

**UTILITIES COMMISSION
City of New Smyrna Beach, Florida**

**INVITATION TO BID
ITB #01-09**

YOU ARE HEREBY INVITED TO SUBMIT A BID FOR **THE PURCHASE AND INSTALLATION OF WIND RETROFIT STORM SHUTTERS** FOR THE UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA, IN ACCORDANCE WITH THE ATTACHED BID SPECIFICATIONS.

SUBMIT BIDS IN DUPLICATE TO:

John O'Brien
Materials Manager
Utilities Commission
City of New Smyrna Beach

Telephone No. (386) 424 3045

Facsimile No. (386) 424 2748

Email Address: jobrien@ucnsb.org

Web Site: www.ucnsb.net/purchasing/bid-information.aspx

MAILING ADDRESS:

200 Canal Street
New Smyrna Beach, Florida 32168

WALK-IN DELIVERY ADDRESS:

200 Canal Street
New Smyrna Beach, Florida 32168

Bidders must indicate on the sealed envelope the following:

- A. Invitation to Bid Number**
- B. Hour and Date of Opening**
- C. Name of Bidder**

BIDS DUE BY: January 13, 2009 2:00 P.M. Bids will be publicly opened and read aloud on **January 13, 2009 at 3:00 PM.**

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**SCHEDULE
ITB 01-09**

Distribution of the Invitation to Bid	December 15, 2008
Mandatory Pre-Bid Meeting at 10:00 AM	December 30, 2008
Meet at: 2640 Paige Avenue NSB, Fl.	
Deadline for Final Questions by 2:00 PM	January 5, 2009
E-mail to jobrien@ucnsb.org	
Addendum Published by 5:00PM	January 6, 2009
Web Site www.ucnsb.net/purchasing/bid-information.aspx	
Proposal Return Deadline by 2:00 PM	January 13, 2009
Location: UCNSB – Purchasing Office 200 Canal St. New Smyrna Beach, Fl.	
Proposals will be opened at 3:00 PM	January 13, 2009

SECTION 1-GENERAL INSTRUCTIONS AND CONDITIONS

1. The term **COMMISSION** used herein refers to the Utilities Commission, City of New Smyrna Beach, Florida, or its duly authorized representative.
2. The term **BIDDER** used herein refers to the business organization submitting a bid to the **COMMISSION** in response to this solicitation.
3. **BIDDERS** are expected to examine, when applicable, the drawings, specifications, delivery requirements, performance sites and all instructions to satisfy themselves of conditions affecting cost of performing this contract.
4. No material, labor or facilities will be furnished by the **COMMISSION** unless specifically stated.
5. The **BIDDER** hereby attests that the prices in this offer have been arrived at independently without consultation, communication or agreement with any competitor for the purpose of restricting competition.
6. The **BIDDER** warrants that the prices of the items set forth herein do not exceed the prices charged by the **BIDDER** under a contract with the State of Florida.
7. The **BIDDER** agrees that the services furnished under this award shall be covered by the most favorable commercial warranties the **BIDDER** gives any customers for comparable quantities of such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the **COMMISSION** by any other provision of this award.
8. A duly authorized representative of the **COMMISSION** will accomplish inspection and acceptance of the services purchased herein at the designated delivery point.
9. All invoices resulting from the award of this bid will be paid within 30 days of receipt of invoice or receipt of goods or acceptance of work performed.
10. A Bid Form is provided and a completed original and one duplicate copy shall be returned in a sealed envelope properly marked with Bid number and acknowledgment of receipt of addenda where applicable. It is incumbent upon each bidder to ensure that they have received all addenda before submitting their bid.
11. Bids will be publicly opened, read aloud and recorded, on the date and time indicated, at the location specified in the request for bid. It is the Bidders sole responsibility to assure his/her bid is delivered at the proper time and place of the bid. The Commission will not be responsible for late deliveries or delayed mail. Bids delivered after the time specified shall not be considered, such bids shall remain unopened.
12. Carelessness in quoting prices or in preparation of bid otherwise, will not relieve the bidder. Bidders are expected to examine specifications, delivery schedule, extensions, and all terms and conditions in the bid documents. Bids having erasures or corrections must be initialed in ink by the Bidder. In the event of an extension error(s), the unit price will prevail. Written amounts shall take precedence over numerical amounts.

