



**City of Lake Worth**  
FINANCE DEPARTMENT

**INVITATION FOR BID**

**IFB # 15-108**

**REPLACEMENT OF TWO VARIABLE FREQUENCY DRIVES  
AT THE MASTER PUMP STATION**



*Where the Tropics Begin*



**FINANCE OFFICE**  
7 North Dixie Highway  
Lake Worth, FL 33360  
TEL: 561-586-1651

## **REPLACEMENT OF TWO VARIABLE FREQUENCY DRIVES AT THE MASTER PUMP STATION**

### **Bid Submission Deadline**

**Day/ Date:** **June 18, 2015**  
Time: 2:00PM  
Location: Finance Office  
7 North Dixie Highway – 2<sup>nd</sup> Floor  
Lake Worth, FL 33460

### **Mandatory Site Visit**

**Day/ Date:** **May 20, 2015**  
Time: 10:00 AM  
Location: 202 South Golfview Road  
Lake Worth, FL

# REPLACEMENT OF TWO VARIABLE FREQUENCY DRIVES AT THE MASTER PUMP STATION

## IFB 15-108

### TENTATIVE BID SCHEDULE

Listed below are the tentative dates and times of the project and schedule by which the actions noted must be completed. If the City finds it necessary to change any of these dates and/or times, the change will be accomplished by addenda. All dates and times are subject to change at the City's discretion.

#### ACTION

#### COMPLETION DATE

**Mandatory Site Visit**

**May 20, 2015 @ 10:00 AM**

Final Question Due

May 27, 2015 @ 2:00 PM

Issue Addendum (if necessary)

June 3, 2015 by 2:00 PM

**Proposals Due**

**June 18, 2015 at 2:00 PM**

#### SEPARATE ATTACHMENTS:

1. As-Built MPS Replacement - CC Controls
2. MPS Replacement - IC Drawings



**FINANCE OFFICE**  
7 North Dixie Highway  
Lake Worth, FL 33360  
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**INVITATION FOR BID**  
**IFB # 15-108**

## **REPLACEMENT OF TWO VARIABLE FREQUENCY DRIVES AT THE MASTER PUMP STATION**

The City of Lake Worth is accepting bids from experienced and qualified vendors to provide all labor, materials and equipment necessary to supply and install two Variable Frequency Drives (VFD) in order to replace VFD's numbers 101 and 102 at the City of Lake Worth Master Pump Station located at 202 South Golfview Road, in the City of Lake Worth, FL.

**Mandatory Site Visit: [Wednesday, May 20, 2015 at 10:00 AM 202 South Golfview Road, Lake Worth](#)**

**Bid documents may be downloaded at the City's website at: [www.LakeWorth.org](http://www.LakeWorth.org).** Hard copies of bid documents may also be acquired from the Finance Office at 7 North Dixie Highway, Lake Worth, FL 33460.

Time is of the essence. Any bid received after **2:00 PM on Thursday, June 18, 2015**, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock located in the Finance Office. Bids shall be placed in a sealed envelope, marked in the lower left-hand corner with the bid number, title, date, and hour bids are scheduled to be received. Bidders are responsible for insuring that their bid is stamped by office personnel by the deadline indicated.

All bids must be delivered or mailed to:

City of Lake Worth, Finance Office – 2<sup>nd</sup> Floor  
7 North Dixie Hwy.  
Lake Worth, FL 33460

**ENVELOPES CONTAINING BIDS MUST BE IDENTIFIED AS BID # 15-108.** Small Business participation is strongly encouraged. Bids shall be accompanied by a certified check, cashier's check, or Bid Bond in an amount not less than 5% of bid.

  
\_\_\_\_\_  
Hirut Darge, Purchasing Agent

PUBLISH: West Palm Beach Post  
May 3, 2015

## **SECTION 1 – SCOPE OF WORK**

### **REPLACEMENT OF TWO VARIABLE FREQUENCY DRIVES AT THE MASTER PUMP STATION**

The City of Lake Worth completed construction of the Master Pump Station in 2007. There are currently four 400hp EMU submersible pumps in the Master Pump Station that transfer flows through a 36" forcemain to the County portion of the regional system. Three of these pumps are driven by VFD's: numbers 101, 102 and 103.

Originally, all three VFD's were Allen Bradley model 1336 PLUS II. In 2013, the City of Lake Worth contracted the replacement of VFD number 103, since an electrical storm had rendered it inoperable. The new drive is an Eaton SPX9000 18 pulse VFD, 480 V, 520 A with a NEMA 1 enclosure.

This project shall include the supply and installation of two Variable Frequency Drives (VFDs) in order to replace VFD numbers 101 and 102, with the same updated drive that was installed for pump number 103, or approved equal, to be submitted with the bid document for review and consideration.

