

# CITY OF BARTOW



## CONTINUING SERVICES BID (CSB)# 25-17

### WATER & WASTEWATER UTILITIES SUPPLIES, PARTS & EQUIPMENT – CATALOG DISCOUNT

**ISSUED DATE: May 16, 2025**

**EXPIRATION DATE: May 15, 2030**

**IMPORTANT BID INFORMATION:** THIS IS AN ON-GOING CONTINUING NEED FOR THE CITY OF BARTOW. THIS BID SHALL REMAIN OPEN FOR BIDDING UP TO MAY 30, 2029. THE TERM OF THIS BID SHALL BE NO MORE THAN 5-YEARS FROM THE ISSUANCE DATE EXPRINING ON MAY 15, 2030, UNLESS TERMINATED SOONER.

AFTER RECEIPT AND VERIFICATION OF REQUIRED INFORMATION, VENDORS WILL BE ADDED TO THE APPROVED QUALIFIED VENDOR LIST (“QVL”) & UTILIZED ON A ROTATIONAL BASIS AS FURTHER DETAILED WITHIN THE BID PACKAGE.

ATTACHED ARE IMPORTANT INSTRUCTIONS AND SPECIFICATIONS REGARDING RESPONSES TO THIS BID. FAILURE TO FOLLOW THESE INSTRUCTIONS COULD RESULT IN BID DISQUALIFICATION.

**SUBMIT SEALED BIDS TO:**

Danielle Rose, Purchasing Manager  
City of Bartow-Purchasing Department  
450 N. Wilson Ave.  
Bartow, FL 33830  
Office Hours: 7:00 a.m. – 5:00 p.m. (M-F)  
Phone# (863) 534-0141  
Email: [purchasing@cityofbartow.net](mailto:purchasing@cityofbartow.net)

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## NOTICE

is hereby given that **SEALED BIDS**, one (1) unbound original, will be received by the **City of Bartow, Attn: Purchasing Department, 450 N. Wilson Ave., Bartow, FL 33830** or via email to [Purchasing@cityofbartow.net](mailto:Purchasing@cityofbartow.net) from interested parties in response to this solicitation. There shall be no due date or deadline as this is an ongoing solicitation in accordance with the terms and conditions set forth below in the bid package.

To download the full bid documents for further details please do so directly from the City of Bartow's website: <https://www.cityofbartow.net/310/Bid-Opportunities>. Also, please be advised, in an effort to improve communication with suppliers the City has partnered with DemandStar to distribute automatic solicitation notifications to all vendors: [City of Bartow Procurement - Bids & RFPs | DemandStar](#) (fees may be applicable).

All suppliers/vendors wishing to submit bids must obtain a complete copy of the Continuing Services to Bid (CSB) and submit all required forms as outlined in the solicitation document with their response. If further assistance is needed in regard to accessing the bid documents, you may contact the Purchasing Department at 863-534-0100 ext. 1308 or via email at [purchasing@cityofbartow.net](mailto:purchasing@cityofbartow.net).

**SCOPE OF WORK:** The City of Bartow is seeking catalog or retail discounts from qualified vendors interested in supplying various supplies, parts and equipment as it specifically relates to water & wastewater utilities for the City of Bartow Public Works Department and other City departments on an ongoing as needed basis in accordance with the scope of work and specifications provided herein. Each department is located throughout the City but within City limits.

**QUESTIONS:** All questions regarding this solicitation must be sent directly to the Purchasing Department via email to Danielle Rose, Purchasing Manager at [purchasing@cityofbartow.net](mailto:purchasing@cityofbartow.net).

The City of Bartow reserves the right to reject any or all bids in whole or part and/or to accept or reject any items in the bid and waive any informality.

## SUBMITTAL OF RESPONSES

All bids shall be submitted to the Purchasing Department. The requested information may be submitted electronically via email to [purchasing@cityofbartow.net](mailto:purchasing@cityofbartow.net), mailed or hand delivered. An address label has been provided for you below for those who choose to send via mail, express mail or hand delivery.

FROM: _____ (NAME OF COMPANY)
ADDRESS: _____
CITY: _____ STATE: _____ ZIP CODE: _____
BID NUMBER: CSB 25-17, WATER & WASTEWATER UTILITIES SUPPLIES, PARTS & EQUIPMENT
DELIVER BIDS TO: CITY OF BARTOW, PURCHASING DEPARTMENT 450 N. WILSON AVE. BARTOW, FL 33830

The above label is to be taped onto the outside of the envelope that contains the bid documents – No Exceptions

## SUBMITTALS

Submittals must include all items, forms, etc. within Sections 2 & 3 and a copy of your company's certificate of Insurance listing the City of Bartow, 450 N. Wilson Ave, Bartow, FL 33830 as the additional insured per Instructions to Bidders, Item#22.

Vendor acknowledges and agrees that its response and submittal to this Solicitation for Continuing Services constitutes its acceptance of all terms and conditions contained herein, the General Terms and Conditions, the Specifications and the Supplemental Conditions- Federal Clauses, and by submitting a response, Vendor consents and agrees to be fully bound by the same.

I Agree to the Terms and Conditions \_\_\_\_\_ **(Yes /No)**

Certificate of Insurance \_\_\_\_\_ **(Yes /No)**

Affidavit Certification Immigration Laws \_\_\_\_\_ **(Yes /No)**

I am authorized to sign this submittal for the vendor. In submitting a submittal to the City of Bartow (the "City"), the vendor offers and agrees that if the submittal is accepted, the vendor will convey, sell, assign or transfer to the City 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 City. At the City's discretion, such an assignment shall be made and become effective at the time the City tenders final payment to the vendor.

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

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

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

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

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

who is authorized to sign on behalf of the above-mentioned company.

Authorized Signature Print Name and Title: \_\_\_\_\_

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

## **BID REGISTRATION INFORMATION**

Bid#/ Title: 25-17, Water & Wastewater Utilities Supplies, Parts & Equipment

It is recommended that any person or vendor interested in submitting a bid register for this specific project by utilizing the form listed below or sign up to receive a text message or email through the City of Bartow's website [Notify Me • Bartow, FL • CivicEngage](#). If you do not register with the City, you will not directly receive addenda that may be issued, which could result in the disqualification of your submittal.

