

**UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH, FLORIDA**

ITB# 15-17
750KCMIL Cable

INVITATION TO BID

The Utilities Commission, City of New Smyrna Beach, Florida (**COMMISSION**) is seeking bids from qualified vendors to:

[Purchase of 750KCMIL Cable per the Attached Specifications](#)

Notice is hereby given that sealed bids will be received at 200 Canal Street, New Smyrna Beach, FL 32168, until **2:30 P.M.** on **April 12, 2017** at which time they will be publicly opened in the 3rd floor DeBerry Room.

Submit Bids To: Caleb Fisher, CPPB
Purchasing Agent
Utilities Commission,
City of New Smyrna Beach
(386) 424.3045 Voice
(386) 424.2748 Fax
CFISHER@UCNSB.ORG

Mailing Address: Post Office Box 100
New Smyrna Beach, FL
32170-0100

Walk In Delivery: 200 Canal Street
New Smyrna Beach, FL
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**

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BID SCHEDULE

- DISTRIBUTION OF THE INVITATION TO BID: **April 3, 2017**

- DEADLINE FOR FINAL QUESTIONS BY 2:30 P.M.: **April 6, 2017**
 - E-MAIL TO CFISHER@UCNSB.ORG

- ADDENDUM PUBLISHED BY 5:00 P.M.: **April 7, 2017**

- BID RETURN DEADLINE BY 2:30 P.M.: **April 12, 2017**
 - LOCATION: **UCNSB - RECEPTION
200 CANAL STREET
NEW SMYRNA BEACH FL, 32168**

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GENERAL TERMS AND CONDITIONS

1. **INSTRUCTIONS TO BIDDERS:** To insure consideration of your bid, please follow these instructions. Bids not in compliance with conditions specified herein are subject to rejection.

2. **SEALED BIDS: AN ORIGINAL BID AND 1 COPY plus a USB Flash Drive or a CD** must be in the Finance Department by the date and time specified. The Bid Reply, Certification of Drug-Free Workplace Form, Public Entity Crimes Form, Non-Collusion Affidavit of Prime Bidder Form, Evaluation Factors, Questionnaire, and any addenda issued must be included. Bids must be sealed and clearly labeled with the following information:
 - a. Name and address of Bidder
 - b. Bid number
 - c. Date and time of Bid Opening

3. **PREPARATION OF BID:** All information shall be entered in ink, typewritten, or produced by computer. It is your responsibility to make certain that unit prices and extended prices are correct. The UCNSB will not be responsible for errors or omissions made by the bidder in determining bid price(s). The bid must contain a manual signature of an authorized representative of the agency bidding. In order to insure uniformity, bids must be submitted on this Bid Form and the attached pages.

4. **PREPARATION OF BID:** All information shall be entered in ink, typewritten, or produced by computer. It is your responsibility to make certain that unit prices and extended prices are correct. The UCNSB will not be responsible for errors or omissions made by the bidder in determining bid price(s). The bid must contain a manual signature of an authorized representative of the agency bidding. In order to insure uniformity, bids must be submitted on this Bid Form and the attached pages.

5. **OBLIGATION OF BIDDER:** By submitting a BID, the bidder covenants and agrees that they have satisfied themselves from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

6. **FURNISHED ITEMS:** No material, labor or facilities will be furnished by the **COMMISSION** unless specifically stated.

7. **COLLUSION:** 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.

8. **PRICE WARRANTY:** 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.

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9. **COMMERCIAL WARRANTY:** The **BIDDER** agrees that the supplies and 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.
10. **INSPECTION AND ACCEPTANCE:** A duly authorized representative of the **COMMISSION** will accomplish inspection and acceptance of the supplies/services purchased herein at the designated delivery point.
11. **QUESTIONS REGARDING BID:** **COMMISSION** has made every effort to provide prospective vendors with the information needed to appropriately respond to this bid. **COMMISSION** realizes that some clarification, interpretation, or additional information may be required.

Questions regarding any portion of this bid shall be directed, in writing, to:

Utilities Commission, City of New Smyrna Beach

Caleb Fisher, Purchasing Agent

cfisher@ucnsb.org

or

P.O. Box 100

New Smyrna Beach, FL 32170-0100

All such requests must be received no later than 2:30 PM, Eastern Standard Time, **April 6, 2017**. Responses to all requests for more information will be included in any addenda and will be made available to all **BIDDERS** on **April 7, 2017**.

