


Submit Bids To: City of New Port Richey 5919 Main Street New Port Richey, Florida 34652-2785 City Clerks Office		INVITATION TO BID City of New Port Richey Purchasing Department	
Bid Title: Sanitary Sewer Manhole Inserts		Type	Bid No. 17-008
Page 1 of 5	Bids will be opened March 14, 2017 2:00 pm and may not be withdrawn for 90 days after such date and time.		Issue Date
Additional information City of New Port Richey			City Clerk Judy Myers

Section A General Terms and Conditions of Invitations to Bid

1. Preparation of Bids

Bids will be prepared in accordance with the following:

- (a) Our enclosed Bid Proposal Form is to be used in submitting your bid.
- (b) All information required by the bid form shall be furnished. The bidder shall print or type his name and manually sign the schedule and each continuation sheet on which an entry is made.
- (c) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (d) Alternate bids will not be considered unless authorized by the invitation to bid.
- (e) Proposed delivery time must be shown and shall include Sundays and Holidays.
- (f) Bidders will not include federal taxes nor state of Florida taxes, excise, and use taxes in bid prices as the city is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
- (g) Bidders shall thoroughly examine specifications, schedule, instructions and all other contract documents.
- (h) Bidders shall make all investigations necessary to thoroughly inform themselves regarding PWOC facility for delivery of product. No plea of ignorance by the bidder of conditions that exist or the may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (i) Bidders are advised that all city contracts are subject to all legal requirements provided for on the purchasing ordinance and/or State and Federal Statutes

2. Description of Supplies

- (a) Bidders are required to furnish the items as specified.

3. Submission of Bids

- (a) Bids and changes thereto shall be enclosed in sealed envelopes addressed to the City Clerk, City of New Port Richey. The name and address of the bidder, the date and hour of the bid opening and the material or service bid shall be placed on the outside of the envelope.
- (b) Bids must be submitted on the forms furnished. Electronic bids will not be considered. Bids, however, may be modified by electronic notice provided such notice is received prior to the time and date set for the bid opening.

4. Rejection of Bids


The city may reject a bid if:

- (a) The bidder misstates or conceals any fact in the bid, or if,
- (b) The bid does not strictly conform to the requirements of the bid, or if,

- (c) The bid is conditional, except the bidder may qualify his bid for acceptance by the city on an “all or none” basis or a “low item” basis. An “all or none” basis bid must include all items upon which bids are invited.
 - (d) The city may, however, reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of the bid unless the bid has been qualified. The City may also waive any minor informalities or irregularities in any bid.
5. Withdrawal of Bids
 - (a) Bids may not be withdrawn after the time set for the bid opening for a period of time as specified.
 - (b) Bids may not be withdrawn prior to the time set for the bid opening. Such request must be in writing.
 6. Late Bids or Modifications
 - (a) Bids and Modifications received after the time and date set for the bid opening will not be considered.
 - (b) Modifications in writing received prior to the time and date set for the bid opening will be accepted.
 7. Clarification or Objection to Bid Specifications
 - (a) If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or any other bid documents of any part thereof, he may submit to the Public Works Director, Robert M Rivera via email riverar@cityofnewportrichey.org on or before five days prior to scheduled opening a request for clarification. All such request for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving an Invitation to Bid. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this bid must be filed in writing with the Public Works Director, Robert M Rivera on or before five days prior to scheduled opening.
 8. Discounts
 - (a) Bidders may offer cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices.
 - (b) In connection with a discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.
 9. Samples
 - (a) Samples, when required, must be submitted within the time specified at no expense to the City. If not destroyed or used up during testing, samples will be returned upon request at the bidder’s expense. Each individual sample must be labeled with the bidder’s name and manufacturer’s brand name and number.
 10. Award of Contract
 - (a) The contract will be awarded to the lowest responsible bidder whose bid, conforming to the invitation to bid, is most advantageous to the City, price and other factors considered.
 - (b) The City reserves the right to accept and award item by item, and/or by group, or in aggregate, unless the bidder qualifies his bid by specific limitations.
 - (c) If two or more bids received are for the same total amount or unit price, quality and service being equal, the contract shall be awarded to a local bidder.
 - (d) Prices quoted must be FOB with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
 11. Delivery
 - (a) Deliveries are to be FOB Destination unless otherwise stated in the Invitation to Bid.
 - (b) Deliveries are to be made during regular business hours.
 12. Conditions of Material and Packing
 - (a) All items furnished must be new and free from defects. No other will be accepted under the terms and intent of this bid. All containers shall be new and suitable for storage or shipment, and price bid shall include standard commercial packaging.
 13. Claims
 - (a) Successful Bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.
 14. Local, State and Federal Compliance Requirements
 - (a) Bidders shall comply with all local, state and federal directives, orders, and laws as applicable to this bid and subsequent contract(s) including but not limited to: (1) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246, as applicable to this contract. (2) Minority Business Enterprise (MBE), as applicable to this contract. (3) Occupational Safety and Health Act (OSHA), as applicable to this contract.