13. Bids may be amended or withdrawn only by written notice prior to the bid opening. Amendments must be sealed. Amendments or withdrawals received after the bid opening will not be effective, and the original bid submitted will be considered.
14. **Public Entity Crimes:** UNDER SECTION 287.133(2)(a), FLORIDA STATUTES, 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 the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category two for a period of 36 months from the date of being placed on the convicted vendor list.
15. In the event of a tie bid, a preference is given to vendors submitting certification with the bid of a drug free work place in accordance with Section 287.087 Florida Statutes. This requirement affects all public entities in the State of Florida, and became effective January 1, 1991.
16. Bids shall be addressed and mailed or delivered as specified on page 1.
17. In the event an Invitation to Bid is returned as a no bid, "**NO BID**" shall be properly marked on the outside of the envelope with the bid number.
18. The **Commission** reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.
19. Failure of the contractor to deliver within the time specified, or within a reasonable time as interpreted by the Purchasing Authority or failure to make replacements of rejected articles as directed, shall permit the Purchasing Authority to purchase on the open market articles of comparable grade to take the place of those rejected or not delivered. On all such purchases, the contractor shall reimburse the **Utilities Commission**, within a reasonable time specified by the Purchasing Authority, for any expenses incurred in excess of the defaulted price. Payments due the contractor by the **Utilities Commission** may be withheld until reimbursement is received.
20. When brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality; style and features. Bids on equivalent items will be considered unless items are noted as no substitutes. Equivalent bids must be accompanied by descriptive literature and/or specifications to receive consideration. Demonstrations and/or samples may be required and shall be at not charge to the Utilities Commission. The **UTILITIES COMMISSION** reserves the right to determine if bid goods are equivalent to specified goods.
21. Awards shall be made as required for the best interest of the **Commission**. The right is reserved to make award(s) by individual items, group of items, all or none, or any combination thereof, with one or more suppliers.

22. **Uniform Commercial Code (Applicable Only for the Purchase of Goods)-** The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded vendor/contractor and Utilities Commission, for any terms and conditions not specifically stated in this Invitation to Bid.
23. **Availability of Funds -** The obligations of the Utilities Commission under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Utilities Commission, or other specified funding source for this procurement.
24. **EEO Statement-** Utilities Commission, is committed to assuring equal opportunity in the award of contracts and, therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, handicap, age and gender.
25. **Bid Tabulation and Results-** Bid tabulations shall be available upon written request ten (10) days after opening. Requests may be faxed to (386) 424-2748.
26. **Contractual Agreement-** This Invitation for Bids shall be included and incorporated in the final contract or purchase order. The order of contract precedence will be the contract (purchase order), bid document and response. Any and all legal actions associated with this Invitation for Bids and/or the resultant contract (purchase order) shall be governed by the laws of the State of Florida.
27. **Proprietary/Restrictive Specifications-** Prospective bidders who feel the specifications contained herein are proprietary or restrictive in nature, thus potentially resulting in reduced competition, must contact the Materials Management Department upon receipt of this Invitation for Bids and prior to bid opening. Specifications which are unrelated to performance will be considered for deletion via addendum to this Invitation for Bids.
28. **Indemnification for Tort Actions/Limitation of Liability-** The provisions of Florida Statute 768.28 applicable to the Utilities Commission, City of New Smyrna Beach apply in full to this contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the Utilities Commission acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

No officer, employee or agent of the Utilities Commission acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for injury or damage suffered as a result of any act, event or failure to act.

