

## **Bid Notice**

Polk County, a political subdivision of the State of Florida, requests the submittal of bids from vendors that are interested in providing vibration analysis services for existing potable water, wastewater, and reclaimed water facilities owned and operated by Polk County Utilities as described herein. Sealed bids must be received in the Procurement Division, prior to the due date and time listed below.

**Bid Number and Title:** 21-423, Vibration Analysis of Water and Wastewater Treatment Facilities

**Description:** To provide vibration analysis services for existing potable water, wastewater, and reclaimed water facilities owned and operated by Polk County Utilities (PCU)

**Receiving Period:** Wednesday, May 12, 2021, prior to 2:00 p.m.

**Bid Opening:** Wednesday, May 12, 2021, 2:00 p.m.

**Special Instructions:** N/A

To receive a copy of the informational Excel Bid Sheet and Attachment "A" referenced in this bid package, please go to the following FTP site: <https://ftp3.polk-county.net>, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation*. After you have logged in to the FTP site, double click on the file folder "**Bid 21-423 Vibration Analysis of Water and Wastewater Treatment Facilities.zip**", select "Open" or "Save As" to download the Bid Sheet and Attachment "A". If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at [arigoldstein@polk-county.net](mailto:arigoldstein@polk-county.net).

Attached are important instructions and specifications regarding responses to this Bid. Failure to follow these instructions could result in Bid disqualification.

Questions regarding this bid should be in writing and should reference the above Bid. Submit all questions to Ari Goldstein, Procurement Analyst, via email at [arigoldstein@polk-county.net](mailto:arigoldstein@polk-county.net) or via fax at (863) 534-6789 by 4:00 p.m.; Monday, May 3, 2021.

## Bid Registration

You must register using this form in order to receive notice of any addenda to these documents. Please email or fax the completed form to the Procurement Division as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

Bid Number: 21-423

Bid Title: Vibration Analysis of Water and Wastewater Treatment Facilities

This form is for bid registration only. Please scroll down for additional information.

Carefully complete this form and return it to the Procurement Division via e-mail to [procurement@polk-county.net](mailto:procurement@polk-county.net) or fax (863) 534-6789. You must submit one form for each bid that you are registering for.

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

**Bid Label**

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.

<b>Sealed Bid. DO NOT OPEN</b>	
<b>Sealed Bid Number</b>	21-423
<b>Bid Title</b>	Vibration Analysis of Water and Wastewater Treatment Facilities
<b>Due Date/Time:</b>	May 12, 2021, prior to 2:00 p.m.
<b>Submitted by:</b>	
<b>Deliver To:</b>	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

Bids may be mailed, express mailed or hand delivered. It is the Bidders responsibility to ensure their package is delivered to the Procurement Division prior to 2:00 p.m. on the Receiving date and time referenced above. Bids delivered at 2:00 p.m. or later will not be accepted.

## Statement of No Bid

### Bid # 21-423, Vibration Analysis of Water and Wastewater Treatment Facilities

If you do not intend to submit a bid, please complete the information below and return to the Procurement Division via fax or e-mail. If returning by mail, please be sure the bid number and title are clearly marked on the front of the envelope.

- Insufficient time to respond
- Do not offer this product
- Specifications unclear
- Specifications too restrictive
- Unable to meet specifications
- Unable to meet bond/insurance requirements
- Schedule would not permit us to perform
- Other (please specify): \_\_\_\_\_

Company Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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## **Bidder Instructions and General Information**

### **Bidder Instructions:**

To ensure acceptance of the bid, follow these instructions

### **Bid Documents Must Be Delivered to The Procurement Division Prior to 2:00 p.m. On the Date Specified. There Will Be No Exceptions.**

1. **Execution of Bid:** Bid must contain an original signature of an authorized representative in the space provided on the signature page. Bid must be typed or printed in ink. Erasable ink is not permitted. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.
2. **No Bid:** Bidders not interested in submitting a bid should return a “no bid,” with an indication of the reason for no bid and the interest in future bid solicitations.
3. **Bid Opening:** It is the responsibility of the bidder to assure that their bid is delivered at the proper time and place prior to the bid opening. All bid openings shall be public, at 2:00 p.m., on the date specified in the Notice to Bidders. Bids, which for any reason are not so delivered, will not be considered. **Bid Submittal Forms Using Facsimile or Email Will Not Be Accepted.**

**Note:** In accordance with Florida Statute 119.071, a listing of vendors that provide a bid submittal shall be posted to the County’s website at <https://www.polk-county.net/procurement/bidstatus>. The sealed bids shall remain exempt from disclosure, including bid amounts, until recommendation of award or 30 days after bid opening, whichever event occurs first.

Should the Procurement Director reject all bids, before the recommendation of award or 30 days after bid opening, and concurrently provide notice of the County’s intent to reissue the bid, the rejected bids will remain exempt from Florida Statute 119.07 until such time as the County provides notice of recommendation of award of the reissued bid or until the County withdraws the reissued bid. The bid is not exempt for longer than 12 months after the notice of rejection of all bids.

4. **County as Gatekeeper of Documents:** This document is issued by Polk County and as such shall be the sole distributor of all addendums and/or changes to these documents. It is the responsibility of the bidder to determine issuance of documents directly with the Procurement Division. The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the bidder should not rely on such sources for information regarding the solicitation.

5. **Taxes:** Bidders are responsible for the payment of any applicable taxes that are connected to the purchase of any materials or subcontractors used in the execution of the bid.
6. **Discounts:** Bidders may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.
7. **Mistakes:** Bidders are required to examine the specifications, delivery schedule, bid prices and all instructions pertaining to the requirements of this bid. Failure to do so will be at bidder's risk. In case of a mistake in extension of a unit price, the unit price will govern. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.
8. **Invoicing and Payment:** The successful bidder shall submit an invoice to the County at the prices bid. **An original invoice shall be submitted to the appropriate User Division.** The bidder shall include the bid number and/or the purchase order number on all invoices. By submitting an invoice, Bidder's Project Manager or any authorized officer is attesting to the correctness and accuracy of all charges. Invoices will be processed for payment when approved by the appropriate Division's Project Manager or designee. The County's payment of an invoice shall not constitute evidence of the County's acceptance of the Bidders performance of the Service or the County's acceptance of any work.
9. **Conflict of Interest:** All bidders must disclose, with their bid, the name of any officer, director or agent who is also an employee of the County or any of their agencies. Furthermore, all bidders must disclose the name of any County employee who owns, directly or indirectly, any interest of any amount in the bidder's firms or any of their branches. Award of this bid shall be subject to the provisions of Chapter 112, Florida Statutes.
10. **Warranty:** Unless otherwise specified, the bidder agrees that the goods furnished under this bid shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable goods, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this bid.
11. **Addendum:** Any changes in the bid shall be made in the form of a written addendum by the Procurement Director or his representative. No other person shall be authorized to make changes verbally or in writing. If an addendum is issued, the addendum sheet should be signed and submitted with your bid submittal.
12. **Liability:** The vendor shall hold and save the County, its officers, agents and employees harmless from liability of any kind in the performance of this bid and against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.

