

# BID REGISTRATION

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

Bid Number and Title: 10-029-MAR, Submersible Pump Repair Services

Description: Provide all labor, equipment, materials, supplies and supervision necessary to perform submersible pump repair services at water treatment and wastewater treatment plants located throughout Polk County for Polk County Utilities.

Receiving Period: Wednesday, November 25, 2009, Prior to 2:00p.m.

Bid Opening: Wednesday, November 25, 2009, 2:00p.m.

Special Conditions: This is an annual bid

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

**BIDDER REGISTRATION  
FAX THIS FORM BACK IMMEDIATELY  
FAX: (863) 534-0055**

Carefully complete this form and mail or fax it to the Purchasing Division. You must submit one form for each bid that you are registering for.

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

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

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.

**SEALED BID • DO NOT OPEN**

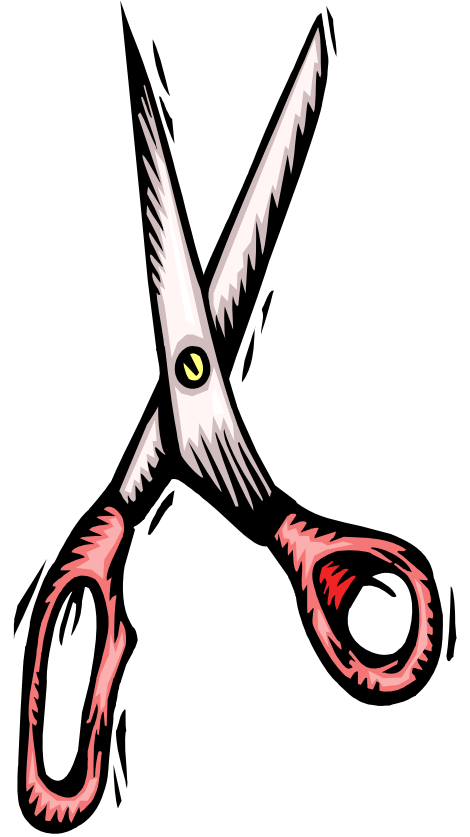
SEALED BID NO.: 10-029-MAR

BID TITLE: Submersible Pump Repair Services

DUE DATE/TIME: Wednesday, November 25, 2009 prior to 2:00 p.m.

SUBMITTED BY: \_\_\_\_\_  
(Name of Company)

DELIVER TO: PURCHASING DIVISION  
2470 Clover Lane  
Bartow, Florida 33830



**POLK COUNTY BOARD OF COUNTY COMMISSIONERS**

**Purchasing Division  
Audry Aroney Reeves, CPPO, CPPB  
Interim Purchasing Director**

**Bid #10-029-MAR  
SUBMERSIBLE PUMP REPAIR SERVICES**

Polk County, a political subdivision of the State of Florida, requests the submittal of bids from vendors that are interested in providing all labor, equipment, materials, supplies and supervision necessary to perform submersible pump repair services at water treatment and wastewater treatment plants located throughout Polk County for Polk County Utilities as described herein. Sealed bids will be received in the Purchasing Division, **prior to 2:00p.m, November 25, 2009**. Bids will be opened at 2:00p.m., November 25, 2009.

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 number. Submit all questions to **Michele Rawlins, Contract Specialist, via E-mail [michelerawlins@polk-county.net](mailto:michelerawlins@polk-county.net) or fax (863) 534-0055.**

Bids may be mailed, express mailed or hand delivered to:

**Purchasing Division  
2470 Clower Lane  
Bartow, Florida 33830  
(863) 534-5610  
STATEMENT OF NO BID**

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

- |   |   |
|---|---|
| <input type="checkbox"/> Insufficient time to respond   | <input type="checkbox"/> Unable to meet specifications              |
| <input type="checkbox"/> Do not offer this product      | <input type="checkbox"/> Unable to meet bond/insurance requirements |
| <input type="checkbox"/> Specifications unclear         | <input type="checkbox"/> Schedule would not permit us to perform    |
| <input type="checkbox"/> Specifications too restrictive | <input type="checkbox"/> Other (please specify below)               |

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

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

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# BIDDER INSTRUCTIONS AND GENERAL INFORMATION

**BIDDER INSTRUCTIONS:** To ensure acceptance of this bid, follow these instructions.

**BID DOCUMENTS MUST BE DELIVERED TO THE PURCHASING DIVISION PRIOR TO 2:00P.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 black 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:** Bidders may call the Message Center only for bid results. The telephone number is (863) 534-7600 extension 304. The bid recap will be posted to the County’s website at <http://www.polk-county.net/bids.aspx?type=bs> within ten (10) working days after the bid opening date. The bid analysis will also be posted to the County’s website as soon as possible after the bid opening date. Bid files may be examined during normal working hours by appointment.