Requests for additional information received after the **April 6, 2017** deadline will not receive a response. Responses will **not** be made orally.

Any additional information pertaining to this Bid or to the services being sought hereunder obtained in a manner other than as described in the preceding paragraph should be regarded as unofficial. **COMMISSION** will not be bound in any way by information so obtained, or by a Bidder's reliance thereon.

12. **INVOICES:** 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.
13. **BID FORM:** 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.

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14. **BID OPENING:** 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 **BIDDER's** 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.**

15. **QUOTING PRICES:** 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.

16. **AMENDED OR WITHDRAWN BIDS:** Bids may be amended or withdrawn only by written notice prior to the bid opening. Amendments will only be accepted in the form of a new bid package. The bidder must pick up the original bid package and submit an amended sealed bid prior to the bids closing date and time. Amendments or withdrawals received after the bid opening will not be effective, and the original bid submitted will be considered.

17. **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. See attachment "A".

18. **CONSIDERATION OF BIDS:** The **COMMISSION** reserves the right to award the contract to the Bidder(s) that the **COMMISSION** deems to offer the best overall bid. The **COMMISSION** is therefore not bound to accept a bid on the basis of lowest price. In addition, the **COMMISSION** at its sole discretion, reserves the right to cancel this Bid, to reject any and all bids, to waive any and all informalities and/or irregularities, to re-advertise with either the identical or revised specifications, or not award a contract at all if it is deemed to be in the best interest of the **COMMISSION** to do so. The **COMMISSION** also reserves the right to make multiple or split awards if it is deemed to be in the **COMMISSION'S** best interest. The **COMMISSION** shall not be responsible for any cost or expense incurred by the Bidder in preparing or submitting a bid or any cost prior to the execution of a contract agreement.

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19. **TIE BID:** In the event of a tie bid where quality and service are equal; a preference is given to vendors submitting, with the proposal, a certification of a drug free work place in accordance with Section 287.087 Florida Statutes. Where tie bids are between bidders, one of which is located in Volusia County and the other bidder is not, the recommended award shall be to the local bidder. Past Performance-Consideration will be given to a vendor based on previous history and performance on similar Utilities Commission projects or requirements. Delivery availability or completion period. Capacity to perform in terms of service availability, facilities, personnel or financial availability. Closeness to delivery point. If **all** conditions are equal, a flip of a coin, with two witnesses present, shall be the deciding factor.

20. **SUBMITTING BIDS:** Bids shall be **addressed and mailed or delivered as specified on page one (1) to 200 Canal St. New Smyrna Beach, Florida 32168.**

21. **NO BID:** 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. Please Complete and Return Enclosed "Statement of No Bid Form"

22. **REJECTED BIDS:** The **COMMISSION** reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.

23. **FAILURE OF THE QUALIFIED VENDOR TO DELIVER:** Failure of the qualified vendor to deliver within the time specified, or within a reasonable time as interpreted by the **COMMISSION** or failure to make replacements of rejected articles as directed, shall permit the **COMMISSION** 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 qualified vendor shall reimburse the **COMMISSION**, within a reasonable time specified by the Purchasing Authority, for any expenses incurred in excess of the defaulted price. Payments due the qualified vendor by the **COMMISSION** may be withheld until reimbursement is received.

24. **OTHER AGENCIES:** All respondents awarded contracts from this solicitation may, upon mutual agreement, permit any municipality or other government agency to participate in the contract under the same prices, terms and conditions. If the period of time is not defined within this solicitation, the prices, terms and conditions shall be firm for 120 days from date of award. It is understood that at no time will any city or municipality or other agency be obligated for placing an order for any city municipality or agency, nor will any city municipality or agency be obligated for any bills incurred by any other city or municipality or agency. Further it is understood that each agency shall issue their own purchase order to the awarded respondent(s).

