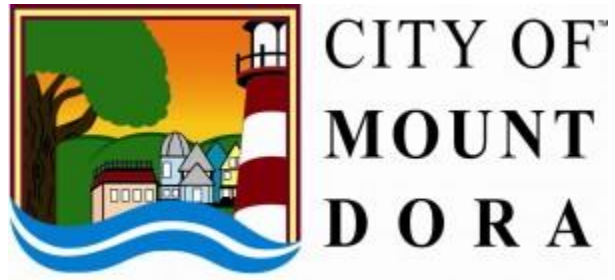


Invitation to Bid

NUMBER
ITB# 21-EL-008



WIRE & CABLE PULLER/TENSIONER

*Marilyn Douglas, NIGP-CPP, CPPO
Purchasing Manager*

LEGAL NOTICE

Notice is hereby given that the City of Mount Dora is accepting electronic bids only for Sealed Invitation to Bid # 21-EL-008 to provide a trailer mounted wire and cable puller/tensioner unit. Bids will be received until 2:00 p.m. on April 21, 2021. A pre-bid conference is not applicable for this solicitation.

ITB# 21-EL-008 “WIRE AND CABLE PULLER/TENSIONER”

Necessary meetings, unless noted otherwise, will be held via electronic meeting format. Please be advised that dates and times, are subject to change and updates posted on the City of Mount Dora’s website at www.cityofmounddora.com, on www.demandstar.com and in the City Hall Lobby.

Remainder of page left intentionally blank

Electronic responses will be the only method allowed for Bidders to respond to this solicitation. **Electronic responses are to be provided via DemandStar only.** All submittals must be compatible with Microsoft Office 2007 or later. E-Bidding will be done through a secure locked box. Bidders can only view/submit their E-Bid and will not have access to any other Bidder's submittals. The Bidder's E-Bid may be changed at the Bidder's discretion until the due date and time have been reached at which time the Bidder will no longer change or have access to the electronic bid submittal. The City will then open the E-Bids. Bidders who are e-bidding for the first time are strongly encouraged to contact Demandstar by e-mailing questions to DemandStar at www.demandstar.com. All bids must be received by the date and time specified above, when they will be opened, via computer, and publicly read aloud. The bid time shall be scrupulously observed. The City shall not be responsible for delays or internet outages caused by any occurrence. The City website does not accommodate electronic responses to E-bids. Receipt of a bid in any other form does not satisfy this requirement. No exceptions will be made.

If you have obtained this document from a source other than directly from DemandStar by Onvia.com you are not on record as a plan holder. The Purchasing Department takes no responsibility to provide Addenda to parties not listed as plan holders. It is the Bidder's responsibility to check with our office prior to submitting your proposal to ensure you have a complete, up to date package. The Bidder is responsible for verifying they have received all Bid Addenda. For the purpose of this bid, the term Bidder, E-Bidder, Proposer and Contractor may be used interchangeably.

CAUTION: Bidders should take caution that the City is not responsible for any power outages or internet failures. It is suggested that you upload your response in adequate time to assure that it will post on the day prior to the closing date.

1) INTRODUCTION/OVERVIEW

A) Purpose/Objective

The City of Mount Dora has issued this Invitation to Bid (hereinafter, "**ITB**"), as a joint solicitation on behalf of the City, the Community Redevelopment Area (CRA) and the Northeast Community Redevelopment Area (Northeast CRA), with the sole purpose and intent of obtaining bids from interested and qualified vendors offering to provide the City's electric utility department with a "WIRE AND CABLE PULLER/TENSIONER", in accordance with the specifications stated and/or attached herein/hereto. The bidder may be referred to herein as the "Vendor, Bidder or Responder" either with capitalization or not.

If awarded under a contract to provide the equipment a contract will be effective on the date such contract is approved by the City of Mount Dora (herein after, the "City or City Council"), signed by all required parties and filed with the City Clerk.

As is more fully explained in Section "6L" of this **ITB**, an award, if made, will be made to the best overall bidder(s) whose bid is most advantageous to the City, taking into consideration the evaluation factors set forth in this **ITB**. The City will not use any other factors or criteria in the evaluation of the bids received.

