

Chain of Lakes City  
*Centennial*



*Celebration*  
1911 - 2011

June 23, 2011

**INVITATION TO BID**  
ITB-11-66

**Sealed Bids** marked "**SEALED BID – PORTABLE TRAILER MOUNTED GENERATORS**" will be received by the City of Winter Haven until **2:00 P.M., July 13, 2011**, at the office of the Procurement Services Division, 401 6<sup>th</sup> St. SW, Winter Haven, Florida 33880, for the following:

**Furnish and deliver (four) 4 Portable Trailer Mounted Generators**

At that time, bids will then and there be publicly opened and read aloud in the Procurement Services Office.

The generators specified shall be furnished in accordance with the Invitation To Bid, Specifications, and Terms and Conditions attached hereto and made a part hereof as if fully set forth herein and any other documents prepared for this bid.

**Questions concerning this bid must be submitted in writing on or before 3:00 p.m., July 6, 2011 to Kim Hansell at [khansell@mywinterhaven.com](mailto:khansell@mywinterhaven.com) Questions received after this time may not be answered.**

Bidders shall submit bids on the Proposal and Bid form furnished by the City. Please note the NON-COLLUSION AFFIDAVIT OF PRIME BIDDER form which must also be completed. **W-9** must be attached to the bid when returned by the responding vendor. Payment will be rendered to the name and ID appearing on the W-9.

The City of Winter Haven reserves the right to reject any and all bids, to waive informalities, to re-advertise, and to enter into a contract determined to be in its best interest, in accordance with the Terms and Conditions referenced herein above.

Sincerely,

CITY OF WINTER HAVEN

Bob Bishop  
Procurement Services Division Director

Enclosures

Procurement Services 401 6<sup>th</sup> St SW, Winter Haven, FL 33880 Ph 863.291.5664 Fax 863.291.5666

### Three (3) ea 30kW Mobile Generator Sets

The complete self-contained portable diesel engine generator electric system shall be furnished and delivered with fuel tank, powder coated aluminum enclosure, direct mounted alternator to engine, generator set control panel, and all accessories necessary for a complete and operable trailer mounted Generator set. All materials and parts shall be new. Each component shall be of current design from the manufacture regularly engaged in the production of such equipment. The set shall be of a standard model in regular production at the manufacturer's place of business. The set shall be of a type that complies with the latest edition of the National Electrical Code, all applicable state, local, and federal codes and be approved by Underwriters Laboratories.

The material and workmanship used in the manufacture of this equipment shall be of the highest quality consistent with the current standards for like equipment, the equipment shall be manufactured in such a manner so as to conform to the latest applicable IEEE, ANSI, ISA, NEMA, and EEIA Standards.

Genset shall be powered by a John Deere, Caterpillar, KMC/Generac, or equal liquid cooled compression ignition diesel engine. Engine shall be a minimum EPA tier III compliant, in-line four cylinder, turbocharged four stroke, direct injected, and electronically governed. Engine shall be fitted by the genset manufacturer with a radiator with overflow bottle, heavy duty dry type air cleaner, 12-volt starter and 70-amp belt driven battery charging alternator. Engine shall be rated to provide full power at an ambient temperature of 40°C with no loss of power. The engine shall be fitted with drain lines for engine oil and coolant, both extended to the exterior of the enclosure, with ball valves for ease of maintenance. The engine shall be equipped with a thermostatically controlled jacket water heater rated for 1500watts, 120vac, and 1ph. Each heater hose shall have a ball valve installed to allow service to the jacket water heater without draining of all of engine coolant.

The alternator shall be of the latest commercial type and manufactured by Marathon Electric, Caterpillar, Generac, or equal. Design configuration shall be four-pole, 12-lead reconnectable, brushless, single bearing and include a PMG excitation with a DVR 2000E automatic solid state voltage regulator or approved equal that is true RMS 3 phase sensing, , Soft-Start Ramp on Initial Start-up, Engine Unloading, Overvoltage Shutdown, VAR/PF Controller, Encapsulated Design, Auto/manual Mode, . Alternator shall have class 'H' insulation and be rated to provide full output at 40°C at a temperature rise of 130°C. Standby duty rated at 30kW, 38 kVA @ 1800 RPM. Prime duty rated at 27 kW, 34 kVA @ 1800 RPM, and 0.8 power factor.

Engine and alternator assembly shall be mounted on heavy duty vibration isolators and cross-members which are to be mounted directly to the trailer bed as described below. The engine radiator must be filled to full capacity with the engine manufacturers recommend 50/50 mix coolant.

Owner's manuals for all primary components must be provided in a plastic box mounted inside the weather-proof enclosure. One additional copy of the O & M manuals will be included and furnished to the owner upon delivery of unit. Manuals to include manufacturer's operating and maintenance instructions, unit electrical wiring schematics (AC and DC), make, model, serial numbers of both the engine and the generator set. Include information such as fuel, air, and oil filter part numbers, recommended spare parts, etc.

The entire generator set package, including the trailer shall be covered by a two (2) year or 1,500 hour warranty provided through the genset manufacturer. No warranties through multiple manufacturers will be accepted. Generator to be transported by and to the authorized serving dealer for warranty repairs during normal business hours.

Control panel shall be a solid state microprocessor based open protocol generator set controller with a large LCD display and event recording. The operational functions to be displayed are: oil pressure, coolant temperature, AC volts, AC amps per phase, hertz, DC volts, fuel level and run-time. The controller shall be programmed to provide safety shutdown for over & under voltage, over & under speed, low oil pressure, high coolant temperature, and low-fuel level. The controller is to be equipped with a manual emergency/lockout pushbutton shut down switch. The controller shall be J1939 canbus communication capable and NFPA110 stage one compliant. Control panel shall have available seven (7) inputs and four (4) outputs for additional communication. The controller is to be mounted internally in the enclosure with weather proof lockable access door. A voltage adjustment shall be provided in the panel to adjust voltage in all voltage positions.