13. **Patents and Royalties:** The bidder, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented or non-patented invention, process or article manufactured or used in the performance of the bid, including its use by the County. If the bidder uses any design, device or material covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or material in any way involved in the work.
14. **Cone of Silence:** Bidders and any prospective bidders shall not contact, communicate with or discuss any matter relating in any way to this Bid with any member of the Polk County Board of County Commissioners or any employee of Polk County other than the County Procurement Director or the individual designated in the Procurement Division. This prohibition begins with the issuance of the Bid and ends upon award or execution of the final contract. Any such communication initiated by a bidder or prospective bidder shall be grounds for disqualifying the offender from consideration for an award pursuant to this bid and for bids or contracts to be awarded pursuant to RFPs, or Requests for Bid that the County may issue in the future.
15. **Bid Protest:** Any bidder desiring to file a bid protest, with respect to a recommended award of any bid, shall do so by filing a written protest. The written protest must be in the possession of the Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All bidders who bid will be sent a Notice of Recommended Award, unless only one bid was received.

A copy of the bid protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at <https://www.polk-county.net/procurement/protest-procedures>.

**“Failure to Follow Bid Protest Procedure Requirements Within the Time Frames Prescribed Herein as Established by Polk County, Florida, Shall Constitute a Waiver of Your Protest and Any Resulting Claim.”**

16. **Indemnification:** Vendor, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County), protect and hold the County, and its officers, employees and agents, harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Vendor to comply with applicable laws, rules or regulations, (ii) the breach by Vendor of its



obligations under any Agreement with the County entered into pursuant to this solicitation, (iii) any claim for trademark, patent, or copyright infringement arising out of the scope of Vendor's performance or nonperformance of the Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Vendor, its professional associates, subcontractors, agents, and employees; provided, however, that Vendor shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.

17. **Public Entity:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. When submitting this bid, the bidder hereby certifies that they have complied with said statute.
18. **Preference for Drug Free Workplace:** Whenever two or more bids, which are equal with respect to price, quality and service, are received, preference shall be given to a bid received from a business that certifies that it has implemented a drug free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive preference, a signed certification of compliance must be submitted with the bid response.
19. **Sealed Bids:** All bid submittals must be completed and submitted in a sealed parcel. **(Do Not Include More Than One Bid Submittal Per Envelope. Bid Submittal Shall Include One (1) Original and One (1) Copy of Original.)** The **Original** bid submittal(s) shall be submitted on the forms provided by Polk County. All bids are subject to the conditions herein; failure to comply will subject bid to rejection.
20. **Prices, Terms and Payment:** Firm prices shall be bid and include all packing, handling, shipping charges and delivery to any point within Polk County. Discount time will be computed from the date of satisfactory delivery at place of acceptance. Prices bid shall be firm for forty-five (45) days.
21. **Safety Standards:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act (OSHA) and carry evidence of Underwriters Laboratories' Listings (UL).

22. **Packaging:** All containers shall be suitable for storage or shipment, and all prices should include standard commercial packaging.
23. **Meets Specifications:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid) unless otherwise specified in the specifications. The bidder represents that all equipment offered under this specification shall meet or exceed the minimum requirements specified. Bidder shall strictly adhere to delivery specifications.
24. **Silence of Specifications:** The apparent silence of this specification and any supplemental specifications to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of these specifications shall be made upon the basis of this statement.
25. **Governmental Restrictions:** In the event that any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this bid prior to delivery, it shall be the responsibility of the supplier to notify the Procurement Division at once. Their letter shall indicate the specific regulation, which required an alteration. The County reserves the right to accept any such alteration, including any price adjustments, or to cancel the contract at no expense to the County.
26. **Toxic Substances: Notice of successful vendor(s) to provide to Polk County toxic substances (As listed in Chapter 442, Appendix "G" of the FS) if applicable.**
  - a. Chapter 442 of the FS states that manufacturers, importers or distributors of any toxic substance shall prepare and provide each direct purchaser of such toxic substance with Material Safety Data Sheet(s), herein referred to as MSDS, which to the best of the manufacturer's, importer's or distributor's knowledge, is current, accurate and complete based on information then reasonably available to the manufacturer, importer or distributor. Upon notification of a new or revised MSDS the manufacturer, importer or distributor, on a timely basis not to exceed three (3) months after notification, shall provide the County with the revised information as it becomes available to the manufacturer, importer or distributor.
  - b. Failure to provide the MSDS, when applicable, shall be cause for rejection of bid.
27. **Inspection, Acceptance and Title:** Inspection and acceptance will be at the designated facility unless otherwise indicated. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the County, unless loss or damage results from negligence by the County.

28. **Samples:** Samples of items, when called for, must be furnished free of expense and may, upon request, be returned at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid number and item reference. Samples of successful bidder's items may remain on file with Procurement for the term of the contract. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received within ninety (90) days after bid opening date. If instructions are not received within this time, the Procurement Division shall dispose of the samples.
29. **Code of Ethics:** If any bidder violates or is a party to a violation of the code of ethics of Polk County or the State of Florida, with respect to this bid, such bidder may be disqualified from performing the work described in this bid or from furnishing the goods or services for which the bid is submitted and shall be further disqualified from bidding on any future bids for work, goods, or services for the County.