B) Background

The City serves an area of 12 square miles with a population of approximately 15,200 and has its own electric utility department. The City's fiscal year begins on October 1st and ends on September 30th. The Finance Department maintains the funds and accounts of the City. The Finance Department is responsible for the custody and accounting of funds in each department.

More detailed information on the government and its finances can be found in City of Mount Dora's Comprehensive Annual Financial Report for fiscal year 2018-2019 and in the City's Annual Budget for fiscal year 2020-2021. Copies of these documents may be viewed on www.cityofmountdora.com. The City of Mount Dora is exempt from any and all state, local and federal taxes.

C) Inquiries

Direct questions related to this **ITB** to Marilyn Douglas, Purchasing Manager, and submit such questions in writing to: Finance-Purchasing@cityofmountdora.com. Please include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly.

The only official answer or position of the City will be stated in writing from Finance-Purchasing@cityofmountdora.com. All questions asked, along with the answers rendered will be electronically distributed to all vendors registered for this solicitation and additionally, posted on the City website (www.cityofmountdora.com) and on DemandStar (www.demandstar.com).

D) Method of Source Selection

The City is using the Bid method of source selection for this procurement, as authorized by The City of Mount Dora Purchasing Policy, as from time to time amended. Each Bid will be reviewed to determine if the Bid is responsive to the **ITB**. Bids deemed to be non-responsive may be rejected. A responsive Bid is one which has been signed and submitted by the specified Bid deadline, and has provided the information required to be submitted with the Bid. Poor formatting, poor documentation, incomplete or unclear information may be considered as a substandard submission and may adversely impact consideration of a Bid. Bidders who fail to comply with the required and/or desired elements of this **ITB** do so at their own risk. Ultimate selection will be based on the lowest, compliant, qualified and responsive bid.

The City may, as it deems necessary, conduct discussions with responsible bidders determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

E) Pre-Bid Conference

Pre-bid Conference

A pre-bid conference is not applicable to this **ITB**.

F) Projected Timetable

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the **ITB** process.

Event	Date
ITB Notice of Advertisement	April 1, 2021
Last Date for Receipt of Written Questions	April 9, 2021 at 4:00p.m.
Addendum Issued (If Applicable)	April 13, 2021
Bid Opening Date	April 21, 2021 at 2:00p.m. (See Exhibit "A" for ZOOM info)
Notice of Recommendation	April 23, 2021
City Council Meeting Date	May 4, 2021

2) SCOPE OF SERVICE

Furnishing of one (1) new, fully functional trailer mounted, single drum puller/tensioner unit per stated specifications and fully suitable for purposes of both overhead and underground distribution wire and cable construction needs.

The following are the minimum specifications to be met when bidding the requested equipment under this ITB:

I. Minimum Equipment Specifications

- a. Sixteen feet single axle trailer platform, Gross Vehicle Weight not to exceed 12,500 pounds;
- b. Overhead pulling capacity 3,000 pounds rated a top of drum;
- c. Underground pulling capacity 7,500 pounds;
- d. Tensioning Capacity 2,000 pounds;
- e. Maximum reel for conductor 66" diameter x 40" width;
- f. Maximum reel conductor weight when up on the road GVW 3,200 pounds;
- g. Split pillow block reel exchange;
- h. Reel drum control arm for both underground and overhead with hydraulic; assisted level winding operator system;
- i. Reel fail safe braking and cab operated payout brake;
- j. Rear mounted underground extension control arm, hydraulically assisted with design incorporating UG sheaves and supported arm at full extension to capable of 7,500 maximum working load;
- k. Direct drive hydraulic motor system, (no chain) with integrated reel spline locking system;
- l. Pilot line pulling line system with an operated controlled level winding system;
- m. Hydraulic trailer jacks;
- n. Drive system engine diesel, water cooled, rubber isolated from trailer;
- o. Non-corrosive (aluminum) 13 gallon fuel tank;
- p. System controls shall be controller area network operable from the protective cab with real time control and diagnostics feedback with an integrated HMI viewable in direct sunlight. Control shall include variable and continuous measurement of speed and tension.