There will be an allowable ten (10) week lead time for the equipment delivery upon issuance of the Purchase Order (official ordering mechanism). The project will be required to be completed within thirty days of delivery. Please insure that your company has stated the number of calendar days you are proposing to have this project completed as part of your sealed bid. Bad weather days and inclement condition days will be the determination of the Project Manager as it pertains to the number of allowable days and the enforcement of liquidated damages (see paragraph 8 of the Instructions to Bidders).

### **ELEMENTS OF THE SCOPE OF WORK**

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Furnish Variable Frequency Drive as specified herein. All VFD control panels shall be housed inside a NEMA type 1 enclosure for indoor use.

- A. The VFD shall have a full load amp rating which exceeds or meets 520Amps. The VFD shall be able to provide full rated output current continuously.
- B. The VFD shall meet or exceed the harmonic requirements stated in IEEE 519 at the input terminals.
- C. All circuit boards shall be coated to protect against corrosion.
- D. The VFD shall provide a display with selectable readout of parameters, such as: Speed, Torque, Motor Shaft Power, Electrical Power, Current, Output Voltage, Frequency, Runtime, and Energy Consumed.
- E. The VFD shall include the capability for copying of settings from the existing VFD 103 in the Master Pump Station via a removable keypad.
- F. Installation requirements:
  - a. Isolate and lockout all power supplies from Supply Breaker to pump motor and control circuits.
  - b. Remove as necessary any existing motor control equipment.
  - c. Mechanically install VFD, electrically connect to power feed and pump motor.
- G. System Programming
  - a. Visually inspect all installed wiring, check for adherence to schematics.
  - b. Check electrical integrity of all terminations.
  - c. Remove power supply lockout and reconnect electrical supplies.
  - d. Provide client an overview of the work performed and operation of the system.
  - e. Secure all panel doors and lock as appropriate.
  - f. Monitor startup by the city and make any adjustments necessary for smooth operation.

### **END OF SECTION 1 – SCOPE OF WORK**

## **SECTION 2 – SPECIAL TERMS**

1. **SITE VISIT:** Mandatory site visit **Wednesday, May 20, 2015 at 10:00 AM at 202 South Golfview Road, Lake Worth**
  
  2. **TIME OF COMPLETION AND LIQUIDATED DAMAGES.** The work to be performed under this project shall commence on the date of Notice to Proceed. The work shall be substantially completed within the required time as agreed with the City.
  
  3. **INSURANCE:** Prior to execution of the resulting contract derived from this IFB, the awarded bidder shall obtain and maintain in force at all times during the term of the resulting contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the selected bidder has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Compliance with the foregoing requirements shall not relieve the selected bidder of its liability and obligations under the resulting contract.
    - A. The selected bidder shall maintain, during the life of the contract, commercial general liability, including public and contractual liability insurance in the amount of \$1,000,000.00 per occurrence (\$2,000,000.00 aggregate) to protect the bidder from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the contract, whether such operations be by the bidder or by anyone directly or indirectly employed by or contracting with the bidder.
  
    - B. The selected bidder shall maintain general automobile liability insurance for owned and hired vehicles (optional / per case basis) of at least \$1,000,000 combined single limit.
  
    - C. The selected bidder shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.
- All insurance, other than Workers' Compensation, to be maintained by the selected bidder shall specifically include the CITY as an "Additional Insured".
4. **LICENSES:** Proposers shall provide proof of required licenses for the firm and scope of services to be performed. This shall include:
    - Proof of all applicable licenses for services to be rendered (including registration with State of Florida Division of Corporations if applicable);
    - Statement or proof of required insurance; and,
    - Proof of Proposer's Business Tax Receipt (as applicable).
  
  5. **CONSTRUCTION BOND:** Payment and Performance Bonds required are included in this bid package.

## **END OF SECTION 2 – SPECIAL TERMS**

### **SECTION 3- MINIMUM QUALIFICATIONS**

Contractors must meet the following requirements in order to be considered for award. **Contractors not meeting the minimum requirements will be disqualified. All decisions of the City are final.**

- A. The proposer shall have a minimum of five (5) years' experience in supplying, installing and providing all applicable startup for Variable Frequency Drives for large scale pumps.
- B. Proposer must have completed similar services for VFD supply and installation within the past five (5) years.
- C. Proposer can demonstrate that it has sufficient personnel, and financial resources to handle the proposed project workload in a timely and cost effective manner.
- D. Key project personnel have the appropriate licenses, registrations and certifications.
- E. Qualification Statement must be signed by an officer authorized to bind the firm
- F. Proposals must be received in the Procurement Division on or before the due date and time.
- G. Failure to meet this requirement will be cause for disqualification.