15. Provisions for other Agencies
 - (a) Unless otherwise stipulated by the bidder, the bidder agrees when submitting his bid to make available to all City Agencies and Departments, the bid prices he submits, in accordance with the bid terms and conditions, should any said department wish to buy under this proposal.
16. Collusion
 - (a) The bidder, by affixing his signature to this proposal, agrees, to the following: "Bidder certifies that his bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same items and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action
17. Variance in Conditions
 - (a) Any and all special conditions and specifications attached hereto which vary from General Condition shall have precedence.

Section B Material or Services Required Date _____

Submit Bids To: City of New Port Richey 5919 Main Street New Port Richey, Florida 34652-2785 City Clerks Office		INVITATION TO BID City of New Port Richey Purchasing Department	
Bid Title Water Treatment Chemicals		Type	Bid No. 17-008
Page 4 of 5	Bids will be opened March 14, 2017 2:00 pm and may not be withdrawn for 90 days after such date and time.		Issue Date
Additional information City of New Port Richey			City Clerk Judy Myers

Advertised Date _____ File Number _____

Submitted By: (company name) Capitol Foundry of Virginia, Inc. Authorized by: Lewis S. Corr Jr.
 2856 Crusader Circle (manual signature required)
 Virginia Beach, VA 23453 Name and Title Lewis S. Corr Jr., President

Quantity	Description	Amount Each	Total
780	Model "C" Rainstopper	125.00	97,500.00
90	Model "M" Rainstopper	125.00	11,250.00
1	Delivery (Total Shipment)	freight included in above prices	0
Prices Firm <u>365</u> Days (90 minimum)			
Grand Total			108,750.00

We, Capitol Foundry of Virginia, Inc. (company name), the above signed, making any other proposal, or who otherwise would make a proposal, and agree to furnish in strict accordance with all Federal Regulatory Measures and also with these written specification, which consist of this form and all attached documents and general condition as shown in Section A. Florida statute #287.087 requires certification by all bidders indicating that they Do or Do Not have Small/Minority Business Status : Yes _____ No X This firm is classified as a small business under SBA Regulations Yes _____ No X The firm is minority owned and controlled Yes _____ No X If minority owned/controlled submit details as to the minority.

NOTE: Rainstoppers quoted above are manufactured by Southwestern Packing and Seals, Inc. and are in full compliance with the specifications.

This form must be completed and submitted to the City of New Port Richey, City Clerk's Office by 2:00 P.M. February 20, 2017 **Note: Bids are due the day before Opening**