II. Detailed Specification

- q. Underground hydraulic controlled pad mount transformer attachment, capable of 7,500 pounds working load, with a minimum 30" extended reach, pivotal from rear of trailer;
- r. Underground Drum with unit, 12" I.D. x 24" O.D. , 31" width, 2000' of 3/8" cable;
- s. Overhead Drum 18" I. D. 40" width, Flange 46" with 6000' of Uniline;
- t. Re-Conductoring Split Drum, tapered 24" to 18" I.D. X 39" O.D. Flange 60";
- u. Pilot Line system with independent controlled level wind, drum and 3000' of rope;
- v. Non-power maintenance solar battery charger system;
- w. Platform Work Light.

III. Safety

- x. Protective cab enclosure for operator with open air ventilation
- y. Rotating distribution cable ground assembly
- z. Running distribution cable ground assembly
- aa. Trailer equipment grounding protection points
- bb. Wheel Chocks

3) BIDDER REQUIREMENTS

I. Miscellaneous

The bidder shall provide, with the bid response, the place of business where the factory authorized warranty service is to be completed. The bidder shall provide written consent from the service provider, if other than the bidder, stating the designated service provider will meet the service criteria. The City reserves the right to reject the bids from vendors who do not provide this written consent. Successful bidder shall supply technical information before or during delivery of the unit. Technical information shall include shop, service and parts manual covering the equipment purchased, and an owner's manual.

II. Warranty

Successful bidder shall provide warranty service for a period of one year from the date of delivery, and shall agree to transport the unit, to and from, at no expense to the City. Maximum turnaround time for repairs or maintenance under warranty shall be three (3) working days, unless parts availability requires longer time, in which case Mount Dora shall be notified. If the equipment will be out of service longer than five (5) working days, an equivalent replacement must be made available for use at no extra charge to the City.

III. Delivery

Successful bidder shall deliver unit, via FOB Destination only if using commercial and common carrier/freight, to the City of Mount Dora Warehouse, 1501 Robie Ave (East Gate), Mount Dora, FL. 32757. From the date of award, the anticipated delivery period shall be specified with an ITB proposal. If the supplier can provide an equivalent temporary unit, until final delivery of the new unit, the terms and conditions shall also be submitted with proposal.

4) TERMS AND CONDITIONS OF CONTRACT

The City may develop a contract and/or Purchase Order with the successful Contractor. Any contract resulting from this **ITB** shall be subject to the standard terms and conditions of the City and any terms and conditions included in this **ITB**. The City reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of

the rights of the City. The City will not be obligated to sign any contract, agreement or other documents provided by the Contractor with its submittal.

5) GENERAL TERMS AND CONDITIONS

A) Licenses

The successful Bidder is required to possess any proper occupational license and/or professional license, and any other authorizations necessary to provide the needed equipment and the post delivery services, if applicable and as required by this ITB pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind.

B) Principals/Collusion

By submission of a Bid, the undersigned, as Bidder, does declare that the only person or persons interested in the Bid, as principal or principals, is/are named in the Bid and that no other person has any interest in the Bid or in the contract to be entered into; that the Bid is made without connection to any other person, company or parties and that the Bid is, in all respects, fair and submitted in good faith without collusion or fraud.

C) Taxes

The City is exempt from Federal Excise and State of Florida Sales Tax.

D) Relation of City

It is the intent of the parties that the Contractor shall be considered an independent contractor, and that neither the Contractor nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Contractor, its employees or agents, resulting in either bodily or personal injury or property damage to any individual, vendor, firm, or corporation.

E) Fund Availability

Any contract executed for the services set forth in this ITB shall be subject to fund availability.

F) Lobbying

All vendors are hereby placed on **NOTICE** that the City does not wish to be lobbied, either individually or collectively about a matter for which a vendor has submitted a Bid.

Vendors and their agents are not to contact members of the City Council for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from Bid announcement to final Council approval**, no vendor or agent thereof shall contact any employee of the City in reference to this Bid, with the exception of the Finance Director or his designee(s). Failure to abide by this provision may serve as grounds for disqualification under this **ITB**.