**END OF SECTION 3 - MINIMUM QUALIFICATIONS**

## SECTION 4 - INSTRUCTIONS TO BIDDERS

*To ensure acceptance of your bid, Bidders must comply with the following instructions:*

1. HOW TO SUBMIT A BID:

a. **The one (1) original and four (4) copies** of your bid must be submitted in a sealed envelope, marked on the outside lower left-hand corner of the envelope with the Bid number, title, and date and hour bids are scheduled to be received. Sealed bids shall be mailed or hand-delivered to:

**City of Lake Worth – Finance Office – 2<sup>nd</sup> Floor  
7 North Dixie Highway  
Lake Worth, FL 33460**

b. Time is of the essence and any bid received after the closing date and time indicated on the cover of this IFB, whether by mail or otherwise, will be returned unopened and will not be considered. The time of receipt shall be determined by the time clock located in the Finance Office. Bidders are responsible for insuring that their bid is stamped by City personnel by the deadline indicated. The City shall in no way be responsible for delays caused by any occurrence.

c. Bids submitted by telephone, telegram facsimile or email shall not be accepted.

d. Submission of a Bid implies a full understanding of this IFB. Any misunderstanding as to such terms by the Bidder will not relieve the Bidder from performance.

e. This IFB consists of this document along with all plans, drawings and/or technical specifications incorporated or attached to this IFB, all of which are incorporated herein by this reference.

2. THE BID PACKAGE. Each bid submitted in response to this IFB shall contain the following documents:

- B1 Bid Package Cover Sheet
- B2 Bid
- B3 Schedule of bid items
- B4 Schedule of Subcontractors
- B5 Vendor Verification
- B6 List of References
- B7 Affidavit of Prime Bidder Re Non-Collusions
- B8 Drug Free Certification

**AVOID BID REJECTION:** Bids may be rejected for noncompliance to requirements after review by the Procurement Office. All bids must be submitted on the provided Bid forms and **signed in ink by an officer authorized to bind the Bidder where applicable.**

3. COMPLETION OF BID SUBMISSION PACKAGE.

a. It is the responsibility of the bidder to insure that all pages are included. All Bidders are advised to closely examine this IFB.

b. **All bids must be submitted on the provided Bid forms.** Bids submitted on Bidder's letterhead or quotation forms will not be accepted.

c. Bid forms must be neatly written in ink or typed, and must be signed in ink by an officer or employee having authority to bind the bidder (where a signature is required). **Failure to submit a duly signed bid shall be cause for rejection of the bid.**

4. ERRORS/ERASURES/CORRECTIONS

a. **Bids having erasures or corrections must be initialed in ink by the Bidder.** If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it and initial the correction. Any illegible entries, pencil bids or corrections not initialed may not be accepted.

b. In the event of mathematical extension error(s), the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of addition errors, the extended line item will prevail and the bidder's total will be corrected accordingly.

c. Bidders shall not be allowed to modify their bids after the bid opening time and date. Bid files may be examined during normal working hours, after bid opening, by appointment only.

d. Bidder represents that it has taken all necessary steps to ascertain the nature and location of the work and that it has investigated and satisfied itself as to the general and local conditions which can affect the performance of the work, including: (i) conditions relating to access, egress, transportation, debris disposal, parking and storage of materials; (ii) availability of labor; and (iii) physical conditions at the site. Any failure by Bidder to take these steps will not relieve the Bidder from the responsibility for estimating properly the difficulty and cost of successfully performing the work without additional expense to Owner.

5. BID PRICES. All prices shall remain valid for ninety (90) days after the date of bid closing or other time stated in the Special Terms. Prices must be stated in the units specified on the Bid form. Bidders may offer a cash discount for prompt payment; however, such discounts should not be considered in the unit price bid unless otherwise specified in special conditions.

6. SUBSTITUTIONS. If Bidder wishes to offer a substitution for a specified item of materials or equipment, the proposed substitution must be listed on the Substitution Sheet. In each case, the difference in price between the base bid and the price for the proposed substitution shall be specified or if there is no price difference that shall be specifically indicated. The Bid shall reflect the Bidder's price for the item specified in the Schedule of Bid items; not the proposed substitution. The best value bid will be established considering the base Bid, not any proposed substitution.

7. SUBCONTRACTING. If a Bidder intends to subcontract any portion of the work, the Schedule of Subcontractors form must be fully completed and submitted with the bid. The name, address, phone number and extent of work and value of the work to be performed should be included for all sub-contractors. The City reserves the right to reject any bid if the bid names a subcontractor who has previously failed in the proper performance of an award, or failed to deliver on time contracts of a similar nature, or who is not in a position to perform under this award. The City reserves the right to inspect all facilities of any subcontractor in order to make a determination as to the foregoing.

