will be rejected.

Any withdrawal or cancellation of this Invitation for Bid, either before or after selection of a bidder, shall be without liability or obligation on the part of the City or its employees. Any action, selection or failure to select a successful bidder to this Invitation for Bid shall be without any liability or obligation of the part of the City or its employees.

The City reserves the right to waive any non-material irregularities and technicalities, except timeliness and signature requirements. Additionally, bids may be considered irregular and may be rejected if the bid: 1) does not strictly conform to the requirements of this IFB; 2) is incomplete; 3) any Bid Form is altered; 4) contains additions not called for; 5) is conditional; 6) contains prices that are, in the opinion of the City, unbalanced either in excess or below the reasonable cost analysis values; 7) bids is in excess of the approved budget for the project.

14. SELECTION OF BIDDER WITH WHOM TO CONTRACT. The selection of a bidder with whom to contract shall be based on the “best value” to the City using the following criteria:

1. Qualifications;
2. Skill and experience based on reference verification;
3. Amount of the bid in relation to the needed goods & services and in relation to other bids received; and,
4. Adherence to the specifications and requirements of the IFB.

The above criteria are equally weighted.

15. POSTING OF AWARD TABULATIONS. The selected bidder will be notified in writing with intent to award a contract. Recommended awards will be available for review by interested parties at the Finance Office.

16. CONTRACT. The City and successful bidder will be contractually bound only if and when a written contract between the parties is executed by the City. In the event a contract is not executed with the selected bidder and City reserve the right to select the next “best value” bidder based on the bid tabulation and to contract with said bidder.

17. PROCUREMENT CODE. The City’s Procurement Code, sections 2-111 to 2-119 of the City’s Code of Ordinances, shall govern this IFB. If there are any inconsistencies between this IFB and the Procurement Code, the Procurement Code shall take precedence.

18. COSTS. All costs incurred by any party in responding to this Invitation for Bid are the sole responsibility of the Bidder including any costs, fees or expenses associated with a protest.

19. PROTEST PROCEDURE. *Please see section 2-115 of the City’s Procurement Code for the procedure.*

20. CITY IS DOCUMENT GATEKEEPER. This IFB is issued directly by the City and the City shall be the sole distributor of all addenda and/or revisions to these documents. It is the responsibility of the Bidder to confirm the legitimacy of procurement opportunities or notices directly with the Finance Office. The City is not responsible for any solicitations advertised by subscriptions, publications, websites (other than the City’s) or other sources not connected with the City and the Bidder should not rely on such sources for information regarding any solicitation made by the City of Lake Worth.

21. SMALL BUSINESS AND LOCAL BUSINESS PREFERENCE. Section 2-117 of the City’s Procurement Code shall govern the application of a small business and/or local business preference for this IFB. **Documentation to support a Bidder as a Small Business and/or Local Business must be submitted with a Bidder’s bid in response to the IFB.** Documentation submitted after the bid deadline will be rejected.

22. PROPERTY OF THE CITY. All materials submitted in response to this IFB become the property of the City. The City has the right to use any or all ideas presented in any response to this IFB, whether amended or not, and selection or rejection of a proposals does not affect this right. No variances to this provision shall be accepted.

23. DISCLOSURE AND DISCLAIMER. The information contained herein is provided solely for the convenience of the Bidders. It is the responsibility of each Bidder to assure itself that information contained herein is accurate and complete. Neither the City, nor its advisors provide any assurances as to the accuracy of any information in this IFB. Any reliance on the contents of this IFB regarding the project or scope of thereof, or on any oral communications with City representatives or advisors, shall be at each Bidder's own risk.

Bidders should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. This IFB is being provided by the City without any warranty or representation, express or implied, as to its content; accuracy or completeness and no Bidder or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any bid or proposal conforming with these requirements will be selected for consideration, negotiation or approval.

Any action taken by the City in response to bids or proposals made pursuant to this IFB or in making any award or failure or refusal to make any award pursuant to such bids or proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the City, or their advisors.

Any recipient of this IFB who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this IFB is at the sole risk and responsibility of the party submitting such proposal.

24. COMPLIANCE. All bids or proposals received in accordance with this IFB shall be subject to applicable Florida Statutes governing public records including without limitation Chapter 119, Florida Statutes.

END OF SECTION 3 - INSTRUCTIONS TO BIDDERS

BID PACKAGE COVER SHEET

IFB # 16-105

PROJECT TITLE: ELECTRIC METER RETIREMENT SERVICES

Bidder Company Name:

.....

Enclose the following documents:

- _____ 1. Bid Package Cover Sheet (B1)
- _____ 2. Bid (B2) **Must be signed**
- _____ 3. Schedule of Bid Items (B3) **Must be signed**
- _____ 4. Schedule of Sub-contractors (B4) - If none, mark "none".
- _____ 5. Contractor Verification (B5) - Check the license and insurance requirements to ensure that you will comply and attach copies of current licenses.
- _____ 6. List of References (B6)
- _____ 7. Affidavit of Prime Bidder Re Non-collusion (B7)
- _____ 8. Drug Free Certification (B8)

Clearly mark the outside lower left corner of the Envelope with the Invitation for Bid number and title, and the Date and Time for the bid closing deadline.

THIS PAGE AND THE FOLLOWING PAGES ARE TO BE RETURNED WITH YOUR BID.

Submit ONE (1) ORIGINAL and THREE (3) PHOTOCOPIES of your Bid package.

AVOID BID REJECTION:

All bids must be submitted on the provided Bid forms with each form completed and signed where requested. Signatures must be in ink and by a person authorized to bind the Bidder.

ELECTRIC METER RETIREMENT SERVICES

BID

IFB 16-105

Proposal of: _____
(Bidder Name)

Bid Amount: \$ _____
(Write Dollar Figure Here)

By signing the foregoing, the Bidder agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary for the performance and completion of the work for the amount indicated above.

The undersigned Bidder hereby declares that:

1. This bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.
2. The Bidder has carefully and to his full satisfaction examined the attached Scope of Work, Special Terms, General Conditions, technical specifications, and form of bonds, if applicable, together with the accompanying plans, and Bidder has read all issued addenda issued.
3. Bidder has made a full examination of the site and is familiar with the site conditions that may impact its performance.
4. Upon receipt of a Notice of Intent to Award the contract the Bidder shall: 1) commence obtaining a Performance Bond, Labor and Material Bond, and Certificate(s) of Insurance and 2) commence obtaining a Certificate of Registration or Business License for engaging in business from the City, as such documents are required to commence the work.
5. Bidder understands that the contract time starts on the date of Notice to Proceed.
6. Bidder furthermore agrees that, in case of failure on his/her part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the offer to contract may be withdrawn and the check, bond, or other security accompanying his bid and the money payable thereon, shall become the property of the City, by forfeit as agreed liquidated damages.
7. The Bidder states that this bid is the only bid for this project in which Bidder is interested; and Bidder shall not be a sub-contractor or sub-subcontractor on this project.
8. Small Business participation goal for this project is 15%.
9. The following officer, director or agent of the Bidder is also an employee of the City of Lake Worth.

Name

Address

10. The following employee(s) of the City of Lake Worth, either directly or indirectly, an interest of 10% or more of Bidder or its affiliates or subsidiaries:

<i>Name</i>	<i>Address</i>
_____	_____
_____	_____
_____	_____

11. Bidder and all affiliates, suppliers, subcontractor or consultants who will perform the Work have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within the 36 months immediately preceding the date of this Bid.

12. Bidder acknowledges that ADDENDA NO(S). _____ have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.

13. By signing and submitting this Bid, Bidder represents that all Bid Forms are fully complete and accurate.

14. Bidder acknowledges that the Bid may be rejected if all Bid Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.

Name of Bidder: _____

HQ Address: _____ ST _____ Zip _____

Phone: (____) _____ Email: _____

FEIN: _____ State of Incorporated: _____

Print Name: _____ Title: _____

SIGNATURE: _____ Date: _____

Sales Office: _____ ST _____ Zip _____

Sales Contact Name: _____ Title: _____

Phone: (____) _____ Email: _____

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

ELECTRIC METER RETIREMENT SERVICES

IFB 16-105

SCHEDULE OF BID ITEM

In accordance with the scope of work and specifications noted in this IFB document, page 4 following is the fixed price to provide all required services:

ITEM	UNIT PRICE	TOTAL PRICE
Meter Retirement Services		
Meter Purchase		

FREIGHT CHARGES WILL BE RESPONSIBILITIES OF VENDOR

CONFIRM

Name of Bidder: _____

Address: _____ ST _____ Zip _____

Phone: (____) _____ Email: _____

Print Name: _____ Title: _____

SIGNATURE: _____ **Date:** _____

ELECTRIC METER RETIREMENT SERVICES

IFB 16-105

SCHEDULE OF SUBCONTRACTORS

The following is a complete list of all sub-contractors utilized for this project:

Dollar amount of subcontract work

1.	(company name)	(type of work)	\$ _____
	(address)	(tel. #)	
	(zip code)	(federal I.D. #)	
2.	(company name)	(type of work)	\$ _____
	(address)	(tel. #)	
	(zip code)	(federal I.D. #)	
3.	(company name)	(type of work)	\$ _____
	(address)	(tel. #)	
	(zip code)	(federal I.D. #)	

Total dollar amount to be awarded to sub-contractors (this page) \$ _____

Authorized Signature: _____

Note: The above schedule of subcontractors will become a part of the Contract documents. Changes made to the above schedule of subcontractors after the contract has been executed must be submitted in writing to the Project Engineer for approval prior to that sub-contractor performing any work.

ELECTRIC METER RETIREMENT SERVICES

IFB 16-105

VENDOR VERIFICATION FORM

PRIME BIDDER:

Name of Firm: _____

Address: _____

Telephone: () _____

Fax: () _____

Email: _____

COMPANY PRINCIPAL:

Name: _____

Address: _____

Telephone: () _____

Email: _____

State License # _____ (ATTACH COPY)

County License # _____ (ATTACH COPY)

Type of License: _____

Unlimited _____ (yes/no)

If "NO", Limited to what trade? _____

Is the Licensee a full-time employee of Prime Bidder?

_____ Yes _____ No

Will the Licensee be in responsible charge of the work performed and installed under this contract?

_____ Yes _____ No

City License: **(ATTACH COPY OF CITY REGISTRATION OR BUSINESS TAX RECEIPT – May be obtained from City Construction Services)**

Failure to fully or accurately complete this form may be cause for rejection of the bid.

ELECTRIC METER RETIREMENT SERVICES

IFB 16-105

LIST OF REFERENCES

1. Owner's Name & Address: _____

Contact Person: _____

Telephone: () _____ Fax: () _____ E-Mail: _____

2. Owner's Name & Address: _____

Contact Person: _____

Telephone: () _____ Fax: () _____ E-Mail: _____

3. Owner's Name & Address: _____

Contact Person: _____

Telephone: () _____ Fax: () _____ E-Mail: _____

**ELECTRIC METER RETIREMENT SERVICES
IFB 16-105**

AFFIDAVIT OF PRIME BIDDER
Re Non-collusion and Public Entity Crime

State of _____ }
County of _____ }

_____, being first duly sworn, disposes and says that:
(Name)

1. I am the _____ of _____, the
(Title) (Name of Company)
Bidder that has submitted the attached bid;
2. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Lake Worth, or any person interested in the proposed Contract; and
5. The following Officer, director or agent of Bidder is also an employee of the City of Lake Worth. _____ (if none, write "None").
6. The following employees of the City of Lake Worth, own, directly or indirectly, an interest of 10% or more in Bidder firm or any of its affiliates or subsidiaries: _____ (if none, write "None").
7. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
8. Neither the Bidder nor any officer, director, partner, shareholder, employee, member or agent, who is active in the management of Bidder, or any affiliate or subsidiary of Bidder has been convicted of a public entity crime or action regarding antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation with respect to any bid or contract for goods or services to be provided to any public entity, or has been listed on the state Convicted Vendor List, within thirty-six months prior to the date of Bidder's Bid.

(Signed) _____

(Print Name) _____

(Title) _____

The foregoing Affidavit of Bidder regarding Non-Collusion and Public Entity Crime was acknowledged before me

This _____ day of _____, 2014 by _____, who is _____
(title) of _____ and who is personally known to me or who has produced
_____ as identification.

Notary Public

ELECTRIC METER RETIREMENT SERVICES

IFB 16-105

DRUG FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities, or contractual services that are under bid, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty, or *nolo contendere* to any violation of Chapter 1893, or of any controlled substance law of the United States, or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance, or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidders Authorized Signature

Print Name: _____

Date



AGENDA DATE: March 21, 2016

DEPARTMENT: Electric Utility

EXECUTIVE BRIEF

TITLE:

Professional Services Agreement with Spectrum Systems for environmental testing and reporting of the continuous emissions monitoring system (CEMS).

SUMMARY:

The Professional Services Agreement provides for environmental testing and reporting of the continuous emissions monitoring system (CEMS) in amount of \$28,250 to Spectrum Systems.

BACKGROUND AND JUSTIFICATION:

As a sole source vendor, the City has contracted with Spectrum Systems to perform environmental testing and reporting. Spectrum System uses proprietary software called SpectraView to control the continuous emissions monitoring system (CEMS) Plant on the S-3 unit located at the Tom G. Smith Power Plant. The software reports emissions in the proper written and electronic format to the FDEP and EPA. The monitoring and testing will be conducted on a quarterly basis.

Type	Vendor	Cost	Total
Professional Service Agreement	Spectrum Systems	\$28,250	\$28,250
		Total	\$28,250

MOTION:

I recommend / do not recommend the professional service agreement with Spectrum Systems for environmental testing and reporting of the continuous emissions system (CEMS) located at the Tom G. Smith Power Plant in the amount not to exceed \$28,250.

ATTACHMENT(S):

1. Fiscal Impact Analysis
2. Sole Source Letter
3. Professional Services Agreement

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2017	2019	2020
Capital Expenditures	0	0	0	0	0
Operating Expenditures	28,250	0	0	0	
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	\$28,250	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Utilities /Electric						
Account Number	Account Description	Project #	FY2016 Budget	Current Balance	Agenda Item Expenditures	Remaining Balance
401-6031-531-31-70	Other Contractual Services	N/A	\$78,350	\$28,782.17	\$28,250	\$532.17

C. Department Fiscal Review: John Borsch, Electric Utility Director



November 13, 2015

Evanna Stephenson
City of Lake Worth
7 North Dixie Highway
Lake Worth, FL 33460

Dear Ms. Stephenson;

The SpectraView[®] software installed on the City of Lake Worth's Data Acquisition, Control, and Handling System at the Tom G. Smith Municipal Power Plant is a proprietary application written, licensed, and maintained by Spectrum Systems, Inc. of Pensacola, FL. SpectraView[®] provides for control of the Continuous Emission Monitoring System located on Unit 3 as well as reporting emissions in the proper written and electronic format to the FDEP and EPA.

Sincerely,

A handwritten signature in blue ink, appearing to read "RDavis", is written over the word "Sincerely,".

Reginald A Davis
President
Spectrum Systems, Inc.

PROFESSIONAL SERVICES AGREEMENT
(Environmental Testing & Reporting)

THIS AGREEMENT (“Agreement”) is entered into by and between the **City of Lake Worth**, a Florida municipal corporation (“City”) and **Spectrum Systems, Inc.**, a corporation authorized to do business in the State of Florida (“Consultant”).

