

# BID REGISTRATION

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

Bid Number and Title: 17-084, Plumbing Supplies

Description: Supply and deliver plumbing supplies to the Polk County Utilities warehouse.

Receiving Period: Wednesday, November 30, 2016, prior to 2:00 p.m.

Bid Opening: Wednesday, November 30, 2016, 2:00 p.m.

Special Conditions: This is an annual bid therefore, there is no established budget. The services contained within this bid are utilized on an as-needed basis. Prior bid information is available on our website: <http://www.polk-county.net/boccsite/departments/budget-and-procurement/bids/multi-year-bids/>

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

**BIDDER REGISTRATION  
FAX THIS FORM BACK IMMEDIATELY  
FAX: (863) 534-6789**

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

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

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

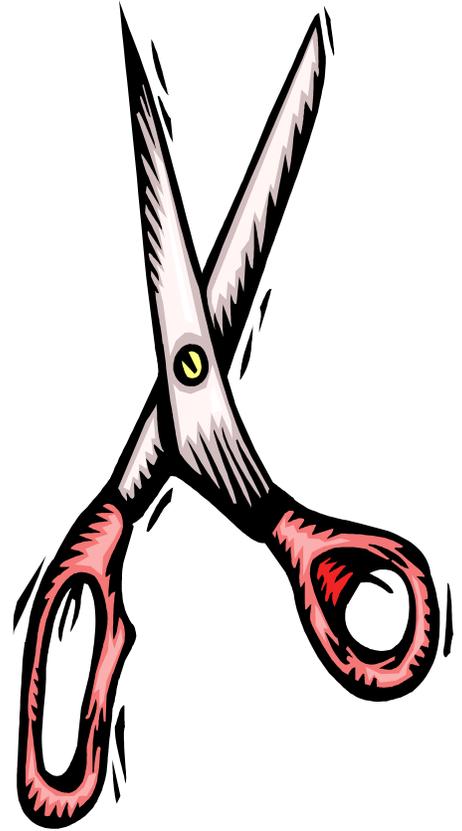
Mailing Address: \_\_\_\_\_

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.

<b>SEALED BID • DO NOT OPEN</b>	
SEALED BID NO.:	<u>17-084</u>
BID TITLE:	<u>Plumbing Supplies</u>
DUE DATE/TIME:	<u>Wednesday, November 30, 2016 prior to 2:00 p.m.</u>
SUBMITTED BY:	_____
	(Name of Company)
DELIVER TO:	PROCUREMENT DIVISION 330 West Church Street, Room 150 Bartow, Florida 33830



**POLK COUNTY**

**Procurement Division  
Fran McAskill  
Procurement Director**

**Bid #17-084  
Plumbing Supplies**

Polk County, a political subdivision of the State of Florida, requests the submittal of bids from vendors that are interested in providing plumbing supplies to the Polk County Utilities warehouse as described herein. Sealed bids will be received in the Procurement Division, **prior to 2:00 p.m., November 30.** Bids will be opened at 2:00 p.m., November 30.

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 **Terry Marvin, Procurement Specialist, via E-mail [terrymarvin@polk-county.net](mailto:terrymarvin@polk-county.net) or fax (863) 534-6789** by 4:00 p.m. on November 21, 2016.