## General Information

1. **Definitions:**
  - The term "County" means the Polk County, a political subdivision of the State of Florida, and its authorized designees, agents or employees.
  - The term "Contract" means this bid document, any and all Addenda issued, and the Contractors bid submittal.
  - The term "Vendor", "Contractor" means the successful bidder(s) who executes a contract with the County.
2. **Award(s):** As the best interest of the County may require, the right is reserved to make award(s) by individual item, group of items or as indicated in the Special Conditions; to reject all bids or waive any minor irregularities or technicalities in bids received. In determining the lowest responsive and responsible bidder, in addition to price, the following may be considered:
  - Vendor's evaluation – quality of performance on previous projects.
  - The ability, capacity, equipment and skill of the bidder to fulfill the contract.
  - Whether or not the bidder can fulfill the contract within the time specified, without delay or interference.
  - The character, integrity, reputation, judgment, experience and efficiency of the bidder.
  - The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
  - The sufficiency of the financial resources to fulfill the contract to provide the goods and/or services.

## Bid 21-423, Vibration Analysis of Water and Wastewater Treatment Facilities

- The quality, availability and adaptability of the suppliers or contractual services to the particular use required.
  - The ability of the bidder to provide future maintenance and service, as required or needed.
  - The number and scope of conditions attached to the bid.
3. **Effective Date:** The date of issuance of a Notice to Commence by the County Procurement Division.
  4. **Local Preference:** It is the policy of the Board of County Commissioners to afford local preference to Polk County entities in the award of bids. Preference shall be administered in accordance with the following:

When bids are received that do not exceed \$3,000,000.00, and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County, and is within 2% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Polk County entity will be awarded the bid if the Polk County entity is otherwise fully qualified and meets all county requirements.

When bids are received that are greater than \$3,000,000.00 but do not exceed \$5,000,000.00, and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County, and is within 1% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest-price is reached, the Polk County entity will be awarded the bid if the Polk County entity is otherwise fully qualified and meets all county requirements.

When bids are received that are greater than \$5,000,000.00, and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County, and is within .5% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Polk County entity will be awarded the bid if the Polk County entity is otherwise fully qualified and meets all county requirements.

For purposes of this provision the term "Polk County entity" means any business having a physical location within the boundaries of Polk County, Florida, at which employees are located and business activity is managed and controlled on a day to day basis. Additionally, the business must have been located within the boundaries of Polk County for a minimum of 12 months prior to the date the applicable solicitation is issued. This requirement may be evidenced through a recorded deed, an executed lease agreement, or other form of written documentation acceptable to

the County. The County shall have the right, but not the obligation, to verify the foregoing requirements.

If a contract is being funded in whole or in part by assistance of any federal, state or local agency which disallows local preference, the County will adhere to those requirements by not applying this section.

This policy does not apply if this bid qualifies as a Sheltered Market bid.

5. **Vendor Preference:** It is the policy of the Board of County Commissioners to afford vendor preference to women or minority owned entities in the award of bids. Preference shall be administered in accordance with the following:

When sealed bids are received that do not exceed \$3,000,000.00, and the lowest price is offered by a non-women or minority owned entity located outside of Polk County, and a price is offered by a women or minority owned entity that is within 2% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the women or minority owned entity will be awarded the bid if the women or minority owned entity is otherwise fully qualified and meets all County requirements.

When sealed bids are received that are greater than \$3,000,000.00 but do not exceed \$5,000,000.00, and the lowest price is offered by a non-women or minority owned entity located outside of Polk County, and a price is offered by a women or minority owned entity that is within 1% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match lowest price is reached, the women or minority owned entity will be awarded the bid if the women or minority owned entity is otherwise fully qualified and meets all County requirements.

When sealed bids are received that are greater than \$5,000,000.00, and the lowest price is offered by a non-women or minority owned entity located outside of Polk County, and a price is offered by a women or minority owned entity that is within .5% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match lowest price is reached, the women or minority owned entity will be awarded the bid if the women or minority owned entity is otherwise fully qualified and meets all County requirements.

The term "Women or Minority Owned Entity" means any business having at least 51% ownership by women or minority group members who independently control the management and day-to-day operations of the firm. Group members are

Females, African Americans, Hispanic Americans, Asian-Pacific Americans, Native Americans, and Asian-Indian Americans.

If a contract is being funded in whole or in part by assistance of any federal, state or local agency which disallows this form of preference, the County will adhere to those requirements by not applying this section.

This policy in no way supersedes the Local Preference Policy.

This policy does not apply if this bid qualifies as a Sheltered Market bid.

6. **Non-Conformance to Bid Conditions:** Services not delivered as per delivery date in bid and purchase order may result in bidder being found in default, in which event any and all re-procurement costs may be charged against the defaulting vendor. This non-conformance to bid conditions may result in immediate cancellation of the purchase order.
7. **Assignment:** Any purchase order issued pursuant to this bid and the monies which may become due herein are not assignable except with the prior written approval of the Procurement Director.
8. **Disputes:** In the event of any doubt or difference of opinion as to the methods provided herein, or the level of performance rendered, the decision of the user department/division director shall be final and binding on both parties.
9. **Facilities:** The County reserves the right to inspect the bidder's facilities at any time, with prior notice.
10. **Placing of Orders:** The award of this bid does not constitute an order. Before any services can be performed, the successful bidder must receive written or oral notification in accordance with the practices of the User Division.
11. **Precedence:** Any requirement set forth in any section of the bid documents shall be binding as if called for by all sections. If there is a difference in the terms anywhere in this document, the most restrictive shall prevail.
12. **Additions/Revisions/Deletions:** Additions, revisions or deletions to the general conditions, specifications or bid price sheets that change the intent of the bid will cause the bid to be non-responsive and the bid will not be considered. The Procurement Director shall be the sole judge as to whether or not any addition, revision or deletion changes the intent of the bid.
13. **Termination/Suspension:** The County may terminate the Contract resulting from this Bid at any time, in whole or in part, in accordance with and subject to the following:
  - a. The County may terminate the Contract for the County's convenience by delivering 30 days' prior written notice of termination to the Contractor.
  - b. The County may terminate the Contract immediately if the User Division determines that the Contractor is in material default of its Contract obligations,

has notified the Contractor of such default by delivering a Vendor Complaint Form to the Contractor specifically describing the basis of the complaint and the conditions of the Contractor's default, and ten (10) days have passed since the Contractor's receipt of the Vendor Complaint Form without all defaults as described therein having been fully corrected. Notwithstanding anything to the contrary contained herein, the County may terminate the Contract immediately, without notice or any opportunity to cure, if the services rendered for the Contract cause or threaten endangerment to public health, safety or welfare.