To register with the City of Bartow in its entirety for any future proposals/bids an Online Vendor Registration Form is also available on the City's website under Doing Business / Bid Opportunities / Vendor Registration:

<https://www.cityofbartow.net/311/Vendor-Registration>.

Carefully complete this form and return it to the Purchasing Department via e-mail to [purchasing@cityofbartow.net](mailto:purchasing@cityofbartow.net). You must submit one form for each solicitation that you are registering for.

NAME OF BUSINESS: \_\_\_\_\_

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

CITY: \_\_\_\_\_

STATE: \_\_\_\_\_

NAME (SIGN & PRINT): \_\_\_\_\_

TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

CONTACT NAME (IF DIFFERENT THAN ABOVE) \_\_\_\_\_

REMARKS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CITY OF BARTOW  
INSTRUCTIONS TO BIDDERS  
PLEASE READ CAREFULLY**

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 the bidder to any bid entry must be initialed by the person who signs the bid. By submitting a bid and upon signature by an authorized representative your company is in agreement with the terms and conditions set forth.
2. **Bid Submittals:** It is the responsibility of the bidder to assure that their bid is delivered or submitted at the proper place prior. Bids which for any reason are not so delivered, will not be considered. **Bid Submittals in-person or via email are acceptable. If emailed, please send to [Purchasing@cityofbartow.net](mailto:Purchasing@cityofbartow.net).**

**Note:** In accordance with Florida Statute 119.071, a listing approved vendors that provided a bid submittal shall be posted to the City's website at <https://www.cityofbartow.net/about-the-city/bid-information/review-current-bids>.

3. **Award:** will be made to all responding qualified vendors meeting the scope of work, qualifications and specifications. Vendors must submit all required submittal documents to be considered responsive. Failure to submit the required documents shall subject the submittal to rejection. All costs related to items provided should be listed at a fair and reasonable price and based on the minimum discounts listed within the scope of work; failure to do so may cause the bid to be non-responsive and rejected. The City of Bartow Purchasing Manager and/or User Department shall be the sole judge of what is fair and reasonable. The Purchasing Manager 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 City. In addition, the following may be considered prior to awarding and adding a vendor to the approved Qualified Vendors List (QVL):
  - 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.

4. **F.O.B. Destination**: All prices covered by this bid/contract will include the cost of transportation to the City of Bartow, Florida.
5. **Packaging**: All containers shall be suitable for storage or shipment, and all prices should include standard commercial packaging.
6. **Taxes**: No taxes shall be included in any bid price. The City of Bartow is exempt from state and federal sales use and excise tax.
7. **Prices**: Unless otherwise specified, all prices and/or discounts shall be firm for the duration of the original contract/purchase order. In the event of price decreases the City of Bartow shall be given full proportionate benefits immediately at any time during the contract period.
8. **Invoices**: Any invoices at higher prices than the bid price shall be held until proper credit memorandums have been received. Any applicable cash discounts that apply as the result of this contract shall be taken even though the allowable time has elapsed due to the time awaiting credit memorandums. **All original invoices shall be mailed to the City of Bartow, Attn: Accounts Payable, 450 N. Wilson Ave., Bartow, Florida 33830 or they may be emailed to: [cbrown.finance@cityofbartow.net](mailto:cbrown.finance@cityofbartow.net). The bidder shall include the bid number and/or the purchase order number on all invoices. All invoices should include a breakdown listing the original retail/ catalog price, the discount received, and the new list price being offered to the City so that rates can be easily identified.** By submitting an invoice, Bidder's Project Manager or any authorized officer is attesting to the correctness and accuracy of all charges. Invoices will be processed for payment when approved by the appropriate User Division/ Department. The City's payment of an invoice shall not constitute evidence of the City's acceptance of the Bidders performance of the Service or the City's acceptance of any work.
9. **Discounts**: Bidders may offer an additional cash discount for prompt payment (within 30 days); however, such discounts shall not be considered in determining bidder qualifications. Bidders are encouraged to reflect cash discounts in the prices quoted.
10. **Payments**: All payments will be made in accordance with the Florida Prompt Payment Act. The payment due date for the purchase of goods or services other than construction services is 45 days after the date specified in s. 218.73. The payment due date for the purchase of construction services is specified in s. 218.735.
11. **Safety Standards**: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act (OSHA) and carry evidence of Underwriters Laboratories' Listings (UL).
12. **Toxic Substances**: Chapter 442 of the Florida Statute 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 City with the revised information as it becomes available to the manufacturer, importer or distributor. Failure to provide the MSDS, when applicable, shall be cause for rejection of bid.

13. **Specifications:** Any deviations from bid specifications indicated herein shall be clearly stated, otherwise it shall be considered that items offered are in strict compliance with specifications, and the successful bidder shall be held responsible. Deviations shall be explained in detail.
14. **Bid Term:** This bid shall be for an on-going period not to exceed May 13, 2030 (“Termination Date”), unless terminated sooner in accordance with section 1.26 (Section 1 – Standard Terms and General Conditions) of this bid package and shall not contain any renewal options thereafter. However please note the city will review and evaluate performance at least once annually to include any required updates to be provided by the vendors listed with the scope of work.
15. **Placing of Orders:** The award of this bid does not constitute an order. Before shipments or service are provided, the vendor shall receive an email, or a signed Purchase Order or Purchase Order number from the City’s User Department authorizing commencement. In some cases, vendors shall be issued blanket orders. In this case shipments shall be specified on the order.
16. **Performance:** Efficient service is essential to this contract. Therefore, if the City of Bartow determines that the holder of the bid is unable to meet delivery within a reasonable amount of time it may become necessary to make procurement from other bidders listed under the approved vendors/suppliers list or if habitual remove the vendor from the approved vendors list.
17. **Conflict of Interest:** All bidders must disclose, with their bid, the name of any officer, department head or agent who is also an employee of the City or any of their agencies. Furthermore, all bidders must disclose the name of any City 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.
18. **Patents and Royalties:** The bidder, without exception, shall indemnify and save harmless the City and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented or non-patented invention, process or article manufactured or used in the performance of the bid, including its use by the City. 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.
19. **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 the Purchasing Department 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 Purchasing Department shall dispose of the samples.
20. **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 City, unless loss or damage results from negligence by the City.

