

Attachment 1

City of Oviedo, Florida

Public Works Engineering Department

Invitation to Bid (ITB) # 21-05



Sewer Pipe Inspection System

February 7, 2021

Mayor: Megan Sladek

Council Member: Keith Britton

Council Member: Judith Smith

Deputy Mayor: Bob Pollack

Council Member: Jeff Boddiford

City Manager: Bryan Cobb

Public Works Director: Bobby Wyatt, P.E.

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INVITATION TO BID (ITB)

City of Oviedo
Purchasing Division
400 Alexandria Blvd
Oviedo, Florida 32765

ITB NO. 21-05

OPENING TIME: **2:00 PM EST**

OPENING DATE: March 10, 2021

Email: purchasing@cityofoviedo.net

YOU ARE INVITED TO BID ON THE FOLLOWING:

SEWER PIPE INSPECTION SYSTEM

SEE ATTACHED SPECIFICATIONS

FOB Point: City of Oviedo

Terms of Payment: Net 30 days upon acceptance and delivery of invoice

Bid must be received in the Purchasing Office, 400 Alexandria Boulevard, Oviedo, Florida 32765, before:

Time: 2:00 P.M. EST, March 10, 2021

Bids will be immediately opened after the Bid Due Date and Time.
You are invited to be present.

State of Florida Tax Exemption Number is
85-8013573053C-0

Date: February 7, 2021

GENERAL CONDITIONS

EXECUTION OF BID: Bid must contain a manual signature of an authorized representative in the space provided.

SEALED BIDS: All Bids must be submitted in a sealed envelope. The face of the envelope will contain the date and time of the bid opening and the bid number. Bids not submitted on the City's bid forms may be rejected. All bids are subject to the conditions specified herein and on any attached sheets, specifications, special conditions or vendor notes. Any changes to the bid document pricing must be in ink and must be initialed.

NO BID FORM: In the event you elect not to bid this requirement, respond by returning this form, marking it "NO BID" and the reason therefore. Repeated failure to quote without sufficient justification may be cause for removal of the supplier's name from the bid list. NOTE: To qualify as a respondent, bidder must submit a "BID" or "NO BID" and it must be received no later than the stated bid opening date and time.

BID OPENING: Shall be public, on the date and at the time specified on the bid form. It is the bidder's responsibility to assure that their bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered, shall be returned to the bidder unopened. Offers by telephone or facsimile cannot be accepted.

PRICES, TERMS, and PAYMENT: All prices must be firm for the delivery schedule quoted herein. Bids stipulating "Price in effect at time of shipment" or other similar conditions will be considered not responsive to the bid invitation and will not be accepted. All prices shall be quoted F.O.B. delivered to any City of Oviedo Department unless otherwise stipulated in the bid invitation. Bidder is requested to offer cash discount for prompt invoice payment. It is the policy of the City of Oviedo to make payments of invoices in time to earn any offered cash discounts. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of a correct invoice at the Finance Department office, whichever is later.

TAXES: The City of Oviedo does not pay Federal excise and State sales taxes. Our tax exemption number is 85-8013573053C-0 and is also listed on all of our Purchase Orders.

POLITICAL SUBDIVISIONS: Under Florida Law, prices contained in State Contracts shall be available to the City of Oviedo, who might wish to purchase under a State Purchase Contract. The City of Oviedo therefore reserves the right to purchase any commodities from a State Purchase Contract, a Sicop Bid, or any other State or Local Governmental entities bid or contract, if in the best interest of the City.

MISTAKES: Bidders are expected to examine the specifications, delivery schedules, bid prices, and all instructions pertaining to supplies and services. Failure to do so will be at bidders' risk.

CONDITION AND PACKAGING: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

SAFETY STANDARDS: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under.

INVOICING AND PAYMENT: The supplier shall be paid upon submission of invoices to the Finance Department, City of Oviedo, 400 Alexandria Blvd, Oviedo, Florida 32765. Invoices are to be billed at the prices stipulated on the Purchase Order and as outlined in this bid. All invoices must show the City of Oviedo Purchase Order Number.

CONFLICT OF INTEREST: The award hereunder is subject to Chapter 112, Florida Statutes. All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the City of Oviedo. Further, all bidders must disclose the name of any City of Oviedo employee who owns, directly or indirectly, any interest of ten percent (10%) or more of the bidders firm or any of its branches. Gifts from bidders to Employee's or Employee's families are strictly prohibited per Florida Statutes 112.313 and 112.3148.

PUBLIC RECORDS: The Contractor agrees to fully comply with all State laws relating to public records. In order to comply with Section 119.0701, Florida Statutes, the Contractor must: (1). Keep and maintain public records required by the City to perform the service, (2). Upon request from the City's custodian of public records, provide the public with a copy of the public records requested or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law, (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City, (4) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor 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 information technology systems of the City, and (5). If the Contractor does not comply with a public records request, the City shall enforce any and all Agreement provisions in accordance with this Agreement and the Contractor shall be subject to all rights and remedies of the City and the public under controlling State law.

A request to inspect or copy public records relating to this Agreement must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Contractor of the request, and the Contractor must provide the records to the City or allow the records to be inspected or copied within a reasonable time. Failure by the Contractor to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the City. The Contractor shall promptly provide the City with a copy of any request to inspect or copy public records in possession of the Contractor and shall promptly provide the City with a copy of the Contractor's response to each such request.

The Contractor agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (CONTRACTOR'S) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 971-5504, BARBARA BARBOUR, MMC, CITY CLERK, CITY HALL, CITY OF OVIEDO, 400 ALEXANDRIA BOULEVARD, OVIEDO, FLORIDA 32765, BBARBOUR@CITYOFOVIEDO.NET.