The controller is to be mounted internally in the enclosure with weather proof lockable access door. A voltage adjustment shall be provided on the panel to adjust voltage in all voltage positions.

Generator set must have a 150-amp mainline circuit breaker mounted to the side of the alternator in an aluminum box and shall contain a 12vdc shunt trip to trip on any common fault.

Complete diesel engine generator set including control panel, engine starting batteries and charger shall be mounted within the factory assembled weather-proof aluminum enclosure. The enclosure must be constructed of .080 marine grade aluminum and have a white powder coat finish applied by the manufacturer on both the exterior and interior walls. The enclosure shall be insulated with sound attenuation foam manufactured by Polymer Technologies, type PAFD-XXX BU black urethane or equal. The insulation shall be resistant to high temperatures, fuel, and oil. The enclosure is to have hinged, removable, keyed alike doors. The sound attenuated enclosure noise level is not to exceed 73-75dba @ 21 feet.

The exhaust plenum chamber shall be insulated with a melamine foam manufactured by Polymer Technologies, type PF-050-RAF or equal with foil face. All insulation foam is to be flame retardant and recognized by Underwriters Laboratory.

The interior of the enclosure shall be fitted with an 8-watt 12-volt DC fluorescent lamp controlled with a 60-minute timer switch that shuts off the lights after 60 minutes.

The generator set critical grade exhaust silencer shall be mounted within the confines of the turn hood of the enclosure assembly. The flexible exhaust connection from the engine to the exhaust silencer must be stainless steel. All cooling and exhaust must exit vertically from the enclosure. The exhaust silencer outlet stack pipe shall be fitted with an aluminum rain cap.

A two-wire connection shall be provided on the exterior rear of the enclosure in a weather protective box for connection to an automatic transfer switch.

The generator assembly shall be fitted with an electronic current limiting battery charge rated at 6-amp 12 VDC output to automatically charge batteries. The charger shall be dual charge rate with automatic switching to boost rate when required. The battery charger shall be so designed that it shall not be damaged during engine cranking period. The cord of the battery charger and the jacket water heater shall not be cut but shall be long enough to reach a standard, NEMA 3R, duplex receptacle and box that is mounted on the interior of the package. The duplex shall be powered through a 120-volt, single phase, 15 amp male connector extend to the exterior of the rear enclosure or approved equal, with weather-proof cover. The generator set shall be provided with a group 24/12-volt sealed wet cell battery(s) of not less than 135 AH with sufficient capacity to provide 90 seconds total cranking time without recharging. It shall be mounted in a rack with J-Bolt hold down bolts. The battery shall be rated at a minimum of 48 month full replacement life cycle. Battery(s) shall be located for easy removal and servicing.

The generator set shall have safety labels applied in accordance with the requirements of UL2200.

All AC output shall be routed through a manual voltage selection switch configured to provide:

- 30kW at 120/240, 3-phase
- 30kW at 120/208, 3-phase
- 30kW at 277/480, 3-phase
- 29.5kW at 120/240, 1-phase

Power output connectors shall be provided on the rear exterior face of the generator set enclosure. The connectors shall be of a Cam-Lok style with a total rating of 400-amps. Additional receptacles shall be provided:

- 4 x 20 amp, 120-volt
- 1 x 30-amp, 120-volt
- 1 x 30-amp, 250-volt
- 1 x 50-amp, 250-volt

All power outlets shall have weather-protective covers.

Additional outlets shall be provided with 2 x 20-amp single phase GFCI receptacles and 2 x 20-amp breaker protected receptacles.

A 125-amp load center will be mounted within the enclosure providing breakers of:

- 2 x 20-amp, 120-volt single pole tandem
- 1 x 30-amp 120-volts single pole
- 1 x 30-amp, 250-volt 2 pole
- 1 x 50-amp, 250-volt 2 pole
- 1 x 60-amps, 250-volt 2 pole

A 5 wire, 200amp free air rated, 1C, 600/2000V 90 degree C, SO Cable shall be provided with a Russellstoll type plug model JPS 2044 FR. No exceptions. The cable shall be a minimum of 30 feet in length as measured from the storage box to the end of the Russellstoll plug. Conduit shall be ran from the cable storage box to the rear of the machine where Five (5) Male twist lock, 400amp rated connectors shall be applied. Additional cable length shall be supplied to provide connection to the rear connection points without any strain or binding of the male cable twist lock connectors to the power outlet connectors of the machine. The male connectors shall match the power outlet connectors of the machine and if not used stored in a tray at rear of machine.