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25. **NON-WARRANTY OF SPECIFICATIONS:** Due care and diligence have been exercised in the preparation of this Bid and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposures shall rest solely with the provider. Neither the Commission nor its representatives shall be responsible for any errors or omission in this Bid nor for the failure on the part of the bidder(s) to determine the full extent of exposures.
26. **BID AWARD:** Award is expected to be made to the Bidder who best meets the requirements of UCNSB considering responsibility, responsiveness and price. A written contract and/or purchase order detailing agreed terms will be rendered between the UCNSB and the agency achieving a successful proposal. Terms of the contract will include any and all items as specified in the bid, plus mutually agreed terms and conditions.
27. **CLARIFICATION:** The UCNSB reserves the right to request clarification of information submitted and to request additional information of one or more Bidders, if needed.
28. **INSURANCE:** The qualified vendor 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**.

Coverage	Minimum Amounts and Limits
(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

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Coverage shall apply to the indemnity agreement and shall include the **COMMISSION** their officers and employees, each as additional insured's but only as regards to their liability arising out of qualified vendor 's performance of the work or out of operations performed by others on behalf of qualified vendor under this Contract. The insurance as afforded to such additional insured's 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, qualified vendor shall furnish **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 **COMMISSION** prior to cancellation thereof.

COMMISSION is not maintaining any insurance on behalf of qualified vendor covering loss or damage to the work or to any other property of qualified vendor 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 qualified vendor are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by qualified vendor under this contract.

qualified vendor shall deliver the original Certificate of Insurance and one copy to the agent of the **COMMISSION**.

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

29. **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

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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 attorney's 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.

30. **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**. qualified vendor guarantees its Materials hereunder for a period of twelve (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, qualified vendor 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 qualified vendor agrees to pay for such corrective measures. Neither acceptance of the work by **COMMISSION** nor payment shall relieve qualified vendor from liability under the indemnity clause or any of the guarantees or warranties contained or implied herein.
31. **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 cause an increase or decrease in the cost of or in the time required to perform such work, qualified vendor shall submit detail information substantiating such claims and an equitable adjustment shall be made to the price or time of performance.

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32. **CONFLICT OF INTEREST:** The award hereunder is subject to the laws of the State of Florida. All Bidders must disclose, with their proposal, the name of any officer, director, or agent who is also an employee of the UCNSB. Further, all Bidders must disclose the name of any UCNSB employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidders firm or any of its branches.
33. **GRATUITIES AND KICKBACKS:**
- (1) **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any **COMMISSION** employee or former **COMMISSION** employee, or for any **COMMISSION** employee or former **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 **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 qualified vendor 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.

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CERTIFICATION OF DRUG-FREE WORKPLACE FORM

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

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PUBLIC ENTITY CRIMES FORM
SWORN STATEMENT UNDER SECTION 287.133(3) (1) FLORIDA STATUTES

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 [Purchase of 750KCMIL Cable](#).
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.

Public Entity Crimes Statement

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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]

____ 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: _____ Personally known to me, or
Produced Identification: _____

Notary Public _____ Print, Type or Notary Stamp _____ Type of I.D. _____

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NON-COLLUSION AFFIDAVIT OF PRIME BIDDER FORM

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 **COMMISSION**.

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: _____

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

Social security number									
				-			-		
or									
Employer identification number									
					-				

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

By signing the filled-out form, you:

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

UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH, FLORIDA

ITB# 15-17
750KCMIL Cable

VENDOR APPLICATION

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: _____

UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH, FLORIDA

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QUESTIONNAIRE

Additional space may be required. Please answer questions in the order presented. All questions must be answered or qualified vendor 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, 2012, 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. Has your company been disbarred by the Federal Government or any State Government?

UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH, FLORIDA

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REFERENCES

Provide the business names, contact persons and telephone numbers of five (5) references for which the firm has provided the services described in this proposal for two (2) years or more. Include relationships with utility and governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: Address: _____
Point of Contact: _____ Phone #: _____
Service(s) Provided: _____

Dates of Service: _____
2. Name of Company: Address: _____
Point of Contact: _____ Phone #: _____
Service(s) Provided: _____

Dates of Service: _____
3. Name of Company: Address: _____
Point of Contact: _____ Phone #: _____
Service(s) Provided: _____

Dates of Service: _____
4. Name of Company: Address: _____
Point of Contact: _____ Phone #: _____
Service(s) Provided: _____

Dates of Service: _____
5. Name of Company: Address: _____
Point of Contact: _____ Phone #: _____
Service(s) Provided: _____

Dates of Service: _____

UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH, FLORIDA

ITB# 15-17
750KCMIL Cable

BID SUBMITTAL REQUIREMENTS

Bids 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. Bids shall be organized and sections tabbed in the following order. The **BIDDER** 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 bids shall include, at a minimum, the following information. Failure to supply all of the information requested shall result in the bid being excluded from consideration. UCNSB reserves the right to request information or clarification from bidders following the bid opening if omissions are deemed curable.