21. **Insurance Requirements:** Certificate of Insurance, Workers Compensation and endorsements evidencing the types of insurance and coverage required in this Section shall be furnished within three (3) calendar days of Bidder's receipt of Notice of Intent to Award the Bid/ Contract and, at any time thereafter, upon request by the Purchasing Department. The City of Bartow, 450 N. Wilson Ave., Bartow, FL 33830 shall be named as additional insured and the Successful Bidder shall, at minimum, provide, pay for, and always maintain in force during this project the following insurance:

**WORKERS' COMPENSATION:**

Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.

**COMMERCIAL GENERAL LIABILITY – OCCURRENCE FORM REQUIRED:**

(Contractor/Vendor) shall maintain commercial general liability (CGL) insurance with a limit of not less than \$500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent vendors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x,c,u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.

**COMMERCIAL AUTOMOBILE LIABILITY INSURANCE:**

(Contractor/Vendor) shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (included owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

**EVIDENCE OF INSURANCE:**

The (Contractor/Vendor) shall furnish the City of Bartow with Certificates of Insurance. The Certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf and coverage shall be obtained with a carrier having an AM Best Rating of A-VII or better. The City of Bartow is to be specifically included as an additional insured on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30 days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the City of Bartow before the commencement of any work activities.

22. **Drug-free Workplace:** This form shall be included with your bid.
23. **Code of Ethics:** If any bidder violates or is a party to a violation of the code of ethics of the City of Bartow 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 City.

24. **Non-Exclusivity**: Bidders agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor not listed on the approved vendors list at the City's sole option.

## **Section 1 – STANDARD TERMS AND GENERAL CONDITIONS**

### **1.1 Independent Contractor/Vendor**

The Bidder represents itself to be an independent vendor offering such services to the general public and shall not represent itself or its employees to be employees of the City of Bartow. Therefore, the Bidder shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses, and agrees to indemnify, save, and hold the City of Bartow, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters

### **1.2 Subcontractors**

The work required under this bid shall be performed by the entity submitting the bid. **No subs are allowed.**

### **1.3 Addenda, Changes, and Interpretations**

**1.3.1** Any inquiry or request for interpretation received will be given consideration. Changes or interpretations may only be made by a written document in the form of an addendum. Addenda will be posted on the City's website. Each prospective bidder shall acknowledge receipt of such addenda in the space provided on the bid form. All addenda are a part of the contract documents, and each Bidder will be bound by such addenda, whether or not received by them. It is the responsibility of each prospective Bidder to check the City's website and to verify that they have received all addenda issued, before Bids are opened. No verbal interpretations shall be relied upon.

**1.3.2** Failure to acknowledge receipt of addenda may constitute grounds for deeming the bid non-responsive.

### **1.4 Multiple Bid Submittals**

More than one submittal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Such a circumstance will lead to rejection of all responses in which the bidder is involved except for subs. If there is reason to believe that collusion exists between bidders, those parties' submittals will be rejected and deemed for City purposes to be a conviction of a public entity crime.

### **1.5 Variances**

For purposes of bid evaluation, Bidders must indicate any variances, no matter how slight, from the CSB General Conditions, Special Conditions, Specifications or Addenda. No variations or exceptions by a Bidder will be considered or deemed a part of the Bid submitted unless such variances or exceptions are listed in the CSB and referenced in the space provided on the Bid pages. If variances are not stated, or referenced as required, it be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

### **1.6 Omission of Details**

The apparent silence of the specifications and any amendment regarding any details or the omission from the specifications of a detailed description concerning any services or material requested shall be regarded as unintentional and should not serve to alleviate the Vendor of their performance responsibilities.

**1.7 Mistakes**

Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions, and special conditions of the Continuing Services Bid. Failure of the Bidder to examine all pertinent documents shall not entitle them to any relief from the conditions imposed in any ensuing contract and may lead to rejection of a bid.

**1.8 Bidder’s Cost**

The City shall not be liable for any costs incurred by Bidders in responding to this CSB.

**1.9 Rejection of Bid Submittals**

The City of Bartow reserves the right to reject any or all bids in whole or part, to accept or reject any items in the bid, and to waive any informalities and to accept any bid deemed in the best interest of the City of Bartow.

**1.10 Qualifications Statement**

Each Bidder shall complete the Qualifications Statement and submit the same with the Bid. Failure to submit the Qualifications Statement and the documents required there under with the Bid may constitute grounds for deeming the bid non-responsive.

**1.11 Licenses and Certifications, if applicable**

Bidder shall be appropriately licensed to perform the services offered. Bidders shall possess, at the time of bid submittal, all required licenses and certifications. Bidder shall be responsible for all costs associated with obtaining and maintaining all required licenses, certifications, and permits. Copies of all licenses and certifications shall be submitted with the response.

**1.12 Insurance**

**2.12.1** The Bidder’s response shall include a copy of any certificate of insurance which provides evidence of insurability meeting the minimum insurance requirements of this CSB. The Bidder shall assume full responsibility and expense to obtain all necessary insurance.

**2.12.2** All Bidders shall provide a copy of any certificate of insurance which provides evidence of insurability meeting the minimum insurance requirements of the CSB as a part of receiving any ensuing contract, at the time of entering into the contract.

**1.13 Indemnification**

The Vendor shall at all times indemnify, hold harmless and, at the City’s option, defend or pay for an attorney selected by the City to defend the City of Bartow, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of the Vendor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of any ensuing contract including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against the City by reason of any such claim, cause of action or demand, the Vendor shall, upon written notice from the City, resist and defend such lawsuit or proceeding by counsel satisfactory to the City of, at City’s option, pay for an attorney selected by the City to defend the City of Bartow. The provisions and obligations of

this section shall survive the expiration or earlier termination of any ensuing contract. To the extent considered necessary by the City, any sums due Vendor under any ensuing contract may be retained by City until all of the City's claims for indemnification pursuant to the Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by the City.