RECITALS

WHEREAS, the City’s electric utility is in need of someone to perform preventative maintenance and verify the operational accuracy of the emission monitoring equipment located in the City’s power plant; and,

WHEREAS, the Consultant is familiar with the City’s electric utility and is currently performing the requested work; and,

WHEREAS, the Consultant submitted proposals to perform the emissions monitoring, smoke stack testing and quarterly reporting in accordance with the City’s request and is willing to provide appropriately licensed, qualified personnel to provide the City with said services; and,

WHEREAS, the type of software used by the City’s power plant related to the requested work is a proprietary application where Consultant is the only entity that may maintain the software; and,

WHEREAS, in accordance with Section 2-112(f) of the City’s purchasing policy, Consultant shall be considered a single source; and,

WHEREAS, the City desires to accept the Consultant’s proposals; and,

WHEREAS, the purpose of this Agreement is to set forth certain terms and conditions for the provision of services by the Consultant to the City.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the City and the Consultant agree as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: CONSULTANT’S SERVICES. As more specifically set forth in the Consultant’s proposal, attached hereto as **Exhibit “A”** and incorporated herein by reference, the Consultant shall provide the City with preventative maintenance and audits on the Continuous Emissions Monitoring System (CEMS), provide smoke stack testing and quarterly reporting.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as

an independent contractor and none of the Consultant's, officers, directors, employees, independent contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the City for compensation of any kind under this Agreement. The relationship between the City and Consultant is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM AND TERMINATION.

a. Term. The term of this Agreement shall extend from October 1, 2015 until September 30, 2016.

b. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days written notice of termination.

c. Termination for cause. Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) days, then this Agreement shall terminate at the end of the three (3) day period without further notice or demand.

d. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the City is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the City of funds sufficient to pay the costs associated herewith in any fiscal year of the City. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the City's governing board in any fiscal year to pay the costs associated with the City's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the City to be, insufficient to pay the costs associated with the City's obligations hereunder in any fiscal period, then the City will notify Consultant of such occurrence and either the City or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the City of any kind whatsoever; however, City shall pay Consultant for all services performed under this Agreement through the date of termination.

SECTION 5: COMPENSATION.

a. Payments. They City agrees to compensate the Consultant in accordance with the fee schedule set forth in the Consultant's proposals (**Exhibit "A"**), which is as follows:

S-359-15001 - Preventative Maintenance & Audits on Continuous Emissions Monitoring System (CEMS) - \$15,000 (\$3,750 quarterly); T-359-16000 - Smoke Stack Testing (NOX) - \$8,950; and Maintenance Breakdown – Quarterly Reporting - \$4,300 (\$1,075 quarterly).

The City shall not reimburse the Consultant for any additional costs incurred as a direct or indirect result of the Consultant providing service to the City under this Agreement and not set forth in **Exhibit “A”**.

b. Invoices. The Consultant shall render monthly invoices to the City for services that have been rendered in conformity with this Agreement in the previous week. The invoices shall specify the work performed and the time spent on such work. Invoices will normally be paid within thirty (30) days following the City’s receipt of the Consultant’s invoice.

SECTION 6: INDEMNIFICATION. The Consultant, its officers, employees and agents shall indemnify and hold harmless the City, including its officers, employees and agents from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence of the Consultant, its officers, directors, employees, representatives and agents employed or utilized by the Consultant in the performance of the services under this Agreement. The City agrees to be responsible for its own negligence. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Consultant, nor shall this Agreement be construed as a waiver of sovereign immunity for the City beyond the waiver provided in section 768.28, Florida Statutes nor shall the City indemnify the Consultant.

SECTION 7: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties’ performance of this Agreement, including, without limitation, the applicable licensure requirements and Florida Public Records laws.

SECTION 8: PERSONNEL. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

SECTION 9: SUB-CONSULTANTS. The City reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. All sub-consultants providing professional services to the Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the Consultant shall indemnify and hold harmless the City for any claim in excess of the sub-consultant’s insurance coverage, arising out of the negligent acts, errors or omissions of the sub-consultant.

SECTION 10: FEDERAL AND STATE TAX. The City is exempt from payment of Florida State Sales and Use Tax. The Consultant is not authorized to use the City's Tax Exemption Number.

SECTION 11: INSURANCE. Prior to commencing any services, the Consultant shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the City and the Consultant. All such insurance policies may not be modified or terminated without the express written authorization of the City.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability/ Errors and Omissions	\$1,000,000 per occurrence
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Consultant, personal injury)	\$1,000,000 per occurrence \$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$ 1,000,000 single limits
Worker's Compensation	\$ statutory limits

The commercial general liability and excess liability policies will name the City as an additional insured and proof of all insurance coverage shall be furnished to the City by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement.

SECTION 12: SUCCESSORS AND ASSIGNS. The City and the Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

SECTION 13: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now

or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 14: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

SECTION 15: ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all payments made by the City under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 16: NONDISCRIMINATION. The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

SECTION 17: AUTHORITY TO PRACTICE. The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the City upon request.

SECTION 18: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 19: PUBLIC ENTITY CRIMES. Consultant acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Consultant will advise the City immediately if it becomes aware of any violation of this statute.

SECTION 20: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the CITY shall be sent to:

City of Lake Worth
Attn: City Manager
7 North Dixie Highway
Lake Worth, FL 33460

and if sent to the CONSULTANT, shall be sent to:

Spectrum Systems, Inc.
3410 West Nine Mile Road
Pensacola, FL 32526-7808

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

SECTION 21: ENTIRETY OF AGREEMENT. The City and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 22: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 23: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the City reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 24: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and City may at its option provide notice to the Consultant to terminate for cause.

SECTION 25: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the City. The Effective Date is the date this Agreement is executed by the City.

SECTION 26: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct,

the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 27: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 28: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

SECTION 29: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 30: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of the terms of this Agreement and the Consultant's proposals (Exhibit "A"). The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms of this Agreement and Exhibit "A", , the terms of this Agreement shall prevail over Exhibit "A". Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 31: REPRESENTATIONS and BINDING AUTHORITY. By signing this Agreement, Michael Crisafulle hereby represents to the City that he has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement as of the day and year set forth below by the City.

CITY OF LAKE WORTH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST:

Approved as to form and legal sufficiency:

Pamela J. Lopez, City Clerk

Glen J. Torcivia, City Attorney

Spectrum Systems, Inc.

By: _____

[Corporate Seal]

Print Name: _____

Title: _____

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, as _____ of Spectrum Systems, Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

EXHIBIT "A"

(Proposal)

3410 West Nine Mile Road
 Pensacola, Florida 32526-7808
 (850)944-3392 Fax: (850)944-3397

QUOTATION #S-359-15001

Date: Oct 14, 2015

Quotation No.: S-359-15001

Reference: Service Contract

Terms: Net 30 Days

F.O.B. Point: Pensacola

Delivery: As Required

TO: City of Lake Worth
 1900 2nd Avenue North
 Lake Worth, FL 33461
 Attention: Evanna Stephenson

ITEM	DESCRIPTION	PRICING
1.0	Summary of Work Spectrum Systems, Inc. will provide the services of a qualified technician to perform preventative maintenance, audits, and verify the operational accuracy of the Emission Monitoring Equipment located at the City of Lake Worth Tom G. Smith facility on a quarterly basis. Each quarterly visit will be scheduled in advance at a mutually agreeable time.	
2.0	Contract Period Pricing and services are valid from October 1, 2015 through September 30, 2016.	
3.0	Unit and Equipment Covered	
3.1	Smith Unit S-3 42i NOx 410i CO2 T-ML LightHawk 560 Opacity with ERP SpectraPak-E Controllers M&C Model SP2000 (100:1)	
4.0	Work to Be Performed During each scheduled visit, Spectrum will perform the following activities on the equipment listed in Section 3, "Equipment Covered".	
4.1	Applicable to All Equipment Listed <ul style="list-style-type: none"> a) Check the history since last visit and current status for any problems or anomalies that may need to be addressed. b) Ensure calculated and electric parameters between monitor subcomponents and data recording devices are within manufacturer and EPA specifications. c) Troubleshoot and repair any discovered issues required to bring the monitors into proper working order with customer approval and customer supplied spare parts. 	

This Quote is valid through: 10/31/2015
 By: Reggie Davis
 Title: President

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QUOTATION #S-359-15001

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ITEM	DESCRIPTION	PRICING
4.2	Opacity Monitors	
	<ul style="list-style-type: none"> d) Perform documented Preventative Maintenance and QA/QC Activities e) Provide a copy of the signed Field Work Order upon completion of the work. A copy of any audit results and any suggested recommendations to improve equipment performance should be provided within fourteen (14) days of the completed service visit. a) The following consumables are included in the price and will be changed on the basis specified. <ul style="list-style-type: none"> a. Air Purge Filters – changed each quarter b) Perform a clear path of the system (either on or off stack as determined by the technician) if required. c) Audit the operational accuracy of each monitor by challenging the monitor with certified Neutral Density Filters provided by the customer. d) Make necessary adjustments for deficiencies found during audits and re-perform the NDF audit if necessary or required. 	
4.3	Gas Analyzers (NOX, CO2, CO, O2, SO2)	
	<ul style="list-style-type: none"> a) The following consumables are included in the price and will be changed on the basis specified. <ul style="list-style-type: none"> a. Pump Rebuild Kits – Semi-annually b. Scrubber Media – As required during visit c. Filters – As required during visit b) Perform a calibration of the gas components. 	

This Quote is valid through: 10/31/2015
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 Title: President

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QUOTATION #S-359-15001

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ITEM	DESCRIPTION	PRICING
4.4	<p>c) Audit the operational accuracy of each monitor by challenging the monitor with audit gases provided by the customer. Linearity Checks or CGA's, as applicable, will be run provided the unit is on-line.</p> <p>d) Make necessary adjustments for deficiencies found during audits and re-perform the audit if necessary or required.</p> <p>M&C Dilution Probe</p>	
4.5	<p>a) The following consumables are included in the price and will be changed on the basis specified.</p> <p style="padding-left: 20px;">a. Ceramic Filter, Gaskets, and Lid O-Rings as required.</p> <p style="padding-left: 20px;">b) Check tubing and wiring for proper wear and any unusual discoloration.</p> <p><i>AIR CLEANUP SYSTEMS</i></p>	
4.6	<p>a) The following consumables are included in the price and will be changed on the basis specified.</p> <p style="padding-left: 20px;">a. Scrubber Media</p> <p style="padding-left: 20px;">b. Filters – semi-annually</p> <p>b) Make necessary adjustment to flow rates and pressures required.</p>	
4.6	<p>Pricing</p> <p>Price includes labor, travel expenses, tools, and test equipment to perform work as described in this proposal. Pricing does not include spare parts or consumables unless delineated in the scope of work above.</p> <p>Out of Scope Work and Visits</p> <p>Pricing for any out of scope work (emergency visits, bench repair, refurbishment, etc) will be performed in accordance with the Service Rate Worksheet in effect at the time of the visit. Spare Parts may be purchased at SSI Current List Pricing.</p>	<p>\$3750 Per Visit including consumables</p>

This Quote is valid through: 10/31/2015
 By: Reggie Davis
 Title: President

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Delivery: As Required

TO: City of Lake Worth
1900 2nd Avenue North
Lake Worth, FL 33461
Attention: Evanna Stephenson

ITEM	DESCRIPTION	PRICING
5.0	Taxes Pricing does not include Sales/Use Tax.	
6.0	Other Fees Credit card orders and charges are subject to a 5% convenience fee.	

This Quote is valid through: 10/31/2015
By: Reggie Davis
Title: President

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QUOTATION #S-359-15001

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 1900 2nd Avenue North
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Terms: Net 30 Days

F.O.B. Point: Pensacola

Delivery: As Required

ITEM	DESCRIPTION	PRICING
	<p style="text-align: center;">GENERAL PROVISIONS</p> <p>a) FACILITIES: The customer will provide safe access to a safe working platform and sufficient utilities at the sampling location, i.e., 115 VAC ± 10%, 30 amps., when required.</p> <p>b) SCOPE: Problems with plant wiring, flanges, equipment cabinets, access platforms, ladders, etc., are the responsibility of the customer but can, at the request of the customer, be corrected by the contractor as an out-of-scope provision.</p> <p>c) FORCE MAJEURE: The contractor shall not be responsible for delays or failures in the equipment performance resulting from acts beyond the control of the party. Such acts shall include, but not be limited to, strikes, lock-outs, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, direct lightning hits, corrosion, neglect, earthquakes or other such disasters.</p> <p>d) CONSEQUENTIAL DAMAGES: Neither party shall be liable to the other for any indirect, special, or consequential damages.</p> <p>e) PARTIAL INVALIDITY: If any term or provision of this agreement shall be found illegal or unenforceable then, notwithstanding, this agreement shall remain in full force and effect, and any such term or provision shall be deemed stricken.</p> <p>f) GOVERNING LAW: This agreement will be governed by and construed in accordance with the laws of the State of Florida.</p> <p>g) ALL AMENDMENTS IN WRITING: No amendment to this agreement shall be effective unless it is written and signed by duly authorized representatives of both parties.</p> <p>h) SPECIFICATION CHANGES: Any specification changes made by the customer, verbal or written, shall be billed at hourly rates.</p>	

This Quote is valid through: 10/31/2015
 By: Reggie Davis
 Title: President

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QUOTATION #S-359-15001

Date: Oct 14, 2015

Quotation No.: S-359-15001

Reference: Service Contract

Terms: Net 30 Days

F.O.B. Point: Pensacola

Delivery: As Required

TO: City of Lake Worth
1900 2nd Avenue North
Lake Worth, FL 33461
Attention: Evanna Stephenson

ITEM	DESCRIPTION	PRICING
	<p>i) ANY REFERENCE TO "THE MANUFACTURER" is the end provider of equipment.</p> <p>j) TAXES: Quoted prices do not include state sales tax or use tax.</p>	

This Quote is valid through: 10/31/2015
By: Reggie Davis
Title: President



3410 West Nine Mile Road
 Pensacola, Florida 32526-7808
 (850) 944-3392 Fax: (850) 944-1011

QUOTATION #T-359-16000

Date: 21-Jan-16

Quotation No.: T-359-16000

Reference: Testing

Terms: Net 30

F.O.B. Point: Plant Site

Delivery: As required

TO: Dave Mulvay
 City of Lake Worth
 1900 2nd Avenue North
 Lake Worth, Florida 33461

ITEM	QTY	PART MODEL NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	1	TESTING	<p>Spectrum Systems will perform the following testing:</p> <p style="text-align: center;">Source EU009</p> <p>9 each 21 minute runs IAW EPA RM-7E for NOX and RM-3A for CO2 for purposes of performing the RATA on the NOX CEMS and for NOX Compliance with current site permit.</p> <p style="text-align: center;">Source EU011</p> <p>3 each 1 hour runs IAW EPA RM-7E for NOX and RM-3A for CO2 for purposes of performing NOX Compliance with current site permit.</p> <p>Pricing is based on testing being performed during one of Spectrum's scheduled quarterly visits.</p>	\$8,950.00	\$8,950.00
TOTAL					

This quotation is valid through: 90 days
 By: Sean Myrick
 Title: Testing Manager

**City of Lake Worth
Maintenance Fee Breakdown
Annual Renewal Fee**

Customer / Plant		Application	Hourly Data Base Quantity	Annual Maintenance Fee
City of Lake Worth				
	Smith Unit 3	NOX CEMS w/D&G	1	\$ 5,800.00
	Quarterly Reporting	Per Quarter	\$ 1,075.00	\$ 4,300.00
Annual SMA Amount				\$ 10,100.00

Note : Software Maintenance runs from July 1 - June 30 and is renewed annually



AGENDA DATE: March 21, 2016

DEPARTMENT: Electric Utility

EXECUTIVE BRIEF

TITLE: Contract award for IFB 16-105 with Peaker Services, Inc. to perform M-Unit Engine Inspections at the Tom G. Smith Power Plant.

SUMMARY: Staff recommends contracting with Peaker Services, Inc. to perform M-Unit Engine Inspections in amount of \$47,996.40.