G) Single Bid

Each Bidder must submit, with its bid, all required forms included in this **ITB**. Only **one** bid from a legal entity as primary will be considered. A legal entity that submits a Proposal as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same **ITB**. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

H) Protest Procedures

Any appeal or protest to the Invitation to Bid shall be governed by the City of Mount Dora's Purchasing Policies and Procedures.

I) Public Entity Crime

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 to provide any goods or services to a public entity; may not submit a bid with a public entity for the construction or repair of a public building or public work; 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 for a period of 36 months following the date of being placed on the convicted vendor list.

J) Conflict of Interest

Bidder shall complete the Conflict of Interest Affidavit included as an attachment to this **ITB** document.

Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a vendor from consideration.

These disclosures are intended to identify and or preclude conflict of interest situations during the selection, award and contract execution processes.

K) Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences:

- a. Prohibition by the individual, vendor, and/or any employee of the vendor from contact with City staff for a specified period of time
- b. Prohibition by the individual and/or vendor from doing business with the City for a specified period of time, including but not limited to: submitting bids, **ITB**, and/or quotes
- c. Immediate termination of any contract held by the individual and/or vendor for cause.

L) Immigration Reform and Control Act

Bidder acknowledges, and without exception or stipulation, any vendor(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, 8 U.S.C. 1324, and regulations relating thereto, as either may be amended. Failure by the awarded vendor(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

M) Scrutinized Company List

Florida Statutes, Sections 287.135, prohibits Florida municipalities from contracting with companies, for goods or services over \$1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List engaged in any Business operations with Cuba or Syria or which are on the list of Scrutinized Companies that Boycott Israel.

The list of “Scrutinized Companies” is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of “Scrutinized Companies” can be found at the following link:

https://www.sbafla.com/fsb/Portals/FSB/Content/Performance/Quarterly/2019_01_29_Web_Update_PFIA_Prohibited_List.pdf?ver=2019-01-29-130702-420

N) Billing Instructions – Upon Award

Specific format of the invoice shall be worked out between the City and the contractor prior to the first invoice being submitted. Payment shall be made in accordance with the Florida Prompt Payment Act, as amended from time to time.

6) INSTRUCTION FOR BID

A) Compliance with the ITB

Bids must be in strict compliance with this **ITB**. Failure to comply with all provisions of the **ITB** may result in disqualification.

B) Acknowledgment of Insurance Requirements

By signing the Insurance Requirements included in this **ITB**, Bidder acknowledges these conditions may include Insurance Requirements.

It should be noted by the Bidder that, in order to meet the City's requirements, there may be additional insurance costs to the Bidder's vendor. It is, therefore, imperative that the bidder discuss these requirements with the Bidder's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Bidder.

The Bidder's insurance obligation shall not be limited in any way by the agreed upon contract price, or the Bidder's limit of, or lack of, sufficient insurance protection.

Bidder also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Bidder's bid.

C) **Acknowledgment of Bonding Requirements**

By signing its bid, and if applicable, Bidder acknowledges that it has read and understands the bonding requirements for this bid. Requirements for this bid are checked.

- Not Applicable
- Bid Bond: Shall be submitted with bid response in the most recent form of an AIA document 310.

The Bid Bond shall be retained by the City as liquidated damages if the successful Bidder fails to execute and deliver to the City the products/service, or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. No bids including alternates, if applicable, shall be withdrawn within one hundred and eighty (180) days after the bid closing date thereof. If a bid is not accepted within said time period it shall be deemed rejected and the Bid Bond shall be released. In the event that the City awards the contract prior to the expiration of the one hundred and eighty (180) day period without selecting any or all alternates, the City shall retain the right to subsequently award to the successful Bidder said alternates at a later time and approved by the Finance Director or designee, and the successful Bidder.

- Performance and Payment Bonds: **For projects in excess of \$200,000**, bonds shall be submitted with the executed contract by Bidders receiving award, and written for 100% of the Contract award amount, the cost borne by the Bidder receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

Should the contract amount be less than \$500,000, the requirements of Florida Statutes, Section 287.0935, shall govern the rating and classification of the surety.

If the surety for any bond furnished by Vendor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Vendor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the City's approval.