8. BID BONDS OR DEPOSITS. Each bid must be accompanied by a certified check, cashier's check or bid bond in the amount of five percent (5%) of the total bid. Only the following types of bonds or deposits will be accepted:

1. Bid bond signed by a surety company authorized to do business in the State of Florida.
2. Cashier Check of any national or state bank.
3. Certified check drawn on a financial institution acceptable to the City of Lake Worth

All checks and orders must be made payable to the City of Lake Worth. The City reserves the right to hold the bid security until a contract is properly executed. If any bidder presented with a contract fails to execute such contract with the City, the City may be entitled to retain the deposit or enforce the bond. Bid deposits of unsuccessful bidders will be returned after execution of a contract.

9. CERTIFICATION AND LICENSES. Bidder must include with its bid package a copy of all applicable certificates and licenses and a current Business Tax Receipt in the name of the Bidder submitting the Bid from the County in which the Bidder's principal place of business is located. If awarded the contract, any Bidder who is not required to have a Business License from the City will be required to obtain a Certificate of Registration from the City of Lake Worth prior to contract execution.

10. NO LOBBYING – CONE OF SILENCE. In accordance with the Palm Beach County Lobbyist Registration Ordinance and Section 2-112(k) the City's procurement code, the City's procurement cone of silence will be in effect as of the due date for proposals in response to this IFB. A complete copy of the City's procurement code is available on-line at [municode.com](http://municode.com) under the City's code of ordinances (sections 2-111 – 2-117). All Bidders are highly encouraged to review the same. In summary, the cone of silence prohibits communication between certain City officials, employees and agents and any entity or person seeking to be awarded a contract (including their representatives, lobbyists and potential subcontractors). The cone of silence terminates at the time of award, rejection of all response or some other action by the City to end the selection process

11. CONFLICT OF INTEREST AND ETHICS REQUIREMENTS. This IFB is subject to the State of Florida Code of Ethics and the Palm Beach County Code of Ethics. Accordingly, there are prohibitions and limitations on the employment of City officials and employees and contractual relationships providing a benefit to the same. Bidders are highly encouraged to review both the Florida Code of Ethics and the Palm Beach County Code of Ethics in order to insure compliance with the same.

**Further, any Bidder coming before the City Commission for an award of a contract and who has made an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) to any elected official of the City Commission, who is a current sitting member of the Commission, must disclose such election campaign contribution, verbally and in writing, in their responsive proposal to this IFB.**

12. OFFICE OF THE INSPECTOR GENERAL

In accordance with Palm Beach County ordinance number 2011-009, this IFB and resulting Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. Bidder/Proposer should review Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable.

13. PUBLIC ENTITY CRIMES. Pursuant to section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a bid to the City as agent for the ECR Board for 36 months following the date of being placed on the convicted vendor list.

14. INQUIRIES AND ADDENDA. Any and all inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue, must be directed in writing, by US mail, fax or email to:

Hirut Darge, Purchasing Agent  
City of Lake Worth, Finance Office  
7 North Dixie Hwy.  
Lake Worth, FL 33460  
E-mail: [hdarge@lakeworth.org](mailto:hdarge@lakeworth.org)  
(561) 586-1651

Any addenda or other modification to the Bid documents will be issued by the City prior to the date and time of Bid closing, as a written addenda distributed to all prospective bidders who have obtained the bid package directly from the City or its authorized representative. Such written addenda or modification shall be part of the Bid documents and shall be binding upon each Bidder. Each Bidder is required to acknowledge receipt of any and all addenda in writing and submit with their bid. No Bidder may rely upon any oral or verbal modification or interpretation in preparing its bid. No interpretation of this IFB will be made for any bidder, except by written addendum.

15. ACCEPTANCE; REJECTION; CANCELLATION. In accordance with the City's procurement code, this IFB may be cancelled and may or may not be re-bid when determined to be in the best interests of the City. Any or all bids may be accepted or rejected in whole or in part, when determined to be in the best interests of the City. The City also reserves the right to reject the bid of any Bidder who has previously failed in the performance of an award or to deliver contracts of a similar nature on time or who is not in a position to perform properly under this award. The City reserves the right to inspect all facilities of bidders. Any bid received without an authorized signature or past the submittal deadline will be rejected.

Any withdrawal or cancellation of this Invitation for Bid, either before or after selection of a bidder, shall be without liability or obligation on the part of the City or its employees. Any action, selection or failure to select a successful bidder to this Invitation for Bid shall be without any liability or obligation of the part of the City or its employees.

The City reserves the right to waive any non-material irregularities and technicalities, except timeliness and signature requirements. Additionally, bids may be considered irregular and may be rejected if the bid: 1) does not strictly conform to the requirements of this IFB; 2) is incomplete; 3) any Bid Form is altered; 4) contains additions not called for; 5) is conditional; 6) contains prices that are, in the opinion of the City, unbalanced either in excess or below the reasonable cost analysis values; 7) bids is in excess of the approved budget for the project.