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

**Procurement Division  
330 West Church Street, Room 150  
Bartow, Florida 33830  
(863) 534-6757**

**STATEMENT OF NO BID**

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

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

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

4. **COUNTY AS GATEKEEPER OF DOCUMENTS:** This document is issued by Polk County and as such shall be the sole distributor of all addendums and/or changes to these documents. It is the responsibility of the bidder to determine issuance of documents directly with the Procurement Division. The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the bidder should not rely on such sources for information regarding the solicitation.
5. **TAXES:** Bidders are responsible for the payment of any applicable taxes that are connected to the purchase of any materials or subcontractors used in the execution of 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.** The vendor shall include the bid number and/or the purchase order number on all invoices. The vendor's Project Manager or any authorized officer shall, by affidavit, attest to the correctness and accuracy of all charges. Invoices will be processed for payment when approved by the appropriate Division's Project Manager or designee.
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 Procurement Director or their representative. No other person shall be authorized to make changes verbally or in writing. If an addendum is issued, the addendum sheet should be signed and submitted with your bid submittal.
12. **LIABILITY:** The vendor shall hold and save the County, its officers, agents and employees harmless from liability of any kind in the performance of this bid and against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.
13. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented or non-patented invention, process, or article manufactured 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. **CONE OF SILENCE:** Bidders and any prospective bidders shall not contact, communicate with or discuss any matter relating in any way to this Bid with any member of the Polk County Board of County Commissioners or any employee of Polk County other than the County Procurement Director or the individual designated in the Procurement Division. This prohibition begins with the issuance of the Bid and ends upon award or execution of the final contract. Any such communication initiated by a bidder or prospective bidder shall be grounds for disqualifying the offender from consideration for an award pursuant to this bid and for bids or contracts to be awarded pursuant to RFPs, or Requests for Bid that the County may issue in the future.
15. **BID PROTEST:** Any bidder desiring to file a bid protest, with respect to a recommended award of any bid, shall do so by filing a written protest. The written protest must be in the possession of the Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All bidders who bid will be sent a Notice of Recommended Award, unless only one bid was received.

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

**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.**

16. **INDEMNIFICATION:** Vendor, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County), protect and hold the County, and its officers, employees and agents, harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Vendor to comply with applicable laws, rules or regulations, (ii) the breach by Vendor of its obligations under any Agreement with the County entered into pursuant to this solicitation, (iii) any claim for trademark, patent, or copyright infringement arising out of the scope of Vendor's performance or nonperformance of the Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Vendor, its professional associates, subcontractors, agents, and employees; provided, however, that Vendor shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.
17. **PUBLIC ENTITY:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform

work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. When submitting this bid, the bidder hereby certifies that they have complied with said statute.

18. **PREFERENCE FOR DRUG FREE WORKPLACE:** Whenever two or more bids, which are equal with respect to price, quality and service, are received, preference shall be given to a bid received from a business that certifies that it has implemented a drug free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive preference, a signed certification of compliance must be submitted with the bid response.
19. **SEALED BIDS:** All bid submittals must be completed and submitted in a sealed parcel. **(DO NOT INCLUDE MORE THAN ONE BID SUBMITTAL PER ENVELOPE. BID SUBMITTAL SHALL INCLUDE ONE (1) ORIGINAL COPY.)** The **Original** bid submittal(s) shall be submitted on the forms provided by Polk County. All bids are subject to the conditions herein; failure to comply will subject bid to rejection.
20. **PRICES, TERMS AND PAYMENT:** Firm prices shall be bid and include all packing, handling, shipping charges and delivery to any point within Polk County. Discount time will be computed from the date of satisfactory delivery at place of acceptance. Prices bid shall be firm for forty-five (45) days.
21. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act (OSHA) and carry evidence of Underwriters Laboratories' Listings (UL).
21. **PACKAGING:** All containers shall be suitable for storage or shipment, and all prices should include standard commercial packaging.
22. **MEETS SPECIFICATIONS:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid) unless otherwise specified in the specifications. The bidder represents that all equipment offered under this specification shall meet or exceed the minimum requirements specified. Bidder shall strictly adhere to delivery specifications.
23. **SILENCE OF SPECIFICATIONS:** The apparent silence of this specification and any supplemental specifications to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of these specifications shall be made upon the basis of this statement.
24. **GOVERNMENTAL RESTRICTIONS:** In the event that any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this bid/proposal prior to delivery, it shall be the responsibility of the supplier to notify the Procurement Division at once. Their letter shall

indicate the specific regulation, which required an alteration. The County reserves the right to accept any such alteration, including any price adjustments, or to cancel the contract at no expense to the County.