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 Purchasing 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 this 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 a properly certified invoice to the County at the prices bid. **An original invoice shall be submitted to the appropriate User Division at their drawer number, P.O. Box 9005, Bartow, Florida 33831.** The vendor shall include the bid number and/or the purchase order number on all invoices. Invoices will be processed for payment when approved by the user division.
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 services furnished under this bid shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable services, 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 Purchasing 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 must be signed by the bidder and faxed to (863) 534-0055.
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 and used in the performance of this bid. 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. **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 Purchasing 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 Purchasing Division or can be downloaded from the County's website at [www.polk-county.net](http://www.polk-county.net).

**FAILURE TO FOLLOW BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY POLK COUNTY, FLORIDA, SHALL CONSTITUTE A WAIVER OF THE BIDDER'S RIGHT TO PROTEST AND ANY RESULTING CLAIM.**

15. **SUMMARY OF TOTAL SALES:** At the end of each quarter, the successful vendor is required to furnish the Purchasing Division with a summary of sales, in total dollars, for the work performed as a result of this bid.
16. **INDEMNIFICATION:** In consideration of Ten Dollars (\$10.00) and other valuable considerations, Seller, to the fullest extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to the County) and hold harmless the County, its employees and agents from and against, including, but not limited to, all liability, claims, suits, demands, damages, losses, costs, including attorney fees, arising out of or resulting from the performance of its services, provided that any such liability, claim, suit, demand, damage, loss or expense is (a) attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the service itself), including the loss of use resulting therefrom; and (b) caused in whole or in part by an act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, whether or not it is caused in whole or in part by the negligence or other fault of a part indemnified hereunder. The contractor shall indemnify and hold harmless the County and anyone directly or indirectly employed by it from and against all claims, suits, demands, damages, losses and expenses (including attorney fees) arising out of any infringement or patent rights or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.
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.

## **GENERAL INFORMATION**

1. **DEFINITIONS:** The term “County” means the Polk County Board of County Commissioners, a political subdivision of the State of Florida, and its authorized designees, agents or employees.
2. **AWARD(S):** The award of this bid shall be based on low bid meeting specifications and other criteria as specifically called out in this document. 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 bid form; 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.
  - 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. **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 at which employees are located and from which business is regularly transacted.

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.

4. **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.
5. **ASSIGNMENT:** Any purchase order issued pursuant to this bid and the monies which may become due herein is not assignable except with the prior written approval of the Purchasing Director.
6. **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.
7. **FACILITIES:** The County reserves the right to inspect the bidder's facilities at any time, with prior notice.
8. **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.
9. **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.
10. **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 Purchasing

Director shall be the sole judge as to whether or not any addition, revision or deletion changes the intent of the bid.

11. **TERMINATION/SUSPENSION:** The Purchasing Director reserves the right to terminate or suspend the award of this bid, in whole or in part, when it is in the best interest of the County to do so. The Purchasing Director will notify the vendor, in writing, of any such action with notice of the effective date of termination or suspension. This notice shall also specify the state of the work at the time of termination or suspension.

If the User Division determines that the performance of the vendor does not comply with the bid requirements, the division may:

- a. Immediately suspend the work; and
  - b. Notify the vendor of the non-performance with a requirement that the deficiency be corrected within ten (10) days of notification.
12. **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 Purchasing Director may cancel the bid immediately.
  13. **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 thereto.
  14. **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.
  15. **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."

Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.

If your company wishes to avail themselves of this program, you can register online for E-Verify at <https://www.vis-dhs.com/EmployerRegistration>, which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit [www.dhs.gov/e-verify](http://www.dhs.gov/e-verify) or contact USCIS at **1-888-464-4218**.

16. **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.
17. **PRICE INCREASES:** The Purchasing 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 appropriate price index.