#### **1.14 Legal Requirements**

Applicable provisions of all federal, state, and county laws, and local ordinance, rules, and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) attaching a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise. Lack of knowledge by any Bidder shall not constitute a cognizable defense against the legal effect thereof.

#### **1.15 Confidential Information**

If the Bidder believes any of the information contained in the response is exempt from the Public Records Law, then the Bidder must in the response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

#### **1.16 Public Records**

Vendor acknowledges the City's obligations under Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to member of the public upon request. Vendor acknowledges that the City is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statues, in the handling of the materials created under this contract and that said statue controls over the terms of this contract. Vendor further acknowledges its obligation under Florida Statute 11930701, which include the requirements to a) keep and maintain public records required by the City to perform the service, b) upon request from the City's custodian of public records, provide the City 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 or as otherwise provided by law, c) 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 contract term and following completion of the contract if Vendor does not transfer the records to the City, and d) upon completion of the Contract, transfer, at no cost, to the City all public records in possession of Vendor, or keep and maintain public records required by the City to perform the City. If Vendor transfers all public records to the City upon completion of the Contract, Vendor shall destroy and duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Contract, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the IT systems of the City. A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify Vendor of the request, and Vendor must provide the records to the City or allow the records to be inspected or copied within a reasonable time. *NOTE: If Vendor does not comply with the City's request for records, the City shall enforce the Contract provisions in accordance with the Contract. A Vendor who fails to provide the public records to the City with a reasonable time may be subject to the penalties under 119.10.*

**IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF BARTOW, CITY CLERK'S OFFICE, 863-534-0100, [JPOOLE.CLERKS@CITYOFBARTOW.NET](mailto:JPOOLE.CLERKS@CITYOFBARTOW.NET); 450 N. WILSON AVENUE, BARTOW, FLORIDA 33830.**

**1.17 Public Entity Crimes**

A person or affiliate, as defined in 287.133, Florida Statutes, shall not be allowed to contract with the City if such person or affiliate has been convicted of a public entity crime within three (3) years of the date this Contract, or such person or affiliate was listed on the State of Florida's convicted vendor list within three (3) years of the date of this Contract, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency, federal, state or local, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresentation. Any agreement with the City obtained in violation of this paragraph shall be subject to termination for cause.

**1.18 Laws of the State of Florida**

The Contract will be construed and enforced in accordance with the laws of the State of Florida.

**1.19 Sovereign Immunity**

The foregoing notwithstanding, nothing herein is intended to act as a waiver of the City's sovereign immunity or the limits of liability set forth in Sec. 468.28, Fla. Stat., regardless of whether such obligations are based in tort, contract, statute, strict liability, negligence, product liability, or otherwise.

**1.20 Venue**

This Contract shall be deemed made in the State of Florida and shall be construed in accordance with the laws of the State of Florida, excluding its conflict of law rules. In recognition of the City's sovereign immunity and home venue privilege, the City and Vendor agree that any civil action arising out of the subject matter of this Contract, or the Contract Documents shall be brought either in the County Court in and for Polk County, Florida, or the Circuit Court of the Tenth Judicial Circuit, in and for Polk County, Florida, the choice of which shall be dependent upon each tribunal's jurisdictional limits. The Parties agree that no civil action arising out of the subject matter of this Contract may be brought in a federal venue regardless of the cause of action, citizenship of the parties or the claimed amount in controversy.

**1.21 Anti-Collusion**

The Bidder certifies that it has not divulged, discussed, or compared its bid with other bidders, except subcontractors if they form part of the response and has not colluded with any other bidders or parties to a bid whatsoever. No premiums, rebates or gratuities are permitted either

with, prior to or after any delivery of material or service. Any violation of this provision will result in the immediate cancellation of any contract and removal from the bidder's list.

Each Bidder shall complete the Non-Collusive Affidavit Form and shall submit the form with the bid. The City considers the failure of the Bidder to submit this document to be a major irregularity and shall be cause for rejection of the Bid.

## **1.22 Conflict of Interest**

**2.22.1** The Bidder covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Bidder further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in any ensuing contract.

**1.22.2** No contract will be awarded to a Bidder who has City elected officials, officers or employees affiliated with it, unless the bidder has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidders and removal of the Bidder from the City's Bidder's List and prohibition from engaging in any business with the City.

**1.22.3** No subcontractor can be listed on more than one bid submitted under this ITB.

## **1.23 No Contingent Fee**

Bidder warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Bidder to solicit or secure any contract that may ensue and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Bidder, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of any ensuing contract. For the breach or violation of this provision, the City shall have the right to terminate any ensuing contract without liability at its discretion.

## **1.24 Entire Agreement**

This Continuing Services Bid, all attachments and exhibits, addenda, and any ensuing contract states the entire contract between the parties hereto with respect to the subject matter hereof, and all prior and contemporaneous understandings, representations and agreements are merged herein or superseded hereby. No alterations, modifications, release or waiver of this contract or any provision hereof shall be effective unless in writing executed by the parties.

## **1.25 Assignment**

Vendor shall not transfer or assign or subcontract the performance required by the CSB without the prior written consent of the City. Any award issued pursuant to this CSB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.

## **1.26 Default and Termination/Suspension**

The City may terminate the Contract resulting from this Bid at any time, in whole or in part, in accordance with and subject to the following:

### **1.26.1 Termination for Cause**

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

In the event this Bid and/or the resulting Contract is terminated due to the Vendor's material default which is not cured within the allotted time period as described above, the Purchasing Manger may also suspend or debar the Vendor in accordance with the Vendor Complaint Procedures of the City's Procurement Manual. The rights and remedies of the City provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under the Bid and/or the resulting Contract.

In the event of default by the successful Bidder, the City 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.