- c. Upon receipt of any termination notice as described above, the Contractor shall:
    - Immediately discontinue all work unless the County's notice directs otherwise, and
    - Deliver to the County any and all data, reports, summaries, and all other information and materials of any type or nature whatsoever, whether completed or in process, the Contractor may have accumulated or generated in the course of performing the work of the Contract.
  - d. In the event this Bid and/or the resulting Contract is terminated due to the Contractor's material default which is not cured within the allotted time period as described above, the Procurement Director may also suspend or debar the Contractor in accordance with the Suspension and Debarment Section of the County Procurement Procedures Manual. The rights and remedies of the County provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under the Bid and/or the resulting Contract.
14. **Cancellation:** All annual bid obligations shall prevail for at least one hundred eighty (180) days after effective date of the bid, unless bid conditions are breached as specified herein. After that period, for the protection of both parties, either party may cancel this bid in whole or part by giving thirty (30) days prior notice in writing to the other party. The County reserves the right to cancel any bid after reasonable written notice to the successful bidder should the service not be in the best interest of the County. Should the service rendered for any bid cause or threaten endangerment to public safety or welfare, the Procurement Director may cancel the bid immediately.
15. **Price Adjustments:** Any price decrease executed during the Contract period, either by reason of market change or on the part of the contractor to other customers, shall be passed on to the County.
16. **Manufacturer's Names and Approved Equivalents:** Any manufacturer's names, trade names or brand names are for information only and are not intended to limit competition. The bidder may offer any brand for which they are an authorized representative that meets or exceeds the specification for any item(s). If bids/proposals are based on equivalent products, indication should be made on the bid/proposal form of the manufacturer's name and number. Bidders shall submit

with their bid/proposal, cuts, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specification(s) and not be considered an exception thereto. Bids/proposals lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Procurement Division shall be notified of any proposed changes in the following:

- (i) materials used;
- (ii) manufacturing process; and
- (iii) construction.

Changes shall not be binding upon the County unless evidenced by a Change Notice issued and signed by the Procurement Director.

17. **Plans and Specifications:** The specifications and other bid documents upon which the prices in the vendor's bid proposal are based on, are hereby made a part of the purchase order by reference hereto.
18. **Performance and Payment Bond:** If a bond is required, it will be called out in the Special Conditions section of the bid. The vendor shall furnish a performance and payment bond, in an amount equal to the amount awarded, as security for the faithful performance and payment of all the vendor's obligations under the bid documents. The bond shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the bid documents. All bonds shall be in the form prescribed by the bid document except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated A VIII or better.
19. **Annual Appropriations:** The vendor acknowledges that the County, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in



succeeding fiscal years. Accordingly, the County's performance and obligation to pay under this agreement is contingent upon annual appropriation.

20. **Price Increases:** The Procurement Director reserves the right to increase/decrease prices after the bid has been in place for a minimum of 12-months, when it is in the best interest of the County. Increases/decreases will be determined by the Consumer Price Index (CPI-U) unless otherwise stated in the Special Conditions.
21. **Uncontrollable Forces (Force Majeure):** Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

In the event of default by the successful Bidder, the County reserves the right to utilize the next lowest Bidder as the new Awardee when the default occurs within the first term of the bid. Should this occur, the next lowest Bidder will be required to provide the bid items at the prices as noted on their bid submittal.

22. **Unauthorized Alien(s):** The vendor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful vendor will complete and submit the attached form "Affidavit Certification Immigration Laws."

23. **Employment Eligibility Verification (E-Verify)**

A. For purposes of this section, the following terms shall have the meanings ascribed to them below, or as may otherwise be defined in Section 448.095, Florida Statutes, as amended from time to time:

(i) "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration; and

(ii) "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees; and

(iii) "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

B. Pursuant to Section 448.095(2)(a), Florida Statutes, effective January 1, 2021, public employers, contractors and subcontractors shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this contract, and the County may treat a failure to comply as a material breach of this contract.

C. By entering into this contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit

attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of this contract. Nothing in this section shall be construed to allow intentional discrimination of any class protected by law.

24. **Attorney's Fees and Costs:** Each party shall be responsible for its own legal and attorney's fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorney's fees, costs and expenses incurred for any appellate or bankruptcy proceedings.

25. **Public Records Law.**

(a)The Vendor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Vendor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Vendor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b)Without in any manner limiting the generality of the foregoing, to the extent applicable, the Vendor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(i) keep and maintain public records required by the County to perform the services required under this Agreement;

(ii) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(iii) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized

by law for the duration of the term of this Agreement and following completion of this Agreement if the Vendor does not transfer the records to the County; and

(iv) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of this Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of this Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

**(c) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**RECORDS MANAGEMENT LIASON OFFICER  
POLK COUNTY  
330 WEST CHURCH ST.  
BARTOW, FL 33830  
TELEPHONE: (863) 534-7527  
EMAIL: [RMLO@POLK-COUNTY.NET](mailto:RMLO@POLK-COUNTY.NET)**

**26. Scrutinized Companies and Business Operations Certification; Termination.**

**A. Certification(s).**

- (i) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.
- (ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the County as follows:
  - (a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

- (b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and
    - (c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
    - (d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.
  - (iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.
  - B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:
    - (i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
    - (ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).
27. **No Construction Against Drafter:** The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

**Signature Acknowledgement**

(Submittal Page)

To Polk County, a Political Subdivision of the State of Florida

Date: \_\_\_\_\_

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same construction, service or material and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I have read and understand the bidding documents. I have completed and submitted all bid submittal forms, and I am authorized to sign this bid for the bidder. In submitting a bid to the County, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the County all rights, titles and interests in and to all causes of action it may now or hereafter acquire under the Anti-Trust Laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County. At the County's discretion, such assignment shall be made and become effective at the time the County tender's final payment to the bidder.