The Utilities Commission shall not be liable in tort for the acts or omissions of an officer, employee or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

To the fullest extent permitted by law, the vendor shall defend, indemnify, and hold harmless the Utilities Commission, its officials, agents, and employees from and against any and all

claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the vendor or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the Utilities Commission .

Provided, however, if the contract between the Utilities Commission and the Contractor is deemed by a court of competent jurisdiction to be a construction contract for purposes of Section 725.06, Florida Statutes, any obligation of the Contractor to defend, indemnify or hold harmless the Utilities Commission, shall be limited to an obligation to indemnify or hold harmless the Utilities Commission, its officers and employees from liability damages, losses, and costs, including but not limited to reasonable attorneys fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the contractor and persons employed or utilized by the Contractor in the performance of the contract.

29. Conflict of Interest of Officers or Employees of the Contracting Entity/Local Jurisdiction, Members of the Local Governing Body, or Other Elected Officials - No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of the Utilities Commission who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts, the language set forth in this paragraph prohibiting conflict of interest.

30. Employee Conflict of Interest - It shall be unethical for any Utilities Commission employee to participate directly or indirectly in a procurement contract when the Utilities Commission employee knows that:

(1) The Utilities Commission employee or any member of the Utilities Commission employee's immediate family has a financial interest in the procurement contract; or

(2) any other person, business, or organization with whom the Utilities Commission employee or any member of a Utilities Commission employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract.

A Utilities Commission employee or any member of a Utilities Commission employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.

31. Gratuities and Kickbacks

(1) **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any Utilities Commission employee or former Utilities Commission employee, or for any Utilities Commission employee or former Utilities Commission employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation,

or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity Utilities Commission in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

(2) Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier sub-contractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(3) Contract Clause. The prohibition against gratuities and kickbacks prescribed in this Section shall be conspicuously set forth in every contract and solicitation therefore.

32. **Employment of Former Utilities Commission Employees by any Person, Business, or Organization Contracting with the Utilities Commission.**

It shall be a violation for any person, business or organization contracting with the Utilities Commission to employ in any capacity, any former Utilities Commission employee or member of the Utilities Commission employee's immediate family within one year of that employee's separation from employment with the City, unless the employer or the former Utilities Commission employee files with the Utilities Commission Clerk a disclosure statement on a form to be provided for that purpose, stating the date of employment of the former Utilities Commission employee by the employer.

33. **INSURANCE:** The Contractor shall, at its sole expense, maintain in effect at all times during the performance of the services insurance coverage with limits not less than those set forth below and with insurers and under forms of policies satisfactory to Commission.

<u>Coverage</u>	<u>Minimum Amounts and Limits</u>
(a) Worker's Compensation	Statutory requirements at location of work
Employer's Liability	\$ 100,000 Each occurrence
	\$ 300,000 Disease, aggregate
	\$ 100,000 Disease, each employee
(b) General Liability	\$1,000,000 General Aggregate
	\$1,000,000 Products – Comp Ops Agg
	\$ 500,000 Each Occurrence
	\$ 50,000 Fire Damage
	\$ 5,000 Medical Expense
(c) Automobile Liability (owned, hired and non-owned)	\$1,000,000 Combined Single Limit
Option of Split Limits:	
(1.) Bodily Injury	\$ 500,000 Per Person
	\$1,000,000 Per Accident
(2.) Property Damage	\$ 500,000

Coverage shall apply to the indemnity agreement and shall include the **UTILITIES COMMISSION**, their officers and employees, each as additional insured but only as regards to their liability arising out of Contractor's performance of the work or out of operations performed by others on behalf of Contractor under this Contract. The insurance as afforded to such additional insured shall state that it is primary insurance and shall provide for a severability of interest or cross-liability clause. Prior to commencing performance of any work or site mobilization, Contractor shall furnish the Utilities Commission with Certificates of Insurance (identifying on the face thereof the Project name and Contract number) as evidence of the above required insurance and such Certificates shall provide for thirty (30) days written notice to the Utilities Commission prior to cancellation thereof.