- 1.) Right to Protest
 - a) Any actual bidder who is aggrieved in connection with the solicitation or award of a contract may seek resolution of his/her complaints initially with the Finance Director, and if not satisfied, with the City Manager.
 - b) A protest with respect to the specifications of any invitation for bid or request for proposal shall be **in writing five (5) work days prior to the opening of bids**. Protests with respect to award of contract shall be submitted in writing within five (5) work days of the notice of intent to award.
- 2.) Protest Procedure
 - a) The protesting person or firm must submit in writing his/her (its) formal protest within five (5) work days of the notice of intent to award a contract. The written protest must specifically cite the portion of the code, statute or contract provision which was allegedly violated. Oral protest will not be accepted.
 - b) The Finance Director shall respond to the formal written protest within five (5) business days of receipt. The Finance Director's response will be fully coordinated with the appropriate Department Director and City Manager.
 - c) If the protestor is not satisfied with the response from the Finance Director, he/she may then submit in writing within (5) five work days of receipt of that response his/her reason for dissatisfaction. Along with copies of his/her original formal protest letter and the response from the Finance Director to the City Manager.
 - d) The City Manager, as Purchasing Agent of the City, will respond to the protestor within ten (10) work days of receipt of the appeal.
 - e) If the protestor is not satisfied with the response from the City Manager he/she may submit in writing within five (5) work days of receipt of that response his/her reason for dissatisfaction. Along with copies of his/her original formal protest letter and the response from the City Manager to the City Clerk for placement on an agenda of the City Council. The City Council will undertake consideration of the protest at its next regularly scheduled meeting and the City Council will make the final decisions on the matter of protests.
- 3.) Stay of Procurement During Protest
 - a) In the event of a timely protest, the Finance Director shall not proceed with the solicitation or award of contract until all administrative remedies have been exhausted or until the City Manager makes written determination that the award of contract without delay is necessary to protect the best interest of the City.
- 4.) Exception in Case of Emergencies
 - a) In the event that the City must undertake purchase of goods or services in order to meet in an emergency as set forth in section 2-161 of the City Code, then in that event the bid protest procedure shall be inapplicable.

2/22/2017

Sanitary Sewer Manhole Inserts Specification**1. GENERAL REQUIREMENT**

- 1.1 **General:** The intent and purpose of this specification document (the "Specification") is for the Contractor to furnish and deliver (780) Model "C" Stainless Steel "Rainstopper" inserts with stainless steel handle, relief valve, and gasket and (90) Model "M" Stainless Steel "Rainstopper" inserts with stainless steel handle, relief valve, and gasket. One delivery charge included for all material. The Rainstopper insert and components shall be manufactured of materials resistant to corrosion from atmospheres containing hydrogen sulfide and dilute sulfuric acid.
- 1.2 **The Insert:** The insert body shall be manufactured of 304 stainless steel with a thickness of not less than 18 gauge. The insert shall have straight side design to allow a loose fit into ring for easy removal. The insert manufacturer must furnish a "load test verification" showing a load test failure in excess of 3000lbs. For added strength, no less than three (3) ribs shall be stamped in bottom of the dish.
- 1.3 **The Gasket:** The gasket shall be extruded onto the stainless dish with a synthetic elastomer having the following physical properties:
- Tensile Strength 335 psi - ASTM D 412
 - Elongation 400 - 600% - ASTM D 412
 - Shore Hardness: 25 Shore A - ASTM2 D2240
 - Adhesion to Stainless: 580 psi - ASTM D4541/D7234
- 1.4 **The Relief Valve:** The gas relief valve shall be designed to release at a pressure of .5 to 1.5 psi and have a water leak down rate no greater than 5 gallons per 24 hours. The valve shall be installed in the insert by means of a hole tapped in the insert by the manufacturer. The valve shall be made of nitrile for the prevention of corrosion from contact with hydrogen sulfide, dilute sulfuric acid and other gases associated with wastewater collection systems.
- 1.5 **The Handle:** The dish shall have a handle of 3/16" plastic coated stainless steel cable installed on the body of the dish. The handle shall be attached with a #6 high-grade stainless steel rivet. The cable shall be braided in a manner which resist cutting with common bolt cutters. The cable terminal and eye shall be stainless steel.
- 1.7 **Manhole Frames:** Manhole frame sizes vary and the City will provide the successful bidder with specific dimensions and number of required inserts for each manhole frame size. Maximum insert outside diameter will not exceed 26.5 inches nor be less than 23 inches. Most frames have an outside diameter of 23.5 inches with a clear opening of 21.5 inches.
- 1.6 **Award:** Award will be made to the lowest responsible and responsive bidder meeting the

Specification; price, product quality, previous performance, reliability and other factors to be considered. The City of New Port Richey will not be responsible for any transactions between the successful bidder(s) and any public entity that may elect to utilize this bid.

2. BIDDER QUALIFICATION / SUBMITTALS

2.1 Definition: For purposes of this Bid, the term "Bidder" shall be defined as the company submitting a bid to the City of City of New Port Richey.

3. COMMERCIAL CONDITIONS

3.1 Term: The initial term of the contract for the inserts shall be for one (1) year ("Initial Term") with up to one (1) year renewal period. The renewal period is subject to mutual agreement and approval by both City of New Port Richey and the Contractor. The effective date of service under this supply agreement shall be approximately March 7, 2017.