25. **TOXIC SUBSTANCES:** Notice of successful vendor(s) to provide to Polk County toxic substances (As listed in Chapter 442, Appendix "G" of the FS) if applicable.
  - a. Chapter 442 of the FS states that manufacturers, importers or distributors of any toxic substance shall prepare and provide each direct purchaser of such toxic substance with Material Safety Data Sheet(s), herein referred to as MSDS, which to the best of the manufacturer's, importer's or distributor's knowledge, is current, accurate and complete based on information then reasonably available to the manufacturer, importer or distributor. Upon notification of a new or revised MSDS the manufacturer, importer or distributor, on a timely basis not to exceed three (3) months after notification, shall provide the County with the revised information as it becomes available to the manufacturer, importer or distributor.
  - b. Failure to provide the MSDS, when applicable, shall be cause for rejection of bid.
26. **INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at the designated facility unless otherwise indicated. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the County, unless loss or damage results from negligence by the County.
27. **SAMPLES:** Samples of items, when called for, must be furnished free of expense and may, upon request, be returned at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid number and item reference. Samples of successful bidder's items may remain on file with Procurement for the term of the contract. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received within ninety (90) days after bid opening date. If instructions are not received within this time, the Procurement Division shall dispose of the samples.
28. **CODE OF ETHICS:** If any bidder violates or is a party to a violation of the code of ethics of Polk County or the State of Florida, with respect to this bid, such bidder may be disqualified from performing the work described in this bid or from furnishing the goods or services for which the bid is submitted and shall be further disqualified from bidding on any future bids for work, goods, or services for the County.

## **GENERAL INFORMATION**

1. **DEFINITIONS:** The term "County" means the Polk County 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, Florida, at which employees are located and business activity is managed and controlled on a day to day basis. Additionally, the business must have been located within the boundaries of Polk County for a minimum of 12 months prior to the date the applicable solicitation is issued. This requirement may be evidenced through a recorded deed, an executed lease

agreement, or other form of written documentation acceptable to the County. The County shall have the right, but not the obligation, to verify the foregoing requirements. If a contract is being funded in whole or in part by assistance of any federal, state or local agency which disallows local preference, the County will adhere to those requirements by not applying this section.

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

4. **VENDOR PREFERENCE:** It is the policy of the Board of County Commissioners to afford vendor preference to woman or minority owned entities in the award of bids. Preference shall be administered in accordance with the following:  
When sealed bids are received that do not exceed \$3,000,000.00, and the lowest price is offered by a non-woman or minority owned entity located outside of Polk County, and a price is offered by a woman or minority owned entity that is within 2% of the lowest price offered, then the woman or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the woman or minority owned entity will be awarded the bid if the woman or minority owned entity is otherwise fully qualified and meets all County requirements.

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

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

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

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

This policy in no way supersedes the Local Preference Policy.

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

**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.

6. **ASSIGNMENT:** Any purchase order issued pursuant to this bid and the monies which may become due herein are not assignable except with the prior written approval of the Procurement Director.
7. **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.
8. **FACILITIES:** The County reserves the right to inspect the bidder's facilities at any time, with prior notice.
9. **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.
10. **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.
11. **ADDITIONS/REVISIONS/DELETIONS:** Additions, revisions or deletions to the general conditions, specifications or bid price sheets that change the intent of the bid will cause the bid to be non-responsive and the bid will not be considered. The Procurement Director shall be the sole judge as to whether or not any addition, revision or deletion changes the intent of the bid.
12. **TERMINATION/SUSPENSION:** The County may terminate this Bid at any time, in whole or in part, either for the County's convenience or because of the Bidder's material default of its Bid obligations, by delivering a written notice of termination to the Bidder. Upon receipt of such notice, the Bidder shall:
  - Immediately discontinue all work unless the County's notice directs otherwise, and
  - Deliver to the County any and all data, reports, summaries, and all other information and materials of any type or nature whatsoever, whether completed or in process, the Bidder may have accumulated or generated in the course of performing the work of the Bid.

If at any time the User Division determines that the Bidder is in material default of its Bid obligations, then the User Division shall complete and deliver a Vendor Complaint Form to the Bidder that specifically states the basis for the Bidder's default. Within ten (10) days after its receipt of the Vendor Complaint Form, the Bidder shall correct all events of default. If, however, the Bidder's material default is such that it cannot be reasonably cured within the ten (10) day time period, then the County will not terminate the Bid for

such default if the Bidder commences the necessary curative actions within ten (10) days after its receipt of the Vendor Complaint Form and thereafter diligently pursues the cure to completion.