### **1.26.2 Termination for Convenience**

Upon thirty (30) calendar days written notice to the Vendor, the City may without cause and without prejudice to any other right or remedy, terminate and ensuing contract for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the contract is terminated for the convenience of the City the notice of termination to the Vendor shall state that the contract is being terminated for the convenience of the City under the termination clause and the extent of termination. The Vendor shall discontinue all work on the appointed last day of service.

Upon receipt of any termination notice as described above, the Vendor shall:

- Immediately discontinue all work unless the City's notice directs otherwise, and
- Deliver to the City any and all data, reports, summaries, and all other information and materials of any type or nature whatsoever, whether completed or in process, the Vendor may have accumulated or generated in the course of performing the work of the Contract.

### **1.26.3 Cancellation for Unappropriated Funds**

The obligation of the City for payment to a Vendor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

## **1.27 Advertising**

In submitting a bid, the bidder agrees not to use the results there from as a part of any commercial advertising without the prior written consent of the City.

## **1.28 Truth-in-Negotiation Certificate**

**1.28.1** Execution of any Agreement by the Bidder resultant from this solicitation shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement and no higher than those charged the Bidder's most favorable customer for the same or substantially similar service.

**1.28.2** The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate representations of fees paid to outside vendors. The City shall exercise its rights under this "Certificate" within one (1) year following payment.

## **1.29 Standard of Care**

Vendor shall exercise the same degree of care, skill, and diligence in the performance of the work as is ordinarily provided by a professional under similar circumstances and Vendor shall, at no additional cost to the City, re-perform services which fail to satisfy the foregoing stand of care.

**1.30 Annual Appropriations** The vendor acknowledges that the City, 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 the succeeding fiscal years. Accordingly, the City's performance and obligation to pay under this agreement is contingent upon annual appropriation.

**1.31 Force Majeure (Uncontrollable Forces)** Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if nonperformance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The nonperforming party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of

Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

### **1.32 Employment Eligibility Verifications (E-Verify)**

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the City and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the City may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the City as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

**1.33 Attorney's Fee and Cost** 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.

### **1.34 Scrutinized Companies and Business Operations Certification; Termination**

A. Certification(s).

(i) By its execution of this Agreement, the Vendor hereby certifies to the City that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the City with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the City as follows:

- (a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
- (b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and
- (c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
- (d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the City concerning the subject of this Agreement.

(ii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the City regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the City may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Vendor is found to have submitted a false certification to the City with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Vendor is found to have submitted a false certification to the City with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

**1.35 Change Orders** No oral statement of any person must modify, change, or affect the terms, conditions, or specifications stated in the resulting contract. All change orders must be approved in writing by the City before the work commences unless the delay in receiving City approval causes a threat to the public health, safety, or welfare or will result in a significant additional cost to the City due to the delay. Under any circumstance, work to be performed under the change order must not begin until all written approvals via an amendment have been received. Any work completed by the contractor without required written approvals will be the sole responsibility of the contractor, not the City.

**1.35.1** Any additions, deletions, or modification similar in cost or material after award will need to be signed off by both the user division and the successful vendor. Price for

any additions, deletions, or modifications to the bid will be negotiated and agreed upon by both parties. All agreed upon additions, deletions, or modifications will also require the Purchasing Manager's (or designee) approval.

If the addition, deletion or modification is accepted an amendment to the Bid award will be issued to the successful Bidder. All Awarded vendors will be notified via email and will be required to acknowledge the Amendment and their consent thereto. Any Awarded Vendor that does not return a signed acknowledgement within ten (10) business days will be removed from the Awarded Qualified Vendors List.

- 1.36 Effective Date:** Upon notice by the Purchasing Department via an Award Letter advising that your company has been officially added to the qualified vendors list (QVL).
- 1.37 Prohibition Against Considering Vendor Interest:** In accordance with Section 287.05701, Florida Statutes, the City may not:
- (i) request documentation of or consider a Vendor's social, political, or ideological interests when determining if the Vendor is a responsible vendor; or
  - (ii) give preference to a Vendor based on the Vendor's social, political, or ideological interests.
- 1.38 No Construction Against Drafter:** The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.
- 1.39 No Coercion for Labor or Services:** Contractor acknowledges that Section 787.06 of the Florida Statutes requires each nongovernmental entity that is executing, renewing, or extending a contract with a public governmental entity to provide the governmental entity with an affidavit signed by an officer or authorized representative under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as those terms are defined by law. Contractor agrees to furnish the City with the necessary affidavit signed by an officer or authorized representative of Firm under penalty of perjury at any time and upon request.

## LETTER OF PUBLIC RECORDS LAW

Dear Vendor:

This is a reminder of your obligation under Florida's Public Records law codified in Chapter 119, Florida Statutes. As referenced in the General Terms and Conditions of any contract you have had with the City of Bartow, your firm is required to allow public access to all documents and materials in accordance with the provisions of Chapter 119, Florida Statutes.

Public Records include all records, regardless of physical form, characteristics, or means of transmission that were made or received in connection with official business which are used to perpetuate, communicate, or formalize knowledge. The policy of the State of Florida is that public records are open for the personal inspection and copying of any person. As such, all public records may be inspected and copied by any person at any reasonable time and under reasonable circumstances.

The custodian of such records must also acknowledge requests for public records promptly and provide the records as quickly as possible with only two permissible delays; the time it takes to locate the requested records and the time to review the records for exemptions.

As potential custodians of public records, vendors are prohibited from any of the following actions:

1. Requiring the identity of the requestor
2. Requiring the request for records be in writing
3. Requiring the reason or purpose of the records request
4. Restricting viewing records to hours other than normal business hours
5. Delaying the production of records based on an employee's workload
6. Delaying the production of records due to a burdensome request

However, vendors are not required to provide personnel to answer questions regarding the content of requested records. In addition, vendors are not required to create a new record to fulfill a public records request nor reformat its records into a particular form as demanded by a requestor.

If a public records request is received, you should provide notice to Jacki Poole, City of Bartow, City Clerk [jpoole.clerks@cityofbartow.net](mailto:jpoole.clerks@cityofbartow.net). Additional notice should be provided when the request has been fulfilled.

If you have any questions, or need additional information, please contact either Jacqueline Poole, City Clerk, or Donna Donaldson, Assistant City Clerk at 863-534-0100.