BACKGROUND AND JUSTIFICATION: On December 23, 2015, the City of Lake Worth Utility, Tom G. Smith Power Plant, solicited bids (IFB - # 16-103) from responsible and experienced contractors to perform routine engine inspections for existing 10 MW consisting of five (5) 2 MV diesel generators located at the Tom G. Smith Power Plant. These units EMD 567 D4 engines and are in need of a routine engine inspection. The inspection of the engines will consist of the following:

1. One revolution inspection of the rings, liners and pistons.
2. Take top ring land side clearances.
3. Take lead wire readings.
4. Remove pressure detector and inspect the front gear train.
5. Drop main caps, inspect shaft and replace existing with complete set of new main bearings.
6. Check crankshaft thrust and replace both thrust collars.
7. Visually inspect rod bearings and thrust all rods.
8. Inspect the p-pipes.
9. Inspect the top deck including rocker gear, cams and valve bridges.
10. Inspect crank gear through rear base door.
11. Test run the engine.

On February 10, 2016, bids were opened by Finance and reviewed by John Borsch, Electric Utility Director. The lowest responsible bidder was Peaker Services, Inc. in amount \$47,996.40.

Type	Vendor	Cost	Total
Contract	Peaker Services, Inc.	\$47,996.40	\$47,996.40
		Total	\$47,996.40

MOTION:

I recommend / do not recommend a contract with Peaker Services, Inc. for M-Unit Engine Inspections located at the Tom G. Smith Power Plant in amount of \$47,996.40.

ATTACHMENT(S):

Fiscal Impact Analysis

IFB# 16-103

IFB# 16103 Bid Tabulation Sheet

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2017	2019	2020
Capital Expenditures	0	0	0	0	0
Operating Expenditures	47,996.40	0	0	0	
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	\$47,996.40	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Utilities /Electric						
Account Number	Account Description	Project #	FY2016 Budget	Current Balance	Agenda Item Expenditures	Remaining Balance
401-6031-531-34-50	Other Contractual Services	N/A	\$169,525	\$52,102.63	\$47,996.40	\$4,106.23

Department Fiscal Review: John Borsch, Electric Utility Director



FINANCE OFFICE

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1674

Addendum No. 1
IFB 16-103

M-UNIT INSPECTIONS

Each recipient of this Addendum No. 1 to the Invitation for Bid (IFB) who responds to the IFB acknowledges all of the provisions set forth in the IFB and agrees to be bound by the terms thereof. This addendum shall modify, clarify, change or add information and clarification and become part of the above referenced IFB.

CLARIFICATION:

1. What are the days and hours the contractor can work?
A: The contractor is able to work 7 days a week 10 hours a day.
2. Final Report?
A: The contractor selected will provide a final report of the findings of the inspections and include any repair recommendations for each unit.
3. Will there be any oil and oil filter changes?
A: M Unit 2 will be the only unit to include an oil and filter change. The City will be responsible to supply the oil, the Contractor we provide the filters.
4. Include labor charges.
A: All labor and per-diem must be include in main bid for the inspection.
5. The parts needed for the bearing replacement.
A: Please list price and lead times as an option for the main bearings and thrust collars, just in case the City of Lake Worth would have to purchase them to prevent lead time hold ups.
6. Will there be oil samples taken and sent out?
A: The contractor will include the price of taking an oil sample from each unit and send it out to lab for testing. Oil sample results must be included in the final report.

Proposers must acknowledge receipt of this Addendum No. 1 in the space provided below. This Addendum forms an integral part of the IFB documents and therefore must be executed and submitted with you proposal.

Issued By: City of Lake Worth
Finance Office
January 28, 2016

Signed By: 
Hirut Darge
Purchasing Agent

PROPOSER/Company

Company Name: _____

Signed By: _____ Print Name: _____

Title: _____ Date: _____



City of Lake Worth

IFB 16-103 M-Unit Engine Inspection

BID OPENED: February 10, 2016 @ 3:00 pm

ITEM #	DESCRIPTION	QTY	UNIT	Peaker Services, Inc.		NRE Power Systems		Engine Systems, Inc. (ESI)	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Complete set of upper main bearings on each engine	5	Sets	\$ 1,998.00	\$ 9,990.00	\$ 2,389.42	\$ 11,947.10	\$ 2,308.27	\$ 11,541.35
2	Complete set of lower main bearings	5	Sets	\$ 1,470.00	\$ 7,350.00	\$ 2,353.32	\$ 11,766.60	\$ 1,922.71	\$ 9,613.55
3	Complete set of thrust collars for each engine	5	Sets	\$ 503.28	\$ 2,516.40	\$ 635.46	\$ 3,177.30	\$ 249.84	\$ 1,249.20
4	Inspection of units	5	Sets	\$ 5,628.00	\$ 28,140.00	\$ 3,360.00	\$ 16,800.00	\$ 12,438.07	\$ 62,190.35
	TOTAL LUMP SUM AMOUNT:				\$ 47,996.40	****	\$ 43,691.00		\$ 84,594.45
	Bid (B2)				YES- NOT SIGNED		YES		YES- WITH EXCEPTION
	Schedule of Bid Items (B3)				YES		YES		YES
	Schedule of Sub-contractors (B4)				NONE		NONE		NONE
	Vendor Verification (B5)				YES, BUT NOT COMPLETE		YES		YES
	List of References (B6)				YES		YES		YES
	Affidavit of Prime Bidder Re Non-Collusions (B7)				YES		YES		YES
	Drug Free Certification (B8)				YES		YES		YES
	Addendum #1				YES		NO		YES
	Vendor Terms & Conditions Included				NO		NO		YES
	Insurance & Licenses				TBD		TBD		TBD

Opened by: Hirut Darge

******Total price doesn't match
Bid (B2) \$92,351**



City of Lake Worth
FINANCE DEPARTMENT

INVITATION FOR BID

IFB # 16-103

M-UNIT INSPECTIONS



Where the Tropics Begin



FINANCE OFFICE
7 North Dixie Highway
Lake Worth, FL 33360
TEL: 561-586-1674

M-UNIT INSPECTIONS

Bid Submission Deadline

Day/ Date: February 10, 2016

Time: 3:00PM

Location: Finance Office
7 North Dixie Highway – 2nd Floor
Lake Worth, FL 33460

Pre-Bid Conference Meeting

Day/ Date: January 20th, 2016

Time: 10:00AM

Location: Power Plant Lunch Room
Meet at the Front Entrance
117 S. College Street
Lake Worth, FL 33460

M-UNIT INSPECTIONS

TENTATIVE BID SCHEDULE

Listed below are the tentative dates and times of the project and schedule by which the actions noted must be completed. If the City finds it necessary to change any of these dates and/or times, the change will be accomplished by addenda. All dates and times are subject to change at the City's discretion.

ACTION

COMPLETION DATE

Pre-Bid Meeting

January 20, 2016 10:00AM

Final Questions Due

January 25, 2016 3:00 PM

Addenda Published

January 28, 2016 by 3:00 PM

Bid Due

February 10, 2016 at 3:00 PM



FINANCE OFFICE
7 North Dixie Highway
Lake Worth, FL 33360
TEL: 561-586-1674

INVITATION FOR BID
IFB # 16-103

M-UNIT ENGINE INSPECTIONS

The City of Lake Worth Utilities, Tom G Smith Power Plant is soliciting bids from responsible and experienced contractors to do routine engine inspection for existing 10 MW consisting of five (5) 2 MV diesel generators, at their site. These units EMD 567 D4 engines are in need of a routine engine inspection.

Bid documents may be downloaded at the City's website at: www.LakeWorth.org. Hard copies of bid documents may also be acquired from the Finance Office at 7 North Dixie Highway, Lake Worth, FL 33460.

Time is of the essence. Any bid received after **3:00PM on Wednesday, February 10, 2016**, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock located in the Finance Office. Bids shall be placed in a sealed envelope, marked in the lower left-hand corner with the bid number, title, date, and hour bids are scheduled to be received. Bidders are responsible for insuring that their bid is stamped by office personnel by the deadline indicated.

Pre-Bid meeting is scheduled at 10:00 AM on Wednesday, January 20th, 2016 at the Tom G. Smith Power Plant 117 S. College St., Lake Worth, FL 33460.

All bids must be delivered or mailed to:

City of Lake Worth, Finance Office – 2nd Floor
7 North Dixie Hwy.
Lake Worth, FL 33460

ENVELOPES CONTAINING BIDS MUST BE IDENTIFIED AS BID # 16-103. Small Business participation is strongly encouraged.


Hirut Darge, Purchasing Agent

PUBLISH: West Palm Beach Post
December 23, 2015

SECTION 2 – TECHNICAL SPECIFICATION

SCOPE OF WORK

The City of Lake Worth's Utilities, Tom G Smith Power Plant, has an existing 10 MW consisting of five(5) 2 MW diesel generators, at their site. These units EMD 567 D4 engines and are in need of a routine engine inspection as described in this scope of work.

The inspection of your engines will consist of the following:

1. One revolution inspection of the rings, liners and pistons.
2. Take top ring land side clearances.
3. Take lead wire readings.
4. Remove pressure detector and inspect the front gear train.
5. Drop main caps, inspect shaft and replace existing with complete set of new main bearings.
6. Check crankshaft thrust and replace both thrust collars.
7. Visually inspect rod bearings and thrust all rods.
8. Inspect the p-pipes.
9. Inspect the top deck including rocker gear, cams and valve bridges.
10. Inspect crank gear through rear base door.
11. Test run the engine.

END OF SECTION 2 – TECHNICAL SPECIFICATION

SECTION 3 – SPECIAL TERMS

1. **INSURANCE:** Prior to execution of the resulting contract derived from this IFB, the awarded bidder shall obtain and maintain in force at all times during the term of the resulting contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the selected bidder has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Compliance with the foregoing requirements shall not relieve the selected bidder of its liability and obligations under the resulting contract.
 - A. The selected bidder shall maintain, during the life of the contract, commercial general liability, including public and contractual liability insurance in the amount of \$1,000,000.00 per occurrence (\$2,000,000.00 aggregate) to protect the bidder from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the contract, whether such operations be by the bidder or by anyone directly or indirectly employed by or contracting with the bidder.
 - B. The selected bidder shall maintain general automobile liability insurance for owned and hired vehicles (optional / per case basis) of at least \$1,000,000 combined single limit.
 - C. The selected bidder shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

All insurance, other than Workers' Compensation, to be maintained by the selected bidder shall specifically include the CITY as an "Additional Insured".

2. **LICENSES:** Proposers shall provide proof of required licenses for the firm and scope of services to be performed. This shall include:
 - Proof of all applicable licenses for services to be rendered (including registration with State of Florida Division of Corporations if applicable);
 - Statement or proof of required insurance; and,
 - Proof of Proposer's Business Tax Receipt (as applicable).
3. **OTHER SPECIAL CONDITIONS:**

The services to be provided under this IFB are set to commence during the last week of March, 2016. All bidders must have all necessary equipment and/or personnel to commence on said date. The term of the contract should be 90 days.
4. **AWARD:** The City reserves the right to award the contract in whole ("all or nothing") or by line item ("split award"). Contract(s) shall be awarded to one or more company(s), which must be capable of supplying the items noted on the Bid Form in a timely manner.

END OF SECTION 3 – SPECIAL TERMS

SECTION 4 - INSTRUCTIONS TO BIDDERS

To ensure acceptance of your bid, Bidders must comply with the following instructions:

1. HOW TO SUBMIT A BID:

a. **The one (1) original and two (2) copies** of your bid must be submitted in a sealed envelope, marked on the outside lower left-hand corner of the envelope with the Bid number, title, and date and hour bids are scheduled to be received. Sealed bids shall be mailed or hand-delivered to:

**City of Lake Worth – Finance Office – 2nd Floor
7 North Dixie Highway
Lake Worth, FL 33460**

b. Time is of the essence and any bid received after the closing date and time indicated on the cover of this IFB, whether by mail or otherwise, will be returned unopened and will not be considered. The time of receipt shall be determined by the time clock located in the Finance Office. Bidders are responsible for insuring that their bid is stamped by City personnel by the deadline indicated. The City shall in no way be responsible for delays caused by any occurrence.

c. Bids submitted by telephone, telegram facsimile or email shall not be accepted.

d. Submission of a Bid implies a full understanding of this IFB. Any misunderstanding as to such terms by the Bidder will not relieve the Bidder from performance.

e. This IFB consists of this document along with all plans, drawings and/or technical specifications incorporated or attached to this IFB, all of which are incorporated herein by this reference.

2. THE BID PACKAGE. Each bid submitted in response to this IFB shall contain the following documents:

- B1 Bid Package Cover Sheet
- B2 Bid
- B3 Schedule of bid items
- B4 Schedule of Subcontractors
- B5 Vendor Verification
- B6 List of References
- B7 Affidavit of Prime Bidder Re Non-Collusions
- B8 Drug Free Certification

AVOID BID REJECTION: Bids may be rejected for noncompliance to requirements after review by the Procurement Office. All bids must be submitted on the provided Bid forms and **signed in ink by an officer authorized to bind the Bidder where applicable.**

3. COMPLETION OF BID SUBMISSION PACKAGE.

a. It is the responsibility of the bidder to insure that all pages are included. All Bidders are advised to closely examine this IFB.

b. **All bids must be submitted on the provided Bid forms.** Bids submitted on Bidder's letterhead or quotation forms will not be accepted.

c. Bid forms must be neatly written in ink or typed, and must be signed in ink by an officer or employee having authority to bind the bidder (where a signature is required). **Failure to submit a duly signed bid shall be cause for rejection of the bid.**

4. ERRORS/ERASURES/CORRECTIONS

a. **Bids having erasures or corrections must be initialed in ink by the Bidder.** If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it and initial the correction. Any illegible entries, pencil bids or corrections not initialed may not be accepted.

b. In the event of mathematical extension error(s), the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of addition errors, the extended line item will prevail and the bidder's total will be corrected accordingly.

c. Bidders shall not be allowed to modify their bids after the bid opening time and date. Bid files may be examined during normal working hours, after bid opening, by appointment only.

d. Bidder represents that it has taken all necessary steps to ascertain the nature and location of the work and that it has investigated and satisfied itself as to the general and local conditions which can affect the performance of the work, including: (i) conditions relating to access, egress, transportation, debris disposal, parking and storage of materials; (ii) availability of labor; and (iii) physical conditions at the site. Any failure by Bidder to take these steps will not relieve the Bidder from the responsibility for estimating properly the difficulty and cost of successfully performing the work without additional expense to Owner.

5. BID PRICES. All prices shall remain valid for ninety (90) days after the date of bid closing or other time stated in the Special Terms. Prices must be stated in the units specified on the Bid form. Bidders may offer a cash discount for prompt payment; however, such discounts should not be considered in the unit price bid unless otherwise specified in special conditions.

6. SUBSTITUTIONS. If Bidder wishes to offer a substitution for a specified item of materials or equipment, the proposed substitution must be listed on the Substitution Sheet. In each case, the difference in price between the base bid and the price for the proposed substitution shall be specified or if there is no price difference that shall be specifically indicated. The Bid shall reflect the Bidder's price for the item specified in the Schedule of Bid items; not the proposed substitution. The best value bid will be established considering the base Bid, not any proposed substitution.

7. SUBCONTRACTING. If a Bidder intends to subcontract any portion of the work, the Schedule of Subcontractors form must be fully completed and submitted with the bid. The name, address, phone number and extent of work and value of the work to be performed should be included for all sub-contractors. The City reserves the right to reject any bid if the bid names a subcontractor who has previously failed in the proper performance of an award, or failed to deliver on time contracts of a similar nature, or who is not in a position to perform under this award. The City reserves the right to inspect all facilities of any subcontractor in order to make a determination as to the foregoing.