The Utilities Commission is not maintaining any insurance on behalf of Contractor covering loss or damage to the work or to any other property of Contractor unless otherwise specifically set forth herein.

None of the requirements contained herein as to types, limits and approval of insurance coverage to be maintained by Contractor are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this contract.

Contractor shall deliver the original Certificate of Insurance and one copy to the agent of the Utilities Commission.

Notices, in original and one copy, of cancellation, termination and alternation of such policies shall also be provided to the agent of the Utilities Commission.

34. **WARRANTY AND ACCEPTANCE:** All material shall be new and workmanship shall be first class in every respect. The work shall be subject to inspection and acceptance by Commission. Contractor guarantees its work hereunder for a period of 12 months after completion and acceptance of the work unless otherwise set forth herein. In the event Commission discovers defects in material or workmanship at any time before the expiration of the specified warranty period, Contractor shall, upon written notice from Commission, repair or replace at its sole expense any such defects. Commission may perform such repairs or replacements by other reasonable means and Contractor agrees to pay for such corrective measures. Neither acceptance of the work by Commission nor payment shall relieve Contractor from liability under the indemnity clause or any of the guarantees or warranties contained or implied herein.

35. **LAWS, REGULATIONS, PERMITS AND TAXES:** Contractor shall comply with Commission's jobsite procedures and regulations and with all applicable local, state and federal laws, rules and regulations and shall obtain all permits required for any of the work performed hereunder. Contractor shall procure and pay for all permits and inspections required for any of the work performed hereunder and shall furnish any bonds, security or deposits required to permit performance of the work. Contractor shall, to the extent permissible under applicable law, comply with the jobsite provisions which validly and lawfully apply to work on the specific jobsite being performed under this Contract.

36. **WORK RULES, SECURITY:** For work performed on Commission premises, Contractor shall strictly observe Commission work rules and security requirements. All work shall be carried out during normal Commission working hours unless specifically agreed to in writing by Commission. Contractor shall, at Commission's request remove from site any employee whom Commission deems to be incompetent, dishonest or uncooperative.

37. **CHANGES:** Commission may, at any time, direct in writing additions, deletions or changes to all or any part of the work. If any such changes causes an increase or decrease in the cost of or in the time required to perform such work, Contractor shall submit detail information substantiating such claims and an equitable adjustment shall be made to the price or time of performance.

38. **RELEASE AGAINST LIENS OR CLAIMS:** Contractor shall promptly pay all claims of persons or firms furnishing labor, equipment or materials used in performing the work hereunder. Commission may require Contractor to submit satisfactory evidence of payment and releases of all such claims. If there is any evidence of any such unpaid claim, the Utilities Commission may withhold any payment until Contractor has furnished such evidence of payment and release.

39. **ASSIGNMENT:** Any assignment by Contractor of this Contract or of any rights hereunder or hypothecation thereof in any manner, in whole or in part, by operation of law or otherwise, without the prior written consent of the Utilities Commission shall be voided.

40. **SAFETY AND FIRE PREVENTION:** Contractor shall at all times conduct all operations under the Contract in a manner to avoid risks of bodily harm to persons, damage to any property and fire. Contractor shall be responsible to take all precautions necessary and continuously inspect all work, materials and equipment to discover, determine and correct any such conditions which may result in any of the aforementioned risks.

41. **SUSPENSION OF WORK AND TERMINATION**

Utilities Commission May Suspend Work - The Utilities Commission may at any time and without cause suspend the Work or any portion thereof by notice in writing to the Contractor. The Project Manager shall fix the date on which Work shall be resumed and the Contractor will resume the Work on

the date so fixed. The Contractor will be allowed an extension of the Contract Time or both, if directly attributable to any suspension. However, no change to the contract price will be allowed on claims for suspended work or delays, whatever the course or reason. Also, during any period of suspension, the Contractor shall take all available measures to mitigate costs such as taking on new work, reassigning resources to other contracts, etc.