The generator set shall be mounted on a DOT approved single-axle 3,500# trailer. The trailer shall have:

- A 4' x 8' diamond plate bed plate.
- Shall be DOT approved with proper serial number data plate indicating weight capacity.
- A pintle ring towing connection shall be provided (no exceptions). Trailer will have all necessary safety equipment to include but not limited to 30" safety chains, fenders, and DOT lighting package with standard round 7 pin flat blade wired hitch receiver, and a cable storage box adequately sized to store 30+ feet of cable with connector as indicated above with the lid shut and locked. Cable storage box shall also be modified to allow for the cable to come out of the storage box on the driver side and have the lid shut and be locked. Special attention needs to be given to where the cable comes out of the storage box to ensure no damage is made to the cable.
- An integral minimum 75 gallon fuel tank sized for minimum 24 hour fuel supply. Tank will be finished painted with a U-Pol's top-class super-tough durable 2-pack urethane coating or equal. Paint is to protect against surface rust, corrosion, salt, damp and extreme temperatures. Finish paint is to be stain-proof, U.V. resistant, waterproof, and carry same two (2) year warranty. The final finish shall not only be applied to the tanks sides and top but also be applied to the tank's underside. The subbase fuel tank shall also include but not be limited to suction, return, tank drain, fittings with key lockable Fuel filler cap. Tank to include a manual fuel level gauge and fuel level sender to annunciate panel of a low fuel level alarm when the fuel level reaches 10% of tank capacity.
- Tires shall be minimum load range C – 6 Ply.
- One hand cranked gear operated jack stand fitted to the trailer tongue and two hand cranked gear operated stands on the rear of the trailer for leveling and stabilization of unit. All stands to be equipped with sand shoes. A two (2) way plane leveling bubble shall be mounted permanently to the front of the trailer to ensure proper leveling.

- The generator set / trailer package shall not be set up for single point lifting.

Start up and commissioning:

- Four (4) hours start-up including operational test of equipment showing proper connection of cables with safety issues performed by factory trained technician. The start-up technician will instruct personnel how to operate and maintain the equipment in accordance with the manufacturer's requirements.

Conditions:

- All product shall be new and of current design.
- Initial filling of oil and antifreeze. (diesel fuel by others)
- In addition to equipment specified, the unit shall be equipped with all standard equipment, features, and accessories as specified by the manufacture for this model and shall comply with all EPA Emission Standards and all Motor Vehicle Safety Standards as established by the U.S. Department of Transportation.
- The successful bidder shall be responsible for delivering the generators that are properly serviced, clean, and ready for operation.
- Equipment shall be completely assembled and tested at the factory prior to shipment.

## One (1) ea 56kW Mobile Generator Set

The complete self-contained portable diesel engine generator electric system shall be furnished and installed with fuel tank, powder coated aluminum enclosure, direct mounted alternator to engine, generator set control panel, and all accessories necessary for a complete and operable trailer mounted Generator set. All materials and parts shall be new. Each component shall be of current design from the manufacture regularly engaged in the production of such equipment. The set shall be of a standard model in regular production at the manufacturer's place of business. The set shall be of a type that complies with the latest edition of the National Electrical Code, all applicable state, local, and federal codes and be approved by Underwriters Laboratories.

The material and workmanship used in the manufacture of this equipment shall be of the highest quality consistent with the current standards for like equipment, the equipment shall be manufactured in such a manner so as to conform to the latest applicable IEEE, ANSI, ISA, NEMA, and EEIA Standards.

Genset shall be powered by a Perkins, Caterpillar, KMC/Generac, or equal liquid cooled compression ignition diesel engine. Engine shall be a minimum EPA tier III compliant, in-line four cylinder, turbocharged, four stroke, direct injected, and electronically governed. Engine shall be fitted by the engine manufacturer with a radiator with coolant overflow bottle, heavy duty dry type air cleaner, 12-volt starter and 70-amp belt driven battery charging alternator. Engine shall be rated to provide full power at an ambient temperature of 40°C with no loss of power. The engine shall be fitted with drain lines for engine oil and coolant, both extended to the exterior of the enclosure, with ball valves for ease of maintenance. The engine shall be equipped with a thermostatically controlled jacket water heater rated for 1500watts, 120vac, and 1ph. Each heater hose shall have a ball valve installed to allow service to the jacket water heater without draining of all of engine coolant.

The alternator shall be of the latest commercial type and be manufactured by Marathon Electric, Caterpillar, Generac or equal. Design configuration shall be four pole, 12-lead reconnectable, brushless, single bearing and include PMG excitation with a DVR 2000E automatic solid state voltage regulator or approved equal that is true RMS 3 phase sensing, , Soft-Start Ramp on Initial Start-up, Engine Unloading, Overvoltage Shutdown, VAR/PF Controller, Encapsulated Design, Auto/manual Mode. Alternator shall have class 'H' insulation and be rated to provide full output at 40°C at a temperature rise of 130°C. Standby duty rated at 56kW, 70 kVA @ 1800 RPM, Prime duty rated at 51 kW, 64 kVA @ 1800 RPM, and 0.8 power factor.

Engine and alternator assembly shall be mounted on heavy duty vibration isolators and cross-members which are to be mounted directly to the trailer bed as described below. The engine radiator must be filled to full capacity with engine manufacturers recommend 50/50 mix coolant.

Owner's manuals for all primary components must be provided in a plastic box mounted inside the weather-proof enclosure. One additional copy of the O & M manuals will be included and furnished to the owner upon delivery of unit. Manuals to include manufacturer's operating and maintenance instructions, unit electrical wiring schematics (AC and DC), make, model, serial numbers of both the engine and the generator set. Include information such as fuel, air, and oil filter part numbers, recommended spare parts, etc.

The entire generator set package, including the trailer shall be covered by a two-year 1,500 hour warranty provided through the genset manufacturer. No warranties through multiple manufacturers will be accepted. Generator to be transported by and to the authorized serving dealer for warranty repairs during normal business hours.

Control panel shall be a solid state microprocessor based open protocol generator set controller with a large LCD display and event recording. The operational functions to be displayed are: oil pressure, coolant temperature, AC volts, AC amps per phase, hertz, DC volts, fuel level and run-time. The controller shall be programmed to provide safety shutdown for over & under voltage, over & under speed, low oil pressure, high coolant temperature, and low-fuel level. The controller is to be equipped with a manual emergency/lockout pushbutton shut down switch. The controller shall be J1939 canbus communication capable and NFPA110 stage one compliant. Control panel shall have available seven (7) inputs and four (4) outputs for additional communication. The controller is to be mounted internally in the enclosure with weather proof lockable access door. A voltage adjustment shall be provided in the panel to adjust voltage in all voltage positions.