8. CERTIFICATION AND LICENSES. Bidder must include with its bid package a copy of all applicable certificates and licenses and a current Business Tax Receipt in the name of the Bidder submitting the Bid from the County in which the Bidder's principal place of business is located. If awarded the contract, any Bidder who is not required to have a Business License from the City will be required to obtain a Certificate of Registration from the City of Lake Worth prior to contract execution.

9. NO LOBBYING – CONE OF SILENCE. In accordance with the Palm Beach County Lobbyist Registration Ordinance and Section 2-112(k) the City's procurement code, the City's procurement cone of silence will be in effect as of the due date for proposals in response to this IFB. A complete copy of the City's procurement code is available on-line at municode.com under the City's code of ordinances

(sections 2-111 – 2-117). All Bidders are highly encouraged to review the same. In summary, the cone of silence prohibits communication between certain City officials, employees and agents and any entity or person seeking to be awarded a contract (including their representatives, lobbyists and potential subcontractors). The cone of silence terminates at the time of award, rejection of all response or some other action by the City to end the selection process

10. CONFLICT OF INTEREST AND ETHICS REQUIREMENTS. This IFB is subject to the State of Florida Code of Ethics and the Palm Beach County Code of Ethics. Accordingly, there are prohibitions and limitations on the employment of City officials and employees and contractual relationships providing a benefit to the same. Bidders are highly encouraged to review both the Florida Code of Ethics and the Palm Beach County Code of Ethics in order to insure compliance with the same.

Further, any Bidder coming before the City Commission for an award of a contract and who has made an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) to any elected official of the City Commission, who is a current sitting member of the Commission, must disclose such election campaign contribution, verbally and in writing, in their responsive proposal to this IFB.

11. PUBLIC ENTITY CRIMES. Pursuant to section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a bid to the City as agent for the ECR Board for 36 months following the date of being placed on the convicted vendor list.

12. INQUIRIES AND ADDENDA. Any and all inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue, must be directed in writing, by US mail, fax or email to:

Hirut Darge, Purchasing Agent
City of Lake Worth, Finance Office
7 N. Dixie Hwy.
Lake Worth, FL 33460
E-mail: hdarge@lakeworth.org
(561) 586-1651

Any addenda or other modification to the Bid documents will be issued by the City prior to the date and time of Bid closing, as a written addenda distributed to all prospective bidders who have obtained the bid package directly from the City or its authorized representative. Such written addenda or modification shall be part of the Bid documents and shall be binding upon each Bidder. Each Bidder is required to acknowledge receipt of any and all addenda in writing and submit with their bid. No Bidder may rely upon any oral or verbal modification or interpretation in preparing its bid. No interpretation of this IFB will be made for any bidder, except by written addendum.

13. ACCEPTANCE; REJECTION; CANCELLATION. In accordance with the City's procurement code, this IFB may be cancelled and may or may not be re-bid when determined to be in the best interests of the City. Any or all bids may be accepted or rejected in whole or in part, when determined to be in the best interests of the City. The City also reserves the right to reject the bid of any Bidder who has previously failed in the performance of an award or to deliver contracts of a similar nature on time or who is not in a position to perform properly under this award. The City reserves the right to inspect all facilities of bidders. Any bid received without an authorized signature or past the submittal deadline will be rejected.

Any withdrawal or cancellation of this Invitation for Bid, either before or after selection of a bidder, shall be without liability or obligation on the part of the City or its employees. Any action, selection or failure to select a successful bidder to this Invitation for Bid shall be without any liability or obligation of the part of the City or its employees.

The City reserves the right to waive any non-material irregularities and technicalities, except timeliness and signature requirements. Additionally, bids may be considered irregular and may be rejected if the bid: 1) does not strictly conform to the requirements of this IFB; 2) is incomplete; 3) any Bid Form is altered; 4) contains additions not called for; 5) is conditional; 6) contains prices that are, in the opinion of the City, unbalanced either in excess or below the reasonable cost analysis values; 7) bids is in excess of the approved budget for the project.

14. SELECTION OF BIDDER WITH WHOM TO CONTRACT. The selection of a bidder with whom to contract shall be based on the “best value” to the City using the following criteria:

1. Qualifications;
2. Skill and experience based on reference verification;
3. Amount of the bid in relation to the needed goods & services and in relation to other bids received; and,
4. Adherence to the specifications and requirements of the IFB.

The above criteria are equally weighted.

15. POSTING OF AWARD TABULATIONS. The selected bidder will be notified in writing with intent to award a contract. Recommended awards will be available for review by interested parties at the Finance Office.

16. CONTRACT. The City and successful bidder will be contractually bound only if and when a written contract between the parties is executed by the City. In the event a contract is not executed with the selected bidder and City reserve the right to select the next “best value” bidder based on the bid tabulation and to contract with said bidder.

17. PROCUREMENT CODE. The City’s Procurement Code, sections 2-111 to 2-119 of the City’s Code of Ordinances, shall govern this IFB. If there are any inconsistencies between this IFB and the Procurement Code, the Procurement Code shall take precedence.

18. COSTS. All costs incurred by any party in responding to this Invitation for Bid are the sole responsibility of the Bidder including any costs, fees or expenses associated with a protest.

19. PROTEST PROCEDURE. *Please see* section 2-115 of the City’s Procurement Code for the procedure.

20. CITY IS DOCUMENT GATEKEEPER. This IFB is issued directly by the City and the City shall be the sole distributor of all addenda and/or revisions to these documents. It is the responsibility of the Bidder to confirm the legitimacy of procurement opportunities or notices directly with the Finance Office. The City is not responsible for any solicitations advertised by subscriptions, publications, websites (other than the City’s) or other sources not connected with the City and the Bidder should not rely on such sources for information regarding any solicitation made by the City of Lake Worth.

21. SMALL BUSINESS AND LOCAL BUSINESS PREFERENCE. Section 2-117 of the City’s Procurement Code shall govern the application of a small business and/or local business preference for this IFB. **Documentation to support a Bidder as a Small Business and/or Local Business must be submitted with a Bidder’s bid in response to the IFB.** Documentation submitted after the bid deadline will be rejected.

22. PROPERTY OF THE CITY. All materials submitted in response to this IFB become the property of the City. The City has the right to use any or all ideas presented in any response to this IFB, whether amended or not, and selection or rejection of a proposals does not affect this right. No variances to this provision shall be accepted.

23. DISCLOSURE AND DISCLAIMER. The information contained herein is provided solely for the convenience of the Bidders. It is the responsibility of each Bidder to assure itself that information contained herein is accurate and complete. Neither the City, nor its advisors provide any assurances as to the accuracy of any information in this IFB. Any reliance on the contents of this IFB regarding the project or scope of thereof, or on any oral communications with City representatives or advisors, shall be at each Bidder's own risk.

Bidders should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. This IFB is being provided by the City without any warranty or representation, express or implied, as to its content; accuracy or completeness and no Bidder or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any bid or proposal conforming with these requirements will be selected for consideration, negotiation or approval.

Any action taken by the City in response to bids or proposals made pursuant to this IFB or in making any award or failure or refusal to make any award pursuant to such bids or proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the City, or their advisors.

Any recipient of this IFB who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this IFB is at the sole risk and responsibility of the party submitting such proposal.

24. COMPLIANCE. All bids or proposals received in accordance with this IFB shall be subject to applicable Florida Statutes governing public records including without limitation Chapter 119, Florida Statutes.

END OF SECTION 4 - INSTRUCTIONS TO BIDDERS

(B1)

BID PACKAGE COVER SHEET

IFB # 16-103

PROJECT TITLE: M-UNIT ENGINE INSPECTION

Bidder Company Name:

Enclose the following documents:

- _____ 1. Bid Package Cover Sheet (B1)
- _____ 2. Bid (B2) **Must be signed**
- _____ 3. Schedule of Bid Items (B3) **Must be signed**
- _____ 4. Schedule of Sub-contractors (B4) - If none, mark "none".
- _____ 5. Vendor Verification (B5) - Check the license and insurance requirements to ensure that you will comply and attach copies of current licenses.
- _____ 6. List of References (B6)
- _____ 7. Affidavit of Prime Bidder Re Non-collusion (B7)
- _____ 8. Drug Free Certification (B8)

Clearly mark the outside lower left corner of the Envelope with the Invitation for Bid number and title, and the Date and Time for the bid closing deadline.

THIS PAGE AND THE FOLLOWING PAGES ARE TO BE RETURNED WITH YOUR BID.

Submit ONE (1) ORIGINAL and TWO (2) PHOTOCOPIES of your Bid package.

AVOID BID REJECTION:

All bids must be submitted on the provided Bid forms with each form completed and signed where requested. Signatures must be in ink and by a person authorized to bind the Bidder.

M-UNIT ENGINE INSPECTIONS

BID

IFB # 16-103

Proposal of: _____
(Bidder Name)

Bid Amount: \$ _____
(Write Dollar Figure Here)

By signing the foregoing, the Bidder agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary for the performance and completion of the work for the amount indicated above.

The undersigned Bidder hereby declares that:

1. This bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.
2. The Bidder has carefully and to his full satisfaction examined the attached Scope of Work, Special Terms, General Conditions, technical specifications, and form of bonds, if applicable, together with the accompanying plans, and Bidder has read all issued addenda issued.
3. Bidder has made a full examination of the site and is familiar with the site conditions that may impact its performance.
4. Upon receipt of a Notice of Intent to Award the contract the Bidder shall: 1) commence obtaining a Performance Bond, Labor and Material Bond, and Certificate(s) of Insurance and 2) commence obtaining a Certificate of Registration or Business License for engaging in business from the City, as such documents are required to commence the work.
5. Bidder understands that the contract time starts on the date of Notice to Proceed.
6. Bidder furthermore agrees that, in case of failure on his/her part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the offer to contract may be withdrawn and the check, bond, or other security accompanying his bid and the money payable thereon, shall become the property of the City, by forfeit as agreed liquidated damages.
7. The Bidder states that this bid is the only bid for this project in which Bidder is interested; and Bidder shall not be a sub-contractor or sub-subcontractor on this project.
8. Small Business participation goal for this project is 15%.
9. The following officer, director or agent of the Bidder is also an employee of the City of Lake Worth.

<i>Name</i>	<i>Address</i>
-------------	----------------

10. The following employee(s) of the City of Lake Worth, either directly or indirectly, an interest of 10% or more of Bidder or its affiliates or subsidiaries:

<i>Name</i>	<i>Address</i>
_____	_____
_____	_____
_____	_____

11. Bidder and all affiliates, suppliers, subcontractor or consultants who will perform the Work have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within the 36 months immediately preceding the date of this Bid.

12. Bidder acknowledges that ADDENDA NO(S). _____ have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.

13. By signing and submitting this Bid, Bidder represents that all Bid Forms are fully complete and accurate.

14. Bidder acknowledges that the Bid may be rejected if all Bid Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.

Name of Bidder: _____

HQ Address: _____ ST _____ Zip _____

Phone: (____) _____ Email: _____

FEIN: _____ State of Incorporated: _____

Print Name: _____ Title: _____

SIGNATURE: _____ Date: _____

Sales Office: _____ ST _____ Zip _____

Sales Contact Name: _____ Title: _____

Phone: (____) _____ Email: _____

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

M-UNIT ENGINE INSPECTION

IFB# 16-103

SCHEDULE OF BID ITEMS

In accordance with the scope of work and specifications noted in this IFB document, following are the fixed prices to provide all required services.

#	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	Complete set of upper main bearings on each engine.	5	Sets		
2	Complete set of lower main bearings.	5	Sets		
3	Complete set of thrust collars for each engine.	5	Sets		
4	Inspection of units	5	Each		

Name of Bidder: _____

Address: _____ ST _____ Zip _____

Phone: (____) _____ Email: _____

Print Name: _____ Title: _____

SIGNATURE: _____ **Date:** _____

M-UNIT ENGINE INSPECTIONS

IFB # 16-103

SCHEDULE OF SUBCONTRACTORS

The following is a complete list of all sub-contractors utilized for this project:

Dollar amount of subcontract work

1.	_____	_____	\$ _____
	(company name)	(type of work)	
	_____	_____	
	(address)	(tel. #)	
	_____	_____	
	(zip code)	(federal I.D. #)	
2.	_____	_____	\$ _____
	(company name)	(type of work)	
	_____	_____	
	(address)	(tel. #)	
	_____	_____	
	(zip code)	(federal I.D. #)	
3.	_____	_____	\$ _____
	(company name)	(type of work)	
	_____	_____	
	(address)	(tel. #)	
	_____	_____	
	(zip code)	(federal I.D. #)	

Total dollar amount to be awarded to sub-contractors (this page) \$ _____

Authorized Signature: _____

Note: The above schedule of subcontractors will become a part of the Contract documents. Changes made to the above schedule of subcontractors after the contract has been executed must be submitted in writing to the Project Engineer for approval prior to that sub-contractor performing any work.

M-UNIT ENGINE INSPECTIONS

IFB # 16-103

VENDOR VERIFICATION FORM

PRIME BIDDER:

Name of Firm: _____

Address: _____

Telephone: () _____

Fax: () _____

Email: _____

COMPANY PRINCIPAL:

Name: _____

Address: _____

Telephone: () _____

Email: _____

State License # _____ **(ATTACH COPY)**

County License # _____ **(ATTACH COPY)**

Type of License: _____

Unlimited _____ (yes/no)

If "NO", Limited to what trade? _____

Is the Licensee a full-time employee of Prime Bidder?

_____ Yes _____ No

Will the Licensee be in responsible charge of the work performed and installed under this contract?

_____ Yes _____ No

City License: **(ATTACH COPY OF CITY REGISTRATION OR BUSINESS TAX RECEIPT – May be obtained from City Construction Services)**

Failure to fully or accurately complete this form may be cause for rejection of the bid.

M-UNIT ENGINE INSPECTIONS

IFB # 16-103

LIST OF REFERENCES

1. Owner's Name & Address: _____

Contact Person: _____

Telephone: () _____ Fax: () _____ E-Mail: _____

2. Owner's Name & Address: _____

Contact Person: _____

Telephone: () _____ Fax: () _____ E-Mail: _____

3. Owner's Name & Address: _____

Contact Person: _____

Telephone: () _____ Fax: () _____ E-Mail: _____

**M-UNIT ENGINE INSPECTIONS
IFB# 16-103**

AFFIDAVIT OF PRIME BIDDER
Re Non-collusion and Public Entity Crime

State of _____ }
County of _____ }

_____, being first duly sworn, disposes and says that:
(Name)

1. I am the _____ of _____, the
(Title) (Name of Company)
Bidder that has submitted the attached bid;
2. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Lake Worth, or any person interested in the proposed Contract; and
5. The following Officer, director or agent of Bidder is also an employee of the City of Lake Worth.
_____ (if none, write "None").
6. The following employees of the City of Lake Worth, own, directly or indirectly, an interest of 10% or more in Bidder firm or any of its affiliates or subsidiaries: _____ (if none, write "None").
7. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
8. Neither the Bidder nor any officer, director, partner, shareholder, employee, member or agent, who is active in the management of Bidder, or any affiliate or subsidiary of Bidder has been convicted of a public entity crime or action regarding antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation with respect to any bid or contract for goods or services to be provided to any public entity, or has been listed on the state Convicted Vendor List, within thirty-six months prior to the date of Bidder's Bid.

(Signed) _____

(Print Name) _____

(Title) _____

The foregoing Affidavit of Bidder regarding Non-Collusion and Public Entity Crime was acknowledged before me

This ____ day of _____, 2014 by _____, who is _____
(title) of _____ and who is personally known to me or who has produced
_____ as identification.

