

**UTILITIES COMMISSION
City of New Smyrna Beach**

ITB 21-20 3-WAY TIE SWITCH MATERIAL PURCHASE

INVITATION TO BID

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

ITB #21-20 Field Street Three (3) Way Transmission Switch

Procure, deliver, and unload a three-phase, 3-way transmission switch. The switch shall be a 115kV, 2000A switch with 61kA momentary interrupting rating. The switch shall be three-phase, three (3) way, group-operated, vertical mount, side break, SF6 or vacuum interrupters, with porcelain insulators, with motor operating mechanism and other related items as specified in Section 33 71 26.33.

Factory support services and related travel and per diem expenses to adjust and commission the 3-way switch as specified in Section 33 71 26.33 shall also be provided.

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 **July 23, 2020** 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: 200 Canal Street
New Smyrna Beach, FL
32168

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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- [Section 33 71 26.33: Transmission Switches](#)

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BID SCHEDULE

June 8, 2020	DISTRIBUTION OF THE INVITATION TO BID
June 23, 2020	PRE-BID MEETING (NON-MANDATORY) TIME: 1:30 P.M. LOCATION: DEBERRY ROOM, 3RD FLOOR UTILITIES COMMISSION 200 CANAL STREET NEW SMYRNA BEACH, FL 32169
July 2, 2020	DEADLINE FOR FINAL QUESTIONS BY 2:30 P.M. E-MAIL: cfisher@ucnsb.org
July 10, 2020	ADDENDUM PUBLISHED BY 5:00 P.M.
July 23, 2020	BID RETURN DEADLINE BY 2:30 P.M. LOCATION: UTILITIES COMMISSION RECEPTION 200 CANAL STREET NEW SMYRNA BEACH, FL 32169

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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. Proposals 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. **COMMISSION:** The term **COMMISSION** used herein refers to the Utilities Commission, City of New Smyrna Beach, Florida, or its duly authorized representative.
4. **BIDDER:** The term **BIDDER** used herein refers to the dealer/manufacturer or business organization submitting a bid to the **COMMISSION** in response to this solicitation.
5. **BID EXAMINATION:** **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.
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.
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.

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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, **July 2, 2020**. Responses to all requests for more information will be included in any addenda and will be made available to all **BIDDERS** on **July 10, 2020**.

Requests for additional information received after the **July 2, 2020** 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. **COMMUNICATIONS**: Any communication between any potential vendor, service provider, bidder, lobbyist or consultant and any U.C. Commission Member, staff member, or consultant of the U.C. regarding this procurement is strictly prohibited from the date on which the solicitation advertisement appears on the U.C.'s website, Demandstar, or newspaper through the date of contract award. Also from the date of the filing of any notice of protest of award through resolution for the parties involved in the protest or contract award, whichever is longer. The only exceptions to this are communications with the U.C.'s Material Manager or the U.C.'s designated point of contact. Any violation shall constitute grounds for immediate and permanent disqualification of the offending firm and possible debarment or suspension. At the U.C.'s General Manager/CEO and Director of Finance (CFO)'s sole discretion, it may also serve as grounds for the voiding of any Contract with the violator and/or to temporarily or permanently debarring the violator from future work with the U.C. This process will safeguard the integrity of the U.C.'s procurement and protest process and also provide an ethical, equitable, and transparent procurement process.

13. **NON DISCLOSURE**: The Utilities Commission understands the vendors concerns regarding confidential and/or proprietary information for both participating parties. In response UCNSB is incorporating the following verbiage into **ITB #21-20 Field Street Three (3) Way Transmission Switch**. Upon receipt by UCNSB, responses to solicitations become public records subject to the provisions of Florida's state policy on public records, Section 119 Florida Statutes. If you believe that any portion of your response is exempt you should clearly identify the specific documents for which confidentiality is claimed, and provide specific legal authority of the asserted exemption.

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14. **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.
15. **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.
16. **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**.
17. **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.
18. **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.
19. **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".
20. **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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21. **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.
22. **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.**
23. **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.
24. **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.
25. **FAILURE OF THE CONTRACTOR TO DELIVER:** Failure of the contractor 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 contractor 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 contractor by the **COMMISSION** may be withheld until reimbursement is received.
26. **BRAND OR TRADE NAMES:** 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 no charge to the **COMMISSION**. The **COMMISSION** reserves the right to determine if bid goods are equivalent to specified goods.
27. **AWARDS:** 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.
28. **INDEPENDENT CONTRACTORS:** Contractor is an independent contractor, and all persons employed by Contractor in connection herewith shall be its employees and not employees of **COMMISSION** in any respect.