3.2 Pricing: All pricing shall be in terms of a price per insert (freight shall be included as a one-time fee). The price of the inserts shall be fixed for the Initial Term of this agreement and shall not be subject to any price escalation or fuel surcharges (the "Base Price"). The City of New Port Richey may consider price increases for the renewal period based on verifiable changes in the marketplace.

3.3 Payment Terms: NET 30 days.

4. DELIVERY REQUIREMENTS

4.1 Delivery time of day shall be 7:00 a.m. to 3:30 p.m. Monday through Friday excluding Holidays.

4.2 Product must be delivered four (4) weeks upon signature execution contract.

5. DELIVERY LOCATION

5.1 Delivery location is the New Port Richey Public Works Operations Center 6132 Pine Hill Road Port Richey Florida 34668.

Robert Acunzo

Notary Public

My Commission Expires: 03-31-2019

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted with Bid, Proposal or Contract No. ITB-17-008
for Sanitary Sewer Manhole Inserts
2. This sworn statement is submitted by Capitol Foundry of Virginia, Inc.
(name or entity, submitting sworn statement)
whose business address is 2856 Crusader Circle
Virginia Beach, VA 23453 and
(if applicable) its Federal Employer Identification Number (FEIN) is 54-1026366

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Lewis S. Corr Jr. and my relationship to the
(please print name of individual signing)
entity named above is Company President

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 or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "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, nonjuring 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 ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding

contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

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

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

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

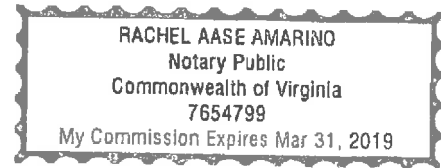
_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed in the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

By Lewis S. Corr Jr. (signature)

Date: March 7, 2017

STATE OF Virginia
City Virginia Beach
COUNTY OF Virginia Beach



PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Lewis S. Corr Jr. who, after first being sworn by me, affixed his/her signature
(name of individual signing)

in the space provided above on this 7 day of March, 2017.

Rachel Aase Amarino

NOTARY PUBLIC

My commission expires: 03-31-2019

DRUG-FREE WORKPLACE

Florida Statutes on Drug-Free Workplace Programs:

In case of tie bids, preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug free certification form below must be signed and returned with your bid.

DRUG-FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

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.

Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.

In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

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.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

VENDOR NAME: Capitol Foundry of Virginia, Inc. BID NO: ITB-17-008

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements

Lewis S. Corr Jr Vendor's Signature

STATE OF: Virginia

~~CITY~~ Virginia Beach
~~COUNTY~~ OF: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Lewis S Corr Jr

who, after first being sworn by me, affixed his/her signature in the space provided above on this 7 day of March, 2017.

Rachel A. Amarino
Notary Public
03-31-2019
My commission expires





NEW PORT RICHEY

5919 MAIN STREET • NEW PORT RICHEY, FL 34652 • 727.853.1016

ADDENDUM NUMBER ONE (1)

To the Invitation to Bid (ITB No. 17-008)

City of New Port Richey

Invitation to Bid - Sanitary Sewer Manhole Inserts

To all Respondents:

The following questions have been received in writing, up to (5) days prior to the opening of the bid. Answers to those questions have been issued in the form of this addenda.

1. Clarification requested on Model "C" and "M" Rainstopper.
 - a. "Rainstopper" is the brand that shall be accepted in this bid.
 - b. Model "C" dimensions are as follows:
 - i. Bottom Cross Section: 21 3/8"
 - ii. Top Cross Section: 23 1/8"
 - iii. Pan Depth: 3", Lip Width: 3/4"
 - c. Model "M" Dimensions are as follows:
 - i. Bottom Cross Section: 18 1/4"
 - ii. Top Cross Section: 22"
 - iii. Pan Depth: 4 1/2", Lip Width: 1"

All respondents shall acknowledge receipt and acceptance of Addendum No. 1 by emailed response. This addendum must be signed and included when submitting bid. All invitations to Bid submitted without acknowledgement of the Addendum No. 1 will be considered incomplete.

Acknowledgement Signature _____

Laura S. Connors

Robert M. Rivera
Public Works Director
City of New Port Richey

Date: 3/7/2017