Notary Public

M-UNIT ENGINE INSPECTIONS

IFB# 16-103

DRUG FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities, or contractual services that are under bid, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty, or *nolo contendere* to any violation of Chapter 1893, or of any controlled substance law of the United States, or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance, or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidders Authorized Signature

Print Name: _____

Date



AGENDA DATE: March 21, 2016

DEPARTMENT: Electric Utility

EXECUTIVE BRIEF

TITLE:

Purchase 2 MVA Step-Up Padmount Transformer

SUMMARY:

The Electric Transmission and Distribution Division requests to purchase two 750KVA, 26KV Primary Voltage, 277 / 480 Secondary Voltage, Pad Mount Transformers for the new construction of the Boutwell Business Center located at 7th Ave North and Boutwell Road.

The Aston Construction Company has contributed funds in the amount of \$93,774.18 to City. The funds were allocated to Contributions in Aid of Construction.

BACKGROUND and JUSTIFICATION:

These transformers are necessary to support the electrical load of the Boutwell Business Center and necessary in the operation of the city electrical infrastructure.

UNDERGROUND PRIMARY				
Description	Total	Unit Price	Extended	Quote
750KVA, 26KV, 277/480 City Stock: 285-86-7800D	2	\$15,495.00	\$30,990.00	Gresco
Total			\$30,990.00	Gresco

Gresco Corporation has provided both the lowest bid and shortest lead time.

MOTION:

I recommend / do not recommend the purchase of two 750KVA, 26KV, 277/480 Pad Mount Transformers from Gresco for \$30,990.00.

ATTACHMENT(S):

- 1) Fiscal Impact Analysis
- 2) Gresco Quote

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	0	0	0	0	0
Operating Expenditures	0	\$30,990	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	0	\$30,990	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Utilities /Electric						
Account Number	Account Description	Project #	FY2015 Budget	Current Balance	Agenda Item Expenditures	Remaining Balance
401-0000-141.02-10	Warehouse Electric	N/A	TBD	3,727,254.35	\$30,990	3,633,239.12

C. Department Fiscal Review: John Borsch



FINANCE OFFICE

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1674

**Addendum No. 1
IFB 16-110**

PURCHASE 2 MVA STEP-UP PADMOUNT TRANSFORMER

Each recipient of this Addendum No. 1 to the Invitation for Bid (IFB) who responds to the IFB acknowledges all of the provisions set forth in the IFB and agrees to be bound by the terms thereof. This addendum shall modify, clarify, change or add information and clarification and become part of the above referenced IFB.

CLARIFICATION:

- 1. Removal of current unit or installation of new unit is not required. Can you please confirm that the scope of work is only requiring delivery of the Pad-mount transformer and required documents/ information requested?

A: Removal of current unit or installation of new unit is NOT required. The scope of work for this IFB is to only procure and deliver Qty. 1 (one) pad-mount transformer and required documents/information as requested.

Proposers must acknowledge receipt of this Addendum No. 1 in the space provided below. This Addendum forms an integral part of the IFB documents and therefore must be executed and submitted with you proposal.

Issued By: City of Lake Worth
Finance Office
February 10, 2016

Signed By: Hirut Darge
Hirut Darge
Purchasing Agent

PROPOSER/Company

Company Name: _____

Signed By: _____ Print Name: _____

Title: _____ Date: _____



City of Lake Worth
FINANCE DEPARTMENT

INVITATION FOR BID

IFB # 16-110

PURCHASE 2 MVA STEP-UP PADMOUNT TRANSFORMER

Bid Submission Deadline

Date: March 1, 2016

Time: 3:00 PM

Location: City Hall
7 North Dixie Highway
Finance Office, 2nd Floor
Lake Worth, FL 33460



City of Lake Worth
FINANCE DEPARTMENT

INVITATION FOR BID

IFB # 16-110

PURCHASE 2 MVA STEP-UP PADMOUNT TRANSFORMER

Bid Submission Deadline

Date: March 1, 2016

Time: 3:00 PM

Location: City Hall
7 North Dixie Highway
Finance Office, 2nd Floor
Lake Worth, FL 33460



FINANCE OFFICE

7 North Dixie Highway
Lake Worth, FL 33360
TEL: 561-586-1674

**INVITATION FOR BID
IFB # 16-110**

PURCHASE 2 MVA STEP-UP PADMOUNT TRANSFORMER

The City of Lake Worth Electric Utilities is soliciting bids from responsible and experienced vendors to supply quantity 1 (one), three phase, outdoor type, pad-mounted step-up transformer for the use of a 2MW DC solar farm grid tie.

Bid documents may be downloaded at the City's website at www.LakeWorth.org. Hard copies of bid documents may also be acquired from the Finance Office at 7 North Dixie Highway, Lake Worth, FL 33460.

Time is of the essence. Any bid received after **3:00 PM on Tuesday, March 1, 2016**, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock located in the Finance Office. Bids shall be placed in a sealed envelope, marked in the lower left-hand corner with the bid number, title, date, and hour bids are scheduled to be received. Bidders are responsible for insuring that their bid is stamped by office personnel by the deadline indicated.

All bids must be delivered or mailed to:

City of Lake Worth
Finance Office - 2nd Floor
7 North Dixie Hwy.
Lake Worth, FL 33460

ENVELOPES CONTAINING BIDS MUST BE IDENTIFIED AS BID #16-110



Hirut Darge, Purchasing Agent

PUBLISH: City Website & DemandStar
January 28, 2016

PURCHASE 2 MVA STEP-UP PADMOUNT TRANSFORMER

IFB # 16-110

TENTATIVE BID SCHEDULE

Listed below are the tentative dates and times of the project and schedule by which the actions noted must be completed. If the City finds it necessary to change any of these dates and/or times, the change will be accomplished by addenda. All dates and times are subject to change at the City's discretion.

ACTION

COMPLETION DATE

Final Questions Due

February 9, 2016, 2:00 PM

Addenda Published

February 12, 2016, by 3:00 PM

Proposals Due

March 1, 2016, 3:00 PM

SECTION 1 – SCOPE OF WORK

**CITY OF LAKE WORTH
TECHNICAL SPECIFICATIONS
PURCHASE 2 MVA STEP-UP PADMOUNT TRANSFORMER
Rev.000**



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1. SCOPE

- 1.1. The purpose of this specification is to provide quantity 1 (one), three phase, outdoor type, pad-mounted step-up transformer for the use of a 2MW DC solar farm grid tie.

2. BIDDER PREQUALIFICATIONS

- 2.1. The bidder must show proof of having manufactured at least ten (10 ea.) similar units in design and same MVA rating or bigger, in the last five years that were successfully installed.

3. GENERAL

- 3.1. The transformers shall be of the highest commercial quality as to material, workmanship, and design.
- 3.2. The transformer shall be designed, manufactured, and tested in accordance with the current standards of ANSI/IEEE and NEMA, except where specific requirements of these specifications conflict with these standards.
- 3.3. All materials and equipment shall be new and of high quality. The basic specifications are:
 - 3.3.1. 2 MVA.
 - 3.3.2. Temperature Rise: 65 degree average winding rise.
 - 3.3.3. Cooling Class: KNAN or ONAN.
 - 3.3.4. Frequency: 60 Hz.
 - 3.3.5. Duty Cycle: Designed for step-up operation.
 - 3.3.6. Elevation: Designed for operation at or less than 1000 m (3300 ft.) above sea level
 - 3.3.7. Sound Level: NEMA TR1 Standard

4. RATINGS

- 4.1. The transformer shall be designed to operate at a frequency of 60 Hz.
- 4.2. The transformer shall be capable of continuously transforming the minimum MVA rating, as stated in Paragraph 3.3.1, self-cooled at rated voltage and frequency without exceeding an average winding temperature rise of 65° C.
- 4.3. High Voltage winding shall be 26,400GY/15240 Volts
 - 4.3.1. The High Voltage windings shall be Wye connected with the neutral solidly grounded externally.
 - 4.3.2. Primary Configuration: Dead Front, Radial
- 4.4. The Low Voltage winding shall be 480Y/277 Volts.
 - 4.4.1. The Low Voltage windings shall be Wye connected.

5. DESIGN REVIEW

- 5.1. The manufacturer shall provide CLW with all the design data.
- 5.2. CLW Engineering staff will be reviewing the design data provided by the manufacturer.
- 5.3. At CLW's discretion, CLW may ask the manufacturer to have web conference meetings to discuss the design of the transformer and any other aspect related to these specifications. On these conference meetings, CLW may ask the manufacturer to have the design engineer(s) available to discuss the design with CLW's engineers.

- 5.4. Under no circumstance, the manufacturer shall have any authority to change the design agreed upon without consulting with CLW's project engineer(s).
- 5.5. The manufacturer shall not start manufacturing the transformer until all the design data has been reviewed by CLW and they receive authorization to proceed from CLW's project engineer(s).

6. INSULATION LEVELS

6.1. The winding insulation levels shall be as follows in Table 1:

Table 1 - Transformer Winding Insulation Levels

WINDING INSULATION LEVELS		
Winding	Rated Voltage	Basic Impulse Level (BIL)
High Voltage	25 kV	125 kV
Low Voltage	1.2 kV	30 kV

7. SURGE ARRESTERS

7.1. No Surge arresters are required as part of the transformer build

8. LOAD BREAK SWITCHING

- 8.1. 15-38 kV, 300A 2 Position
- 8.2. Inserts: 25 kV, 125 kV BIL load-break inserts (Qty: 3)

9. OVERCURRENT PROTECTION

High Voltage:

- 9.1. Bayonet fuse in series with Partial-Range Current-Limiting Fuses (Qty: 3)
- 9.2. Expulsion fuses: Bayonet fuses (Qty: 3)
- 9.3. Bayonet Holder
- 9.4. Copper Bayonet Fuse Holder (Qty: 3)

10. GAUGES AND ACCESSORIES

The transformer shall be equipped with the following:

- 10.1. Liquid level gauge
- 10.2. Thermometer, dial-type Schrader valve
- 10.3. Pressure relief device, 50 SCFM
- 10.4. Drain valve with sampler in LV Compartment (1")

11. HIGH VOLTAGE BUSHINGS

- 11.1. 25 kV Voltage Class
- 11.2. 200 Amp wells and Elastimold inserts installed

12. LOW VOLTAGE BUSHINGS

- 12.1. 1.2 kV Voltage Class
- 12.2. Integral aluminum 12-hole spade bushing(s) (Qty: 4)
- 12.3. Bushing Supports: Standard LV Bushing Support Assembly

13. TAP CHANGER FOR DE-ENERGIZED OPERATION

- 13.1. The High Voltage winding Tap Changer shall be rated for 100 Amp operation
- 13.2. The High Voltage winding shall be equipped with five (5) no-load tap positions. Refer to Table 2 below.
 - 13.2.1. One (1) at rated voltage
 - 13.2.2. Two (2) 2.5% taps above and below rated voltage
 - 13.2.3. Two (2) 5% taps above and below rated voltage

Table 2 - HV Side NLTC

HV Side NLTC		
No-Load Tap Position	+/- % Rated Voltage	Voltage (kV)
A	+ 5%	27.72
B	+ 2.5%	27.06
C	Rated HV	26.4
D	- 2.5%	25.74
E	- 5%	25.08

- 13.3. It shall be lockable.
- 13.4. An interlock circuit to prevent operation while the transformer is energized shall be included.
- 13.5. The tap changer handle shall have provision for padlocking in any tap or rated voltage position, and shall provide visible indication of the tap position without unlocking.
- 13.6. A stainless steel nameplate shall be permanently attached next to the operating handle which says "WARNING – DO NOT OPERATE THIS TAP CHANGER WHEN TRANSFORMER IS ENERGIZED".

14. TANK ACCESSORIES

- 14.1. Nitrogen Blanket
- 14.2. IEEE standard two-hole ground pads (Qty: 3)

15. COVER

- 15.1. Bolted cover with handhole

16. INSULATING OIL

- 16.1. The transformer oil and oil used at the factory shall be Non-PCB oil. The manufacturer shall certify on the transformer test report that all oil used in processing and testing the transformer had a “non-detectable” content of polychlorinated biphenyl (PCB’s) as determined by test method ASTM D4059 – 00 (2010) and in accordance with current EPA Regulations.
- 16.2. Acceptable insulating oil include mineral oil, Envirotemp FR3, or equivalent

17. PAINT

- 17.1. Appropriate transformer paint is Munsell Green (Munsell 7GY 3.29/1.5) topcoat or equivalent

18. NAMEPLATE

- 18.1. A nameplate shall be provided and shall be fabricated from stainless steel and attached with stainless steel hardware.
- 18.2. The nameplate shall be as per latest revision of ANSI/IEEE C57.12.00, Paragraph 5.12.
 - 18.2.1. Nameplate C shall be used on transformers rated above 500 kVA.

19. DRAWINGS

- 19.1. Drawings shall be submitted to the project engineer(s) for approval before manufacturing of equipment.
- 19.2. Approval drawings for the transformer shall be submitted and shall include the following:
 - 19.2.1. Transformer outline drawings showing physical dimensions, weights, center of gravity, and location of all accessories
 - 19.2.2. Nameplate drawing.
 - 19.2.3. All schematic and wiring diagrams.
 - 19.2.4. HV, LV, N, and core ground bushings
 - 19.2.5. All gauges
 - 19.2.6. Switches

20. INSTRUCTION BOOKS

- 20.1. The manufacturer shall provide two (2) instruction books and a PDF copy.
- 20.2. These instruction books shall contain information on receiving, storing, assembly, routine maintenance, and testing of the transformer.
- 20.3. A complete set of OEM final drawings shall be included in the back of the instruction books
- 20.4. The instruction books shall include but not be limited to the following:
 - 20.4.1. Table of contents and index tabs
 - 20.4.2. Specifications and test data
 - 20.4.3. Instructions in the methods of receiving, inspection, storage and handling
 - 20.4.4. Complete installation and maintenance instructions
 - 20.4.5. Assembly drawings
 - 20.4.6. Parts lists
 - 20.4.7. Nameplate information and shop order numbers for each item of equipment and component part

21. DELIVERY SCHEDULE

- 21.1. Prior to shipment, the project engineer(s) shall receive a notice of proposed delivery timeline

22. WARRANTY

- 22.1. It is the responsibility of the vendor/manufacturer to offer the warranty specifications for evaluations.

END OF SECTION 1 – SCOPE OF WORK

SECTION 2 - INSTRUCTIONS TO BIDDERS

To ensure acceptance of your bid, Bidders must comply with the following instructions:

1. **HOW TO SUBMIT A BID:**

a. **The one (1) original and three (3) copies** of your bid must be submitted in a sealed envelope, marked on the outside lower left-hand corner of the envelope with the Bid number, title, and date and hour bids are scheduled to be received. Sealed bids shall be mailed or hand-delivered to:

**City of Lake Worth
Finance Office, 2nd Floor
7 North Dixie Highway
Lake Worth, FL 33460**

b. Time is of the essence and any bid received after the closing date and time indicated on the cover of this IFB, whether by mail or otherwise, will be returned unopened and will not be considered. The time of receipt shall be determined by the time clock located in the Finance Office. Bidders are responsible for insuring that their bid is stamped by City personnel by the deadline indicated. The City shall in no way be responsible for delays caused by any occurrence.

c. Bids submitted by telephone, telegram facsimile or email shall not be accepted.

d. Submission of a Bid implies a full understanding of this IFB. Any misunderstanding as to such terms by the Bidder will not relieve the Bidder from performance.

e. This IFB consists of this document along with all plans, drawings and/or technical specifications incorporated or attached to this IFB, all of which are incorporated herein by this reference.