Utilities Commission May Terminate for Cause - If the Contractor is adjudged bankrupt or insolvent; if he makes a general assignment for the benefit of his creditors without Utilities Commission approval; if a trustee or receiver is appointed for the Contractor or for any of his property; if he files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; if he fails to prosecute and complete the Work in accordance with the established Project Schedule or within the Contract Time allowed; if he repeatedly fails to supply sufficient skilled workers or suitable materials or equipment; if he repeatedly fails to make prompt payment to subcontractors for labor, materials or equipment; if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction; if he disregards the authority of the Project Manager; or if he otherwise substantially violates any provisions of the Contract Documents, then the Utilities Commission may, without prejudice to any other right or remedy and after giving the Contractor and his Surety seven (7) days written notice, terminate the services of the Contractor and take possession of the Work and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and assign the completion of the Work to the Surety, or finish the Work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Amount exceeds the direct and indirect cost of completing the Work, including compensation for additional professional services, such excess shall be paid to the Contractor. If such cost exceeds such unpaid balance, the Contractor will pay the difference to the Utilities Commission. Such cost incurred by the Utilities Commission will be determined by the Utilities Commission and incorporated in a Change Order.

Where the Contractor's services have been so terminated by the Utilities Commission, said termination shall not affect any rights of the Utilities Commission against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys by the Utilities Commission due the Contractor will not release the Contractor from liability.

Upon Termination for Cause, the Contractor shall not be entitled to payment for any anticipated supplemental costs, administrative expenses and/or profit for uncompleted Work - If after notice of termination of the services of the Contractor for cause, it is determined that the Contractor was not in default, the termination shall be deemed to have been for the convenience of the Utilities Commission. In such event the Contractor may recover from the Utilities Commission payment for Work completed and reasonable termination costs as provided in the following paragraph.

Termination for Convenience: Upon seven (7) days written notice to the Contractor and the Surety, or sooner if reasonable under the circumstances, the Utilities Commission may, without cause and without prejudice to any other right or remedy, elect to terminate any part of the Work, or the Contract in whole or in part, as the Utilities Commission may deem appropriate. In any termination for convenience, the Contractor shall be paid for Work completed by the Contractor and subcontractors at the time of termination provided, however, that the payment to the Contractor will exclude any and all anticipated supplemental costs, administrative expenses and profit for uncompleted Work. Upon termination for convenience, the Utilities Commission shall have full power and authority to take possession of the Work, assume any sub agreements with Subcontractors and suppliers which the Utilities Commission selects, and prosecute the Work to completion by contract or as the Utilities Commission may deem expedient.

42. MAINTENANCE OF RECORDS

The Contractor will keep adequate records and supporting documents applicable to this contract. Said records and documentation will be retained by the Contractor for a minimum of five (5) years from the date of final payment on this Contract. The Utilities Commission and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the Utilities Commission deems necessary during the period of this contract and a period of five (5) years after completion of contract performance; provided however, such activity shall be conducted only during normal business hours. The Utilities Commission during the period of time defined by the preceding sentence shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Contractor as concerns the aforesaid records and documentation.

THE UTILITIES COMMISSION RESERVES THE RIGHT TO WAIVE INFORMALITIES IN ANY BID, TO REJECT ANY AND ALL BIDS IN WHOLE OR IN PART, WITH OR WITHOUT CAUSE, AND/OR ACCEPT THE BIDS OR PORTIONS THEREOF THAT IN ITS JUDGMENT WILL BE FOR THE BEST INTEREST OF THE UTILITIES COMMISSION.