Factor #1 **Experience:**

Provide a profile showing company history, business structure, and a list of principals. A minimum of five (5) years in business is required.

Factor #2 **References:**

Submit a detailed list of clients receiving similar services within the last two (2) years. Please include a brief description of the scope of work performed and the name, phone number and email address of the contact person.

Factor #3 **Pricing:**

Submit Proposal Bid Forms here. Pages 27-28

Factor #4 **Public Entity Crimes, Non-collusion Affidavit, Drug Free Workplace, Vendor Information & W9 Forms:**

All **BIDDERS** shall properly complete, notarize and submit attachments A,B,C,D & E here

Factor #5 **Addenda Acknowledgement:**

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

Factor #6 **Questionnaire:**

The Questionnaire responses requested should be submitted here.

Factor #7 **Detailed Specifications:**

The manufacturer shall submit with the quotation or have on file with the UCNSB a copy of the uniform certified production tests for the cable being supplied. The certified copy of the production tests shall be included in this section

UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH, FLORIDA

ITB# 15-17
750KCMIL Cable

Special Conditions

BACKGROUND

The Utilities Commission, City of New Smyrna Beach operates an electric utility servicing approximately 23,000 customers. The Commission is soliciting qualified vendors to provide electrical cable to meet its needs.

AWARD

Award will be made based on overall cost of the wire. On this occasion we will have a line for expedited delivery and will consider that as an alternate award. When bidding alternate you must bid base bid as well to be considered. Alternate bid pricing will be considered based on overall lead-time and cost. Item to be awarded at April 17th Commission meeting with Purchase Order issued the following day upon approval

DELIVERY

The wood reels shall be of durable construction, designed to support the weight of the cable and withstand handling in accordance with standard industry practices.

Each end of the cable shall be positively sealed with a tight fitting end cap before shipment to prevent entrance of moisture.

The reels shall be lagged and covered with suitable material to provide physical protection for cables during transit, storage and normal handling operations.

Each reel shall be marked with a durable, non-fading label attached securely to a flange, plainly stating the customer's purchase order number, shipping length in feet of cable on the reel, beginning and ending sequential footage number, Type and size of conductors, thickness and type of insulation, voltage rating, tare weight and production sequence numbers.

Reels shall be shipped upright and securely blocked in position so that they will not shift during transit. **Reels to be delivered on Flat Bed open sided truck only.**

EXCEPTIONS

All exceptions to any of these specifications are to be clearly stated in the bid proposal and will require the review and approval of the UCNSB Director Electric Operations.

All Prices to Include Delivery

UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH, FLORIDA

ITB# 15-17
750KCMIL Cable

All Specifications

MANUFACTURERS
APPROVED FOR

Medium Voltage Underground Distribution Cable
Stock Numbers: 280-80-109433, 280-80-109434, 280-80-109436

PHELPS DODGE

REYNOLDS

SOUTHWIRE

ALCAN

HENDRIX

GENERAL CABLE

PRYSMIAN

**UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH, FLORIDA**

ITB# 15-17
750KCMIL Cable

**UCNSB Specifications for
Medium Voltage Underground Distribution Cable
Stock Numbers: 280-80-109433, 280-80-109434, 280-80-109436**

1.0 SCOPE

- 1.1 This specification applies to 25 KV phase to phase aluminum cables sizes 1/0 AWG, 4/0 AWG and 750 kcmil single conductor, cross-linked polyethylene insulated, 1/3 concentric neutral.
- 1.2 The cable shall be suitable for duct and/or direct buried installation.