2. **THE BID PACKAGE.** Each bid submitted in response to this IFB shall contain the following documents:

- B1 Bid Package Cover Sheet
- B2 Bid
- B3 Schedule of bid items
- B4 Schedule of Subcontractors
- B5 Vendor Verification
- B6 List of References
- B7 Affidavit of Prime Bidder Re Non-Collusions
- B8 Drug Free Certification

AVOID BID REJECTION: Bids may be rejected for noncompliance to requirements after review by the Procurement Office. All bids must be submitted on the provided Bid forms and **signed in ink by an officer authorized to bind the Bidder where applicable.**

3. **COMPLETION OF BID SUBMISSION PACKAGE.**

a. It is the responsibility of the bidder to insure that all pages are included. All Bidders are advised to closely examine this IFB.

b. **All bids must be submitted on the provided Bid forms.** Bids submitted on Bidder's letterhead or quotation forms will not be accepted.

c. Bid forms must be neatly written in ink or typed, and must be signed in ink by an officer or employee having authority to bind the bidder (where a signature is required). **Failure to submit a duly signed bid shall be cause for rejection of the bid.**

4. ERRORS/ERASURES/CORRECTIONS

a. **Bids having erasures or corrections must be initialed in ink by the Bidder.** If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it and initial the correction. Any illegible entries, pencil bids or corrections not initialed may not be accepted.

b. In the event of mathematical extension error(s), the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of addition errors, the extended line item will prevail and the bidder's total will be corrected accordingly.

c. Bidders shall not be allowed to modify their bids after the bid opening time and date. Bid files may be examined during normal working hours, after bid opening, by appointment only.

d. Bidder represents that it has taken all necessary steps to ascertain the nature and location of the work and that it has investigated and satisfied itself as to the general and local conditions which can affect the performance of the work, including: (i) conditions relating to access, egress, transportation, debris disposal, parking and storage of materials; (ii) availability of labor; and (iii) physical conditions at the site. Any failure by Bidder to take these steps will not relieve the Bidder from the responsibility for estimating properly the difficulty and cost of successfully performing the work without additional expense to Owner.

5. BID PRICES. All prices shall remain valid for **ninety (90) days** after the date of bid closing or other time stated in the Special Terms. Prices must be stated in the units specified on the Bid form. Bidders may offer a cash discount for prompt payment; however, such discounts should not be considered in the unit price bid unless otherwise specified in special conditions.

6. SUBSTITUTIONS. If Bidder wishes to offer a substitution for a specified item of materials or equipment, the proposed substitution must be listed on the Substitution Sheet. In each case, the difference in price between the base bid and the price for the proposed substitution shall be specified or if there is no price difference that shall be specifically indicated. The Bid shall reflect the Bidder's price for the item specified in the Schedule of Bid items; not the proposed substitution. The best value bid will be established considering the base Bid, not any proposed substitution.

7. SUBCONTRACTING. If a Bidder intends to subcontracts any portion of the work, the Schedule of Subcontractors form must be fully completed and submitted with the bid. The name, address, phone number and extent of work and value of the work to be performed should be included for all sub-contractors. The City reserves the right to reject any bid if the bid names a subcontractor who has previously failed in the proper performance of an award, or failed to deliver on time contracts of a similar nature, or who is not in a position to perform under this award. The City reserves the right to inspect all facilities of any subcontractor in order to make a determination as to the foregoing.

8. CERTIFICATION AND LICENSES. Bidder must include with its bid package a copy of all applicable certificates and licenses and a current Business Tax Receipt in the name of the Bidder submitting the Bid from the County in which the Bidder's principal place of business is located. If awarded the contract, any Bidder who is not required to have a Business License from the City will be required to obtain a Certificate of Registration from the City of Lake Worth prior to contract execution.

9. NO LOBBYING – CONE OF SILENCE. In accordance with the Palm Beach County Lobbyist Registration Ordinance and Section 2-112(k) the City's procurement code, the City's procurement cone of silence will be in effect as of the due date for proposals in response to this IFB. A complete copy of the

City's procurement code is available on-line at municode.com under the City's code of ordinances (sections 2-111 – 2-117). All Bidders are highly encouraged to review the same. In summary, the cone of silence prohibits communication between certain City officials, employees and agents and any entity or person seeking to be awarded a contract (including their representatives, lobbyists and potential subcontractors). The cone of silence terminates at the time of award, rejection of all response or some other action by the City to end the selection process

10. CONFLICT OF INTEREST AND ETHICS REQUIREMENTS. This IFB is subject to the State of Florida Code of Ethics and the Palm Beach County Code of Ethics. Accordingly, there are prohibitions and limitations on the employment of City officials and employees and contractual relationships providing a benefit to the same. Bidders are highly encouraged to review both the Florida Code of Ethics and the Palm Beach County Code of Ethics in order to insure compliance with the same.

Further, any Bidder coming before the City Commission for an award of a contract and who has made an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) to any elected official of the City Commission, who is a current sitting member of the Commission, must disclose such election campaign contribution, verbally and in writing, in their responsive proposal to this IFB.

11. PUBLIC ENTITY CRIMES. Pursuant to section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a bid to the City as agent for the ECR Board for 36 months following the date of being placed on the convicted vendor list.

12. INQUIRIES AND ADDENDA. Any and all inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue, must be directed in writing, by US mail, fax or email to:

Hirut Darge, Purchasing Agent
City of Lake Worth, Finance Office
7 N. Dixie Hwy.
Lake Worth, FL 33460
E-mail: hdarge@lakeworth.org
(561) 586-1651

Any addenda or other modification to the Bid documents will be issued by the City prior to the date and time of Bid closing, as a written addenda distributed to all prospective bidders who have obtained the bid package directly from the City or its authorized representative. Such written addenda or modification shall be part of the Bid documents and shall be binding upon each Bidder. Each Bidder is required to acknowledge receipt of any and all addenda in writing and submit with their bid. No Bidder may rely upon any oral or verbal modification or interpretation in preparing its bid. No interpretation of this IFB will be made for any bidder, except by written addendum.

13. ACCEPTANCE; REJECTION; CANCELLATION. In accordance with the City's procurement code, this IFB may be cancelled and may or may not be re-bid when determined to be in the best interests of the City. Any or all bids may be accepted or rejected in whole or in part, when determined to be in the best interests of the City. The City also reserves the right to reject the bid of any Bidder who has previously failed in the performance of an award or to deliver contracts of a similar nature on time or who is not in a position to perform properly under this award. The City reserves the right to inspect all facilities of bidders. Any bid received without an authorized signature or past the submittal deadline will be rejected.

Any withdrawal or cancellation of this Invitation for Bid, either before or after selection of a bidder, shall be without liability or obligation on the part of the City or its employees. Any action, selection or failure to

select a successful bidder to this Invitation for Bid shall be without any liability or obligation of the part of the City or its employees.

The City reserves the right to waive any non-material irregularities and technicalities, except timeliness and signature requirements. Additionally, bids may be considered irregular and may be rejected if the bid: 1) does not strictly conform to the requirements of this IFB; 2) is incomplete; 3) any Bid Form is altered; 4) contains additions not called for; 5) is conditional; 6) contains prices that are, in the opinion of the City, unbalanced either in excess or below the reasonable cost analysis values; 7) bids is in excess of the approved budget for the project.

14. SELECTION OF BIDDER WITH WHOM TO CONTRACT. The selection of a bidder with whom to contract shall be based on the “best value” to the City using the following criteria:

1. Qualifications;
2. Skill and experience based on reference verification;
3. Amount of the bid in relation to the needed goods & services and in relation to other bids received; and,
4. Adherence to the specifications and requirements of the IFB.

The above criteria are equally weighted.

15. POSTING OF AWARD TABULATIONS. The selected bidder will be notified in writing with intent to award a contract. Recommended awards will be available for review by interested parties at the Finance Office.

16. CONTRACT. The City and successful bidder will be contractually bound only if and when a written contract between the parties is executed by the City. In the event a contract is not executed with the selected bidder and City reserve the right to select the next “best value” bidder based on the bid tabulation and to contract with said bidder.

17. PROCUREMENT CODE. The City’s Procurement Code, sections 2-111 to 2-119 of the City’s Code of Ordinances, shall govern this IFB. If there are any inconsistencies between this IFB and the Procurement Code, the Procurement Code shall take precedence.

18. COSTS. All costs incurred by any party in responding to this Invitation for Bid are the sole responsibility of the Bidder including any costs, fees or expenses associated with a protest.

19. PROTEST PROCEDURE. *Please see* section 2-115 of the City’s Procurement Code for the procedure.

20. CITY IS DOCUMENT GATEKEEPER. This IFB is issued directly by the City and the City shall be the sole distributor of all addenda and/or revisions to these documents. It is the responsibility of the Bidder to confirm the legitimacy of procurement opportunities or notices directly with the Finance Office. The City is not responsible for any solicitations advertised by subscriptions, publications, websites (other than the City’s) or other sources not connected with the City and the Bidder should not rely on such sources for information regarding any solicitation made by the City of Lake Worth.

21. SMALL BUSINESS AND LOCAL BUSINESS PREFERENCE. Section 2-117 of the City’s Procurement Code shall govern the application of a small business and/or local business preference for this IFB. **Documentation to support a Bidder as a Small Business and/or Local Business must be submitted with a Bidder’s bid in response to the IFB.** Documentation submitted after the bid deadline will be rejected.

22. PROPERTY OF THE CITY. All materials submitted in response to this IFB become the property of the City. The City has the right to use any or all ideas presented in any response to this IFB, whether amended or not, and selection or rejection of a proposals does not affect this right. No variances to this provision shall be accepted.

23. DISCLOSURE AND DISCLAIMER. The information contained herein is provided solely for the convenience of the Bidders. It is the responsibility of each Bidder to assure itself that information contained herein is accurate and complete. Neither the City, nor its advisors provide any assurances as to the accuracy of any information in this IFB. Any reliance on the contents of this IFB regarding the project or scope of thereof, or on any oral communications with City representatives or advisors, shall be at each Bidder's own risk.

Bidders should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. This IFB is being provided by the City without any warranty or representation, express or implied, as to its content; accuracy or completeness and no Bidder or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any bid or proposal conforming with these requirements will be selected for consideration, negotiation or approval.

Any action taken by the City in response to bids or proposals made pursuant to this IFB or in making any award or failure or refusal to make any award pursuant to such bids or proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the City, or their advisors.

Any recipient of this IFB who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this IFB is at the sole risk and responsibility of the party submitting such proposal.

24. COMPLIANCE. All bids or proposals received in accordance with this IFB shall be subject to applicable Florida Statutes governing public records including without limitation Chapter 119, Florida Statutes.

END OF SECTION 2 - INSTRUCTIONS TO BIDDERS

BID PACKAGE COVER SHEET

IFB # 16-110

Project Title: PURCHASE 2 MVA STEP-UP PADMOUNT TRANSFORMER

Bidder Company Name:
.....

Enclose the following documents:

- _____ 1. Bid Package Cover Sheet (B1)
- _____ 2. Bid (B2) **Must be signed**
- _____ 3. Schedule of Bid Items (B3) **Must be signed**
- _____ 4. Schedule of Sub-contractors (B4) - If none, mark "none".
- _____ 5. Contractor Verification (B5) - Check the license and insurance requirements to ensure that you will comply and attach copies of current licenses.
- _____ 6. List of References (B6)
- _____ 7. Affidavit of Prime Bidder Re Non-collusion (B7)
- _____ 8. Drug Free Certification (B8)

Clearly mark the outside lower left corner of the Envelope with the Invitation for Bid number and title, and the Date and Time for the bid closing deadline.

THIS PAGE AND THE FOLLOWING PAGES ARE TO BE RETURNED WITH YOUR BID.

Submit ONE (1) ORIGINAL and THREE (3) PHOTOCOPIES of your Bid package.

AVOID BID REJECTION:

All bids must be submitted on the provided Bid forms with each form completed and signed where requested. Signatures must be in ink and by a person authorized to bind the Bidder.

2 MVA STEP-UP PADMOUNT TRANSFORMER

BID

IFB # 16-110

Proposal of: _____
(Bidder Name)

Lump Sum Bid Amount: \$ _____

(Write Dollar Figure Here)

By signing the foregoing, the Bidder agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary for the performance and completion of the work for the amount indicated above.

The undersigned Bidder hereby declares that:

1. This bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.
2. The Bidder has carefully and to his full satisfaction examined the attached Scope of Work, Special Terms, General Conditions, technical specifications, and form of bonds, if applicable, together with the accompanying plans, and Bidder has read all issued addenda issued.
3. Bidder has made a full examination of the site and is familiar with the site conditions that may impact its performance.
4. Upon receipt of a Notice of Intent to Award the contract the Bidder shall: 1) commence obtaining a Performance Bond, Labor and Material Bond, and Certificate(s) of Insurance and 2) commence obtaining a Certificate of Registration or Business License for engaging in business from the City, as such documents are required to commence the work.
5. Bidder understands that the contract time starts on the date of Notice to Proceed.
6. Bidder furthermore agrees that, in case of failure on his/her part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the offer to contract may be withdrawn and the check, bond, or other security accompanying his bid and the money payable thereon, shall become the property of the City, by forfeit as agreed liquidated damages.
7. The Bidder states that this bid is the only bid for this project in which Bidder is interested; and Bidder shall not be a sub-contractor or sub-subcontractor on this project.
8. Small Business participation goal for this project is 15%.

9. The following officer, director or agent of the Bidder is also an employee of the City of Lake Worth.

Name Address

10. The following employee(s) of the City of Lake Worth, either directly or indirectly, an interest of 10% or more of Bidder or its affiliates or subsidiaries:

Name Address

11. Bidder and all affiliates, suppliers, subcontractor or consultants who will perform the Work have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within the 36 months immediately preceding the date of this Bid.

12. Bidder acknowledges that ADDENDA NO(S). _____ have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.

13. By signing and submitting this Bid, Bidder represents that all Bid Forms are fully complete and accurate.

14. Bidder acknowledges that the Bid may be rejected if all Bid Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.

Name of Bidder: _____

HQ Address: _____ ST _____ Zip _____

Phone: (_____) _____ Email: _____

FEIN: _____ State of Incorporated: _____

Print Name: _____ Title: _____

SIGNATURE: _____ Date: _____

Sales Office: _____ ST _____ Zip _____

Sales Contact Name: _____ Title: _____

Phone: (_____) _____ Email: _____

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

(B3)

2 MVA STEP-UP PADMOUNT TRANSFORMER

IFB# 16-110

SCHEDULE OF BID ITEM

In accordance with the scope of work and specifications noted in this IFB document, following is the fixed price to provide all required services:

Items	Qty.	Unit Price
2 MVA STEP-UP PADMOUNT TRANSFORMER	1	\$

Name of Bidder: _____

Address: _____ ST _____ Zip _____

Phone: (____) _____ Email: _____

Print Name: _____ Title: _____

SIGNATURE: _____ Date: _____

2 MVA STEP-UP PADMOUNT TRANSFORMER

IFB # 16-110

VENDOR VERIFICATION FORM

PRIME BIDDER:

Name of Firm: _____

Address: _____

Telephone: () _____

Fax: () _____

Email: _____

COMPANY PRINCIPAL:

Name: _____

Address: _____

Telephone: () _____

Email: _____

State License # _____ **(ATTACH COPY)**

County License # _____ **(ATTACH COPY)**

Type of License: _____

Unlimited _____ (yes/no)

If "NO", Limited to what trade? _____

Is the Licensee a full-time employee of Prime Bidder?

_____ Yes _____ No

Will the Licensee be in responsible charge of the work performed and installed under this contract?

_____ Yes _____ No

City License: **(ATTACH COPY OF CITY REGISTRATION OR BUSINESS TAX RECEIPT – May be obtained from City Construction Services)**

Failure to fully or accurately complete this form may be cause for rejection of the bid.