SECTION 2.0 REQUIRED CERTIFICATIONS AND REPRESENTATIONS

SECTION 2.1 CERTIFICATION OF DRUG-FREE WORKPLACE

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

VENDOR SIGNATURE

**SWORN STATEMENT UNDER SECTION 287.133(3) (1)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted Bid, Bid or Contract for_____.
2. This sworn statement is submitted by_____

[name of entity submitting sworn statement] whose business address is: _____

_____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____.

(If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.
3. My name is _____ and my relationship to the entity named above is _____.
4. I understand that a “public entity crime” as defined in Paragraph 287.133 (1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state, or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that “convicted” or “conviction” as defined in Paragraph 287.133 (91) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court or recording, relating to charges brought by federal or state trial court or recording, relating to charges brought by federal or state trial court or recording, relating to charges brought by indictment or information after July 1, 1989, as a result of just verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand the “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means: (1) A Predecessor or Successor of a person convicted of public crime: or (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholder, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of public crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a “person” as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.
8. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies]

Public Entity Crimes Statement

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_____ Neither the entity submitting this sworn statement, or one more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate or the entity, has been charged with and convicted of public entity subsequent to July 1, 1989, AND [Please indicate which additional statement applies.]

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the final order.]

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the final order.]

_____ The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

Date: _____
Signature

STATE OF: _____

COUNTY OF: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
[name of individual signing] who after first sworn by me affixed his/her signature in the space provided above on this ____ day of _____, 20____.

My commission expires: _____
Notary Public

Print, Type, or Stamp of Notary Public

Personally known to me, or
Produced Identification:

Type of I.D.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

He/she is _____ of _____, Bidder that has submitted the attached Bid;

He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Neither the said Bidder nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person, to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the UCNSB.

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

Title

Subscribed and sworn to before me this _____ day of _____, 20____.

Title

My Commission Expires: _____

2.4

QUESTIONNAIRE RFP 01-09

Additional space may be required. Please answer questions in the order presented. All questions must be answered or contractor may be disqualified.

1. Has your company ever been denied insurance or had insurance canceled?
2. Is your company bondable? Has your company ever been denied bond? If yes, explain.
3. Can your insurance company produce a certificate of insurance stating your limits and naming UCNSB as an Additional Insured?
4. Since January 1, 2001, has your company been a defendant in any lawsuits?
5. Is your company a subsidiary or otherwise legally affiliated with any other company?
6. Is your company rated by Dunn & Bradstreet or any other rating agency? If yes, what is the name of the agency and rating?
7. Is your company in any stage of bankruptcy, including initial filing?
8. Can you supply us with three (3) business references similar to UCNSB? If yes, attach a list including contact and phone number (Form 2.6 on page 17).
9. Has or is your company or any of its principals ever been disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department, agency or any State Government department or agency?

2.5

EVALUATION FACTORS

Proposals shall include all of the information solicited in this ITB, and any additional information that the Bidder deems pertinent to the understanding and evaluating of the bid. **Proposals shall be organized and sections tabbed in the following order.** The Proposer should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. All proposals shall include, at a minimum, the following information. Failure to supply all of the information requested may result in the bid being excluded from consideration.

Factor #1 **Experience:**

Provide a profile showing the company history, business structure, and list of principals. A minimum of fifteen (15) years in business is required and must have satisfactorily completed **FEMA** projects in the past.

Factor #2 **References:**

Submit a detailed list of clients receiving similar services within the last five years. Please include a brief description of the scope of work performed and the name, phone number and email address of the contact person. You may use form 2.6, which is page 20.

Factor #3 **Pricing:**

Submit Bid Proposal from page 26.

Factor #4 **License:**

Submit a copy of your current State Contractor License.

Factor #5 **Public Entity Crimes and Non-collusion Affidavit**

All Bidders shall properly complete, notarize and submit Attachments "A" and "B" here.

Factor #6 **Addenda Acknowledgement**

Please submit all addenda (if any) related to this bid here.

Factor #7 **Questionnaire**

The Questionnaire responses should be submitted here.

Factor #8 **Other Information**

Provide any information that will provide insight to the evaluators about the qualifications, fitness and abilities of the Bidder. This information should be succinct.