2.0 GENERAL

- 2.1 The cable shall be manufactured and tested in compliance with the latest applicable editions or revisions of the following standards:
 - ASTM Standards B230-B231-B609
 - AEIC Standard CS8
 - ICEA Standards S-94-649, T-25-425
- 2.2 The cable shall be produced with the conductor shield, insulation and insulation shield all applied in the same extrusion operation.
- 2.3 All phases of the cable manufacturing and testing shall be accomplished with care and good workmanship.

3.0 CONDUCTORS

- 3.1 The central conductor shall be Class B concentric lay, compressed strand aluminum 1350 ³/₄ hard (for kcmil conductors) and H-19 full hard (for AWG conductors) in accordance with previously mentioned ASTM Standards B230, B231, B609 and ICEA S-94-649.
- 3.2 All interstices of the stranded conductor shall be filled with a compound to prevent ingress of water into the conductor during manufacture of cable, during shipping and storage, during installation, during splicing and terminating and in the event of accidental dig-in or cable joint failure. The compound shall be compatible with all cable components and shall not impair the performance of compression connectors. It shall not be present in the outer interstices of the conductor or degrade the performance of the cable in any manner

UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH, FLORIDA

ITB# 15-17
750KCMIL Cable

4.0 CONDUCTOR SHIELD

- 4.1 The conductor shield shall be Class B concentric lay, compressed strand aluminum in accordance with applicable ASTM, AEIC, ICEA standards.
- 4.2 The extruded shield shall be easily removable from the conductor and shall be firmly bonded to the overlying insulation.

5.0 INSULATION

- 5.1 The insulation shall be tree resistant cross-linked polyethylene and shall comply with applicable requirements of applicable ASTM, AEIC, ICEA standards.
- 5.2 The minimum average thickness of the insulation shall be 260 mils. The insulation thickness shall be in compliance with applicable requirements of ICEA minimum point thickness.

6.0 INSULATION SHIELDING

- 6.1 The insulation shield shall be a thermosetting semi-conductive material complying with applicable AEIC, ICEA standard requirements.
- 6.2 The shield shall be applied in order to facilitate the removal of all conducting material without externally applied heat. Stripping tensions shall comply with all applicable AEIC, ICEA standard requirements.

7.0 CONCENTRIC NEUTRAL

- 7.1 The concentric neutral conductor shall be 1/3 neutral configuration uncoated copper wire in compliance with all applicable ICEA standards. The concentric neutral shall be spaced evenly and applied helically over the outer semi-conducting shield with a lay of not less than six, or more than ten times the diameter over the concentric neutral conductor.

8.0 OVERALL OUTER JACKET

- 8.1 An outer insulating linear low density polyethylene jacket shall encapsulate the concentric neutral wires. The jacket shall fill the interstices leaving no voids between the neutral wires and shall be free stripping. The jacket thickness shall be in compliance with all applicable ICEA standards.

**UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH, FLORIDA**

ITB# 15-17
750KCMIL Cable

9.0 CABLE CONSTRUCTION AND DIAMETERS

- 9.1 The diameters of the cable construction shall be within the range of diameters allowed in compliance with applicable ICEA standards.

10.0 MARKINGS

- 10.1 In addition to markings required by AEIC and ICEA standards, the cable shall be marked with durable sequential footage. Marking shall be accomplished by surface printing and shall be clearly legible. The sequential markings shall be made a minimum of every two feet along the length of the cable.

11.0 TESTS

- 11.1 The cable design and cable tests shall have been performed in compliance with all applicable AEIC, ICEA standards.
- 11.2 The manufacturer shall submit with the quotation or have on file with the UCNSB a copy of the uniform certified production tests for the cable being supplied. The certified copy of the production tests shall be sent to:

**Utilities Commission, City of New Smyrna Beach
Electric Operations Department
P. O. Box 100
New Smyrna Beach, FL 32170-01000
Att: Director Electric Operations**

- 11.3 Cross section cable samples of cable supplied shall be randomly selected and shall be water pressure tested in compliance with all applicable ICEA standards at a pressure of 5 psi. There shall be no water leakage from the cable samples tested.

UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH, FLORIDA

ITB# 15-17
750KCMIL Cable

12 PACKING

12.1 Unless otherwise specified in the purchase order, the cable shall be furnished in one continuous length, (see table below), per non-returnable wood reels with a tolerance of +/- 10%.