16. SELECTION OF BIDDER WITH WHOM TO CONTRACT. The selection of a bidder with whom to contract shall be based on the "best value" to the City using the following criteria:

1. Qualifications;
2. Skill and experience based on reference verification;
3. Amount of the bid in relation to the needed goods & services and in relation to other bids received; and,
4. Adherence to the specifications and requirements of the IFB.

The above criteria are equally weighted.

17. POSTING OF AWARD TABULATIONS. The selected bidder will be notified in writing with intent to award a contract. Recommended awards will be available for review by interested parties at the Finance Office.

18. CONTRACT. The City and successful bidder will be contractually bound only if and when a written contract between the parties is executed by the City. In the event a contract is not executed with the selected bidder and City reserve the right to select the next "best value" bidder based on the bid tabulation and to contract with said bidder.

19. PROCUREMENT CODE. The City's Procurement Code, sections 2-111 to 2-119 of the City's Code of Ordinances, shall govern this IFB. If there are any inconsistencies between this IFB and the Procurement Code, the Procurement Code shall take precedence.

20. COSTS. All costs incurred by any party in responding to this Invitation for Bid are the sole responsibility of the Bidder including any costs, fees or expenses associated with a protest.

21. PROTEST PROCEDURE. Please see section 2-115 of the City's Procurement Code for the procedure.
22. CITY IS DOCUMENT GATEKEEPER. This IFB is issued directly by the City and the City shall be the sole distributor of all addenda and/or revisions to these documents. It is the responsibility of the Bidder to confirm the legitimacy of procurement opportunities or notices directly with the Finance Office. The City is not responsible for any solicitations advertised by subscriptions, publications, websites (other than the City's) or other sources not connected with the City and the Bidder should not rely on such sources for information regarding any solicitation made by the City of Lake Worth.
23. SMALL BUSINESS AND LOCAL BUSINESS PREFERENCE. Section 2-117 of the City's Procurement Code shall govern the application of a small business and/or local business preference for this IFB. **Documentation to support a Bidder as a Small Business and/or Local Business must be submitted with a Bidder's bid in response to the IFB.** Documentation submitted after the bid deadline will be rejected.
24. PROPERTY OF THE CITY. All materials submitted in response to this IFB become the property of the City. The City has the right to use any or all ideas presented in any response to this IFB, whether amended or not, and selection or rejection of a proposals does not affect this right. No variances to this provision shall be accepted.
25. DISCLOSURE AND DISCLAIMER. The information contained herein is provided solely for the convenience of the Bidders. It is the responsibility of each Bidder to assure itself that information contained herein is accurate and complete. Neither the City, nor its advisors provide any assurances as to the accuracy of any information in this IFB. Any reliance on the contents of this IFB regarding the project or scope of thereof, or on any oral communications with City representatives or advisors, shall be at each Bidder's own risk. Bidders should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. This IFB is being provided by the City without any warranty or representation, express or implied, as to its content; accuracy or completeness and no Bidder or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any bid or proposal conforming with these requirements will be selected for consideration, negotiation or approval.
- Any action taken by the City in response to bids or proposals made pursuant to this IFB or in making any award or failure or refusal to make any award pursuant to such bids or proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the City, or their advisors.
- Any recipient of this IFB who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this IFB is at the sole risk and responsibility of the party submitting such proposal.
26. COMPLIANCE. All bids or proposals received in accordance with this IFB shall be subject to applicable Florida Statutes governing public records including without limitation Chapter 119, Florida Statutes.
27. CONSTRUCTION CONTRACT/RETAINAGE. It is the City's intent to withhold retainage on all construction contracts generally in accordance with the provisions of section 218.735 (8)(a-g), Florida Statutes. However, for construction contracts with a total contract cost of less than \$200,000, the City may in its sole discretion negotiate a different retainage amount or procedure with the construction contractor.

#### **END OF SECTION 4 - INSTRUCTIONS TO BIDDERS**

**BID PACKAGE COVER SHEET**

**IFB # 15-108**

**PROJECT TITLE: REPLACEMENT OF TWO VARIABLE  
FREQUENCY DRIVES AT THE MASTER PUMP STATION**

Bidder Company Name: .....

Enclose the following documents:

- \_\_\_\_\_ 1. Bid Package Cover Sheet (B1)
- \_\_\_\_\_ 2. Bid (B2) **Must be signed**
- \_\_\_\_\_ 3. Schedule of Bid Items (B3) **Must be signed**
- \_\_\_\_\_ 4. Schedule of Sub-contractors (B4) - If none, mark "none".
- \_\_\_\_\_ 5. Vendor Verification (B5) - Check the license and insurance requirements to ensure that you will comply and attach copies of current licenses.
- \_\_\_\_\_ 6. List of References (B6)
- \_\_\_\_\_ 7. Affidavit of Prime Bidder Re Non-collusion (B7)
- \_\_\_\_\_ 8. Drug Free Certification (B8)

Clearly mark the outside lower left corner of the Envelope with the Invitation for Bid number and title, and the Date and Time for the bid closing deadline.