Sincerely,

Jacqueline Poole  
City Clerk

**END OF SECTION 1**

## SECTION 2 – INTRODUCTION AND INFORMATION

### 2.1 CITY BACKGROUND INFORMATION

The City of Bartow, Florida (hereinafter known as “the City”) was granted its municipal charter in 1882. It is located in Central Florida, within Polk County, and is accessible from U.S. Hwy 17 and State Hwy 60. Its neighboring cities are Lakeland and Winter Haven, and it is situated between Tampa and Orlando. It is the County Seat and serves a resident population of approximately 20,615.

The City provides many municipal services. These services include Fire Protection, Police Protection, Public Works, Parks, Recreation & Cultural Arts, Library Services, Golf Course, Electric Distribution, Water Treatment Plant, Wastewater Treatment Plant, Stormwater Treatment, Fiber Optic Services and Solid Waste Collection.

The City is governed by a Commission-Manager form of government. The City Manager, who is appointed by and serves at the pleasure of the elected five-member City Commission, services as the City’s Chief Executive Officer. Elected officials serve 3-year staggered terms and are chosen in non-partisan elections. Three seats represent specific districts, and two seats are elected at-large. Annually the City Commission elects one Commissioner to serve as Mayor. The City Commission is responsible for the legislative and policy direction functions of City government.

### 2.2 PROJECT BACKGROUND

The intent of this solicitation is to allow City personnel to purchase water & wastewater utilities supplies, parts and equipment items as needed on a continuing basis to meet City needs in a timely & efficient manner at a reasonable price in accordance with policy. Additionally, the City’s goal is to provide maximum opportunities for open competition, support cost-effective operational management and services, as desired by the City, and promote public awareness of solicitation opportunities to support inclusion.

### 2.3 SCOPE OF WORK

The City of Bartow (the “City”) is seeking bids from qualified vendors interested in providing supplies, parts and equipment as it specifically relates to water & wastewater utilities for the City of Bartow’s Public Works Department located at 300 W. Church Street, Bartow, FL 33830 and other City user department located throughout the City. Vendor must be able to provide a minimum of **10% discount** off the retail/catalog price or sale price, whichever is less, on purchases made by the City employees on behalf of the City. Supplies and materials to include but are not limited to water fittings, water pipe, sewer pipe, sewer parts, cast iron fittings, degreaser, fire hydrant and parts, clamps, gate valves, and check valves.

**Award** – will be made to all responding vendors meeting the scope of work, qualifications and specifications. If awarded, the vendor will be added to the awarded Qualified Vendors List (QVL) for this bid. Vendors must submit all required documents within this solicitation to be considered responsive. Failure to submit the required documents may deem your submittal non-responsive and your submittal may be rejected.

## 2.4 QUALIFICATION STATEMENT

**The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:**

1. Vendor submitting a bid must have been in business under the same name & TIN/ FEIN number for the past two (2) years. How many years has your company been in business under its present business name? \_\_\_\_\_

For Consideration:

- a. Under what other former names has your organization operated & number of years?

\_\_\_\_\_  
\_\_\_\_\_

2. Vendor must have a facility located within 75 miles of the City of Bartow's City Hall located at 450 N. Wilson Ave., Bartow, FL 33830. Does your company have a facility located within the designated miles? \_\_\_\_\_ Yes or \_\_\_\_\_ No. If yes, please provide the address/location:

\_\_\_\_\_

3. How many government agencies does your company currently provide these services for and which ones, if applicable? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

4. License Requirements:

- a. In order to do business with the City of Bartow, businesses based within the City limits of the City of Bartow shall furnish a copy of the most recent City of Bartow Business/Occupational License in which can be obtained from <https://www.cityofbartow.net/departments-services/city-clerk-public-records/business-tax-receipt-occupational-licenses-applications-payments>.

- b. For businesses based outside the City limits of the City of Bartow but are based in Polk County or those businesses based outside Polk County shall furnish a copy of the most recent Polk County Business/Occupational License in which may be obtained from <https://www.polktaxes.com/services/local-business-taxes/>.

Business License must be attached within your bid submittal or prior to being added to the approved Qualified Vendor List (QVL). If not submitted within your bid submittal Vendors will have three (3) days upon request to provide a copy of the document or will be deemed non-responsive.

License Attached? [ ] Yes or [ ] No

5. Have you ever failed to complete any work awarded to you? If so, state when, where and why? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

6. For the purpose of determining any possible conflicts of interest, all bidders must disclose if any City of Bartow employee is also an owner, or employee of their business. Indicate either “yes” or “no”. If yes, give person(s) name(s) and positions(s) and you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313(12)(b)3.

Yes \_\_\_\_\_ No \_\_\_\_\_ Name(s) and Position(s) \_\_\_\_\_  
\_\_\_\_\_

7. Provide Safety Data Sheets for all products offered, if not submitted with your submittal this will be requested upon each order delivered. SDS provided on additional sheets as backup to your company’s submittal? Yes \_\_\_\_\_ No \_\_\_\_\_ or will they be provided with each delivery? Yes \_\_\_\_\_

8. Vendor can provide three (3) references from clients in which the bidder has performed similar size and scope services as the prime vendor, within the past five (5) years. This information must include: (Please refer to the Reference Form provided on page 38.)

- a. Name of client,
- b. Address of the client,
- c. Contact person’s phone number & email,
- d. Period of Performance (start and end date of the services) and
- e. a Brief description of the services provided.

9. Please provide a primary as well as a secondary company contact for this project and briefly explain how your company will communicate with the City of Bartow as it relates to orders/needs.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The bidder acknowledges and understands that the information contained in response to this qualifications statement shall be relied upon by the City if awarded a contract and such information is warranted by the Bidder to be true. The discovery of any omission or misstatement that materially affects the Bidder’s qualifications to perform under the Contract, shall cause the City to reject the Bid, and if after the award, to cancel and terminate the award and/or Contract.