D) Delivery of Bids

All bid responses are to be delivered before **2:00 pm**, local time, **on or before April 21, 2021** via electronic submission at www.demandstar.com only.

The City shall not bear the responsibility for bids submitted past the stated date and/or time indicated.

Bidders must submit bid responses electronically via demandstar.com.

E) Evaluation of Bids (Procedure)

The City's procedure for selecting is as follows:

1. Subsequent to the closing of the **ITB**, the Department and the Purchasing Manager shall review the bids received and verify whether each bid appears to be responsive to the requirements of the published **ITB**
2. Vendor selection will be based on the lowest, compliant, qualified and responsive bid unless specified otherwise in the **ITB**.
3. The City reserves the right to withdraw this **ITB** at any time and for any reason, and/or to issue such clarifications, modifications and/or amendments as it may deem appropriate.
4. Receipt of a bid by the City or a submission of a bid to the City offers no rights upon the Bidder nor obligates the City in any manner.
5. Acceptance of the bid does not guarantee issuance of any other governmental approvals.

F) Ambiguity, Conflict, or Other Errors in the ITB

If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the **ITB**, Bidder shall immediately notify the Purchasing Manager, of such error in writing and request modification or clarification of the document. The Purchasing Manager will make modifications by issuing a written revision and will give written notice to all parties who have received this **ITB** from DemandStar or the City's website.

The Bidder is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the **ITB** prior to submitting a bid or such ambiguity, conflict, discrepancy, omission or other error shall be waived to be determined by the City in its sole discretion.

G) Bid, Presentation, and Protest Costs

The City will not be liable in any way for any costs incurred by any bidder in the preparation of its bid in response to this **ITB**, nor for the presentation of its bid and/or participation in any discussions, negotiations or, if applicable, any protest procedures.

H) Acceptance or Rejection of Bids

The right is reserved by the City to waive any irregularities in any bid, to reject any or all bids, to re-solicit for bids, if desired, and upon recommendation and justification by the City to accept the bid which in the judgment of the City is deemed the most advantageous for the public and the City.

Any bid which is incomplete, conditional, obscure, or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful bidder, or their refusal to enter into the City contract, the City reserves the right to accept the bid of any other bidder or to re-advertise/re-solicit using the same or revised documentation, in its sole discretion.

I) Requests for Clarification of Bids

Requests by the Purchasing Manager to a bidder for clarification of bid(s) shall be in writing. A Bidder's failure to respond to request for clarification may deem the bidder to be non-responsive, and may be just cause to reject its bid.

J) Validity of Bids

No bid may be withdrawn after it is filed unless the Bidder makes such a request in writing to the City prior to the time set for the closing of Bids.

All bids shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate the evaluation and selection process.

K) Response Format

The bid shall be deemed an offer to provide products/services to the City. In submitting a bid, the Bidder declares that it understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Bidder agrees that if awarded the contract, it will perform the work in accordance with the provisions, terms and conditions of the contract.

To facilitate the fair evaluation and comparison of bids, all bids must conform to the guidelines set forth in this **ITB**. Any portions of the bid that do not comply with these guidelines must be so noted and explained in the Acceptance of Conditions section of the bid. However, any bid that contains such variances may be considered non-responsive.

Bids should be prepared simply and economically, providing a straightforward concise description of the Bidder's ability to meet the City's needs, as stated in the **ITB**.

The items listed as required forms shall be submitted with each bid and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a bidder to include all listed items may result in the rejection of its bid.

All costs associated with delivering the requested products/services shall be detailed in the format requested on the Bid Form.

L) Bid Evaluation Factors

As previously stated, award of bid shall be based on the lowest priced, compliant, qualified and responsive bid unless specified otherwise in the Invitation to Bid.

Drug-Free Workplace: In accordance with Florida Statutes, Section 287.087, 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 City for the procurement of commodities or contractual services, a bid received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process.

NOTE: In the event, the bidder wishes to provide items specified above and beyond the stated requirements of this ITB at “no cost” to the City of Mount Dora, these products/services should be identified and included in the bid.