<u>Wire Size</u>	<u>Length</u>
1/0 AWG	2,500 ft.
4/0 AWG	4,000 ft.
750 kcmil.	2,500 ft.

12.2 The wood reels shall be of durable construction, designed to support the weight of the cable and withstand handling in accordance with standard industry practices.

12.3 Each end of the cable shall be positively sealed with a tight fitting end cap before shipment to prevent entrance of moisture.

12.4 The reels shall be lagged and covered with suitable material to provide physical protection for cables during transit, storage and normal handling operations.

12.5 Each reel shall be marked with a durable, non-fading label attached securely to a flange, plainly stating the customer's purchase order number, shipping length in feet of cable on the reel, beginning and ending sequential footage number, Type and size of conductors, thickness and type of insulation, voltage rating, tare weight and production sequence numbers.

12.6 Reels shall be shipped upright and securely blocked in position so that they will not shift during transit. **Reels to be delivered on Flat Bed open sided truck only.**

13 EXCEPTION

All exceptions to any of these specifications are to be clearly stated in the bid proposal and will require the review and approval of the UCNSB Director Electric Operations.

**UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH, FLORIDA**

ITB# 15-17
750KCMIL Cable

**BID NO 16-15 750 KCMIL Cable
BID FORM
Page 1 of 2**

Base Bid

ITEM	DESCRIPTION	QTY	UOM	PRICE	EXT TOTAL	LEAD-TIME
280-80-109433	Cable, 750 kcmil, 25KV aluminum cable, stranded, strand filled tree resistant crosslinked polyethylene, 260 mils insulation, jacketed, 2,500' reels, +/- 10%.	30,000.00	FT			

Bid Alternate Based on Lead-Time W/Expedited Shipping

ITEM	DESCRIPTION	QTY	UOM	PRICE	EXT TOTAL	LEAD-TIME
280-80-109433	Cable, 750 kcmil, 25KV aluminum cable, stranded, strand filled tree resistant crosslinked polyethylene, 260 mils insulation, jacketed, 2,500' reels, +/- 10%.	30,000.00	FT			

NOTES TO BIDDERS:

All prices to be quoted FOB New Smyrna Beach, FL

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.

UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH, FLORIDA

ITB# 15-17
750KCMIL Cable

BID FORM page 2 of 2

The COMMISSION reserves the right to award the contract to the Bidder(s) that the COMMISSION deems to offer the best overall bid. The COMMISSION is therefore not bound to accept a bid on the basis of lowest price. In addition, the COMMISSION at its sole discretion, reserves the right to cancel this Bid, to reject any and all bids, to waive any and all informalities and/or irregularities, to re-advertise with either the identical or revised specifications, or not award a contract at all if it is deemed to be in the best interest of the COMMISSION to do so. The COMMISSION also reserves the right to make multiple or split awards if it is deemed to be in the COMMISSION'S best interest. The COMMISSION shall not be responsible for any cost or expense incurred by the Bidder in preparing or submitting a bid or any cost prior to the execution of a contract agreement.

Submitted

by: _____

(Please Print)

Company

Name: _____

Date: _____

Title: _____

Phone No. _____

Fax No: _____

E-Mail: _____

Signature: _____

**UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH, FLORIDA**

ITB# 15-17
750KCMIL Cable

STATEMENT OF NO BID

NOTE: If you do NOT intend to bid on this requirement/project, please return this form immediately. Thank you.

Utilities Commission, City of New Smyrna Beach, Florida

We, the undersigned have declined to submit a bid due to the following reason(s):

- Specifications too "tight", i.e. geared toward one brand/manufacturer service only (explain below).
- Unable to meet time period for responding to bid.
- We do not offer this product or service.
- Our schedule would not permit us to perform.
- Unable to meet specifications.
- Unable to meet Bond/Insurance requirement(s).
- Specifications unclear (explain below).
- Unable to meet insurance requirements.
- Please remove us from your "bidder's list".
- Other (specify below).

REMARKS: _____

We understand that if the "No Bid" letter is not executed and returned our name may be deleted from the bidder's list of the Utilities Commission, City of New Smyrna Beach, FL.

Company Name: _____ E-mail: _____

Bid Number: _____ Date: _____

Signature: _____ Fax: _____

Telephone: _____