\_\_\_\_\_  
Bidder’s Signature

\_\_\_\_\_  
Date

## 2.5 SPECIFICATIONS

The City will hold vendors accountable for all aspects of this program including but not limited to quality of materials and commitments. Water & wastewater utilities supplies, parts and equipment shall meet all federal, state and local codes, regulations and specifications.

**NOTE:** the City of Bartow's utility design standards require Mueller Hydrants and valves. Please refer to Attachment "A" – Utility Standards for further details.

1. Vendor acknowledges that the City will purchase from the approved vendors list on a rotational basis, however, the City reserves the right to order based on the best overall price, delivery, and reliability.
  - a. Successfully awarded vendors will be added to the approved QVL and utilized on a rotational basis. Each awardee will be assigned a letter A-Z when being added to the list. User departments will rotate each vendor based on alphabetical order.
2. Vendors must be able to offer a variety of water and wastewater utility supplies, parts and equipment as needed within a reasonable timeframe agreed upon by both parties.
  - a. Vendor must be located within 75 miles of the City of Bartow's City Hall per qualifications.
  - b. When products are needed the City will contact the vendor a minimum of twenty-four (24) hours in advance.
  - c. In dire situations products may be needed the same day, and in such case the City will attempt to order from the next vendor in rotation, if said vendor cannot meet the needs the city will continue through the approved vendors list until all options are exhausted.
  - d. Deliveries shall be made between the hours of 7:00am and 4:00pm, unless otherwise agreed upon at time of order.
  - e. A packing list must be provided for all products delivered.
  - f. Vendor will be responsible for providing Safety Data Sheets (SDS) for all products delivered, not provided within your original bid submittal, **if applicable**.
3. Vendor must supply at a minimum, the Purchasing department upon submittal with a full catalog of products offered. Also, upon being added to the approved vendors list the vendor is responsible for providing in advance for approval any applicable updates as new catalog lines are issued or in the case an updated catalog if certain products are no longer being offered.
  - a. Vendors must also be able to provide any/ all User Departments within the City upon request a copy of the said catalog.
  - b. Vendor must ensure invoices will not reflect any updates to their catalog lines if not prior received and approved by the City.
4. Vendor acknowledges that they must send an updated Certificate of Insurance, when applicable, upon expiration of the certificate on file with the City to remain on the approved vendors list.

**Note:** certificate of insurance is required for any services rendered to include the delivery and offloading of products.

5. Each vendor shall provide all supervision, coordination, vehicles, labor, staff, drivers, materials, supplies, tools, steel deck dollies, stand mule carts, hydraulic jacks, fork lifts, handling equipment, roll off containers, insurance, permits, licenses, registrations and fees,

loading, transport, unloading, placing, packing, moving, assembly, set-up and placement of furniture, machinery, equipment tools, materials or supplies, incidentals, gratuities, and all things and services necessary to provide the City said supplies, parts and equipment. All costs associated with meeting the requirements of this bid shall be the sole responsibility of the Vendor.

6. It is the expectation of the City that orders placed with this Catalog Discount bid contract shall be delivered to any City facility F.O.B Destination with freight prepaid by bidder. Your request for exceptions to the F.O.B Destination delivery may be listed below in item d. City must approve exceptions before commencement.
  - a. Prices to be guaranteed as per Catalog Number, Title, and Date.
  - b. Please clearly state the discount offered from your catalog prices.
  - c. Vendors must specify all catalog items that are not to be discounted and/or are excluded from this bid.
  - d. Specify items which are excluded from F.O.B. Destination shipping.
  - e. Indicate quotation or contract number assigned to this catalog discount bid arrangement.
  - f. If your catalog is not a calendar year publication, specify the valid dates of your catalog and proposed mailing dates.
    - i. Vendors must forward a copy of their company's current catalog with their submittal.
    - ii. If the vendor doesn't have a catalog, they will be required to provide detailed quotations breaking out the original cost and the price being extended to the City in order for the discount to be verified. Examples of this capability must be provided with your submittals. If not, the submittal will not be approved & the vendor will not be added to the approved QVL for this continuing services bid.
7. COORDINATION – The Vendor(s) will provide an individual who will manage all communications, scheduling, and coordination of plumbing supplies, parts, and equipment. The coordinator will review the location to evaluate the scope of the move.
8. DISCOUNT – This is a bid for specified percentage discount level(s) off annually published digital catalog retail prices for plumbing supplies, parts and equipment. The vendor must supply the City with a full catalog and updates as new catalog lines are issued.
9. QUANTITIES – Quantities to be purchased during the bid contract period are unknown, and all purchases will be made on an as needed basis throughout the bid contract period. The successful bidder(s) will be required to supply all catalog items ordered throughout the bid contract period.
10. WARRANTY – Supplies shall be covered by manufacturer's standard warranty. Vendor is required to submit manufacturer's warranty summary upon request.
11. By submitting a bid, Vendor is acknowledging that they agree to the Terms and Conditions of this Continuing Service Bid. Vendor will provide and deliver "as needed" plumbing supplies, parts and equipment for the City of Bartow. Vendor shall provide the City:
  - a. A minimum **10%** discount off the store retail/catalog price on purchases made in the category of Plumbing Supplies, Parts and related equipment. Vendors will be held accountable for their adherence to the established percent discount or sale price, as

applicable, or be subject to removal from the approved QVL, per terms and conditions of this solicitation.

- i. This discount does not apply to employee personal purchases.
  - b. The City requests that you quote one firm discount from your catalog prices. A sliding discount based on price ranges is also acceptable.
  - c. Awards will be made only to those companies that offer a discount to the City against firm catalog prices.
12. Vendor must be able to provide an itemized quote & receipt with all purchases to include the following information:
- a. Continuing Services Bid No.
  - b. Purchase Order No., if applicable
  - c. A detailed description of each item purchased
  - d. Regular retail price, the sale or discounted price actually charged & the total to include all delivery and transportation charges.

**Note: Purchases may be made by City employees as**

- Purchase orders (PO):
  - City locations may issue open (blanket) Purchase Orders as required. Receipt of open orders does not authorize the release or shipment of any goods or services. For all open orders, items shall be ordered on an as-needed basis through the use of an order form. Shipments received as a result of an open order, where an order form has not been released, shall not be accepted and no cost shall be incurred by the City as a result.
- Direct Payment Authorization:
  - Only for companies that do not accept PO's.