Vendor Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

(Area Code) Telephone Number: \_\_\_\_\_

Toll Free Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

This bid may be used by any other Government Agency. [ ] YES [ ] NO [ ] N/A

**Bidders Incorporation Information**

(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: \_\_\_\_\_

DBA/Fictitious Name (if applicable): \_\_\_\_\_

TIN #: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

County: \_\_\_\_\_

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Cell Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Type of Organization (select one type)

- Sole Proprietorship
- Partnership
- Non-Profit
- Sub Chapter
- Joint Venture
- Corporation
- LLC
- LLP
- Publicly Traded
- Employee Owned

State of Incorporation: \_\_\_\_\_

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

**Drug-Free Workplace Form**

(Submittal Page)

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that, (Name of the Business): \_\_\_\_\_ does:

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 programs, 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, plea of guilty or nolo contendere to, any violation of Chapter 1893 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: \_\_\_\_\_

Date: \_\_\_\_\_



**Non-Collusion Affidavit of Prime Bidder**

(Submittal Page)

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

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

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

1. He - She is \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the attached Bid;

2. He - She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstance respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidders nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid 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 County or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed: \_\_\_\_\_

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ (name) as \_\_\_\_\_ (title of officer) of \_\_\_\_\_ (entity name), on behalf of the company, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

Notary Public Signature: \_\_\_\_\_

Printed Name of Notary Public: \_\_\_\_\_

Notary Commission Number and Expiration: \_\_\_\_\_ (AFFIX NOTARY SEAL)

### **Insurance Requirements**

The successful vendor shall purchase and maintain in force during the contract period the insurance as specified with an insurer licensed to do business in the State of Florida; rated “A” or better by A.M. Best Rating Company for Class VIII financial size category. Polk County, a political subdivision of the State of Florida, must be named as an additional insured with respect to liability arising from all work performed for Polk County, for Automobile and General Liability policies of insurance. The certificate holder must be Polk County, a political subdivision of the State of Florida, 330 W. Church St., Bartow, Florida 33830. Workers’ Compensation Insurance providing statutory benefits, including those that may be required by any applicable federal statute. Any sole proprietor or partner actively engaged in the construction industry, and any corporate officer of a construction or non-construction industry corporation who elects to be exempt from the provisions of the workers’ compensation law must provide either a workers’ compensation exemption certificate (construction industry) or a letter stating the exemption status and number of employees (non-construction industry). Commercial General Liability Insurance \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages: Completed Operations, Broad Form CG. Comprehensive Automobile Liability Insurance \$1,000,000; combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired and non-owned vehicles. The general liability and workers’ compensation policies shall contain a waiver of subrogation in favor of Polk County. An original certificate of insurance must be on file in the Procurement Division before a purchase order will be issued.

Each Certificate of Insurance must list the Certificate Holder as:

Polk County, a political subdivision of the State of Florida

330 W Church St, Room 150

Bartow, FL 33830

Certificates of Insurance for policies requiring additional insured status and/or the waiver of subrogation must include notations that these requirements apply. In addition, the Vendor shall supply to the County copies of the endorsements to verify these requirements.

The Vendor must provide, or cause to be provided, the County with 30 days’ prior written notice regarding the cancellation, suspension, or non-renewal of or material change to any policy.

All Certificates of Insurance must be submitted on ACORD 25 forms.

The Vendor must submit updated Certificates of Insurance to the County upon the expiration of or material change to any policy.

**Insurance**

(Submittal Page)

By signing below, the Bidder is stating that they fully understand the insurance requirements for the project and if awarded the bid will provide all insurance coverage as required in this Bid.

The requirements are as follows:

- Bidder is insured with a company licensed to do business in the State of Florida
- The insurance company is rated A VIII or better by A.M. Best Rating Company (General policy)
- Polk County will be named as an additional insured for automobile liability and general liability
- The General Liability and Workers Compensation policy will contain waiver of subrogation in favor of Polk County

Company Name: \_\_\_\_\_

Bidder Signature: \_\_\_\_\_

## **Safety Requirements/Regulations**

1.0 All Bidders are required to submit, with their Bid Proposal, the Safety Requirements/Regulations form. Any questions regarding compliance with the safety requirements/regulations provision shall be directed to the County Safety Officer, Risk Management, at (863) 534-5267.

1.1 The Vendor is responsible for observing all OSHA regulations and shall self-inspect to ensure this is accomplished. The Vendor shall ensure that all personnel are properly trained and shall be able to provide documentation for their personnel that have attended training courses. Examples of such training courses are: Hazard Communications, Traffic Work Zone Safety, Personal Protective Equipment, First Aid/CPR, Permit Required Confined Space, Lock out/Tag Out of Hazardous Energy. All Vendors are required to comply with OSHA Standards regardless of the number of employees they may have.

1.2 A County representative may periodically monitor work site safety. Should there be safety and/or health violations, classified as Serious, Willful or Criminal/Willful Violations, the County's representative may have the authority, but not the duty, to require the Vendor to correct the violation in an expeditious manner. Inspections shall be based on requirements contained in law. The definitions of serious, willful and criminal/willful violations are as follows:

**Serious Violation:** A serious violation shall be deemed to exist in a place of employment if there is a substantial probability that death or serious physical harm could result from a condition which exists, or from one or more practices, means, methods, operations, or processes which have been adopted or are in use, in such place of employment unless the employer did not, and could not, with the exercise of reasonable diligence, know of the presence of the violation.

**Willful Violation:** May exist where evidence shows that the employer committed an intentional and knowing violation of the Act.

**Criminal/Willful Violation:** A repeat violation of a previously cited willful violation.

Violation of Serious, Willful or Criminal violation may have the following consequences:

**First violation:** correction may be a verbal warning and the correction shall be done the same day. Written documentation may be maintained by the County.

**Second violation:** may result in work stoppage until the violation is corrected. The work stoppage shall not entitle the Vendor to additional contract time or compensation. Liquidated damages provision will remain in full force and effect.

Third violation: this may constitute a breach of contract for safety violations and may result in termination of the contract at the sole discretion of the County.

Note: The County Safety Officer may stop any job to ensure the safety of all concerned.

1.3 Should the work site be in a hazardous area, the County shall furnish the Vendor with information concerning hazards such as types or identification of known toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist the Vendor in the planning of a safe work site.

1.4 The Vendor shall be aware that while working for the County, representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA), and the Division of Safety, State of Florida, are invitees and need not have warrants or permission to enter the work site. These agencies, as well as the County Safety Officer, enter at the pleasure of the County.

1.5 The Vendor shall designate a competent person of its organization whose duty shall be the prevention of accidents at the site. This person shall be the Vendor's superintendent unless otherwise designated in writing by the Vendor to the County. All communications to the superintendent shall be as binding as if given to the Vendor.