# SPECIAL CONDITIONS

1. Award will be made based on overall low bid for items 1 through 4 meeting specifications. **All bid items that are part of the basis of award should be bid at a fair and reasonable price.** Failure to do so may cause the bid to be non-responsive. Bidders must bid on all items for the bid to be considered responsive. The Purchasing 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. **PERFORMANCE OF WORK:** The work required under this bid shall be performed by the entity submitting the bid.
3. The period of performance for this bid is from date of award through November 30, 2010. It may be extended for two (2) one (1) year periods at the same terms and conditions, with the mutual agreement of all parties.
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 # 17.
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 [www.polk-county.net](http://www.polk-county.net) "Purchasing & 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. This is a new bid, there are no current contract prices.
7. The services provided under this bid are funded from the User Divisions operating expenses, therefore there is not an estimated budget.
8. Vendors must possess either a Polk County Local Business Tax Receipt (f/k/a Business License) or an Occupational License from any other government entity located within the state of Florida in order to do business with the Polk County Board of County Commissioners. A copy of such license must be submitted with your bid submittal.
9. The Purchasing Division will schedule a pre-award meeting with the low responsive and responsible vendor prior to the Recommendation of Award being made.
10. All questions **must** be in writing and **must** be submitted to Michele Rawlins, Contract Specialist, Purchasing Division via email: [micheleraawlins@polk-county.net](mailto:micheleraawlins@polk-county.net) , or fax (863) 534-0055.

# SPECIAL INSTRUCTIONS

## 1. QUALIFICATION OF BIDDERS

This bid shall be awarded to responsive, responsible bidders, qualified by experience to provide the work specified. Bidders shall submit the following information with their bid.

- A. Provide a minimum of three (3) letters of reference for clients, public or private, of applicable products and services. Each letter must indicate the types of submersible pumps repaired and frequency, client name, telephone number, address and email address of client. Letters of reference (of successful vendor) will be verified. Work performed must have been within the last three (3) years.
- B. Submit a résumé of the person(s) who will be assigned to supervise work performed under this contract. The person must have at least two (2) consecutive years of submersible pump repair experience on a full-time basis and be able to effectively communicate with Utilities Operations staff. All relevant experience must be listed on the resume. Additionally a minimum of two (2) letters of reference must be provided on the shop supervisor(s). Letters that are unverifiable or unsatisfactory could cause the entire bid to be non-responsive.
- C. A detailed list of the vendors' equipment, including model and year, shall be submitted with Vendors bid. Examples of list include any vehicles, boom trucks/cranes and other essential equipment necessary to complete submersible pump repair. The County reserves the right to independently check equipment. Vendors' equipment shall be maintained as to minimize the amount of down time.

## 2. LICENSES AND PERMITS

- A. Vendor shall be licensed to perform the type of work stated in this solicitation. Said licenses shall be in the vendor's name and as it appears on the official bid form.
- B. Vendor shall submit copies of all applicable licenses.

# SPECIFICATIONS

1. The scope of work to be provided by the bidder includes, but is not limited to, all labor, equipment, materials, supplies and supervision necessary to perform submersible pump repair services for water treatment and wastewater treatment plants throughout Polk County for Utilities Operations.
2. The bidder shall be responsible for supplying all material and equipment necessary to complete submersible pump repair services. Should the bidder need to rent or purchase material or equipment to complete installation or maintenance services, the equipment may be billed at cost plus ten (10) percent markup. The bidder shall be required to submit a copy of the invoice for the material or equipment as proof of purchase with their invoice.
3. Hourly rates shall consist of all costs, including but not limited to, overhead, profit, licensing, transportation, fuel and labor necessary to perform the scope of work required.
4. Bidders shall list a price per hour for normal workdays (Monday – Friday, 7:00 A.M. – 5:30 P.M.) as well as a price for after hour's emergency work, which is comprised of nights, weekends, and designated holidays. Designated holidays are defined as New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the day after, and Christmas Day and the day before or after. These holidays are in keeping with the scheduled holidays approved by the Board of County Commissioners.
5. The bidder shall bill hourly rates which are dependent on the time the work commences. Should service be requested during the normal scheduled business work day, the regular rate shall be used. However, should the work continue beyond the regularly scheduled work day, the firm shall bill the time at the overtime rate for that time beginning at the end of the regular work day. For example, should a work request be issued for service to begin at 2:00 P.M. and the work continues until 7:00 P.M., the invoice shall reflect a standard rate for the service from 2:00 until 5:30 and an overtime rate for the service from 5:30 to 7:00. Should a work request be issued after regularly scheduled work hours, the overtime rate will prevail for the entire work period.
6. The bidder must be able to respond to the County site within two (2) hours after a request for service, exclusive of any emergency request. The bidder must be able to respond to the County site within one (1) hour after an emergency request for service. This pertains to work not regularly scheduled by Utilities staff.
7. All pumps to be repaired will be picked up and returned to Polk County Utilities, Warehouse Dept, 3000 Sheffield Rd, Winter Haven, FL 33880 between the hours of 7:00 a.m. and 3:30 p.m., Monday thru Friday except for County Holidays listed in Item #4 above. On occasion a pump may need to be picked up in the field; vendor will be notified in advance.
8. No additional charges will be allowed for pick up and delivery of pumps.