**SECTION 3 – ADDITIONAL SUBMITTAL FORMS  
TO BE FILLED OUT AND  
SUBMITTED WITH YOUR BID**

**ADDENDUM PAGE – CSB 25-17, WATER & WASTEWATER UTILITIES SUPPLIES, PARTS & EQUIPMENT**

The undersigned acknowledges receipt of the following addenda to the Invitation to Bid (Give number and date of each):

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

FAILURE TO SUBMIT AN ACKNOWLEDGMENT OF ANY ADDENDUM THAT AFFECTS THE SUBMITTAL IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE BID.

NAME OF BUSINESS: \_\_\_\_\_

BY: \_\_\_\_\_  
SIGNATURE

NAME & TITLE, TYPED OR PRINTED: \_\_\_\_\_

**DRUG-FREE WORKPLACE FORM**

The undersigned vendor in accordance with *Florida Statutes*, Chapter 287, Section 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 controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for 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 on or plea of guilty or nolo contendere to any violation of *Florida Statutes*, Chapter 893 or of any controlled substance law of the United States or any singular 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.

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

\_\_\_\_\_/\_\_\_\_\_  
Signature Date

**AFFIDAVIT CERTIFICATION IMMIGRATION LAWS**

SOLICITATION NO.: CSB 25-17, WATER & WASTEWATER UTILITIES SUPPLIES, PARTS & EQUIPMENT

THE CITY OF BARTOW WILL NOT INTENTIONALLY AWARD CITY BIDS /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”).

THE CITY OF BARTOW 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 THE CITY OF BARTOW.**

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 acknowledged before me by means of physical presence or online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ (name) as \_\_\_\_\_ (title of officer) of \_\_\_\_\_ (entity name), on behalf of the company, who is personally known to me or has produced \_\_\_\_\_ as identification.

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

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

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

(AFFIX NOTARY SEAL)

**EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION**

(Florida Statutes, Section 448.095)

**PROJECT NAME: WATER & WASTEWATER UTILITIES SUPPLIES, PARTS & EQUIPMENT**

The undersigned, as an authorized officer of the contractor identified below (the "Vendor"), having full knowledge of the statements contained herein, hereby certifies to the City of Bartow (the "City"), by and on behalf of the Vendor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Vendor and the City on or about the date hereof, whereby the Vendor will provide labor, supplies, or services to the City in exchange for salary, wages, or other remuneration (the "Contract"), as follows:

1. Unless otherwise defined herein, terms used in this Certification which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.
2. Pursuant to Section 448.095(5), Florida Statutes, the Vendor, and any subcontractor under the Contract, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Vendor or subcontractor. The Vendor acknowledges and agrees that (i) the City and the Vendor may not enter into the Contract, and the Vendor may not enter into any subcontracts thereunder, unless each party to the Contract, and each party to any subcontracts thereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of the Contract, and the City may treat a failure to comply as a material breach of the Contract.
3. By entering into the Contract, the Vendor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Vendor, the Vendor may not be awarded a public contract for a period of 1 year after the date of termination. The Vendor shall be liable for any additional costs incurred by the City as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**ATTEST:**

**VENDOR:**

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

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

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

## SWORN STATEMENT ON PUBLIC ENTITY CRIMES

1. This sworn statement is submitted with BID/TITLE: WATER & WASTEWATER UTILITIES SUPPLIES, PARTS & EQUIPMENT.
2. This sworn statement is submitted by \_\_\_\_\_ (name of entity submitting sworn statement) whose business address is \_\_\_\_\_  
\_\_\_\_\_ and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.)
3. My name is \_\_\_\_\_ and my relationship to the entity named above is \_\_\_\_\_.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime: or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City ship by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders,



**NON-COLLUSIVE AFFIDAVIT**

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

1. He/she is the \_\_\_\_\_ (Owner, Partner, Officer, Representative or Agent) 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 circumstances respecting such bid.
3. Such bid is genuine and is not a collusive or sham bid.
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have 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 work for which the attached bid has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with and Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix an overhead, profit, or cost elements 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 (Recipient), or any person interested in the proposed work;
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 other of its agents, representatives, owners, employees, or parties in interest, including this affiant.

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this (date) \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by (name of person acknowledging)

\_\_\_\_\_, who is personally known to me or who has produced (type of identification) \_\_\_\_\_ as identification.

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

[Notary Seal]

\_\_\_\_\_  
Name typed, printed or stamped

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

**VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS**

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

Vendor FEIN: \_\_\_\_\_

Authorized Representative Name and Title: \_\_\_\_\_

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

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

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

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

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled “Respondent Vendor Name” is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney’s fees, and/or costs.

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

who is authorized to sign on behalf of the above referenced company.

Authorized Signature Print Name and Title: \_\_\_\_\_

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

## BIDDER INCORPORATION INFORMATION

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

Company Name: \_\_\_\_\_  
DBA/Fictitious Name (if applicable): \_\_\_\_\_  
TIN #: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_  
Zip Code: \_\_\_\_\_  
County: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Cell Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Type of Organization (select one type)

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

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

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

## **Affidavit Regarding the Use of Coercion for Labor or Services**

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the City of Bartow, a Florida municipal corporation.

The undersigned, on behalf of the entity listed below (the “Nongovernmental Entity”), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I currently serve as an officer or representative of the Nongovernmental Entity.
3. The Nongovernmental Entity does **not** use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I \_\_\_\_\_  
(Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true.

Further Affiant sayeth naught.

\_\_\_\_\_  
**NONGOVERNMENTAL ENTITY**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**PRINT NAME**

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**DATE**

## REFERENCE FORM

**Please list References per Qualifications** (if additional space is needed, please print additional sheets)

1. Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Period of Performance: \_\_\_\_\_  
Brief Description of Services: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Period of Performance: \_\_\_\_\_  
Brief Description of Services: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Period of Performance: \_\_\_\_\_  
Brief Description of Services: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_