The controller is to be mounted internally in the enclosure with weather proof lockable access door. A voltage adjustment shall be provided on the panel to adjust voltage in all voltage positions.

Generator set must have a 200-amp mainline circuit breaker mounted to the side of the alternator in an aluminum box and shall contain a 12vdc shunt trip to trip on any common fault.

Complete diesel generator set including control panel, engine starting batteries and charger shall be mounted within the factory assembled weather-proof aluminum enclosure. The enclosure must be constructed of .090 marine grade aluminum and have a white powder coat finish applied by the manufacture on both the exterior and interior walls. The enclosure shall be insulated with sound attenuation foam manufactured by Polymer Technologies, type PAFD-XXX BU black urethane or equal. The insulation shall be resistant to high temperatures, fuel, and oil. The enclosure is to have hinged, removable, keyed alike doors. The sound attenuated enclosure noise level is not to exceed 73-75dba @ 21 feet.

The exhaust plenum chamber shall be insulated with a melamine foam manufactured by Polymer Technologies, type PF-050-RAF or equal with foil face. All insulation foam is to be flame retardant and recognized by Underwriters Laboratory.

The interior of the enclosure shall be fitted with an 8-watt 12-volt DC fluorescent lamp controlled with a 60-minute timer switch that shuts off the lights after 60 minutes.

The generator set critical grade exhaust silencer shall be mounted within the confines of the turn hood of the enclosure assembly. The flexible exhaust connection from the engine to the exhaust silencer must be stainless steel. All cooling and exhaust must exit vertically from the enclosure. The exhaust silencer outlet stack pipe shall be fitted with an aluminum rain cap.

A two-wire connection shall be provided on the exterior rear of the enclosure in a weather protective box for connection to an automatic transfer switch.

The generator assembly shall be fitted with an electronic current limiting battery charge rated at 6-amp 12 VDC output to automatically charge batteries. The charger shall be dual charge rate with automatic switching to boost rate when required. The battery charger shall be so designed that it shall not be damaged during engine cranking period. The cord of the battery charger and the jacket water heater shall not be cut but shall be long enough to reach a standard, NEMA 3r, duplex receptacle and box that is mounted on the interior of the package. The duplex receptacle shall be powered through a 120-volt, single phase, 15 amp male connector extend to the exterior of the rear enclosure or approved equal, with weather-proof cover. The generator set shall be provided with a group 24/12-volt sealed wet cell battery(s) of not less than 135 AH with sufficient capacity to provide 90 seconds total cranking time without recharging. It shall be mounted in a rack with J-Bolt hold down bolts. The battery shall be rated at a minimum of 48 month replacement life cycle. Battery(s) shall be located for easy removal and servicing.

The generator set shall have safety labels applied in accordance with the requirements of UL2200.

All AC output shall be routed through a voltage selection switch configured to provide:

- 56kW at 120/240, 3-phase
- 54.7kW at 120/208, 3-phase
- 56kW at 277/480, 3-phase
- 45kW at 120/240, 1-phase

Power output connectors shall be provided on the rear exterior face of the generator set enclosure. The connectors shall be of a Cam-Lok style with a total rating of 400-amps. Additional receptacles shall be provided:

- 4 x 20 amp, 120-volt
- 1 x 30-amp, 120-volt
- 1 x 30-amp, 250-volt
- 1 x 50-amp, 250-volt

All power outlets shall have weather-protective covers.

Additional outlets shall be provided with 2 x 20-amp single phase GFCI receptacles and 2 x 20-amp breaker protected receptacles.

A 125-amp load center will be mounted within the enclosure providing breakers of:

- 2 x 20-amp, 120-volt single pole tandem
- 1 x 30-amp 120-volts single pole
- 1 x 30-amp, 250-volt 2 pole
- 1 x 50-amp, 250-volt 2 pole
- 1 x 60-amps, 250-volt 2 pole

A 5 wire, 200amp free air rated, 1C, 600/2000V 90 degree C, SO Cable shall be provided with a Russellstoll type plug model JPS 2044 FR. No exceptions. The cable shall be 30 feet from the storage box in length as measured from the storage box to the end of the Russellstoll plug. Conduit shall be ran from the cable storage box to the rear of the machine where Five (5) Male twist lock, 400amp rated connectors shall be applied. Additional cable length shall be supplied to provide connection to the rear connection points without any strain or binding of the male cable twist lock connectors to the power outlet connectors of the machine. The male connectors shall match the power outlet connectors of the machine and if not used stored in a tray at rear of machine.