**Safety Requirements/Regulations Form**

Bidder must sign and have notarized:

The undersigned bidder hereby certifies that they fully understand the safety requirements/regulation provisions and will comply.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Name of Firm \_\_\_\_\_

By \_\_\_\_\_

Title of Person Signing: \_\_\_\_\_

(SEAL)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ (*name*) as \_\_\_\_\_ (*title of officer*) of \_\_\_\_\_ (*entity name*), on behalf of the company, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

Notary Public Signature: \_\_\_\_\_

Printed Name of Notary Public: \_\_\_\_\_

Notary Commission Number and Expiration: \_\_\_\_\_

(AFFIX NOTARY SEAL)

**Affidavit Certification Immigration Laws**

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 A(E) {SECTION 274A(E) OF THE IMMIGRATION AND NATIONALITY ACT (“INA”)}

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(E) OF THE INA. **SUCH VIOLATION OF THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN 274A(E) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

BIDDER ATTEST THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ (*name*) as \_\_\_\_\_ (*title of officer*) of \_\_\_\_\_ (*entity name*), on behalf of the company, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

Notary Public Signature: \_\_\_\_\_

Printed Name of Notary Public: \_\_\_\_\_

Notary Commission Number and Expiration: \_\_\_\_\_

(AFFIX NOTARY SEAL)

## Special Conditions

1. Award will be made based on overall low bid for Tables 1 through 3 combined. Bidders must bid on all items listed in Tables 1, 2, and 3 for the bid to be considered responsive. All bid items should be bid at a fair and reasonable price; failure to do so may cause the bid to be non-responsive. The Procurement Director shall be the sole judge of what is fair and reasonable. The Procurement Director reserves the right to reject any or all bids and/or waive any minor irregularities in the bids received, whichever would be in the best interest of the County.
2. The period of performance for this bid is from the date of award through April 30, 2022 ("termination Date"). This bid will automatically renew, extending the Termination Date, for two (2) one (1) year periods, unless otherwise terminated in accordance with General Information Items #13 and #14. If the County provides notice to the Vendor at least 30 days prior to the Termination Date that it has not put in place a new bid for the goods, then this Bid shall remain in effect on a month-to-month basis until terminated by written notice from the County Procurement Division to the Vendor, but not longer than four (4) months following the termination date.
3. **Performance of Work:** Portions of the work required under this bid may be performed by subcontractors. Subcontractors may be used for services listed in Tables 2 and 3 of the Bid Sheet only. Should the successful vendor plan to use subcontractors from the beginning to perform the required work, the vendor must provide a list of subcontractors to the Procurement Division for approval prior to bid award. Should the successful vendor require subcontractors to perform any work during the course of the work assigned under this bid, the vendor must also provide a list of subcontractors to the Procurement Division for approval. The vendor shall be fully responsible for all acts and omissions of their subcontractors and of persons directly or indirectly employed by them and of persons for those acts any of them may be liable to the same extent as if they were employed by the vendor. All submittals required of the prime vendor shall also be required from the subcontractor. Any work performed by the successful vendor or sub-contracted out must meet all regulated deadlines.
4. All prices bid shall remain unchanged during the period of performance, as specified herein, and as may be adjusted in accordance with General Information, Item #20.



Bid 21-423, Vibration Analysis of Water and Wastewater Treatment Facilities

5. If it becomes necessary to revise or amend any part of this bid, an addendum will be issued and will be posted on the County's website at <https://www.polk-county.net/procurement/bids>. It is the sole responsibility of the bidders to check the website to ensure that all available information has been received prior to submitting a bid.
6. Vendors must possess a Polk County Local Business Tax Receipt (f/k/a Business License) in order to do business with the County. A copy of such license must be provided to the Procurement Division before award is made to the successful vendor.
7. The Successful Bidder must register in our Vendor Database if you have not already done so prior to the award of this bid. A purchase order cannot be issued to a vendor until they are registered. You may register at the following link: <https://www.polk-county.net/procurement/vendor-registration>.
8. Equipment listed in Attachment "A" is for reference only. Polk County Utilities (PCU) makes no guarantee as to the quantity of services requested under this bid. Equipment and locations in Attachment "A" may be added or deleted as necessary.
9. Any additions, deletions, or modification similar in cost or material after bid award will need to be signed off by both the user division and the successful vendor. Price for any additions, deletions, or modifications to the bid will be negotiated and agreed upon by both parties. All agreed upon additions, deletions, or modifications will also require the Procurement Director's (or designee) approval. If the addition, deletion or modification is accepted an amendment to the Bid award will be issued to the successful Bidder.
10. In the interest of social distancing, we encourage those bidders planning to attend the Bid Opening attend via conference call. The conference bridge phone number to call in is (646) 558-8656 and enter Meeting ID: 327 647 2818. Vendors that want to attend in person may do so in compliance with safe COVID 19 practices. A listing of all bidders will be posted to Procurement's website as soon as possible after bid opening.

All information read aloud is also posted with the respective bid, construction quote or RFP on the County's website: [www.polk-county.net/procurement/bidstatus](http://www.polk-county.net/procurement/bidstatus)

11. For all invoices, the Contractor will be required to submit copies of their paid receipts for parts, purchased or rented equipment, as proof of purchase price with their invoice. The invoices need to include the bid number, purchase order number,

## Bid 21-423, Vibration Analysis of Water and Wastewater Treatment Facilities

and the location and equipment tested per Attachment A. The work request email, the work approval email from the County's PM, and the proposal need to be included with the invoice paperwork submitted to the County.

## Qualifications

The information requested in this section should be provided with the bid submittal or must be provided prior to the award of the bid.

1. Bidders must provide the name of at least one (1) technician assigned to provide services under this bid with a minimum current Vibration Category II certification, as granted by the Vibration Institute in accordance with ISO 18436. The technician(s) named must have a minimum of five (5) years of experience. Provide a copy of their resume (maximum one (1) page) and current certificates.

2. Provide a minimum of three (3) industrial references with at least one (1) being a municipal or government entity for which the Bidder is or has provided vibration measurement and analysis services within the last five (5) years that are similar in scope to those of this Bid. The references should be on the references' letterhead, or from a company email, that includes the following:

- Customers' names
- Current company contact name
- Email address
- Phone number
- Dates of service(s)
- Brief description of the work in progress or completed.

3. Bidders must provide the name(s) of at least one (1) technician, prime or subcontracted, to provide laser alignment capabilities, performing dynamic balancing, and perform laser sheave (pulley) alignments with at least five (5) years' work experience. Provide maximum one (1) page (front and back) resume for technician along with training certificates.

4. Prior to award of this bid, the successful Bidder shall provide a company contact list. The contact list shall include the following:

- Names of key personnel
- Phone number
- Email address
- Emergency phone number to be reached for services described in Specifications Section 1.2 of this bid.