If the Bidder's default continues beyond the allotted cure period, the Procurement Director: (i) may terminate the Bid, and (ii) may also suspend the Bidder in accordance with the Suspension and Debarment Section of the County Procurement Procedures Manual.

13. **CANCELLATION:** All annual bid obligations shall prevail for at least one hundred eighty (180) days after effective date of the bid, unless bid conditions are breached as specified herein. After that period, for the protection of both parties, either party may cancel this bid in whole or part by giving thirty (30) days prior notice in writing to the other party. The County reserves the right to cancel any bid after reasonable written notice to the successful bidder should the service not be in the best interest of the County. Should the service rendered for any bid cause or threaten endangerment to public safety or welfare, the Procurement Director may cancel the bid immediately.
14. **PRICE ADJUSTMENTS:** Any price decrease executed during the contract period, either by reason of market change or on the part of the contractor to other customers, shall be passed on to the County.
15. **MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS:** Any manufacturer's names, trade names or brand names are for information only and are not intended to limit competition. The bidder may offer any brand for which they are an authorized representative that meets or exceeds the specification for any item(s). If bids/proposals are based on equivalent products, indication should be made on the bid/proposal form of the manufacturer's name and number. Bidders shall submit with their bid/proposal, cuts, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specification(s) and not be considered an exception thereto. Bids/proposals, which do not comply with these requirements, are subject to rejection. Bids/proposals lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Procurement Division shall be notified of any proposed changes in the following:
  - a. materials used;
  - b. manufacturing process; and
  - c. construction.

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

16. **PLANS AND SPECIFICATIONS:** The specifications and other bid documents upon which the prices in the vendor's bid proposal are based on, are hereby made a part of the purchase order by reference hereto.
17. **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.

18. **PRICE INCREASES:** The Procurement Director Reserves the right to increase/decrease prices after the bid has been in place for a minimum of 12-months, when it is in the best interest of the County. Increases/decreases will be determined by the appropriate price index.
19. **UNCONTROLLABLE FORCES (FORCE MAJEURE):** When events occur that are not of the Contractor or County's doing, neither the Contractor nor the County will be deemed in default should the events meet the definition of "Uncontrollable Forces", also known as "Force Majeure". The term "Uncontrollable Forces" or "Force Majeure" shall mean any event which results in the prevention or delay of performance by a party of its obligations and which is beyond the reasonable control of the non-performing party. The events include, but are not limited to, fire, flood, earthquakes, storms, hurricanes, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied the event prior to its occurrence.

The non-performing party shall, within five (5) calendar days after being prevented or delayed from performance by an uncontrollable force, deliver written notice to the other party particularly describing the circumstance that prevented its continued performance of the obligations of the work and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay.

20. In the event of default by the successful Bidder, the County reserves the right to utilize the next lowest Bidder as the new Awardee when the default occurs within the first term of the bid. Should this occur, the next lowest Bidder will be required to provide the bid items at the prices as noted on their bid submittal.
21. **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 <http://www.dhs.gov/how-do-i/verify-employment-eligibility-e-verify> 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**.

22. The County shall request the services on an as-needed basis. There is no guarantee that any or all of the services described in this quote will be assigned during the term of this quote. Further, the successful vendor is providing these services on a nonexclusive basis. The County, at its option, may elect to have any of the services set forth herein performed by other vendors or County staff
23. **ATTORNEY'S FEES AND COSTS:** Each party shall be responsible for its own legal and attorney's fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorney's fees, costs and expenses incurred for any appellate or bankruptcy proceedings.
24. **Public Records Law.**

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

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

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

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

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

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

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

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

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

# ATTENTION BIDDERS

The Successful Bidder must register in our new Vendor Database if you have not already done so prior to award of this bid. A purchase order cannot be issued to a vendor until they have registered.

You may register by going to the following link:

<http://www.polk-county.net/boccsite/Doing-Business/Vendor-Registration/>

Registered vendors will receive a User ID and Password to access their company information. All registered vendors must provide their owner gender, owner ethnicity, corporate status, and a minimum of one (1) commodity code to be considered registered. It is the responsibility of all vendors to update their vendor information.