The generator set shall be mounted on a DOT approved dual-axle 7,000# trailer. The trailer shall have:

- A 4' x 12' diamond plate top deck.
- Shall be DOT approved with proper serial number data plate indicating weight capacity.
- Electric activated brakes with vehicular plug connector. Include all required devices and a vehicular connector receptacle to provide operation of the hydraulic brakes. The hydraulic brakes shall have a dump valve that engages when the vehicle is put into reverse.
- A pintle ring towing connection shall be provided (no exceptions). Trailer will have all necessary safety equipment to include but not limited to 30" safety chains, fenders, and DOT lighting package with standard round 7pin flat blade wired hitch receiver, and a cable storage box adequately sized to store 30+ feet of cable with connector as indicated above with the lid shut and locked. Cable storage box shall also be modified to allow for the cable to come out of the storage box on the driver side and have the lid shut and be locked. Special attention needs to be given to where the cable comes out of the storage box to ensure no damage is made to the cable.
- An integral approx. 210 gallon fuel tank and sized for minimum 24 hour fuel supply. Tank will be finished painted a U-Pol's top-class super-tough durable 2-pack urethane coating or equal. Paint is to protect against surface rust, corrosion, salt, damp and extreme temperatures. Finish paint is to be stain-proof, U.V. resistant, waterproof, and carry same two (2) year warranty. The final finish shall not only be applied to the tanks sides and top but also be applied to the tank's underside. The subbase fuel tank shall also include but not be limited to suction, return, tank drain, fittings with key lockable Fuel filler cap. Tank to include a manual fuel level gauge and fuel level sender to annunciate panel of a low fuel level alarm when the fuel level reaches 10% of tank capacity.
- Tires shall be minimum load range D – 8 Ply.

- One hand cranked gear operated jack stand fitted to the trailer tongue and two hand cranked gear operated stands on the rear of the trailer for leveling and stabilization of unit. All stands to be equipped with sand shoes. A two (2) way plane leveling bubble shall be mounted permanently to the tongue of the trailer to ensure proper leveling.
- The generator set / trailer package shall not be set up for single point lifting.

Start up and commissioning:

- Four (4) hours start-up including operational test of equipment showing proper connection of cables with safety issues performed by factory trained technician. The start-up technician will instruct personnel how to operate and maintain the equipment in accordance with the manufacturer's requirements.

Conditions:

- All product shall be new and of current design.
- Initial filling of oil and antifreeze. (diesel fuel by others)
- In addition to equipment specified, the unit shall be equipped with all standard equipment, features, and accessories as specified by the manufacture for this model and shall comply with all EPA Emission Standards and all Motor Vehicle Safety Standards as established by the U.S. Department of Transportation.
- The successful bidder shall be responsible for delivering the generators that are properly serviced, clean, and ready for operation.
- Equipment shall be completely assembled and tested at the factory prior to shipment.

**CITY OF WINTER HAVEN - TERMS AND CONDITIONS - GENERAL PROVISION CLAUSES - 05.18.11**

**1. GENERAL CONDITIONS:**

Bidders are required to submit their proposals subject to and upon the following express conditions:

- A. Bidders shall thoroughly examine the specifications, instructions, all other Contract Documents, visit the site of this project (if applicable) and fully acquaint itself, at its own risk, with all conditions which may affect completion of this project and/or delivery of bid items.
- B. These Terms and Conditions and any contract documents related hereto are subject and subordinate to any existing or future state, federal, or local law, regulation, or written policy, which may be applicable hereto, including any applicable building codes.
- C. It shall be understood and agreed that by the submission of a proposal, the Bidder, if awarded a contract, shall hold harmless and fully indemnify the City and any of its officers, or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright of any person or persons, association, or corporation, as the result of the use of such articles by the City, or any of its officers, agents, or employees, and of which articles the Contractor is not the patentee, assignee, licensee, or lawfully entitled to sell same.
- D. It is the intent of the City of Winter Haven that this Invitation to Bid promotes competitive bidding. It shall be the bidder's responsibility to advise the Procurement Services Division at the address noted on the cover letter, if any language, requirements, etc. inadvertently limits the requirements stated in this Invitation to Bid to a single source. Such notification must be received in writing by the Procurement Services Division not later than ten (10) days prior to the bid opening date.
- E. Bidders must possess any applicable business, contractor, or occupational licenses at the time of submission of the Bid. The City may request proof of such licensure. Bidders shall also obtain all permits required for this project.
- F. Bidder/Contractor shall hold harmless, indemnify, and defend the City, its officers, and employees, representatives, or agents, against any claims, action, loss, damage, injury, liability, cost or expense of whatever kind (including, but not by way of limitation, attorney's fees and court costs) arising out of or incidental to Bidder/Contractor's performance of this contract. Other specific references to the Bidder/Contractor's duty to indemnify and hold harmless the City, which may be set forth herein, shall be construed as in addition to, and not as a limitation of the requirements of this section.
- G. The City shall be entitled to rely on the written representations of the Bidder. No claims shall be paid by the City unless in writing and approved by the City. Additionally, sovereign immunity is not waived as to any verbal representations or comments made by the City.

**2. DEFINITIONS**

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

- A. The term "CITY" shall mean the City of Winter Haven, Florida or its authorized representative.
- B. The term "CONTRACT DOCUMENTS" shall mean the Invitation to Bid, Terms and Conditions, Construction Agreement, Contract Bond, Special Provisions, Specifications, Technical Specifications, Proposal and Bid Form, Engineering Plans or Drawings prepared for this project, Addenda issued during the bidding period, and Change Orders issued after the Contract is let.
- C. The term "BIDDER" shall mean the person, firm or corporation who proposes to furnish the labor, materials, plant, equipment, plans and supervision to complete the project.
- D. The term "CONTRACTOR" shall mean the successful bidder who enters into a Contract with the City to complete the project.

- E. The term "SUB-CONTRACTOR" shall mean an individual, firm, company, corporation, association, society or group which enters into a contract with the Contractor to do a portion of the work on this project.
- F. The term "CONTRACT" shall mean the Contract executed by the City and the Contractor, and shall include all Contract Documents.