9. Each repaired pump shall have a new 2" diameter stainless steel tag attached to the lifting bail with stainless steel wire. The tag must include the date of repair and level of repair. (See Repair Level Chart below)
10. The County will inspect each pump to verify the Name Plate Data is in place and the information is correct. This information shall also be placed on the cord at the connection end to power supply approximately every two (2) to three (3) feet for total of ten (10) feet of the cord. A paper tag under clear heat shrink shall be used on the cord.

**Note:** If Name Plate Data tag on pump is not legible, vendor shall replace with a new tag at no cost to the County.

11. Occasionally pumps will come in for repairs with a lifting cable attached to the lifting bail. The lifting cable shall be inspected by the vendor. If the lifting cable is not in an acceptable condition, it is to be replaced with a new lifting cable that meets ANSI/ASME code.
12. Inspect pump lifting bail for structure integrity and connection to pump fasteners.
13. Repaired pump test
  - a. Repaired pumps must be tested and run at pump shutoff as well as best efficiency point.
  - b. Vendor must provide a signed report.
14. Repaired pump warranty

Vendor must warrant its pump repairs to the County, electrically and mechanically against defects in materials and workmanship for a period of one (1) year from the date of repair. The warranty must include seals, sensors, bearings, and motor rewinds of the repaired pump.

15. The turn around time on repairs

The following turn around times are required on repairs, depending on the availability of parts needed to complete the repairs. Vendor must inform the Utilities Division if there is a delay due to the availability of parts. All repaired pumps must be delivered to Polk County Utilities no more than three (3) business days after repairs have been completed.

- a. Non-emergency work requests
  - Level 1: three (3) to five (5) business days
  - Level 2: five (5) to seven (7) business days
  - Level 3: seven (7) to ten (10) business days
- b. Emergency work requests
  - Level 1: one (1) to two (2) business days
  - Level 2: one (1) to three (3) business days
  - Level 3: one (1) to five (5) business days

16. Loaner pumps:

In the event of an emergency pump failure on a main flow station, Vendor shall provide a loaner pump. The loaner pump must be delivered within eight (8) hours of the request. Vendor shall provide a written quote for the cost of the loaner pump, which shall not exceed 15% of the cost of repairs to the failed pump. The Utilities Division may authorize the installation and use of a loaner pump via email or fax to the Vendor prior to the purchase order being issued.

17. Repair Level Chart

Level 1 Repairs		Level 2 Repairs		Level 3 Repairs	
1.	Disassemble and clean pump	1.	Disassemble and clean pump	1.	Disassemble and clean pump
2.	Replace seals	2.	Replace seals	2.	Replace seals
3.	Replace bearings	3.	Replace bearings	3.	Replace bearings
4.	Replace O-rings	4.	Replace O-rings	4.	Replace O-rings
5.	Megger the windings	5.	Megger the windings	5.	Rewind motor
6.	Megger the cord	6.	Re-varnish and bake	6.	Re-varnish and bake
7.	Check thermal overloads	7.	Perform a core loss test	7.	Perform a core loss test
8.	Inspect the impeller	8.	Inspect and balance rotor	8.	Inspect and balance rotor
9.	Inspect the wear ring	9.	Megger the cord	9.	Replace cords
10.	Refill with oil	10.	Check thermal overloads	10.	Replace cord grommets
11.	Reassemble	11.	Replace wear ring	11.	Replace moisture sensor
12.	Paint pump	12.	Replace impeller	12.	Replace wear ring
13.	Furnish all parts and labor	13.	Refill with oil	13.	Replace impeller
		14.	Reassemble	14.	Reassemble
		15.	Paint pump	15.	Check thermal overloads
		16.	Furnish all parts and labor	16.	Paint pump
				17.	Furnish all parts and labor

**Note:** When replacing the impeller in a Level 2/Level 3 repair, include the cost of the impeller and the cost to trim it to size.

**Note:** All parts provided by Vendor must be factory OEM parts

18. The County currently utilizes the following pumps: Hydromatic, Barnes, Flygt, Myers, Warren, Davis Emu, Ebara, and ABS