Only registered vendors will receive notifications of future solicitations.

## SPECIAL CONDITIONS

1. Award of the bid will be based on the overall responsive, and responsible low bid meeting specifications. All bid items (Sections 1-12) are part of the basis of award and should be bid at a fair and reasonable price; failure to do so may cause the bid to be deemed non-responsive. Bidders must bid on all items for the bid to be considered responsive. The Procurement Director reserves the right to reject any or all bids and/or waive any minor irregularities in the bids received, whichever would be in the best interest of the County.
2. The period of performance for this bid is from date of award through December 31, 2017. The bid will automatically renew for two (2) one (1) year periods, unless otherwise terminated in accordance with General Information Items # 12 and #13.
3. 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 # 18.
4. The quantities listed on the bid sheet are estimated based on prior year usage and forecast for new product. No guarantee of purchase is made. Estimated annual usage listed is for bid purposes only.
5. All prices bid shall be net firm, F.O.B. destination freight included to Polk County Utilities Warehouse, 3000 Sheffield Road, Winter Haven, Florida 33880.
6. All unit prices are to be bid as shown on the bid sheets under the Unit Price column, no exceptions.
7. Deliveries shall be made within five (5) business days. If the delivery date will exceed five (5) business days, the Polk County Utilities Warehouse must be notified of the delay by e-mail with an estimated delivery date within 24 hours from the order date.
8. All brass material must be in compliance with Public Law 111-380, enacted January 4, 2011. No lead is permitted in these materials.
9. All components shall be new and not used or refurbished.
10. Any items delivered under this bid that do not to comply with the specifications per the Bid Sheet must be picked up and replaced with the item that meets the specifications, at no additional cost to the County within 5 business days.
11. 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 <http://www.polk-county.net/boccsite/doing-business/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.

12. Bidders are advised that in the interests of waste reduction and maximizing the potential for recycling, they are asked to abide by the following in preparing their bids:
  - Return only the required bid submittal pages
  - Avoid comb, velo binding, and plastic binders
  - Avoid plastic dividers and/or plastic tabs
  - Print and/or copy double-sided to the extent feasible
  - Use at least 30% post-consumer recycled content paper to the extent practicable
  
13. Bidders must possess a Polk County Local Business Tax Receipt (f/k/a Business License) in order to do business with the County. A copy of such license must be provided to the Procurement Division before award is made to the successful bidders.

## BID SHEET

The Bid Sheets for this bid are available on the web at <http://www.polk-county.net/boccsite/doing-business/bids/>. All Bid Sheets are in Excel format and are to be submitted on a CD with your Bid Package along with the hard copy. The CD must be labeled with the company name and Bid number.

Deviation from the Bid Sheets is strictly prohibited and will not be accepted. The Bid Sheets are locked and you need only enter the unit cost and the brand in the same column. The Bid Sheet will automatically calculate the extension, therefore you must enter the Unit Cost per the Unit Packaging as requested on the Bid Sheets.

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VENDOR NAME

**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

THE FOLLOWING SECTION SHOULD BE COMPLETED BY ALL BIDDERS:  
(SUBMITTAL PAGE)

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

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

**NOTE:** COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER. CURRENT W9 SHOULD BE SUBMITTED WITH BID.

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

\_\_\_\_\_  
(Street No or PO Box Number) (Street Name) (City)

\_\_\_\_\_  
(County) (State) (Zip Code)

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

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

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

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

Type of Organization:

\_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ Non-Profit \_\_\_\_\_ Sub-Chapter

\_\_\_\_\_ Joint Venture \_\_\_\_\_ Corporation \_\_\_\_\_ LLC \_\_\_\_\_ LLP

\_\_\_\_\_ Publicly Traded \_\_\_\_\_ Employee Owned

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

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

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

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies

that \_\_\_\_\_ 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: \_\_\_\_\_

**AFFIDAVIT CERTIFICATION  
IMMIGRATION LAWS**

SOLICITATION NO.: 17-084

PROJECT NAME: Plumbing Supplies

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY VENDOR 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 VENDOR 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