3. **INTERPRETATIONS OR ADDENDA: Products/Services-**

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof--to include any error, omission, discrepancy or vagueness. Every request for such an interpretation shall be made in writing to the City Procurement Services Division Director. Any inquiry received a reasonable amount of time prior to the date fixed for opening of Bids will be given consideration. Where necessary, interpretations made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of the City Procurement Services Division Director for a reasonable period of time at the discretion of the City before Bids are opened. In addition, all Addenda will be mailed to each person holding Contract Documents. The City shall not be responsible for the safe delivery of the Addenda. It shall be the Bidders' responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract Documents and all Bidders shall be bound by such Addenda, whether received or not.

4. **MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS:**

Unless specifically set forth in the specifications, any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to unfairly limit competition. The bidder may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with their proposal descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy the provision. The bidder shall also explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection within the discretion of the City.

**Alternate bids will not be considered unless alternate bids are specifically required by the technical specifications. (For purposes of these Terms and Conditions, Alternate bids shall mean any bid which deviates from the specific type of product; method of construction; or plans specified in the Invitation to Bid.)**

5. **SAMPLES:**

Samples of products, when called for, must be furnished free of expense and may, upon request, be returned at the Bidder's expense. Each individual sample must be labeled with Bidder's name, manufacturer's name, brand name and number, bid number and item reference. Unsuccessful Bidders can reclaim samples upon payment of postage, delivery, or pick-up charges, if any. Successful Bidder's samples shall remain with the City until performance under the contract has been completed. If forwarding instructions, or pick-up, is not made by Bidder within ninety (90) days of the bid opening, the commodities shall be disposed of by the City.

6. **BID PROTEST:**

Any bidder(s) wanting to file a bid protest with respect to a recommended award of any formal bid shall do so by filing a written protest detailing their specific complaints. The written protest must be in the possession of the City Procurement Services Office within seven (7) calendar days after the website posting/email notification of the recommendation of award. A copy of the recommendation of award will be posted with the "expired postings" bid documents at:

<http://www.egovlink.com/winterhaven/postings.asp?listtype=BID> A notification will be emailed to everyone that is signed up for that particular BID POSTINGS (bid list). **NOTE: THE FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE CITY OF WINTER HAVEN, FLORIDA, SHALL CONSTITUTE A WAIVER OF BIDDERS PROTEST AND ANY RESULTING CLAIMS.**

7. **PROPOSALS**

The Bid must contain a manual signature of an authorized representative of Bidder in the space provided on the proposal form.

Each Bidder shall be responsible for the accuracy of his proposal. Bidders cannot obtain relief by pleading that it made an error in its bid.

Bid and a non-collusion affidavit shall be submitted on forms furnished by the City and completed by the Bidder without additions, modifications, deletions, and erasures. Bids not submitted on attached bid form shall be rejected. Bids must be typed or printed in ink. All corrections made by Bidder to their bid must be initialed. Each Bidder shall deliver its sealed proposal to the Procurement Services Division office at the location specified on the Invitation To Bid, in an envelope bearing the name of the Bidder, the name of the bid and the time and date of the bid opening. It is the Bidder's responsibility to assure that its bid is delivered at the proper time and place of the bid opening. Bids which are not received, as set forth herein, may not be considered. **The official time shall be the time that is displayed on the Procurement Services Managers' wall telephone.** The City reserves the right to consider bids that have been determined by the City to be received late due to mishandling by the City after receipt of the bid and no award has been made.

Telegraph, telephone, or facsimile (FAX) bids will not be considered. Bids, however, may be modified, in writing, provided such modification is received by the Procurement Services Division prior to the time and date set for the bid opening. Each Bidder shall be solely responsible for the costs associated with preparation and submittal of its bid.

**BIDS RECEIVED AFTER THE TIME AND DATE SET FOR THE BID OPENING WILL NOT BE CONSIDERED.**

8. **PRICES, TERMS, AND PAYMENT:**

Prices shall be firm and good for ninety (90) days after the bid opening and shall include all labor, materials, supplies, equipment, overhead, profit, insurance, applicable taxes, packing, shipping charges, and delivered to any point designated by the City.

A. **Taxes:** (For purchase of products only)

Bids shall not include federal excise or state sales taxes in bid prices of products only as these are not applicable to municipalities.

B. **Discounts:**

Bidders may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted. Any discount offered shall allow no less than fifteen (15) days for payment.

C. **Mistakes; Inaccuracies; Incomplete Information:**

Bidders are expected to examine the specifications, delivery schedule, bid prices, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.

**In the procurement of goods or supplies, without labor, where the bid contains a mistake in extension or total bid amount, the unit price will govern.** The City shall be entitled to presume that a mistake has been made where the unit price and total or extension do not equate.

The City reserves the right to contact bidders, telephonically or in writing, to clarify inconsistent, inaccurate, or confusing information regarding the proposal submitted. As well, the City reserves the right to demand the execution or re-execution of the proposal, affidavits, or certification required to be accompanied with the bid proposal, when it appears to the City that the deficiency was an oversight in good faith. It shall be presumed that

proposals submitted without a single signature on an affidavit or on the proposal is non-responsive and shall not be considered for clarification or correction.

**D. Safety Standards:**

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of federal, state, and local law, including, but not limited to the Occupational Safety and Health Act and regulations or standards thereunder.

**E. Invoicing and Payment:**

The Contractor shall be paid upon submission of proper invoices to the City at the prices stipulated in the contract at the time the order is placed, after delivery and acceptance of the goods, less deductions, if any, within thirty (30) calendar days after approval of invoice by ordering department and the Finance Department of the City. If a cash discount is taken by the City on a prompt payment invoice, payment shall be made within the time specified, but not less than fifteen (15) days. Contractor(s) shall include the purchase order number on invoices for purchases against any contract resulting from this bid. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence. No overcharge will be paid. In the event the successful bidder submits an invoice with an overcharge, a credit memo must be submitted by the bidder to correct such overcharge. Any applicable discounts that apply as a result of this contract will be taken even though the allowable time has lapsed due to the time awaiting credit memorandums.