SECTION 2.6 REFERENCES

Provide the business names, contact persons and telephone numbers of three (3) references for which the firm has provided services described in this proposal for five (5) years. Prefer relationships with utility and governmental agencies. It is our intent to contact these references during the award process.

1. Name of Company: _____

Address: _____

Point of Contact: _____

Phone Number: _____

Dates of Service: _____

Service(s) Provided: _____

2. Name of Company: _____

Address: _____

Point of Contact: _____

Phone Number: _____

Dates of Service: _____

Service(s) Provided: _____

3. Name of Company: _____

Address: _____

Point of Contact: _____

Phone Number: _____

Dates of Service: _____

Service(s) Provided: _____

SECTION 2.7 VENDOR INFORMATION

In addition to General conditions, your BID may be disqualified if the following vendor information is not returned with your BID.

Vendor is:

- () Corporation
- () Partnership
- () Sole Proprietorship
- () Other _____(Explain)

Federal Employer Identification

Number or Social Security Number: _____

Do you collect Florida State Sales Tax? () Yes () No

Firm Name: _____

Mailing Address: _____

Telephone No. _____ Fax No. _____

Email Address: _____ Web Address: _____

Commodity or Service Supply: _____

If vendor is quoting, as a manufacturer's representative and the purchase order should be addressed to the manufacturer in care of the vendor, so indicate.

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Mailing Address: _____

Submitted by: _____

Name & Title Printed: _____

Request for Taxpayer Identification Number and Certification

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

Print or type See specific instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

Social security number								

OR

Employer identification number								

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

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

SECTION 3 – SCOPE OF WORK

The Utilities Commission City of New Smyrna Beach will wind retrofit the following two buildings:

Electric Operations Center, located at 350 Slaton Street, New Smyrna Beach, Florida 32168, by purchasing and having forty-four manually operated roll down shutters, one (1) motorized roll down shutter on the front entry door and one (1) Armor Screen for the door between the elevator compartment and the main body of the building installed. If deemed necessary, wind protection will be provided on any other openings such as skylights, louvers and exhaust fans.

Water Treatment Plant, located at 2640 Paige Avenue, New Smyrna Beach, Florida 32168 by purchasing and having four (4) units of Armor Screen, eight (8) motorized operated roll down shutters, two (2) clear polycarbonate panels and tie downs for the condensing unit on the roof. If deemed necessary, wind protection will be provided on any other openings such as skylights, vents, louvers and exhaust fans.

All installations will be done in strict compliance with the new Florida Building Code:

Protected with an impact resistant coving meeting or exceeding the requirements of Miami-Dade TAS-201, TAS-202 and TAS-203 or AAMA 506 or SSTD 12, ASTM E 1886 and ASTM E 1996, ANSI/DASMA 115 referenced therein as follows:

- a) Glazed openings located within 30 feet (9.2 m) of grade shall meet the requirements of the Large Missile Test.
- b) Glazed openings located more than 30 feet (9.1 m) above grade shall meet the provisions of the Small Missile Test.
- c) Louvers protecting intake and exhaust ventilation ducts not assumed to be open that are located within 30 feet (9144 mm) of grade shall meet requirements of the Large Missile Test.

Impact-resistant coverings shall be tested at 1.5 times the design pressure (positive or negative) expresses in pounds per square feet as determined by the Florida Building Code, Building Section 1609 for which the specimen is to be tested.

All materials will be certified to meet the wind and impact standards of the current local codes. The local municipal or county building department will inspect and certify installation according to the manufacture's specification, and ensure that the above referenced standards have been met.

These are FEMA projects 1679-07-R and 1679-08-R.

The materials and work are intended to decrease the vulnerability of the building to property losses and are specifically not intended to provide for the safety of inhabitants before, during or after a natural man made disaster.