THIS PAGE AND THE FOLLOWING PAGES ARE TO BE RETURNED WITH YOUR BID.

**Submit ONE (1) ORIGINAL and FOUR (4) PHOTOCOPIES of your Bid package.**

**AVOID BID REJECTION:**

**All bids must be submitted on the provided Bid forms with each form completed and signed where requested. Signatures must be in ink and by a person authorized to bind the Bidder.**

REPLACEMENT OF TWO VARIABLE FREQUENCY DRIVES  
AT THE MASTER PUMP STATION

BID

IFB # 15-108

Proposal of: \_\_\_\_\_  
(Bidder Name)

By signing the foregoing, the Bidder agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary for the performance and completion of the work for the amount indicated above.

The undersigned Bidder hereby declares that:

1. This bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.
2. The Bidder has carefully and to his full satisfaction examined the attached Scope of Work, Special Terms, General Conditions, technical specifications, and form of bonds, if applicable, together with the accompanying plans, and Bidder has read all issued addenda issued.
3. Bidder has made a full examination of the site and is familiar with the site conditions that may impact its performance.
4. There is enclosed a bid guarantee consisting of five percent (5%) of bid price in the amount of \$\_\_\_\_\_.
5. Upon receipt of a Notice of Intent to Award the contract the Bidder shall: 1) commence obtaining a Performance Bond, Labor and Material Bond, and Certificate(s) of Insurance and 2) commence obtaining a Certificate of Registration or Business License for engaging in business from the City, as such documents are required to commence the work.
6. Bidder understands that the contract time starts on the date of Notice to Proceed, issued after Commission Approval and all proper documents are completed.
7. Bidder furthermore agrees that, in case of failure on his/her part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the offer to contract may be withdrawn and the check, bond, or other security accompanying his bid and the money payable thereon, shall become the property of the City, by forfeit as agreed liquidated damages.
8. The Bidder states that this bid is the only bid for this project in which Bidder is interested; and Bidder shall not be a sub-contractor or sub-subcontractor on this project.
9. Small Business participation goal for this project is 15%.
10. The work shall be substantially completed within **thirty (30)** calendar days after receipt of equipment, and fully completed within **forty five (45)** calendar days.
11. Liquidated damages for delay are agreed to be \$500 per calendar day.

12. All debris is to be legally disposed of at a licensed disposal site in accordance with city, state, and federal standards.

13. The following officer, director or agent of the Bidder is also an employee of the City of Lake Worth.

<i>Name</i>	<i>Address</i>
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14. The following employee(s) of the City of Lake Worth, either directly or indirectly, an interest of 10% or more of Bidder or its affiliates or subsidiaries:

<i>Name</i>	<i>Address</i>
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15. Bidder and all affiliates, suppliers, subcontractor or consultants who will perform the Work have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within the 36 months immediately preceding the date of this Bid.

16. Bidder acknowledges that ADDENDA NO(S). \_\_\_\_\_ have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.

17. By signing and submitting this Bid, Bidder represents that all Bid Forms are fully complete and accurate.

18. Bidder acknowledges that the Bid may be rejected if all Bid Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.

Name of Bidder: \_\_\_\_\_

HQ Address: \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

FEIN: \_\_\_\_\_ State of Incorporated: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ Date: \_\_\_\_\_

Sales Office: \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_

Sales Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

**Failure to fully complete and sign this Bid Form may result in rejection of the Bid.**

**SCHEDULE OF BID ITEMS**

In accordance with the plans and specifications included with this bid, following is the recommended unit process in order to evaluate the base bid submitted with your proposal. These prices are intended to equal the total base bid as submitted at the top of page 14.

**ITEM**

**EXTENDED**

**Variable Frequency Drive**

\$ \_\_\_\_\_

**Installation/ Startup/ Training**

\$ \_\_\_\_\_

**Mobilization**

\$ \_\_\_\_\_

**TOTAL**

\$ \_\_\_\_\_

**Product Specifications:** \_\_\_\_\_  
\_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ Date: \_\_\_\_\_

IFB# 15-108

**SCHEDULE OF SUBCONTRACTORS**

The following is a complete list of all sub-contractors utilized for this project:

Dollar amount of subcontract work

1.	_____	_____	\$ _____
	(company name)	(type of work)	
	_____	_____	
	(address)	(tel. #)	
	_____	_____	
	(zip code)	(federal I.D. #)	
2.	_____	_____	\$ _____
	(company name)	(type of work)	
	_____	_____	
	(address)	(tel. #)	
	_____	_____	
	(zip code)	(federal I.D. #)	
3.	_____	_____	\$ _____
	(company name)	(type of work)	
	_____	_____	
	(address)	(tel. #)	
	_____	_____	
	(zip code)	(federal I.D. #)	

**Total dollar amount to be awarded to sub-contractors (this page) \$ \_\_\_\_\_**

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

Note: The above schedule of subcontractors will become a part of the Contract documents. Changes made to the above schedule of subcontractors after the contract has been executed must be submitted in writing to the Project Engineer for approval prior to that sub-contractor performing any work.

