



June 8, 2011

**INVITATION TO BID**  
ITB-11-67

**Sealed Bids** marked "**SEALED BID – “UTILITY ITEMS FOR CSX WATER MAIN PROJECT”**" will be received by the City of Winter Haven until **2:00 P.M., June 22, 2011**, at the office of the Procurement Services Division, 401 6<sup>th</sup> St. SW, Winter Haven, Florida 33880, for the following:

**“UTILITY ITEMS FOR CSX WATER MAIN PROJECT”**

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

The product 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., June 16, 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. An Excel Proposal and Bid form is located on the website. You will be able to enter your unit prices, and it will calculate the totals for you. Please complete, print this out, and turn in along with all other necessary bid documents. Be sure to scroll up and down completely to fill in all bid items 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

## SPECIFICATIONS ITB-11-67

PVC potable water main pipe 4" through 12": PVC potable water main pipe 4" through 12" shall be manufactured in accordance with AWWA standard C900, latest edition. The PVC pipe shall have a minimum working pressure rating of 150 psi and shall have a dimension ratio (DR) of 18. Pipe shall be the same O.D. as ductile iron pipe and be compatible for use with ductile iron fittings. PVC potable water main pipe shall be solid blue in color. White pipe is strictly prohibited. All PVC pipe shall bear the approved seal of the National Sanitation Foundation (NSF) that will remain legible during normal handling, storage and installation.

Gate Valves 4 inches and over: Gate valves 4 inches and over shall be of the resilient seat type meeting the requirements of AWWA C500/C509. These valves shall have non-rising stems, shall be furnished with 2-inch square AWWA operating nuts, and shall open when the nut is turned counterclockwise. Valves shall have an unobstructed waterway equal to or greater than the full nominal diameter of the valve. The valve body shall be constructed of close grain cast iron or ductile iron per ASTM A126, Class B or equivalent material. All retaining segments and adjusting devices shall be of corrosion resistant material. Valve seats shall be a natural rubber or synthetic rubber compound. Valve seats 30 inches and larger shall be field adjustable and replaceable without dismounting operator disc or shaft and without removing the valve from the line. All retaining segments and adjusting devices shall be of corrosion resistant material. Valves 24 inches and smaller shall have bonded or mechanically restrained seats as outlined in AWWA C504. The face-to-face dimensions of valves shall be in accordance with AWWA C504 for short-body valve.

Potable Water Air Release Valves: Potable Water Air Release Valves shall have a cast iron body, cover and baffle, stainless steel float, bronze water diffuser Buna-N or Viton seat, and stainless steel trim. Valves, fittings, and piping shall be rated for a minimum working pressure of 150 psi. The fittings shall be threaded.

Service Saddles: Service saddles shall have a body made of stainless steel or ductile iron coated with fusion epoxy or nylon, be equipped with double tie straps, and be suitable for either wet or dry installation. The saddle shall be anchored by a minimum four (4) stainless steel bolt pattern on a ductile iron saddle body. The sealing gasket shall be the O-ring type suitable for the applicable service. Outlet flange shall be ANSI B16.1, 125 lbs. standard. Tie straps and bolts shall be a corrosion resistant alloy steel.

Mega-Lug Restraints: Mega-Lug Restraint dimensions of the gland shall be such that it can be used with the standardized mechanical joint bell and tee-head bolts conforming to ANSI A21.11 and ANSI/AWWA C153/A21.53. Twist-off nuts shall be used to ensure proper actuating of the restraining devices.

Locating wire: 14 AWG, solid wire, 60-mils PVC insulator (insulating color per specification), UF, 500 feet per roll.

Mechanical Joint Fittings (MJ): ANSI specifications A 21.10 (AWWA C 110) and A 21.11 (AWWA C. 111). Furnished with bituminous coating unless otherwise specified. Domestic, or Sigma or Tyler/Union brands.

Bell Joint Restraints: Mechanical joint restraint shall include a restraining mechanism which, when actuated, imparts multiple or continuous wedging action against the pipe, increasing its resistance as the pressure increases. Flexibility of the joint shall be maintained after burial. Glands shall be manufactured of ductile iron conforming to ASTM A536. For "Mega-Lug" restraints, dimensions of the gland shall be such that it can be used with the standardized mechanical joint bell and tee-head bolts conforming to ANSI A21.11 and ANSI/AWWA C153/A21.53. Twist-off nuts shall be used to ensure proper actuating of the restraining devices. Domestic mfg, or Star, Tyler Forge, Taylor Forge or Sigma brands

**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-1) 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 \_\_\_\_\_

**ITB-11-67  
Proposal and Bid Form**

- 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 agrees to sell to the City, the following items listed on the Proposal and Bid Form page.
- C. The undersigned agrees to deliver the above noted products, 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 8, 2011.
- D. 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