2 MVA STEP-UP PADMOUNT TRANSFORMER

IFB # 16-110

LIST OF REFERENCES

1. Owner's Name & Address: _____

Contact Person: _____

Telephone: () _____ Fax: () _____ E-Mail: _____

2. Owner's Name & Address: _____

Contact Person: _____

Telephone: () _____ Fax: () _____ E-Mail: _____

3. Owner's Name & Address: _____

Contact Person: _____

Telephone: () _____ Fax: () _____ E-Mail: _____

**2 MVA STEP-UP PADMOUNT TRANSFORMER
IFB# 16-110**

AFFIDAVIT OF PRIME BIDDER
Re Non-collusion and Public Entity Crime

State of _____ }
County of _____ }

_____, being first duly sworn, disposes and says that:
(Name)

1. I am the _____ of _____, the
(Title) (Name of Company)
Bidder that has submitted the attached bid;
2. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Lake Worth, or any person interested in the proposed Contract; and
5. The following Officer, director or agent of Bidder is also an employee of the City of Lake Worth. _____ (if none, write "None").
6. The following employees of the City of Lake Worth, own, directly or indirectly, an interest of 10% or more in Bidder firm or any of its affiliates or subsidiaries: _____ (if none, write "None").
7. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
8. Neither the Bidder nor any officer, director, partner, shareholder, employee, member or agent, who is active in the management of Bidder, or any affiliate or subsidiary of Bidder has been convicted of a public entity crime or action regarding antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation with respect to any bid or contract for goods or services to be provided to any public entity, or has been listed on the state Convicted Vendor List, within thirty-six months prior to the date of Bidder's Bid.

(Signed) _____

(Print Name) _____

(Title) _____

The foregoing Affidavit of Bidder regarding Non-Collusion and Public Entity Crime was acknowledged before me

This ____ day of _____, 2014 by _____, who is _____
(title) of _____ and who is personally known to me or who has produced
_____ as identification.

Notary Public

2 MVA STEP-UP PADMOUNT TRANSFORMER

IFB# 16-110

DRUG FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities, or contractual services that are under bid, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty, or *nolo contendere* to any violation of Chapter 1893, or of any controlled substance law of the United States, or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance, or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidders Authorized Signature

Print Name: _____

Date



FINANCE OFFICE

7 North Dixie Highway
Lake Worth, FL 33360
TEL: 561-586-1674

**INVITATION FOR BID
IFB # 16-110**

PURCHASE 2 MVA STEP-UP PADMOUNT TRANSFORMER

The City of Lake Worth Electric Utilities is soliciting bids from responsible and experienced vendors to supply quantity 1 (one), three phase, outdoor type, pad-mounted step-up transformer for the use of a 2MW DC solar farm grid tie.

Bid documents may be downloaded at the City's website at www.LakeWorth.org. Hard copies of bid documents may also be acquired from the Finance Office at 7 North Dixie Highway, Lake Worth, FL 33460.

Time is of the essence. Any bid received after **3:00 PM on Tuesday, March 1, 2016**, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock located in the Finance Office. Bids shall be placed in a sealed envelope, marked in the lower left-hand corner with the bid number, title, date, and hour bids are scheduled to be received. Bidders are responsible for insuring that their bid is stamped by office personnel by the deadline indicated.

All bids must be delivered or mailed to:

City of Lake Worth
Finance Office - 2nd Floor
7 North Dixie Hwy.
Lake Worth, FL 33460

ENVELOPES CONTAINING BIDS MUST BE IDENTIFIED AS BID #16-110



Hirut Darge, Purchasing Agent

PUBLISH: City Website & DemandStar
January 28, 2016

PURCHASE 2 MVA STEP-UP PADMOUNT TRANSFORMER

IFB # 16-110

TENTATIVE BID SCHEDULE

Listed below are the tentative dates and times of the project and schedule by which the actions noted must be completed. If the City finds it necessary to change any of these dates and/or times, the change will be accomplished by addenda. All dates and times are subject to change at the City's discretion.

ACTION

COMPLETION DATE

Final Questions Due

February 9, 2016, 2:00 PM

Addenda Published

February 12, 2016, by 3:00 PM

Proposals Due

March 1, 2016, 3:00 PM

SECTION 1 – SCOPE OF WORK

**CITY OF LAKE WORTH
TECHNICAL SPECIFICATIONS
PURCHASE 2 MVA STEP-UP PADMOUNT TRANSFORMER
Rev.000**



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1. SCOPE

- 1.1. The purpose of this specification is to provide quantity 1 (one), three phase, outdoor type, pad-mounted step-up transformer for the use of a 2MW DC solar farm grid tie.

2. BIDDER PREQUALIFICATIONS

- 2.1. The bidder must show proof of having manufactured at least ten (10 ea.) similar units in design and same MVA rating or bigger, in the last five years that were successfully installed.

3. GENERAL

- 3.1. The transformers shall be of the highest commercial quality as to material, workmanship, and design.
- 3.2. The transformer shall be designed, manufactured, and tested in accordance with the current standards of ANSI/IEEE and NEMA, except where specific requirements of these specifications conflict with these standards.
- 3.3. All materials and equipment shall be new and of high quality. The basic specifications are:
 - 3.3.1. 2 MVA.
 - 3.3.2. Temperature Rise: 65 degree average winding rise.
 - 3.3.3. Cooling Class: KNAN or ONAN.
 - 3.3.4. Frequency: 60 Hz.
 - 3.3.5. Duty Cycle: Designed for step-up operation.
 - 3.3.6. Elevation: Designed for operation at or less than 1000 m (3300 ft.) above sea level
 - 3.3.7. Sound Level: NEMA TR1 Standard

4. RATINGS

- 4.1. The transformer shall be designed to operate at a frequency of 60 Hz.
- 4.2. The transformer shall be capable of continuously transforming the minimum MVA rating, as stated in Paragraph 3.3.1, self-cooled at rated voltage and frequency without exceeding an average winding temperature rise of 65° C.
- 4.3. High Voltage winding shall be 26,400GY/15240 Volts
 - 4.3.1. The High Voltage windings shall be Wye connected with the neutral solidly grounded externally.
 - 4.3.2. Primary Configuration: Dead Front, Radial
- 4.4. The Low Voltage winding shall be 480Y/277 Volts.
 - 4.4.1. The Low Voltage windings shall be Wye connected.

5. DESIGN REVIEW

- 5.1. The manufacturer shall provide CLW with all the design data.
- 5.2. CLW Engineering staff will be reviewing the design data provided by the manufacturer.
- 5.3. At CLW's discretion, CLW may ask the manufacturer to have web conference meetings to discuss the design of the transformer and any other aspect related to these specifications. On these conference meetings, CLW may ask the manufacturer to have the design engineer(s) available to discuss the design with CLW's engineers.

- 5.4. Under no circumstance, the manufacturer shall have any authority to change the design agreed upon without consulting with CLW's project engineer(s).
- 5.5. The manufacturer shall not start manufacturing the transformer until all the design data has been reviewed by CLW and they receive authorization to proceed from CLW's project engineer(s).

6. INSULATION LEVELS

6.1. The winding insulation levels shall be as follows in Table 1:

Table 1 - Transformer Winding Insulation Levels

WINDING INSULATION LEVELS		
Winding	Rated Voltage	Basic Impulse Level (BIL)
High Voltage	25 kV	125 kV
Low Voltage	1.2 kV	30 kV

7. SURGE ARRESTERS

7.1. No Surge arresters are required as part of the transformer build

8. LOAD BREAK SWITCHING

- 8.1. 15-38 kV, 300A 2 Position
- 8.2. Inserts: 25 kV, 125 kV BIL load-break inserts (Qty: 3)

9. OVERCURRENT PROTECTION

High Voltage:

- 9.1. Bayonet fuse in series with Partial-Range Current-Limiting Fuses (Qty: 3)
- 9.2. Expulsion fuses: Bayonet fuses (Qty: 3)
- 9.3. Bayonet Holder
- 9.4. Copper Bayonet Fuse Holder (Qty: 3)

10. GAUGES AND ACCESSORIES

The transformer shall be equipped with the following:

- 10.1. Liquid level gauge
- 10.2. Thermometer, dial-type Schrader valve
- 10.3. Pressure relief device, 50 SCFM
- 10.4. Drain valve with sampler in LV Compartment (1")

11. HIGH VOLTAGE BUSHINGS

- 11.1. 25 kV Voltage Class
- 11.2. 200 Amp wells and Elastimold inserts installed

12. LOW VOLTAGE BUSHINGS

- 12.1. 1.2 kV Voltage Class
- 12.2. Integral aluminum 12-hole spade bushing(s) (Qty: 4)
- 12.3. Bushing Supports: Standard LV Bushing Support Assembly

13. TAP CHANGER FOR DE-ENERGIZED OPERATION

- 13.1. The High Voltage winding Tap Changer shall be rated for 100 Amp operation
- 13.2. The High Voltage winding shall be equipped with five (5) no-load tap positions. Refer to Table 2 below.
 - 13.2.1. One (1) at rated voltage
 - 13.2.2. Two (2) 2.5% taps above and below rated voltage
 - 13.2.3. Two (2) 5% taps above and below rated voltage

Table 2 - HV Side NLTC

HV Side NLTC		
No-Load Tap Position	+/- % Rated Voltage	Voltage (kV)
A	+ 5%	27.72
B	+ 2.5%	27.06
C	Rated HV	26.4
D	- 2.5%	25.74
E	- 5%	25.08

- 13.3. It shall be lockable.
- 13.4. An interlock circuit to prevent operation while the transformer is energized shall be included.
- 13.5. The tap changer handle shall have provision for padlocking in any tap or rated voltage position, and shall provide visible indication of the tap position without unlocking.
- 13.6. A stainless steel nameplate shall be permanently attached next to the operating handle which says "WARNING – DO NOT OPERATE THIS TAP CHANGER WHEN TRANSFORMER IS ENERGIZED".

14. TANK ACCESSORIES

- 14.1. Nitrogen Blanket
- 14.2. IEEE standard two-hole ground pads (Qty: 3)

15. COVER

- 15.1. Bolted cover with handhole

16. INSULATING OIL

- 16.1. The transformer oil and oil used at the factory shall be Non-PCB oil. The manufacturer shall certify on the transformer test report that all oil used in processing and testing the transformer had a “non-detectable” content of polychlorinated biphenyl (PCB’s) as determined by test method ASTM D4059 – 00 (2010) and in accordance with current EPA Regulations.
- 16.2. Acceptable insulating oil include mineral oil, Envirotemp FR3, or equivalent

17. PAINT

- 17.1. Appropriate transformer paint is Munsell Green (Munsell 7GY 3.29/1.5) topcoat or equivalent

18. NAMEPLATE

- 18.1. A nameplate shall be provided and shall be fabricated from stainless steel and attached with stainless steel hardware.
- 18.2. The nameplate shall be as per latest revision of ANSI/IEEE C57.12.00, Paragraph 5.12.
 - 18.2.1. Nameplate C shall be used on transformers rated above 500 kVA.

19. DRAWINGS

- 19.1. Drawings shall be submitted to the project engineer(s) for approval before manufacturing of equipment.
- 19.2. Approval drawings for the transformer shall be submitted and shall include the following:
 - 19.2.1. Transformer outline drawings showing physical dimensions, weights, center of gravity, and location of all accessories
 - 19.2.2. Nameplate drawing.
 - 19.2.3. All schematic and wiring diagrams.
 - 19.2.4. HV, LV, N, and core ground bushings
 - 19.2.5. All gauges
 - 19.2.6. Switches

20. INSTRUCTION BOOKS

- 20.1. The manufacturer shall provide two (2) instruction books and a PDF copy.
- 20.2. These instruction books shall contain information on receiving, storing, assembly, routine maintenance, and testing of the transformer.
- 20.3. A complete set of OEM final drawings shall be included in the back of the instruction books
- 20.4. The instruction books shall include but not be limited to the following:
 - 20.4.1. Table of contents and index tabs
 - 20.4.2. Specifications and test data
 - 20.4.3. Instructions in the methods of receiving, inspection, storage and handling
 - 20.4.4. Complete installation and maintenance instructions
 - 20.4.5. Assembly drawings
 - 20.4.6. Parts lists
 - 20.4.7. Nameplate information and shop order numbers for each item of equipment and component part

21. DELIVERY SCHEDULE

- 21.1. Prior to shipment, the project engineer(s) shall receive a notice of proposed delivery timeline

22. WARRANTY

- 22.1. It is the responsibility of the vendor/manufacturer to offer the warranty specifications for evaluations.

END OF SECTION 1 – SCOPE OF WORK

SECTION 2 - INSTRUCTIONS TO BIDDERS

To ensure acceptance of your bid, Bidders must comply with the following instructions:

1. HOW TO SUBMIT A BID:

a. **The one (1) original and three (3) copies** of your bid must be submitted in a sealed envelope, marked on the outside lower left-hand corner of the envelope with the Bid number, title, and date and hour bids are scheduled to be received. Sealed bids shall be mailed or hand-delivered to:

**City of Lake Worth
Finance Office, 2nd Floor
7 North Dixie Highway
Lake Worth, FL 33460**

b. Time is of the essence and any bid received after the closing date and time indicated on the cover of this IFB, whether by mail or otherwise, will be returned unopened and will not be considered. The time of receipt shall be determined by the time clock located in the Finance Office. Bidders are responsible for insuring that their bid is stamped by City personnel by the deadline indicated. The City shall in no way be responsible for delays caused by any occurrence.

c. Bids submitted by telephone, telegram facsimile or email shall not be accepted.

d. Submission of a Bid implies a full understanding of this IFB. Any misunderstanding as to such terms by the Bidder will not relieve the Bidder from performance.

e. This IFB consists of this document along with all plans, drawings and/or technical specifications incorporated or attached to this IFB, all of which are incorporated herein by this reference.

2. THE BID PACKAGE. Each bid submitted in response to this IFB shall contain the following documents:

- B1 Bid Package Cover Sheet
- B2 Bid
- B3 Schedule of bid items
- B4 Schedule of Subcontractors
- B5 Vendor Verification
- B6 List of References
- B7 Affidavit of Prime Bidder Re Non-Collusions
- B8 Drug Free Certification

AVOID BID REJECTION: Bids may be rejected for noncompliance to requirements after review by the Procurement Office. All bids must be submitted on the provided Bid forms and **signed in ink by an officer authorized to bind the Bidder where applicable.**

3. COMPLETION OF BID SUBMISSION PACKAGE.

a. It is the responsibility of the bidder to insure that all pages are included. All Bidders are advised to closely examine this IFB.

b. **All bids must be submitted on the provided Bid forms.** Bids submitted on Bidder's letterhead or quotation forms will not be accepted.

c. Bid forms must be neatly written in ink or typed, and must be signed in ink by an officer or employee having authority to bind the bidder (where a signature is required). **Failure to submit a duly signed bid shall be cause for rejection of the bid.**

4. ERRORS/ERASURES/CORRECTIONS

a. **Bids having erasures or corrections must be initialed in ink by the Bidder.** If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it and initial the correction. Any illegible entries, pencil bids or corrections not initialed may not be accepted.

b. In the event of mathematical extension error(s), the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of addition errors, the extended line item will prevail and the bidder's total will be corrected accordingly.

c. Bidders shall not be allowed to modify their bids after the bid opening time and date. Bid files may be examined during normal working hours, after bid opening, by appointment only.

d. Bidder represents that it has taken all necessary steps to ascertain the nature and location of the work and that it has investigated and satisfied itself as to the general and local conditions which can affect the performance of the work, including: (i) conditions relating to access, egress, transportation, debris disposal, parking and storage of materials; (ii) availability of labor; and (iii) physical conditions at the site. Any failure by Bidder to take these steps will not relieve the Bidder from the responsibility for estimating properly the difficulty and cost of successfully performing the work without additional expense to Owner.

5. BID PRICES. All prices shall remain valid for **ninety (90) days** after the date of bid closing or other time stated in the Special Terms. Prices must be stated in the units specified on the Bid form. Bidders may offer a cash discount for prompt payment; however, such discounts should not be considered in the unit price bid unless otherwise specified in special conditions.