**9. WITHDRAWAL OF PROPOSALS:**

A bidder may withdraw its proposal prior to the time fixed for the bid opening, if proper written notification is received by the Procurement Services Division prior to the time fixed for the bid opening. A bidder may also withdraw its proposal if the City does not accept it within ninety (90) calendar days after the date fixed for the bid opening after proper written notification is received by the Procurement Services Division. Notwithstanding any withdrawal, all bid documents received by the City shall remain the property of the City of Winter Haven.

**10. NONCOLLUSION AGREEMENT:**

Each Bidder submitting a bid for any project on which bidding is based, shall execute and submit with its bid a noncollusion affidavit which states that it has not entered into a collusive agreement with any other person, firm or corporation in regard to any bid submitted.

**11. REJECTION OF BIDS:**

The City may reject a bid if:

- A. The Bidder misstates or conceals any material fact in the bid, or if,
- B. The bid does not strictly conform to the law or the requirements (including the terms and conditions set forth herein) of the bid, or if,
- C. The Bidder's bid is submitted in a manner to limit competition.

The City may, however, for any reason, reject any or all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid unless the bid has been qualified as "All or None" as provided in Section 12 below. The City may also waive any minor informalities, irregularities or technicalities in any bid.

**12. STATEMENT OF BIDDER'S QUALIFICATIONS:**

Each bidder shall, upon request of the City, submit a statement of the Bidder's qualifications, its experience record in furnishing a particular commodity or constructing any type of improvements embraced in the Agreement, its organization and equipment available for the work contemplated, and, when specifically requested by the City,

appropriate financial information which would assist in determining bidders ability and solvency to perform work contemplated by the Agreement. The Bidder may also be requested to furnish references which the City may use to verify claims of competency. The City shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform its obligations under the Contract; and the Bidder shall furnish the City all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the City that the Bidder is qualified to carry out properly the terms of the Contract.

13. **AWARD OF CONTRACT:**

If any Contract is awarded, it will be awarded to the lowest responsive and responsible Bidder whose bid is the most advantageous to the City, price and other factors considered, to include delivery date promised, past performance history, and any other factor which the City may deem necessary.

The City reserves the right to award contract(s) to more than one Bidder, to split awards, to award contracts by item or group of items, to make partial awards, or to decrease or increase any or all quantities that is in the City's best interest.

The Bidder may qualify its bid for acceptance by the City on an "All or None" basis. An "All or None" basis bid must include all items upon which bids are invited. Bidders are hereby notified that a bid submitted on a "All or None" basis is at risk for rejection in instances where the City may deem it necessary to split or divide a project as set forth herein. Bidders shall denote on the front page of the bid proposal as to whether the bid is an "All or None" bid.

A Written award of acceptance or a signed Purchase Order mailed or otherwise furnished to the successful Bidder results in a binding contract without further action by either party. The signed Purchase Order authorizes the Bidder to submit the product(s).

**LOCAL PREFERENCE ORDINANCE**

**THE CITY OF WINTER HAVEN, FLORIDA HAS ENACTED ORDINANCE NO. O-10-17, RELATING TO A POLICY OF LOCAL PREFERENCE IN CONJUNCTION WITH THE PURCHASE OF GOODS AND SERVICES;**

Where competitive bids are received for the purchase, or contract for, personal property or contractual service, the City Commission, city manager or purchasing agent may give local preference to local vendors as defined herein and shall implement such policy in the following manner:

Except as exempted in the ordinance, local vendors, defined as any business having a physical location within the City of Winter Haven's utility service area at which employees are located and from which business is regularly transacted, shall be given preference in the procurement of goods and services when bids are sought as follows:

When bids are received and the lowest bid price does not exceed \$15,000.00 and the vendor offering the low bid is located outside of the City of Winter Haven's utility service area, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and is within 6% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City, or

When bids are received and the lowest bid price does not exceed \$25,000.00 and the vendor offering the low bid is located outside of the City of Winter Haven's utility service area, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and is within 5% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City, or

When bids are received and the lowest bid price does not exceed \$50,000.00 and the vendor offering the low bid is located outside of the City of Winter Haven's utility service area, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and is within 4% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City, or

When bids are received and the lowest bid price does not exceed \$150,000.00 and the vendor offering the low bid is located outside the City limits of Winter Haven, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and is within 3% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City, or

When bids are received and the lowest bid price does not exceed \$250,000.00 and the vendor offering the low bid is located outside of the City of Winter Haven's utility service area, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and is within 2% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City, or

When bids are received and the lowest bid price exceeds \$250,000.00 and the vendor offering the low bid is located outside of the City of Winter Haven's utility service area, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and is within 1% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City.

The provisions of this ordinance shall not apply to the procurement of goods and services by the City of Winter Haven involving the following entities and/or situations as follows:

1. Purchase and or sale of real property,
2. Bids for contracts that are being funded by an outside source or agency that does not allow for a local preference, or that stipulates the award criteria,
3. Proposals related to Florida Statute 287.055 (Consultants Competitive Negotiation Act).
4. The purchase of personal property to the extent governed by Florida Statute 287.084.
5. Any other purchases that are determined by the City to be exempt from the local preference policy established herein.

14. **PERFORMANCE:**

Contractor shall keep the Procurement Services Manager advised at all times of status of order. Default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the City to terminate the Contractor's right to proceed with the order/work by giving the Contractor written notice, and to purchase supplies/services elsewhere, and charge full increase of cost and handling to defaulting Contractor.