## **Specifications**

### **1.0 Background and Description of Services**

It is the County's intent to bid qualified and experienced Contractors to provide vibration analysis services for existing potable water, wastewater and reclaimed water facilities owned and operated by the Polk County Utilities (PCU). Facilities in the scope of services include water treatment plants (including remote well sites), wastewater treatment plants, reclaimed water facilities, master lift stations, and remote storage and/or pumping facilities. These systems incorporate prime movers including diesel and gasoline fired engines that provide the power for the rotating machinery. These prime movers and corresponding power transmission units vary in horsepower, manufacturer, and configuration throughout PCU's facilities. Services are required for the predictive maintenance of this rotating equipment for all designated PCU facilities. Equipment will include but is not limited to pumps, blowers, mixers, motors, and drive shafts at the locations listed in Attachment "A".

The purpose of the vibration analysis program is to support accurate machinery condition assessments. Engineering limits for the physical parameters must be established so that pending problems can be detected during routine monitoring. Predictive maintenance compares the trends of measured physical parameters against established limits to aid analysis, detection, and correction of problems before failure occurs.

All services must be performed to the complete satisfaction of the County. A representative of PCU will coordinate the services and will oversee the performance of the services to ensure that the services are completed in accordance with the bid documents.

### **1.1 Work Requests and Work Orders**

The Polk County Utilities (PCU) Project Manager (PM) or representative will coordinate with the Contractor when services are needed. The successful Contractor will email back a proposal price within five (5) business days that will include the not-to-exceed costs of the proposal based on the liner item prices listed in the bid sheet. If accepted, PCU will issue an approved work order email. If it is necessary for a proposal to be revised, it must be approved by the PCU PM through an email. No work shall be performed on a project until an approved work order email and a purchase order (PO) has been issued, with an exception to emergency requests.

### **1.2 For Emergency Service Requests and Orders**

The PCU PM will contact the Contractor by telephone when emergency services are needed. The Contractor must be able to respond on site within four (4) hours to provide

technical assistance or repairs if required by PCU. A follow-up email by PCU and PO will be sent for billing purposes.

## **2.0 Applicable Standards**

The Contractor must be aware of and comply with all applicable vibration testing methodology standards, including the following:

- a) ISO/DIS 9001 – Quality Systems (relating to vibration analysis and measurement)
- b) ISO 10012-1 Calibration Systems Requirements
- c) ISO 2372
- d) ISO 3495
- e) MIL-STD-810 – Environmental Test Methods (relating to vibration analysis and measurement)
- f) IEEE STD 528-1984 Inertial Sensor Terminology (relating to vibration analysis and measurement including transducers, inertial sensors and associated electronic gadgetry)
- g) Vibration Institute Standards and Recommendations
- h) ASTM standards (relating to vibration analysis, measurements and equipment)

## **3.0 Vibration Testing and Analysis Capabilities**

### **3.1 Vibration Monitoring Capability and Equipment**

It is anticipated that the vibration monitoring capability and equipment may include, but not be limited to, the following:

Entek Enshare software Version 3.1 (or latest version) to be used with Enpac 2500 or Datapac 1500 data collector/analyzers for periodic vibration monitoring or similar system.

The software/hardware shall have the following capabilities:

Can collect, store and trend: magnitude, phase, & spectral overall and band alarms (defined and statistical), spectra, time waveform, orbits, shaft centerline, dc process measurement, temperature, phase, cross channel measurements, start-up coast downs, FRF, time synchronous averaging etc.

### **3.2 Vibration Analysis**

For vibration analysis, it is expected that the Contractor's vibration analyzers will have the capability to collect at least 2 channels of data simultaneously as required in special vibration applications. These can be used for periodic or continuous analysis and monitoring.

Multichannel analyzers must be capable of performing vibration, modal and acoustical analysis (full and 1/3 octave).

Contractor must have the capability of performing operation deflection shape analysis and advanced modal analysis using Mescope version 4.0.0.75 or higher.

Contractor will produce and send a report to the PCU representative, as stated in section 5, for each vibration analysis within one (1) week of completion and before submitting the invoice.

#### **4.0 Additional Services**

##### **4.1 Dynamic Balancing**

Perform dynamic balancing up to at least two (2) axial planes.

##### **4.2 Laser Alignment Capability**

Analyze horizontal and vertical alignments, soft foot checks, straightness and flatness, dynamic thermal growth, (bearing to bearing/ base flatness etc. - optical alignment features).

Perform laser sheave (pulley) alignments.

##### **4.3 Thermographic Testing of Electrical Equipment**

Perform a thermography test to detect poor connections, unbalanced loads, deteriorated insulation, or other potential problems in energized electrical components.

##### **4.4 Motor Circuit Analysis**

Perform motor circuit analysis to detect the electrical imbalances in motors and the detection of insulation degradation. Both online and offline testing may need to be done. This includes current analysis and voltage analysis.

##### **4.5 Oil Analysis**

Perform oil sample analysis as needed and the Contractor is required to recommend a schedule for sample testing per location based on the need.

#### **5.0 Data Collection and Reporting**

The Contractor shall provide vibration analysis services as defined in Sections 3.1 and 3.2 based on the initial inspection of all the equipment at each site listed in Attachment "A" and as requested by the County. The initial inspection will be the first vibration analysis of all equipment following the bid award and will be considered a baseline for the purposes of documenting and evaluating trends. The baseline inspection schedule

shall be coordinated with PCU representatives and shall not interfere with the operation of the affected facilities. At the completion of the baseline inspection at each location, the Contractor shall submit a report to PCU that includes recommendations for changes to the testing schedule or for repairs/adjustments to rotating equipment resulting from the vibration analysis. The report shall also include results and recommendations from the inspection following the format described below. The Contractor will recommend when vibration analysis services should be done within the year to report the new data from each location. The Contractor should do a minimum of two (2) vibration analysis annually of all equipment at each location: eleven months apart.

Scheduled vibration analysis shall be conducted on equipment/machines in accordance frequency established as part of the baseline vibration analysis and as agreed upon with PCU based on equipment criticality. The Contractor shall give at least 10 working days' notice by email to PCU representatives before any vibration analysis is conducted. The Contractor shall provide sufficient time for equipment to be rotated and reach operating conditions (temperature).

The Contractor shall immediately notify the PCU representative verbally and by email within 24 hours if any unsafe conditions are found anywhere within any of the facilities, relative to any of the rotating equipment. The Contractor may be asked to work with the manufacturer of the equipment, and to follow the appropriate/proper procedures in evaluating any problems.