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29. **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**.

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

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 **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**.

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**. Contractor guarantees its work 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

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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.

31. **LAWS, REGULATIONS, PERMITS AND TAXES:** Contractor must comply with **COMMISSION's** jobsite procedures and regulations and with all applicable local, state and federal laws, rules and regulations and must obtain all permits required for any of the work performed hereunder. Contractor must procure and pay for all permits and inspections required for any of the work performed hereunder and must furnish any bonds, security or deposits required to permit performance of the work. Contractor must, 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.
32. **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.
33. **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, Contractor shall submit detail information substantiating such claims and an equitable adjustment shall be made to the price or time of performance.
34. **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 **COMMISSION** may withhold any payment until Contractor has furnished such evidence of payment and release.
35. **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 **COMMISSION** shall be voided.
36. **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.

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37. **SUSPENSION OF WORK AND TERMINATION:** **COMMISSION** May Suspend Work - The **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, 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 Cause or reason.

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 **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 **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 **COMMISSION**. Such cost incurred by the **COMMISSION** will be determined by the **COMMISSION** and incorporated in a Change Order.

Where the Contractor's services have been so terminated by the **COMMISSION**, said termination shall not affect any rights of the **COMMISSION** against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys by the **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 **COMMISSION**. In such event the Contractor may recover from the **COMMISSION** payment for Work completed and reasonable termination costs as provided in the following paragraph.

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Termination for Convenience: Upon seven (7) days written notice to the Contractor and the Surety, or sooner if reasonable under the circumstances, the **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 **COMMISSION** may deem appropriate. In any termination for convenience, the Contractor shall be paid for work completed, and costs incurred, materials delivered or ordered 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 **COMMISSION** shall have full power and authority to take possession of the Work, assume any sub-agreements with Subcontractors and suppliers which the **COMMISSION** selects, and prosecute the Work to completion by contract or as the **COMMISSION** may deem expedient.

Removal of Contractor Employee: The **COMMISSION** retains the right to require immediate removal of any contractor employee, including the foreman or superintendent if in the **COMMISSION's** sole determination it is in the interest of the **COMMISSION** or the project. Such removal should be immediate and not subject to approval or discussion.

38. **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 **COMMISSION** and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the **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 **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.
39. **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 **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.

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40. **EMPLOYEE CONFLICT OF INTEREST:** It shall be unethical for any **COMMISSION** employee to participate directly or indirectly in a procurement contract when the **COMMISSION** employee knows that:

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

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

A **COMMISSION** employee or any member of a **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.

41. **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 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.

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42. **USE OF PREMISES:** The Contractor will confine his equipment, the storage of materials and equipment, and the operations of his workers to the areas permitted by law, ordinances, permits or the requirements of the Contract Documents and shall not unreasonably encumber the premises with materials or equipment.

The Contractor shall confine the operation of workmen and equipment, and the storage of materials and equipment to the **COMMISSION's** property or to other non- **COMMISSION** property or in public right-of-way areas indicated on the Contract Drawings as including work to be done pursuant to the Contract documents. In the event the Contractor desires to have access to the project site, or perform work or operations pertaining to the contract on, over or from non- **COMMISSION** property adjacent to the project site, the Contractor shall obtain written authorization to do so from the respective adjacent property owner(s) prior to using such property. Such written authorization shall include a provision whereby the property owner agrees to hold the **COMMISSION** harmless, and to defend the Utilities Commission, in the event of any liability, loss, injury, or claim incurred as a result of the Contractors work or operations involving the use of the adjacent non-**COMMISSION** property. The **COMMISSION** shall be provided with a notarized, certified copy of such written authorization(s) before the Contractor commences work or operations or use of such property in connection with work or operations pursuant to this contract.