REPLACEMENT OF TWO VARIABLE FREQUENCY DRIVES  
AT THE MASTER PUMP STATION

IFB# 15-108

VENDOR VERIFICATION FORM

PRIME BIDDER:

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

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

Telephone: (        ) \_\_\_\_\_

Fax: (        ) \_\_\_\_\_

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

COMPANY PRINCIPAL:

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

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

Telephone: (        ) \_\_\_\_\_

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

State License # \_\_\_\_\_ (ATTACH COPY)

County License # \_\_\_\_\_ (ATTACH COPY)

Type of License: \_\_\_\_\_

Unlimited \_\_\_\_\_ (yes/no)

If "NO", Limited to what trade? \_\_\_\_\_

Is the Licensee a full-time employee of Prime Bidder?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

Will the Licensee be in responsible charge of the work performed and installed under this contract?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

City License: (ATTACH COPY OF CITY REGISTRATION OR BUSINESS TAX RECEIPT – May be obtained from City Construction Services)

**Failure to fully or accurately complete this form may be cause for rejection of the bid.**

**REPLACEMENT OF TWO VARIABLE FREQUENCY DRIVES  
AT THE MASTER PUMP STATION**

**IFB# 15-108**

**LIST OF REFERENCES**

1. Owner's Name & Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ E-Mail: \_\_\_\_\_

2. Owner's Name & Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ E-Mail: \_\_\_\_\_

3. Owner's Name & Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ E-Mail: \_\_\_\_\_

IFB# 15-108

**AFFIDAVIT OF PRIME BIDDER**  
**Re Non-collusion and Public Entity Crime**

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ }

\_\_\_\_\_, being first duly sworn, disposes and says that:  
(Name)

1. I am the \_\_\_\_\_ of \_\_\_\_\_, the  
(Title) (Name of Company)  
Bidder that has submitted the attached bid;
2. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the Bidder 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 the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Lake Worth, or any person interested in the proposed Contract; and
5. The following Officer, director or agent of Bidder is also an employee of the City of Lake Worth. \_\_\_\_\_ (if none, write "None").
6. The following employees of the City of Lake Worth, own, directly or indirectly, an interest of 10% or more in Bidder firm or any of its affiliates or subsidiaries: \_\_\_\_\_ (if none, write "None").
7. 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.
8. Neither the Bidder nor any officer, director, partner, shareholder, employee, member or agent, who is active in the management of Bidder, or any affiliate or subsidiary of Bidder has been convicted of a public entity crime or action regarding antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation with respect to any bid or contract for goods or services to be provided to any public entity, or has been listed on the state Convicted Vendor List, within thirty-six months prior to the date of Bidder's Bid.

(Signed) \_\_\_\_\_

(Print Name) \_\_\_\_\_

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

The foregoing Affidavit of Bidder regarding Non-Collusion and Public Entity Crime was acknowledged before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2014 by \_\_\_\_\_, who is \_\_\_\_\_ (title) of \_\_\_\_\_ and who is personally known to me or who has produced \_\_\_\_\_ as identification.

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

IFB# 15-108

**DRUG FREE WORKPLACE CERTIFICATION**

The undersigned Bidder, 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 violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities, or contractual services that are under bid, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty, or *nolo contendere* to any violation of Chapter 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.

\_\_\_\_\_  
*Bidders Authorized Signature*

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

\_\_\_\_\_  
Date

*City of Lake Worth*

**IFB # 15-108**

**CONTRACTOR'S MATERIAL SUPPLIERS**

List all material suppliers that Bidder intends to use on this project. Include additional pages as required.  
**Failure to fully and accurately complete this form may result in the disqualification of the Bid.**

<b>Name of Suppliers</b>	<b>Types of Material to be Provided</b>	<b>Total Contract Amount including Sales Tax</b>	<b>Total Sales Tax</b>

**BIDDER'S BOND**

KNOW ALL MEN BY THESE PRESENTS, that we: \_\_\_\_\_ (the "Principal"),  
and \_\_\_\_\_ (the "Surety"), a corporation authorized to do  
business as a surety in the State of Florida, bind ourselves, our heirs, executors, administrators, successors and assigns,  
jointly and severally and firmly by these presents in the full and just sum of  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) good and lawful money of the United  
States of America, to be paid upon demand of the **City of Lake Worth, Florida.**

WHEREAS, the Principal is about to submit, or has submitted a bid in response to an Invitation for Bid issued by the City of Lake Worth; and

WHEREAS, the Principal desires to file this Bond in accordance with law, in lieu of a certified bidder's check otherwise required to accompany its Bid.