If the Contractor notices that the rotating equipment has exceeded its safe rated domain of vibrations, they shall immediately notify the PCU representative verbally and by email within 24 hours and make recommendations to return the rotating equipment to normal mode. The Contractor will note the onset of any failure mode, such as excessive wear, gear tooth cracking, imbalance, or pump impeller fouling. Emphasis shall be placed on the root cause(s) of any potential or actual equipment/machine failure. The Contractor shall notify the PCU representative of a possible breakdown before it reaches an unsafe operating condition so that the affected facility's representative(s) can schedule maintenance and attempt to eliminate the problem before actual breakdown.

Vibration analysis test conditions shall be as follows:

- a) Single speed machines shall be tested at rated speed and load.
- b) Variable speed machines shall be tested at the same operation-required speed/load during each vibration analysis.
- c) Critical speeds shall be determined, recorded, and avoided if necessary.
- d) Groups of machines shall be tested under identical conditions, if possible, to permit comparative analysis.
- e) Actual test conditions shall be reported.
- f) Additional tests at other speeds and loads may be conducted as recommended by the Contractor and agreed upon by PCU.
- g) Vibration levels shall be integrated and reported in velocity units.

Data acquisition equipment shall be capable of a sufficient variety of data acquisition to match the ranges of rotational speeds and minimize data adjustment during normalization. The equipment shall have the capability to select a variety of frequency ranges up to ten (10) kilohertz. Data records shall be of sufficient length to enable at least sixteen (16) ensemble averages. Data storage capacity shall be sufficient to hold at least six hundred (600) 400-line or 800-line spectra<sup>1</sup> plots. Filtering and filter control adjustment capability shall be provided and be appropriate for the frequency ranges of the spectral data.

All repair recommendations must be fully supported by vibration spectra and data from the vibration analysis. When requested, a complete set of vibration spectra shall be included in the final report with any test logs.

For each piece of equipment to be analyzed, a data sheet, outline and schematic diagram shall be prepared. Both the diagram and data sheet shall include the PCU plant equipment tag number, if applicable, and the equipment description. The data sheet shall include all pertinent information such as speed, drive information, bearing type and manufacturer, gear information, pump or fan capacity, generator size, etc. The diagram shall include bearing, gear and sensor locations and orientation, overall dimensions, etc. The format and software requirements for the data sheet shall be developed in cooperation with PCU to ensure that the information can be uploaded to PCU's computerized maintenance management system (CMMS).

At the completion of the initial vibration analysis, the Contractor shall submit a report to the PCU representative. The initial report shall be due within one (1) month following the completion of the initial baseline vibration analysis stated above of all the equipment. The format of the report shall be mutually agreed upon between the Contractor and the PCU representative. This report will be used for scheduled vibration analyses as well. The report shall, at a minimum, include the following until modified:

- a) A complete description of the vibration equipment and instrumentation used.
- b) A list of the equipment, machinery and systems inspected.
- c) The quantitative data/results obtained in the prescribed format including identification of each anomaly.
- d) The qualitative analysis and fault diagnosis of each anomaly, and corrective action(s) considered necessary.

In addition, the report shall contain, at a minimum, the following information for each piece of equipment/machine:

- a) The equipment name and equipment location per Attachment "A".
- b) Actual operating conditions (RPM, etc.).
- c) First order (1X) expressed in frequency (Hz or CPM) units.
- d) Significant vibration levels related to fault diagnosis.
- e) Trend of current and previous vibration analysis in a graphic format.
- f) Specific repair recommendations.



- g) Recommendations for changes to the testing schedule for specific equipment.

Sentences shall be complete and concise, and abbreviations shall comply with MIL-S1D-12D. Each anomaly shall be classified as to the priority for remedial action: mandatory, important, or desirable. The Contractor shall provide recommendations for specific measurement criteria (limits/ranges of vibration and relevant frequencies) for each class.

The results of the vibration analysis shall be stored in digital format and maintained by both the Contractor and PCU. All test data shall be provided to the PCU representative electronically. The mechanical condition of each machine tested shall be evaluated. If repair work is deemed necessary, specific recommendations shall be made stating the required repair action(s). Other corroborating performance data, including but not limited to flow rates, pressures, temperatures, alignments, etc., shall also be considered when making the repair recommendation.

The PCU representative shall have the right to monitor any or all phases of preparation, testing, data analyses and report preparation. The contractor shall always conduct his/her operation in a manner that interferes as little as possible with ongoing PCU operations. The Contractor must be able to provide a maximum four (4) hour response time for technical assistance if required by PCU and shall provide an emergency contact for assistance during non-business hours.

## **6.0 Quality Assurance**

The contractor shall comply with the following codes, standards, specifications related to quality assurance as may be applicable to the services:

- a) For each component and system, comply with manufacturer's written instructions for installations, service, and repair. For each installed or repaired component, comply with manufacturer's written specifications for installation. Manufacturers' written instructions shall be available at each facility site.
- b) Underwriters' Laboratories (UL) Standards.
- c) Occupational Safety and Health Administration (OSHA).

## **7.0 New equipment**

Current equipment includes, per Attachment "A", but is not limited to, Hoffman and Sun Flow Blowers, VT Turbines, horizontal and split case pumps, and gear boxes. This equipment will need to be replaced or purchased as spares as needed. These purchased item(s) shall be billed no more than cost plus 5% markup. All equipment purchased will be new and not refurbished. All requests for purchases must be approved by the PCU PM or representative prior to purchase. The Contractor will be required to submit a copy of their paid receipt as proof of purchase price with the invoice.

## **Bid Sheet**

(Submittal Page)

The Bid Sheet is in Excel format and is to be submitted on a CD or USB drive with your sealed Bid Package along with the hard copy. The CD or USB should be labeled with your company name and bid number.

To receive a copy of the informational Excel Bid Sheet and Attachment “A” referenced in this bid package, please go to the following FTP site: <https://ftp3.polk-county.net>, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation*. After you have logged in to the FTP site, double click on the file folder “**Bid 21-423 Vibration Analysis of Water and Wastewater Treatment Facilities.zip**”, select “Open” or “Save As” to download the Bid Sheet and Attachment “A”. If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at [arigoldstein@polk-county.net](mailto:arigoldstein@polk-county.net).

The numbers for equipment, hours and yearly usage listed on the Bid Sheet are estimates only and for bidding purposes only. PCU does not guarantee any amount of work under this bid.