43. **EMERGENCIES:** In emergencies affecting the safety of persons, the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Project Manager, is obligated to act at his discretion to prevent threatened damage, injury or loss. He will give the Engineer and or Project Manager prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved. If the Contractor believes that additional Work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Amount or an extension of the Contract Time, he may make a claim.
44. **CHANGES IN THE WORK:** Without invalidating the Agreement, the **COMMISSION** may, at any time or from time to time, order additions, deletions or revisions in the Work authorized by written Change Orders or directive. Upon receipt of a Change Order, the Contractor will proceed with the work involved. All such work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Amount or any extension or shortening of the Contract Time, an equitable adjustment will be made.

Additional Work performed by the Contractor without authorization of a Change Order will not entitle him to an increase in the Contract Amount or any extension of the Contract Time, except in the case of an emergency.

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It is the Contractor's responsibility to notify his Surety of any changes affecting the general scope of the Work or change of the Contract Amount and the amount of the applicable bonds shall be adjusted accordingly, and an amended bond document furnished to the **COMMISSION**.

In the event the **COMMISSION** directs the Contractor to make a change in the Work, and if the **COMMISSION** and the Contractor do not arrive at a mutually acceptable increase or decrease in the Contract Amount, the Contractor shall not use any such lack of mutual acceptance as a basis or cause to stop or otherwise delay the progress or the execution and completion of any of the work ordered, directed or required pursuant to the Contract Documents.

45. **PERFORMANCE AND PAYMENT BONDS:** In the event the Contract is awarded to the Bidder, he will thereafter enter into a written contract with the Owner and furnish a Payment and Performance Bond in an amount equal to the contract price, in strict accordance with Section 255.05 of Florida Statutes. Payment and Performance Bonds shall be secured from or countersigned by an agency or surety company recognized in good standing and authorized to do business in the State of Florida.
46. **BID BOND:** Bids shall be accompanied by a security deposit as follows: Bid Bond in the amount of a sum no less than 10 percent of the Bid Price/Sum. Endorse the Bid Bond in the name of the **COMMISSION** as the obligee, signed and sealed by the principal (Contractor) and surety.
47. **HURRICANE OR TROPICAL STORM SUSPENSIONS:** During official hurricane season (June 1 to Nov. 30) this provision will be effective. If a hurricane or tropical storm watch or warning is issued for any part of the **COMMISSION** service area contractors will be required to take the following actions at no added cost to **COMMISSION**.
1. Cease all work except to secure the completed work and protect any stored materials from storm damage, or from being caught into motion by storm forces that may damage other property.
 2. Fill any excavations and secure from erosion and traffic.
 3. Collect and remove or secure any loose material or packing from work or storage areas.
 4. Remove all materials or equipment from any street or roadway.
 5. Remove equipment from the barrier islands.
 6. Evacuate all personnel from work areas upon issue of order by emergency services agency.

Contractors may return to work upon lifting of watches and warnings and restoration of public access. Allowance will be made to contract time for storm warning/watch & preparation plus reasonable time (not more than 5 days unless special circumstances warrant) after access is restored if it has been interrupted by official order. No adjustments will be made to the contract prices.

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48. LIQUIDATED DAMAGES:

If awarded this construction contract, the Bidder agrees to complete the work covered by this contract as follows:

1. Delivery by week of November 9, 2020.

Delivery shall be considered when:

- **The COMMISSION receives a three (3) way transmission switch and the associated material at the COMMISSION's head end building that meets the specification requirements as listed in this document.**
- **Should the equipment be damaged upon unloading, the BIDDER shall be responsible for correcting / repairing any damage to the equipment. Depending on the extent of damage, this may include the delivery of new equipment.**

Should the Contractor fail to substantially complete work under this Contract on or before the date stipulated for Substantial Completion (or such later date as may result from extensions of time granted by Owner), he shall pay Owner, as liquidated damages, the sum of \$100.00 (ONE HUNDRED DOLLARS) for each consecutive week that the terms of the Contract remain unfulfilled beyond date allowed by the contract, which sum is agreed upon as a reasonable and proper measure of damages which Owner will sustain per deim by failure of Contractor to complete work within time as stipulated; it being recognized by Owner and Contractor to complete on schedule is uncertain and cannot be computed exactly. In no way shall costs for liquidated damages be construed as a penalty on the Contractor.

47. 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

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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.

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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 [ITB #21-20 – Field Street Three \(3\) Way Transmission Switch](#)
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.