6. SUBSTITUTIONS. If Bidder wishes to offer a substitution for a specified item of materials or equipment, the proposed substitution must be listed on the Substitution Sheet. In each case, the difference in price between the base bid and the price for the proposed substitution shall be specified or if there is no price difference that shall be specifically indicated. The Bid shall reflect the Bidder's price for the item specified in the Schedule of Bid items; not the proposed substitution. The best value bid will be established considering the base Bid, not any proposed substitution.

7. SUBCONTRACTING. If a Bidder intends to subcontracts any portion of the work, the Schedule of Subcontractors form must be fully completed and submitted with the bid. The name, address, phone number and extent of work and value of the work to be performed should be included for all sub-contractors. The City reserves the right to reject any bid if the bid names a subcontractor who has previously failed in the proper performance of an award, or failed to deliver on time contracts of a similar nature, or who is not in a position to perform under this award. The City reserves the right to inspect all facilities of any subcontractor in order to make a determination as to the foregoing.

8. CERTIFICATION AND LICENSES. Bidder must include with its bid package a copy of all applicable certificates and licenses and a current Business Tax Receipt in the name of the Bidder submitting the Bid from the County in which the Bidder's principal place of business is located. If awarded the contract, any Bidder who is not required to have a Business License from the City will be required to obtain a Certificate of Registration from the City of Lake Worth prior to contract execution.

9. NO LOBBYING – CONE OF SILENCE. In accordance with the Palm Beach County Lobbyist Registration Ordinance and Section 2-112(k) the City's procurement code, the City's procurement cone of silence will be in effect as of the due date for proposals in response to this IFB. A complete copy of the

City's procurement code is available on-line at municode.com under the City's code of ordinances (sections 2-111 – 2-117). All Bidders are highly encouraged to review the same. In summary, the cone of silence prohibits communication between certain City officials, employees and agents and any entity or person seeking to be awarded a contract (including their representatives, lobbyists and potential subcontractors). The cone of silence terminates at the time of award, rejection of all response or some other action by the City to end the selection process

10. **CONFLICT OF INTEREST AND ETHICS REQUIREMENTS.** This IFB is subject to the State of Florida Code of Ethics and the Palm Beach County Code of Ethics. Accordingly, there are prohibitions and limitations on the employment of City officials and employees and contractual relationships providing a benefit to the same. Bidders are highly encouraged to review both the Florida Code of Ethics and the Palm Beach County Code of Ethics in order to insure compliance with the same.

Further, any Bidder coming before the City Commission for an award of a contract and who has made an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) to any elected official of the City Commission, who is a current sitting member of the Commission, must disclose such election campaign contribution, verbally and in writing, in their responsive proposal to this IFB.

11. **PUBLIC ENTITY CRIMES.** Pursuant to section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a bid to the City as agent for the ECR Board for 36 months following the date of being placed on the convicted vendor list.

12. **INQUIRIES AND ADDENDA.** Any and all inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue, must be directed in writing, by US mail, fax or email to:

Hirut Darge, Purchasing Agent
City of Lake Worth, Finance Office
7 N. Dixie Hwy.
Lake Worth, FL 33460
E-mail: hdarge@lakeworth.org
(561) 586-1651

Any addenda or other modification to the Bid documents will be issued by the City prior to the date and time of Bid closing, as a written addenda distributed to all prospective bidders who have obtained the bid package directly from the City or its authorized representative. Such written addenda or modification shall be part of the Bid documents and shall be binding upon each Bidder. Each Bidder is required to acknowledge receipt of any and all addenda in writing and submit with their bid. No Bidder may rely upon any oral or verbal modification or interpretation in preparing its bid. No interpretation of this IFB will be made for any bidder, except by written addendum.

13. **ACCEPTANCE; REJECTION; CANCELLATION.** In accordance with the City's procurement code, this IFB may be cancelled and may or may not be re-bid when determined to be in the best interests of the City. Any or all bids may be accepted or rejected in whole or in part, when determined to be in the best interests of the City. The City also reserves the right to reject the bid of any Bidder who has previously failed in the performance of an award or to deliver contracts of a similar nature on time or who is not in a position to perform properly under this award. The City reserves the right to inspect all facilities of bidders. Any bid received without an authorized signature or past the submittal deadline will be rejected.

Any withdrawal or cancellation of this Invitation for Bid, either before or after selection of a bidder, shall be without liability or obligation on the part of the City or its employees. Any action, selection or failure to

select a successful bidder to this Invitation for Bid shall be without any liability or obligation of the part of the City or its employees.

The City reserves the right to waive any non-material irregularities and technicalities, except timeliness and signature requirements. Additionally, bids may be considered irregular and may be rejected if the bid: 1) does not strictly conform to the requirements of this IFB; 2) is incomplete; 3) any Bid Form is altered; 4) contains additions not called for; 5) is conditional; 6) contains prices that are, in the opinion of the City, unbalanced either in excess or below the reasonable cost analysis values; 7) bids is in excess of the approved budget for the project.

14. SELECTION OF BIDDER WITH WHOM TO CONTRACT. The selection of a bidder with whom to contract shall be based on the “best value” to the City using the following criteria:

1. Qualifications;
2. Skill and experience based on reference verification;
3. Amount of the bid in relation to the needed goods & services and in relation to other bids received; and,
4. Adherence to the specifications and requirements of the IFB.

The above criteria are equally weighted.

15. POSTING OF AWARD TABULATIONS. The selected bidder will be notified in writing with intent to award a contract. Recommended awards will be available for review by interested parties at the Finance Office.

16. CONTRACT. The City and successful bidder will be contractually bound only if and when a written contract between the parties is executed by the City. In the event a contract is not executed with the selected bidder and City reserve the right to select the next “best value” bidder based on the bid tabulation and to contract with said bidder.

17. PROCUREMENT CODE. The City’s Procurement Code, sections 2-111 to 2-119 of the City’s Code of Ordinances, shall govern this IFB. If there are any inconsistencies between this IFB and the Procurement Code, the Procurement Code shall take precedence.

18. COSTS. All costs incurred by any party in responding to this Invitation for Bid are the sole responsibility of the Bidder including any costs, fees or expenses associated with a protest.

19. PROTEST PROCEDURE. *Please see* section 2-115 of the City’s Procurement Code for the procedure.

20. CITY IS DOCUMENT GATEKEEPER. This IFB is issued directly by the City and the City shall be the sole distributor of all addenda and/or revisions to these documents. It is the responsibility of the Bidder to confirm the legitimacy of procurement opportunities or notices directly with the Finance Office. The City is not responsible for any solicitations advertised by subscriptions, publications, websites (other than the City’s) or other sources not connected with the City and the Bidder should not rely on such sources for information regarding any solicitation made by the City of Lake Worth.

21. SMALL BUSINESS AND LOCAL BUSINESS PREFERENCE. Section 2-117 of the City’s Procurement Code shall govern the application of a small business and/or local business preference for this IFB. **Documentation to support a Bidder as a Small Business and/or Local Business must be submitted with a Bidder’s bid in response to the IFB.** Documentation submitted after the bid deadline will be rejected.

22. PROPERTY OF THE CITY. All materials submitted in response to this IFB become the property of the City. The City has the right to use any or all ideas presented in any response to this IFB, whether amended or not, and selection or rejection of a proposals does not affect this right. No variances to this provision shall be accepted.

23. DISCLOSURE AND DISCLAIMER. The information contained herein is provided solely for the convenience of the Bidders. It is the responsibility of each Bidder to assure itself that information contained herein is accurate and complete. Neither the City, nor its advisors provide any assurances as to the accuracy of any information in this IFB. Any reliance on the contents of this IFB regarding the project or scope of thereof, or on any oral communications with City representatives or advisors, shall be at each Bidder's own risk.

Bidders should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. This IFB is being provided by the City without any warranty or representation, express or implied, as to its content; accuracy or completeness and no Bidder or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any bid or proposal conforming with these requirements will be selected for consideration, negotiation or approval.

Any action taken by the City in response to bids or proposals made pursuant to this IFB or in making any award or failure or refusal to make any award pursuant to such bids or proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the City, or their advisors.

Any recipient of this IFB who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this IFB is at the sole risk and responsibility of the party submitting such proposal.

24. COMPLIANCE. All bids or proposals received in accordance with this IFB shall be subject to applicable Florida Statutes governing public records including without limitation Chapter 119, Florida Statutes.

END OF SECTION 2 - INSTRUCTIONS TO BIDDERS

BID PACKAGE COVER SHEET

IFB # 16-110

Project Title: PURCHASE 2 MVA STEP-UP PADMOUNT TRANSFORMER

Bidder Company Name:

.....

Enclose the following documents:

- _____ 1. Bid Package Cover Sheet (B1)
- _____ 2. Bid (B2) **Must be signed**
- _____ 3. Schedule of Bid Items (B3) **Must be signed**
- _____ 4. Schedule of Sub-contractors (B4) - If none, mark "none".
- _____ 5. Contractor Verification (B5) - Check the license and insurance requirements to ensure that you will comply and attach copies of current licenses.
- _____ 6. List of References (B6)
- _____ 7. Affidavit of Prime Bidder Re Non-collusion (B7)
- _____ 8. Drug Free Certification (B8)

Clearly mark the outside lower left corner of the Envelope with the Invitation for Bid number and title, and the Date and Time for the bid closing deadline.

THIS PAGE AND THE FOLLOWING PAGES ARE TO BE RETURNED WITH YOUR BID.

Submit ONE (1) ORIGINAL and THREE (3) PHOTOCOPIES of your Bid package.

AVOID BID REJECTION:

All bids must be submitted on the provided Bid forms with each form completed and signed where requested. Signatures must be in ink and by a person authorized to bind the Bidder.

2 MVA STEP-UP PADMOUNT TRANSFORMER

BID

IFB # 16-110

Proposal of: _____
(Bidder Name)

Lump Sum Bid Amount: \$ _____

(Write Dollar Figure Here)

By signing the foregoing, the Bidder agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary for the performance and completion of the work for the amount indicated above.

The undersigned Bidder hereby declares that:

1. This bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.
2. The Bidder has carefully and to his full satisfaction examined the attached Scope of Work, Special Terms, General Conditions, technical specifications, and form of bonds, if applicable, together with the accompanying plans, and Bidder has read all issued addenda issued.
3. Bidder has made a full examination of the site and is familiar with the site conditions that may impact its performance.
4. Upon receipt of a Notice of Intent to Award the contract the Bidder shall: 1) commence obtaining a Performance Bond, Labor and Material Bond, and Certificate(s) of Insurance and 2) commence obtaining a Certificate of Registration or Business License for engaging in business from the City, as such documents are required to commence the work.
5. Bidder understands that the contract time starts on the date of Notice to Proceed.
6. Bidder furthermore agrees that, in case of failure on his/her part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the offer to contract may be withdrawn and the check, bond, or other security accompanying his bid and the money payable thereon, shall become the property of the City, by forfeit as agreed liquidated damages.
7. The Bidder states that this bid is the only bid for this project in which Bidder is interested; and Bidder shall not be a sub-contractor or sub-subcontractor on this project.
8. Small Business participation goal for this project is 15%.

9. The following officer, director or agent of the Bidder is also an employee of the City of Lake Worth.

Name Address

10. The following employee(s) of the City of Lake Worth, either directly or indirectly, an interest of 10% or more of Bidder or its affiliates or subsidiaries:

Name Address

11. Bidder and all affiliates, suppliers, subcontractor or consultants who will perform the Work have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within the 36 months immediately preceding the date of this Bid.

12. Bidder acknowledges that ADDENDA NO(S). _____ have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.

13. By signing and submitting this Bid, Bidder represents that all Bid Forms are fully complete and accurate.

14. Bidder acknowledges that the Bid may be rejected if all Bid Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.

Name of Bidder: _____

HQ Address: _____ ST _____ Zip _____

Phone: (_____) _____ Email: _____

FEIN: _____ State of Incorporated: _____

Print Name: _____ Title: _____

SIGNATURE: _____ Date: _____

Sales Office: _____ ST _____ Zip _____

Sales Contact Name: _____ Title: _____

Phone: (_____) _____ Email: _____

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

(B3)

2 MVA STEP-UP PADMOUNT TRANSFORMER

IFB# 16-110

SCHEDULE OF BID ITEM

In accordance with the scope of work and specifications noted in this IFB document, following is the fixed price to provide all required services:

Items	Qty.	Unit Price
2 MVA STEP-UP PADMOUNT TRANSFORMER	1	\$

Name of Bidder: _____

Address: _____ ST _____ Zip _____

Phone: (____) _____ Email: _____

Print Name: _____ Title: _____

SIGNATURE: _____ Date: _____

2 MVA STEP-UP PADMOUNT TRANSFORMER

IFB # 16-110

VENDOR VERIFICATION FORM

PRIME BIDDER:

Name of Firm: _____

Address: _____

Telephone: () _____

Fax: () _____

Email: _____

COMPANY PRINCIPAL:

Name: _____

Address: _____

Telephone: () _____

Email: _____

State License # _____ **(ATTACH COPY)**

County License # _____ **(ATTACH COPY)**

Type of License: _____

Unlimited _____ (yes/no)

If "NO", Limited to what trade? _____

Is the Licensee a full-time employee of Prime Bidder?

_____ Yes _____ No

Will the Licensee be in responsible charge of the work performed and installed under this contract?

_____ Yes _____ No

City License: **(ATTACH COPY OF CITY REGISTRATION OR BUSINESS TAX RECEIPT – May be obtained from City Construction Services)**

Failure to fully or accurately complete this form may be cause for rejection of the bid.

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LIST OF REFERENCES

1. Owner's Name & Address: _____

Contact Person: _____

Telephone: () _____ Fax: () _____ E-Mail: _____

2. Owner's Name & Address: _____

Contact Person: _____

Telephone: () _____ Fax: () _____ E-Mail: _____

3. Owner's Name & Address: _____

Contact Person: _____

Telephone: () _____ Fax: () _____ E-Mail: _____

2 MVA STEP-UP PADMOUNT TRANSFORMER
IFB# 16-110

AFFIDAVIT OF PRIME BIDDER
Re Non-collusion and Public Entity Crime

State of _____ }
County of _____ }

_____, being first duly sworn, disposes and says that:
(Name)

1. I am the _____ of _____, the
(Title) (Name of Company)
Bidder that has submitted the attached bid;
2. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Lake Worth, or any person interested in the proposed Contract; and
5. The following Officer, director or agent of Bidder is also an employee of the City of Lake Worth.
_____ (if none, write "None").
6. The following employees of the City of Lake Worth, own, directly or indirectly, an interest of 10% or more in Bidder firm or any of its affiliates or subsidiaries: _____ (if none, write "None").
7. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
8. Neither the Bidder nor any officer, director, partner, shareholder, employee, member or agent, who is active in the management of Bidder, or any affiliate or subsidiary of Bidder has been convicted of a public entity crime or action regarding antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation with respect to any bid or contract for goods or services to be provided to any public entity, or has been listed on the state Convicted Vendor List, within thirty-six months prior to the date of Bidder's Bid.

(Signed) _____

(Print Name) _____

(Title) _____

The foregoing Affidavit of Bidder regarding Non-Collusion and Public Entity Crime was acknowledged before me

This ____ day of _____, 2014 by _____, who is _____
(title) of _____ and who is personally known to me or who has produced
_____ as identification.

Notary Public

2 MVA STEP-UP PADMOUNT TRANSFORMER

IFB# 16-110

DRUG FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities, or contractual services that are under bid, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty, or *nolo contendere* to any violation of Chapter 1893, or of any controlled substance law of the United States, or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance, or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidders Authorized Signature

Print Name: _____

Date