# PROJECT QUOTES AND WORK ORDERS

1. Project Quotes and Work Orders for Scheduled Installation and/or Maintenance
  - a. The County will request a written quote from the vendor for each project. The quote will be based on the Vendor and the County's assessment of necessary repairs. The vendor's quote will be based on hourly prices submitted in the bid and material cost plus 10% markup, and will be provided within (3) three days of pick-up of the pump and no later than close of business of the third day (5:00p.m.). If the County agrees with the quote, a purchase order will be issued to the vendor. The vendor will then commence work and proceed in accordance with the approved schedule. Payment for each project will be based on actual quantities used and hourly prices from the bid, as approved by the County.
  - b. The approved quote amount on any individual work order shall be the maximum compensation payable to the vendor for that work order. The work order price may only be changed for altered quantities authorized by the County. If the vendor desires to make a claim for a change in quantity or schedule of an authorized work order, any such claim shall be submitted to the County project manager in writing within three (3) working days of the occurrence of the event giving rise to the claim.
2. Additional machining needed must be shown as a separate line item on project quote.
3. If the cost of repairs exceeds 65% of the cost of a new pump, the cost of a new pump shall be included with the project quote. The Utilities Division will then determine if it is in the best interest of the County to purchase a new pump or approve the repairs needed.
4. If the County decides to purchase a new pump, the old pump will be returned to the County for salvaging of useable parts.

# BID SHEET

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
1.	Regular time rate in shop repair	\$ _____/hour
2.	Regular time rate field service repair	\$ _____/hour
3.	Over time rate in shop repair	\$ _____/hour
4.	Over time rate field service repair	\$ _____/hour
<b>Grand Total (Basis of Award)</b>		<b>\$ _____</b>

## 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 tenders final payment to the bidder.

\_\_\_\_\_  
VENDOR NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE (MANUAL)

\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
NAME (TYPED OR PRINTED)

\_\_\_\_\_  
CITY, STATE AND ZIP CODE

\_\_\_\_\_  
TITLE (TYPED OR PRINTED)

\_\_\_\_\_  
(AREA CODE) TELEPHONE NUMBER

\_\_\_\_\_  
TOLL FREE NUMBER

\_\_\_\_\_  
(AREA CODE) FAX NUMBER

\_\_\_\_\_  
E-MAIL ADDRESS

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

A Polk County Purchasing Card will be accepted as method of payment. [ ] YES [ ] NO

**NOTE: If Bidder checks “yes” above, Bidder agrees that the County will use a County issued Visa card for the payment of any and all invoices submitted as a result of the performance of this bid.**

**DRUG-FREE WORKPLACE FORM  
(SUBMITTAL PAGE)**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies

that \_\_\_\_\_ does:  
(Name of Business)

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.

\_\_\_\_\_  
Bidder's 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: \_\_\_\_\_

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
(Title)

My Commission Expires: \_\_\_\_\_

## 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 VIII" 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 the work as described in Bid 10-029-MAR, Submersible Pump Repair Services, for Automobile and General Liability policies of insurance. A 30-day prior written notice of cancellation and a 10-day prior written notice of non-payment are required and must be stated on the insurance form. The certificate holder must be Polk County, a political subdivision of the State of Florida, 2470 Clower Lane, Bartow, Florida 33830. Workers' Compensation Insurance is required to provide 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: \$1,000,000, Broad Form CG&L \$1,000,000. 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 worker's compensation policies shall contain a waiver of subrogation in favor of Polk County. An original certificate of insurance must be on file in the Purchasing Division before a purchase order will be issued. Any questions regarding insurance requirements may be directed to Michele Rawlins, Contract Specialist, Polk County Purchasing Division, at (863) 534-5610.

## **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 Bid #10-029-MAR

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 (Workers Compensation, General and Automobile policies)
- Polk County will be named as an additional insured for general and automobile liability
- The certificate will contain a 30-day written notice of cancellation and a 10-day written notice of non-payment
- The General Liability and Worker’s Compensation policies will contain waiver of subrogation in favor of Polk County

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Company Name

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Bidder (signature)



# CHECKLIST

(Submit as coversheet for bid)

- Copy of Occupational License \_\_\_\_\_
- Three Letters of Reference for Company \_\_\_\_\_
- Resume of Supervisor \_\_\_\_\_
- Two Letters of Reference for Supervisor \_\_\_\_\_
- Detailed List of Vendors Equipment \_\_\_\_\_
- Signature Acknowledgement \_\_\_\_\_
- Drug-Free Work Place Form \_\_\_\_\_
- Non-collusion Affidavit of Prime Bidder \_\_\_\_\_
- Insurance Submittal Page \_\_\_\_\_
- Vendor Application \_\_\_\_\_
- Bid Sheets \_\_\_\_\_

**AFFIDAVIT CERTIFICATION  
IMMIGRATION LAWS**

SOLICITATION NO.: 10-029-MAR PROJECT NAME: Submersible Pump Repair Services

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 BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

BIDDER ATTESTS 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 signed and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who has produced \_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_ as identification.  
(Type of Identification and Number)

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

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

\_\_\_\_\_  
Notary Commission Number/Expiration