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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: _____

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City of New Smyrna Beach**

ITB 21-20 3-WAY TIE SWITCH MATERIAL PURCHASE

AUTHORIZED SIGNATURES/NEGOTIATORS

The **BIDDER** or proposer represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the **BIDDER** or proposer will be duly bound:

Name	Title	Phone #

(Signature)

(Title)

(Name of Business)

The **BIDDER**/offeror shall complete and submit the following information with the bid or proposal:

Type of Organization

- | | |
|---------------------------|-------------------|
| _____ Sole Proprietorship | _____ Partnership |
| _____ Joint Venture | _____ Corporation |

State of Incorporation: _____

Federal I.D. or Social Security number is: _____

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City of New Smyrna Beach**

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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: _____

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QUESTIONNAIRE

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, 2015, 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?
9. How many employees does your company have?

Staff Employees: Full Time_____ Part Time_____

Contract Employees: Full Time_____ Part Time_____

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ITB 21-20 3-WAY TIE SWITCH MATERIAL PURCHASE

REQUIRED DISCLOSURE

At its sole discretion, the **COMMISSION** may reject any bidder the **COMMISSION** finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the **COMMISSION** to lack honesty, integrity, or moral responsibility. The discretion of the **COMMISSION** may be exercised based on the **COMMISSION'S** own investigation, public records, or any other reliable sources of information. By submitting a bid, bidder recognizes and accepts that the **COMMISSION** may reject the bid based upon the exercise of its sole discretion and bidder waives any claim it might have for damages or other relief resulting from the rejection of its bid based on these grounds.

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ITB 21-20 3-WAY TIE SWITCH MATERIAL PURCHASE

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. The **COMMISSION** reserves the right to request information or clarification from bidders following the bid opening if omissions are deemed curable.

TAB #1 Experience:

The Manufacturer must be an established company which within the last two years has produced switches of similar ratings and application for delivery to a Florida utility. The Manufacturer shall be responsible for the means, methods, techniques, sequences and procedures of fabrication.

TAB #2 References:

Submit a detailed list of clients receiving similar services within the last five (5) years. Please include a brief description of the scope of work performed and the name, phone number and email address of the contact person.

Preference shown for references whose scope of work includes three (3) way transmission switch procurement, installation, or similar solutions in the state Florida.

TAB #3 Pricing:

Complete, sign and submit the Bid Tabulation and Bid Form.

TAB #4 License and Insurance:

Submit a current Occupational License, from an authorizing government agency, and a current Certificate of Insurance. The **COMMISSION** does not need to be named as an Additional Insured at this time but this is a requirement when work commences.

TAB #5 Other Required Forms:

Complete, sign, notarize (if required) and submit the following:

- A. Certification of Drug-Free Workplace
- B. Public Entity Crimes
- C. Non Collusion Affidavit of Prime Bidder
- D. Authorized Signatures/Negotiators
- E. Taxpayer Identification Number and Certification W-9
- F. Vendor Application
- G. Questionnaire
- H. Compliance with the Florida Trench Safety Act

TAB #6 Addenda Acknowledgement:

Complete, sign and submit all addenda (if any).

TAB #7 Other Information:

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

**UTILITIES COMMISSION
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ITB 21-20 3-WAY TIE SWITCH MATERIAL PURCHASE

BID SCOPE OF WORK

BIDDER NAME: _____

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

ITB #21-20 Field Street Three (3) Way Transmission Switch

Procure, deliver, and unload a three-phase, 3-way transmission switch. The switch shall be a 115kV, 2000A switch with 61kA momentary interrupting rating. The switch shall be three-phase, three (3) way, group-operated, vertical mount, side break, SF6 or vacuum interrupters, with porcelain insulators, with motor operating mechanism and other related items as specified in Section 33 71 26.33.

Factory support services and related travel and per diem expenses to adjust and commission the 3-way switch as specified in Section 33 71 26.33 shall also be provided.

Project Location and directions

The switch shall be delivered to the Commission Head End building located at 3131 State Road 44, New Smyrna Beach, FL 32168 on a Monday-Friday weekday during the hours of **8:00am – 2:00PM**.

The control / motor operator cabinets and any related hardware that should be stored inside to prevent degradation due to weathering shall be stored inside the Head End building. Should there not be adequate space inside the Head End Building, these items shall be delivered and stored at the Electric Operations Warehouse at 350 Slaton Street, New Smyrna Beach, FL 32168.