Tie Breaker:

If there are tie bids, meaning everything except the information relating to the bidder is the same, the following methods shall be used in the order below to break the tie:

- **Drug free workplace policy in place.**
- **The bidder that has an existing Business Tax Receipt (BTR) within the City.**
- **Prior contract with the City performed satisfactorily will result in the win of a tie breaker and prior contract with the City performed unsatisfactorily will result in the loss of a tie breaker.**
- **Timeliness of delivery.**

7) REQUIRED FORMS (ALL LISTED FORMS MUST BE COMPLETED AND RETURNED WITH YOUR BID)

1. Conflict of Interest Affidavit
2. Declaration Statement
3. Drug Free Workplace Certification
4. Non-Collusion Affidavit of Prime Bidder
5. Acknowledgements
6. Compliance with Public Records Law
7. Public Entity Crimes Statement
8. Vendor Information
9. Sub-Contractor Listing
10. Completed W9
11. Signed Addendums (if applicable)
12. Bid Pricing Form

BIDDER'S CHECK LIST

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your electronic Bid.

Bidder should check off each of the following items as the necessary action is completed:

- All applicable forms have been signed and included.
- Any addenda have been signed and included.
- The Bid will be electronically delivered at www.demandstar.com in time to be received no later than the specified **due date and time**. Bid will not be considered otherwise.

Electronic responses via demandstar.com are the only accepted method of bid response delivery to the City. Vendors are allowed registration for one agency at zero cost.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

Remainder of page left intentionally blank

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the vendor, and its employees, officers and/or agents, certifies, and hereby discloses, that, to the best of its knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the vendor and/or any of its employees, officers and/or agents, has a possible conflict have been fully disclosed.

Additionally, the vendor and its employees, officers and/or agents, agrees to immediately notify in writing the City of Mount Dora Purchasing Department, if any actual or potential conflict of interest arises during the bid process.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Vendor/Bidder, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2021.

(stamp)

NOTARY PUBLIC

DECLARATION STATEMENT

City of Mount Dora
510 North Baker Street
Mount Dora, FL 327572

RE: ITB NO. 21-EL-008 “Wire and Cable Puller/Tensioner”

Dear Mayor and Council Members:

The undersigned, as Bidder, or on behalf of Bidder, declares that this bid is submitted without any other understanding, agreement or connection with any person, corporation, or firm submitting a Response for the same purpose and that the Response is in all respects fair and without collusion or fraud.

The undersigned as Bidder, or on behalf of Bidder, further declares that this bid is in compliance in every respect with all of the Instructions to Bidders issued prior to the opening of bids.

The undersigned as Bidder, or on behalf of Bidder, if selected, agrees to commence negotiations in good faith, and to execute an appropriate City document for the purpose of establishing a formal contractual relationship with the City for the performance of all requirements to which the bid pertains as set forth in **ITB# 21-EL-008**.

IN WITNESS WHEREOF, we have hereunto subscribed our names on this _____ day of _____, 20__ in the City of _____, in the State of _____.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that 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, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. 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 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.

Does the company responding to this solicitation certify that it has implemented a drug-free workplace program in accordance with the provision of Florida Statutes, Section 287.087, as stated above?

- YES**
 NO

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

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

State of _____
County of _____

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

I am the _____ of _____, (Proposer) which has submitted a Response to the City of Mount Dora ITB 21-EL-008.

I am fully informed respecting the preparation and contents of the Response to ITB 21-EL-008, and of all pertinent circumstances respecting such Response.

Neither the Proposer 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 proposer, firm or person, to fix the price or prices in the Proposer’s Response to ITB 21-EL-008 “Wire and Cable Puller/Tensioner”, or that of any other proposer, or to fix any overhead, profit or cost element of the Response price or the price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF MOUNT DORA.

The price or prices quoted in the Proposer’s Response to ITB 21-EL-008 “Wire and Cable Puller/Tensioner”, are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

Company

Authorized Signature

Printed Name & Title

Email

Address

City, State, Zip Code

Telephone No.

Fax No.

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Vendor/Bidder/Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2021.