- 1. The shutters shall be extruded aluminum roll down type. Shutters must have appropriate specifications including installation, hardware and attachment equal to or exceeding the specifications.
- 2. All aluminum extrusions shall be 6063-T6 alloy and temper.
- 3. All fasteners to be stainless steel or non-corrosive type.
- 4. When shutters are installed on any other area than the balconies, the area below must be sectioned off for safety precautions.

I. MATERIALS – ROLL DOWN SHUTTER COMPONENTS, HARDWARE & FASTNERS

- A) All aluminum mullions will have a minimum .125 thickness and be 6063-T6 alloy and temper.
- B) Profile of aluminum slats will have a minimum height of 58mm (2.125") excluding J- hook.
- C) All components shall be labeled on submitted engineering drawings.
- D) **Hardware** - Shall conform to engineering drawings and must be manufactured of a non-corrosive material. All fasteners shall be stainless steel or non-corrosive while maintaining tension and shear loads as engineered in accompanied raised seal drawings.
- E) **Finish** – All exposed covers (housings) and structural components except storm bars are required to have a stucco textured finish. All stucco surfaces must be properly prepared with a textured coating applied such as AccuCrete or Dryvit. Stucco coating must have a minimum of a 3yr. warranty against chipping or peeling from normal weathering.
- F) **Housing (Hoods)** - Housings shall be made of aluminum coil, with a minimum thickness of .032". Housings will be constructed with the top of housing having a slope at a minimum of 3/4" in a 10" projection from the wall allowing for drainage. The housings will be totally independent of the mechanism that holds the shutter to the wall structurally. End cap or Modular housing system is not permitted. The purpose of the sloped hood is to eliminate trapped water and for proper drainage between the hood and building.
- G) **No End Cap or Modular Systems** - End Caps or Modular for roll down shutters are prohibited. The bracket system, which is totally independent from track attachment, is the only approved system.
- H) **Floor Sealants** - All screws and fasteners anchored in the floor or slab must be set in a One-Component Elastomeric polyurethane sealant such as NP 1 or its equivalent.
- I) **Colors** - Slats of shutters to be IVORY. Stucco finishes on housings and structures to match the color of building exterior.

II. OPERATORS

- A) Any manual shutters shall have a sealed, pre-lubricated gear assembly designed for the capacity of the shutter.
- B) All type motors shall have a minimum of a 5 yr. Warranty against any failure due to normal operation.
- C) Motors will be equipped with a manual override.

III. ENGINEERING

- A) Roll down shutters must be designed in accordance with the 2004 Edition of the Florida Building Code, Section 1609, meeting the requirements for impact and fatigue resistance.
- B) It is the responsibility of the contractor to provide sealed engineering drawings.

IV. CONTRACTOR'S RESPONSIBILITIES (Included but not limited to the following)

- A) Sealed Drawings
- B) Permitting
- C) Electrician(s)
- D) Rental of any and all equipment needed to complete the job as outlined
- E) The contractor that is selected and all of their subcontractors need to realize that this is a partially funded FEMA project and will have certain obligations that they need to follow. They will be bound to comply with (i) all the terms of FEMA Project 1679-07-R and 1679-08-R, (ii) they will be bound by all local, state and federal regulations, and (iii) the contractor and any subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontract's performance of work under this Agreement, to the extent allowed and required by law.

**UTILITIES COMMISSION
City of New Smyrna Beach, Florida
ITB 01-09
Bid Form**

350 Slaton Street

Cost: _____ **Days to complete installation after receiving purchase order:** _____

2640 Paige Avenue

Cost: _____ **Days to complete installation after receiving purchase order:** _____

Total cost: _____

The Utilities Commission reserves the right to waive informalities in any quotation, to reject any and all quotations in whole or in part, with or without cause, and/or accept the quotations or portions thereof that in its judgment will be in the best interest of the Utilities Commission. The quotation shall be valid for award within ninety (90) days from the date of opening unless specified otherwise.

Submitted By:

Name of Company: _____

Name & Title: _____

Signature: _____

Telephone No.: _____ **Facsimile No.:** _____