NOW THEREFORE, the conditions of this obligation are such that if the Bid is accepted by the City of Lake Worth. the Principal shall within ten (10) calendar days after receipt of a contract, execute said contract and upon the terms, conditions and price set forth in the Invitation for Bid and Bid, in the form and manner required by the City of Lake Worth, Florida, in an amount of one hundred percent (100%) of the total contract price, as indicated in the Bid, in form and with security satisfactory to the City, then this obligation is to be void, otherwise to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the City upon demand the amount hereof, not as a penalty but as liquidated damages.

IN TESTIMONY THEREOF, the Principal and Surety have caused these present to be duly signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Bidder as PRINCIPAL:  
Company: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SURETY:  
Company: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

**CONTRACT PAYMENT BOND**

**BY THIS BOND, WE,** \_\_\_\_\_, as Principal and \_\_\_\_\_, a Corporation, as Surety, whose address is \_\_\_\_\_, are bound to the City of Lake Worth, hereinafter called CITY, in the sum of \$ \_\_\_\_\_, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

**THE CONDITION OF THIS BOND** is that if Principal:

1. Promptly makes payment to all claimants and lienors supplying Principal with labor, materials and suppliers, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract dated \_\_\_\_\_, 20\_\_\_\_, between Principal and CI TY for construction of \_\_\_\_\_, Contract No. \_\_\_\_\_, the Contract being made a part of this bond by reference, in the time and in the manner prescribed in the Contract, and;

2. Pays CITY all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, the CITY sustains because of a default by Principal under the Contract; then this bond is void; otherwise it remains in full force.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes, does not affect Surety's obligation under this bond. Any increase in the total contract amount as authorized by the CITY shall accordingly increase the Surety's obligation by the same dollar amount of said increase. The Principal shall be responsible for notification to Surety of all such changes.

*See Section 255.05, Florida Statutes as amended for the notice and time limitations for claimants.*

Dated on \_\_\_\_\_, 2014

PRINCIPAL:

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

\_\_\_\_\_  
Attest as to the signature of Principal

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address: \_\_\_\_\_ (SEAL)  
\_\_\_\_\_

SURETY:

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Attest as the signature of Surety Title

(SEAL)

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

\_\_\_\_\_

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners must execute bond.

IMPORTANT: Surety companies executing bonds **must** appear and remain on the U.S. Treasury Department's most current list (Federal Register), during construction, guarantee and warranty periods, and be authorized to transact business in the State of Florida.

## CONTRACT PERFORMANCE BOND

**BY THIS BOND**, we, \_\_\_\_\_, as Principal and \_\_\_\_\_, a Corporation, as Surety, whose address is \_\_\_\_\_, are bound to the City of Lake Worth, hereinafter called CITY, for the sum of \$\_\_\_\_\_, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

**THE CONDITION OF THIS BOND** is that if Principal:

1. Performs the Contract dated \_\_\_\_\_, 20\_\_ between Principal and CITY, Contract No. \_\_\_\_\_, the Contract being made a part of this bond by reference, in the time and in the manner prescribed in the Contract and;
2. Pays CITY all loss, damages, expenses, costs, and attorney's fees, including appellate proceedings, the CITY sustains because of a default by Principal under the Contract and;
3. Performs the guarantee of all-work and materials furnished under the Contract for the time specified in the Contract;

then this bond is void; otherwise it remains in full force. Whenever Principal shall be, and declared by CITY to be in default under the Contract, the CITY having performed CITY'S obligations thereunder, the Surety may promptly remedy the default or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions; or
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the CITY elects, upon determination by the CITY and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and CITY, and make available as the work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this Paragraph) sufficient funds to pay the costs of completion, less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price" as used in this paragraph, shall mean the total amount payable by CITY to Principal under the Contract and any amendments thereto, less the amount properly paid by CITY to Principal.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond. Any increase in the total contract amount as authorized by the CITY shall accordingly increase the Surety's obligation by the same dollar amount of said increase. The Principal shall be responsible for notification to Surety of all such changes.

Surety expressly acknowledges its obligations and liabilities for liquidated damages suffered by CITY under the provisions of the Contract Documents.

See subsection (2) of Section 255.05, Florida Statutes as amended for the notice and time limitations for claimants.

Dated on \_\_\_\_\_, 20\_\_\_\_

PRINCIPAL:

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Attest as to the signature of Principal Title

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

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

SURETY:

Signature

By: \_\_\_\_\_

\_\_\_\_\_  
Attest as the signature of Surety

Title

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

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

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners must execute bond.

IMPORTANT: Surety companies executing bonds **must** appear and remain on the U.S. Treasury Department's most current list (Federal Register), during construction, guarantee and warranty periods, and be authorized to transact business in the State of Florida.