(stamp)

NOTARY PUBLIC

Acknowledgements

ITB #21-EL-008 “Wire and Cable Puller/Tensioner”

**To: City of Mount Dora
510 North Baker Street
Mount Dora, FL 32757**

_____ (Bidder) guarantees its Bid, submitted in response to **ITB#21-EL-008**, for a period not to exceed one hundred eighty (180) days from the date the bid was submitted to the City of Mount Dora unless an extension is granted by the Bidder.

The Bidder, by signing these **ITB** Submittal pages, acknowledges and agrees to abide by all the terms, conditions and specifications contained in this **ITB** Document.

Dated this _____ day of _____, _____
(Month) (Year)

INDIVIDUAL, LIMITED LIABILITY COMPANY, PARTNERSHIP, OR OTHER FORM OF ENTITY WHICH IS NOT A CORPORATION

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

Taxpayer/Employer Identification Number (TIN/EIN): _____

CORPORATION

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

Taxpayer/Employer Identification Number (TIN/EIN): _____

State of Incorporation:

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Signature: _____ Date: _____

Remainder of page left intentionally blank



CITY OF MOUNT DORA

COMPLIANCE WITH THE PUBLIC RECORDS LAW ITB #21-EL-008

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC

Upon award recommendation or ten (10) days after opening, submittals become a "public record" and shall be subject to public disclosure consistent with Florida Statutes, Chapter 119. Proposers must clearly mark information within a Bid which is exempt from disclosure under Florida and must state the reasons why such exclusion from public disclosure is permitted. To the extent any protected information is submitted to the City, it must be submitted in a separate envelope marked accordingly.

The Proposer agrees that it will fully defend the City in any cause of action or litigation associated with non-disclosure of that information identified by the Proposer as exempt under Florida's public records law. It is understood and agreed by the Proposer that in the event the Proposer fails to defend the City in any such litigation, the City may take such action as it deems necessary in order to avoid a third-party cause of action, including disclosure of the information. In such an event, the Proposer shall hold the City harmless and free of any liability.

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

Project Number: **ITB# 21-EL-008 "WIRE AND CABLE PULLER/TENSIONER"**

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Vendor/Bidder/Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2021.

**SWORN STATEMENT PURSUANT TO FLORIDA STATUTES,
SECTION 287.133(3) (A) PUBLIC ENTITY CRIMES**

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

1. THIS SWORN STATEMENT IS SUBMITTED to the City of Mount Dora by: _____ [NAME] as the _____ [TITLE] of _____ [BUSINESS ENTITY] and its Federal Employer Identification Number (FEIN) is _____.

2. I understand that a “public entity crime” as defined in Florida Statutes, 287.133 (1)(g), 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 of 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.

3. I understand that “convicted” or “conviction” as defined in Florida Statutes, Section 287.133(1) (b), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an “affiliate” as defined in Florida Statutes, Section 287.133(1)(a), means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. 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 crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, 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 a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Florida Statutes, Section 287.133(1) (e), 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.

6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF MOUNT DORA IS FOR THE CITY OF MOUNT DORA ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE CITY OF MOUNT DORA PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN FLORIDA STATUTES, SECTION 287.017, FOR CATEGORY TWO, OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Vendor/Bidder/Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2021.

(stamp)

NOTARY PUBLIC

VENDOR INFORMATION

Vendor is:

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

Federal Employer Identification Number: _____

Vendor Name: _____

Mailing Address: _____

Telephone No.: _____ Fax No.: _____

Email Address: _____ Web Address: _____

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

Vendor Name: _____

Remittance Address: _____

Submitted by: _____

Name & Title Printed: _____

Remainder of page left intentionally blank

ITB # 21-EL-008
“WIRE AND CABLE PULLER/TENSIONER”

SUB-CONTRACTOR LISTING

Provide a name, and address of all sub-contractors that have the potential to provide service/work on this project.