Unloading of all material shall be performed/controlled by the BIDDER and coordinated with the COMMISSION such that the equipment is unloaded at the location in which it will be stored.

Specifics

The following information shall be provided along with the submittal:

- a.) Switch dimensions, including manufacturer recommended vertical spacing between phases, and weight
- b.) Description of ability to dead-end transmission conductors on the switch frame;
- c.) Required mounting dimensions of the switch and operating mechanism, including bolt hole spacing and minimum bolt sizes;
- d.) Any proposed exceptions or deviations from the specifications and the reasons therefor.

Areas of concerns

Special Requirements (e.g. working on weekend only)

The COMMISSION wants delivery of the three (3) way switch on or before the week of November 9, 2020. However, other delivery dates will be considered depending on pricing.

Contractor shall provide insurance, materials, tools, labor, equipment and supervision to perform all work necessary to complete this scope of work. Contractor shall reference plans and specifications attached for further detail.

UTILITIES COMMISSION
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ITB 21-20 3-WAY TIE SWITCH MATERIAL PURCHASE

BID TABULATION
page 1 of 1

BIDDER NAME: _____

Item No.	Description	Est. Quantity	Unit	Unit Price	Total
1	3-Way Tie Switch	1	LS	\$	\$
2	Delivery and Unloading	1	LS	\$	\$
3	Factory Support Services	1	LS	\$	\$

TOTAL NUMERIC BID COST \$ _____

TOTAL WRITTEN BID COST: _____

ESTIMATED DELIVERY DATE _____

MFG. MAKE & MODEL _____

WARRANTY _____

**UTILITIES COMMISSION
City of New Smyrna Beach**

ITB 21-20 3-WAY TIE SWITCH MATERIAL PURCHASE

**BID FORM
page 1 of 2**

BIDDER NAME: _____

Pursuant to, and in compliance with, COMMISSION'S ADVERTISEMENT FOR BID dated **June 8, 2020** and the INFORMATION FOR BIDDERS AND OTHER CONTRACT DOCUMENTS relating hereto, the undersigned hereby proposes to furnish all tools, labor, equipment and materials to perform all the work necessary for the **ITB #21-20 – Field Street Three (3) Way Transmission Switch** for the **UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA**, all as required by and in strict accordance with the Contract Documents, Schedules, Scope of Work and Construction Plan, at the prices listed in the Bid Tabulation enclosed.

The undersigned **BIDDER** agrees to commence work within **FOURTEEN (14) CALENDAR DAYS** after the date of the Notice-to-Proceed letter, and shall complete the Work described in the Bid Scope of Work and the Bid Tabulation on or before the week of November 9, 2020.

The undersigned **BIDDER** hereby represents that the Drawings and the Contract, including all Contract Documents, have been carefully examined and the **BIDDER** will execute the Contract and perform all its items, covenants and conditions, all in strict compliance with the requirements of the specifications and drawings. The **BIDDER**, by and through the submission of his bid, agrees that he has examined and that he shall be held responsible for having heretofore examined the site, the location and route of all proposed work and for having satisfied himself as to the character of the route, the location, surface and underground obstruction, the nature of the groundwater conditions, and all other physical characteristics of the Work, in order that he may include in the prices which he bid, all costs pertaining to the Work and thereby provide for the satisfactory completion thereof, including the removal, relocation or replacement of any objects or obstructs which will be encountered in doing the proposed Work.

BIDDERS must sign BID FORM.

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**BID FORM
page 2 of 2**

The undersigned hereby declares that the following list states any and all variations from, and exceptions to, the requirements of the instruction and specifications.

These Prices are valid for orders placed within ninety (90) days from date of fully executed Contract Documents.

Submitted By:

Company _____

Name and Title _____ Signature _____

Telephone No. _____ e-mail _____

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.

As representative for the PROPOSER, I have read and understand this statement.

Name and Title _____ Signature _____

BIDDERS MUST SIGN BID FORM.

**UTILITIES COMMISSION
City of New Smyrna Beach**

ITB 21-20 3-WAY TIE SWITCH MATERIAL PURCHASE

STATEMENT OF NO BID

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: _____