The Contract shall not be terminated nor the Contractor charged with liquidated damages (if otherwise provided for in the contract documents) because of any delays due to unforeseeable cause beyond the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the City, fires, floods, epidemics, strikes, (with which the Contractor has no direct connections), and unusually severe weather. The Contractor shall, within ten (10) calendar days from the beginning of such delay, notify the City, in writing, of the cause for the delay. If, in the opinion of the City, the failure of Contractor to perform the conditions of this contract is occasioned by or is the result of acts or events over which the Contractor has no control, said delay in performance may be excused.

The Contractor shall take into account all contingent work which has to be done by other parties, arising from any cause whatsoever, and shall not plead its want of knowledge of said contingent work as an excuse for delay in its

work or for the non-performance thereof.

15. **SERVICE AND WARRANTY:**

Unless otherwise specified, the Bidder shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidders must explain on an attached sheet to what extent warranty and service facilities are provided.

16. **INSPECTION, ACCEPTANCE AND TITLE:**

Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contractor until accepted by the ordering agency, unless loss or damage results from negligence by the ordering agency.

17. **GOVERNMENTAL RESTRICTIONS:**

In the event any governmental restrictions may be imposed which would necessitate alteration of the materials, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the contractor to notify the Procurement Services Division immediately after learning of such restriction, including indicating in writing the specific regulation which required an alteration. The City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the Contract at no expense to the City.

18. **PRICE AND ADJUSTMENTS:**

Any price decrease effectuated during the Contract period, either by reason of market change or on the part of the Contractor to other customers, shall be passed on to the City.

19. **EQUAL EMPLOYMENT OPPORTUNITY:**

No bids submitted shall be considered unless the Bidder warrants that upon execution of a Contract with the City, it will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, handicap, or marital status, and will submit such reports as the City may thereafter require to assure compliance.

20. **OCCUPATIONAL HEALTH AND SAFETY (FLORIDA RIGHT-TO-KNOW-LAW):**

In compliance with Chapter 442, Florida Statutes, any item delivered from a Contract resulting from this bid, which contains a toxic substance as listed on the FLORIDA SUBSTANCE LIST, shall be accompanied by a Material Safety Data Sheet (MSDS) which product shall be labeled as such as well. These MSDS shall be forwarded to: City of Winter Haven, Human Resources Division, P.O. Box 2277, Winter Haven, Florida 33883-2277.

The MSDS shall be maintained by the City and must include the following information:

- A. The Division/Department to which the material was shipped.
- B. The chemical name and the common name of the toxic substance.
- C. The hazards or other risks in the use of the toxic substance, including:
  1. The potential for fire, explosion, corrosivity, and reactivity;
  2. The known acute health effects and chronic health effects of risks from exposure to the toxic substance, including those medical conditions which are generally recognized as being aggravated by exposure to toxic substance; and
  3. The primary routes of entry and symptoms of overexposure.

- D. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- E. The emergency procedures for spills, fire, disposal, and first aid.
- F. A description of the known specific potential health risks posed by the toxic substance, which description is written in lay terms and is intended to alert any person who reads this information.
- G. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

21. **TIE BIDS:**

Whenever two or more bids which are equal with respect to price, quality, and service are received, preference will be given in the award process to the bidder, that certifies it has implemented a drug-free work place program in accordance with Florida Statutes 287.087. The necessary certification form (DFW-I) is available from the City of Winter Haven - Procurement Services Office, Post Office Box 2277, Winter Haven, Florida 33883 (863.291.5664).

22. **GOVERNING LAW:**

Any contract entered into pursuant to this bid shall be construed in accordance with the Laws of the State of Florida. Venue for any action or proceeding shall be in the Courts of Polk County, Florida.

**\*NOTICE\***

**A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.**

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:  
Name

(1) He is \_\_\_\_\_ of \_\_\_\_\_, the  
Title Company  
Bidder that has submitted the attached bid;

(2) He is 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 said Bidder nor any of his 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 has refrained from bidding in connection with such Contract; nor 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; nor has fixed any overhead, profit or cost element of the Bid price, or the Bid price of any other Bidder; nor has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the City of Winter Haven or any person interested in the proposed Contract; and

(5) 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.

(Signed) \_\_\_\_\_  
Name

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Title)

My commission expires \_\_\_\_\_

A. The following Proposal is hereby made to the City of Winter Haven, Florida, hereinafter called the CITY. Proposal is submitted by:

\_\_\_\_\_

(Company)

B. The undersigned, as Bidder, hereby proposes and offers to sell to the CITY, the following:

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	3 ea	Portable Trailer Mounted 30kW Generator Units	_____	_____
		Delivery Time: _____		
2.	1 ea	Portable Trailer Mounted 56kW Generator units	_____	_____
		Delivery Time: _____		
			Total, Items 1-2:	_____

C. The undersigned agrees to deliver the above noted generator units, F.O.B., Winter Haven, Florida, within \_\_\_\_\_ ( ) working days after receipt of contract award in accordance with the Invitation To Bid, Specification, and Terms and Conditions attached hereto and made a part hereof as if fully set forth herein, dated June 23, 2011.

E. The undersigned acknowledges receipt of the following addenda which are a part of the Invitation To Bid:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
 Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

\_\_\_\_\_  
 Date Name of Company

\_\_\_\_\_  
 Bidder's Signature Address (Mailing)

\_\_\_\_\_  
 Name/Title City State Zip

\_\_\_\_\_  
 Federal Employer I.D. # (FEID) Telephone Number

\_\_\_\_\_  
 Email Address Fax Number