Sub- Contractor:

Phone Number:

Remainder of page intentionally left blank

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.						
	2 Business name/disregarded entity name, if different from above						
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):					
	<table style="width:100%; border: none;"> <tr> <td style="text-align: center; width: 20%;">Individual/sole proprietor or single-member LLC</td> <td style="text-align: center; width: 20%;">C Corporation</td> <td style="text-align: center; width: 20%;">S Corporation</td> <td style="text-align: center; width: 20%;">Partnership</td> <td style="text-align: center; width: 20%;">Trust/estate</td> </tr> </table>	Individual/sole proprietor or single-member LLC	C Corporation	S Corporation	Partnership	Trust/estate	Exempt payee code (if any) _____
	Individual/sole proprietor or single-member LLC	C Corporation	S Corporation	Partnership	Trust/estate		
	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____					
	<input type="checkbox"/> Other (see instructions) ▶	<small>(Applies to accounts maintained outside the U.S.)</small>					
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)						
6 City, state, and ZIP code							
7 List account number(s) here (optional)							

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
-					-				
or									
Employer identification number									
-					-				

Part II Certification

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

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

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

General Instructions

• Form 1099-INT (interest earned or paid)

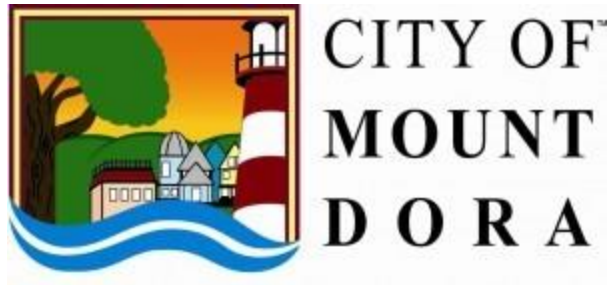
Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN).

Examples of information returns include, but are not limited to, the following:



COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a bid/proposal authorizes release of your Vendor's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

Project Number: **ITB #21-EL-008**

Date: _____

BID PRICING FORM ITB# 21-EL-008

Therefore, the undersigned, Hereinafter called “Bidder” hereby certifies that he/she has familiarized himself/herself with the extend of the services, and having examined carefully the scope of services herein, propose to furnish all labor, equipment, and services without exception, for “Wire and Cable Puller/Tensioner”. **Award will be based upon lowest, responsive and responsible Grand Total amount submitted.**

Description	Quantity	Unit	Total
Wire and Cable Puller Tensioner (per stated specifications)	1	EA	\$
Freight/Shipping/Transport (FOB Destination only)	1	LS	\$
GRAND TOTAL:			\$

Grand Total (Written): _____ /100

1. From time of PO receipt what is the maximum number of days for delivery of unit to the City of Mount Dora? _____.

2. Can you provide an equivalent loaner/temporary unit until receipt of purchased unit? YES / NO
NOTE: If circle yes, include all specifications, terms and conditions applicable for the loaner/temporary unit.

Name & Location of Authorized Service Center (closest to Mount Dora, FL):

"The undersigned, as Bidder, hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the BID and Specifications for the equipment/work and comments hereto attached. The Bidder agrees, if this Bid is accepted, to contract with the City of Mount Dora in the form of an Agreement and/or Purchase Order, to furnish all necessary materials, equipment, machinery, tools, transportation, labor and service necessary to complete the work covered by the Bid and Agreement Documents for this work. The Bidder agrees to accept in full compensation for each item the prices named in the schedules incorporated herein.

Bidder agrees to supply the products or services at the prices proposed above in accordance with the terms, conditions and specifications contained in this Bid and any associated Agreement." Bidder further agrees the City shall compensate Bidder at the pricing shown above for work actually performed.

Company Name: _____
 Address: _____
 Telephone Number: _____
 Email Address: _____
 Company Authorized Representative Name: _____
 Signature/Date: _____

PLEASE INCLUDE IN YOUR PRICING ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED WITH COSTS.

EXHIBIT “A”

ZOOM Meeting Access Information

Bid Opening:

Topic: Opening: ITB 21-EL-008 Wire and Cable Puller/Tensioner
Time: Apr 21, 2021 02:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/91769994699?pwd=c3pPUGZwUC9FbExWb29YMFYyWmxCdz09>

Meeting ID: 917 6999 4699

Passcode: 225047

One tap mobile

+13017158592,,91769994699#,,, *225047# US (Washington DC)

+13126266799,,91769994699#,,, *225047# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

Meeting ID: 917 6999 4699

Passcode: 225047

Find your local number: <https://zoom.us/u/aerS0P4KMK>