TITLE VI NON-DISCRIMINATION: No person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Florida Civil Rights Act of 1992 and other nondiscrimination authorities, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination or retaliation under any program or activity of the City of Oviedo. To view the City's Nondiscrimination Policy, Plan and Procedures, visit the City's web page at www.cityofoviedo.net.

AWARDS: As the best interest of the City of Oviedo may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers: to reject any bids or waive any informality or technicality in bids received. Vendors who are awarded contracts are asked to extend the same pricing and conditions to other entities who may want to "piggy-back" a City of Oviedo Bid or Request for Proposal.

INSPECTION, ACCEPTANCE, and TITLE: Inspection and acceptance will be at destination unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the shipper (vendor) until accepted by the using department of the City of Oviedo, unless loss or damage results from negligence by the City of Oviedo or its Departments.

DISPUTES: In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City of Oviedo City Manager shall be final and binding on both parties.

LEGAL REQUIREMENTS: Federal, State, County and local laws, ordinances, rules and regulations that in any manner effect the item(s) covered herein apply. Lack of knowledge by the bidder will in no way be cause for relief from responsibility.

LIABILITY: The vendor shall hold and save the City of Oviedo, its officers, agents and employees harmless from liability of any kind in the performance of or fulfilling the requirement of the Purchase Orders which may result from this bid.

CANCELLATION: This agreement may be terminated in whole or in part in writing by either party with 30 days' notice in the event of substantial failure by the other party to fulfill its obligations under this agreement through no fault of the terminating party.

NOTE: ANY AND ALL SPECIAL CONDITIONS ATTACHED HERETO, AND AGREEMENTS ENTERED INTO AS A RESULT OF THIS BID WHICH VARY FROM THESE GENERAL CONDITIONS, SHALL HAVE PRECEDENCE.

END OF SECTION

PUBLIC ENTITY CRIME INFORMATION STATEMENT

All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

All vendors who submit a Bid or Request for Proposal to the City of Oviedo, are guaranteeing that they have read the previous statement, and by signing the bid documents, are qualified to submit a bid under Section 287.133, (2)(a) Florida Statutes.

END OF SECTION

INSTRUCTIONS TO BIDDERS/PROPOSERS

A. Official Bid Documents: The City of Oviedo Purchasing Division is the official source to obtain information relating to City solicitations. Interested firms may download all documents pertaining to this solicitation from the City of Oviedo Purchasing Division website. All documents are posted utilizing an online bid management system, VendorLink. Vendors are encouraged to register with VendorLink to download all solicitation documents. There is no charge to register with VendorLink or to participate in the solicitation. Vendors may also make an appointment with the City of Oviedo Purchasing Division to obtain solicitation packages, addendum, award information, and/or other documents.

It is the responsibility of the prospective respondents to check the City of Oviedo, Purchasing Division website, for new and current solicitations, addenda, and other important information. Although not required, it is recommended that firms register and maintain their registration with VendorLink at www.VendorLink.com.

B. Preparation of Bids:

1. The Bidder is solely responsible for reading and completely understanding the bid documents and attachments (if any). Failure to do so will be at the Bidder's risk.
2. Bids must be submitted on the attached Bid Form. The Bid Form is a mandatory form to ease bid tabulation and analysis; however, it can be accompanied by additional supportive forms. Bids submitted in any other format will be disqualified.
3. Each Bidder will furnish the information required on the Bid Form and each accompanying sheet thereof on which he makes an entry. All prices and blank spaces in the Bid Form and accompanying sheets must be filled in legibly and correctly in ink or type written. **Do not** use pencil when inserting prices.
4. Complete all forms and attach proof of registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. The awarded firm shall be registered through Sunbiz as doing business in the State of Florida.
5. All items quoted must be in compliance with all specifications.
6. No erasure permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by the person signing the bid. No white-out or any other form of correction fluid shall be used.
7. Please quote lowest price at which you will furnish the goods and/or services listed and check your prices before submission of bids, as no change in prices will be allowed after bid opening.

8. Contractors are not required to provide prices for all services listed, but are encouraged to provide bids for any services listed which they are interested in supplying.
9. Bid prices shall remain firm for a period of sixty (60) days in order to allow the City adequate time to evaluate the bids.
10. As officer or representative who has official authorization to sign bids **MUST** sign the Bid Form. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signatures must be fulfilled. If the bid is made by an individual, he must sign his name therein and state his business address and the name and address of every other person interested in the bid as principal. If the bid is made by a firm or partnership, its name and business address must be stated as well as the name and address of each member of the firm or partnership. If the bid is made by a corporation, the bid must be signed by an authorized officer or agent, subscribing the name of the corporation with his own name and affixing the corporation seal.
11. The Bidder is responsible for making sure that any and all addenda have been received prior to submission of the bid.

C. Questions and Inquiries Relating to Bid:

1. Every request for interpretations or corrections, whether technical or general in nature, **must** be in writing only by mail or e-mail to:

Purchasing Department
City of Oviedo Purchasing Department
400 Alexandria Boulevard
Oviedo, FL 32765
E-mail: purchasing@cityofoviedo.net
2. These inquiries must be received in the Purchasing Department no later than February 23, 2021 at 10:00 a.m. in order to provide adequate response time to queries and issue an addendum, if necessary.
3. Questions concerning the specifications will be forwarded by this office to the appropriate requesting department/division. Prospective Bidders are not to contact any member of the City of Oviedo staff or officials other than the above specified contact person unless explicitly authorized by this office.
4. All questions received will be answered in the form of an addendum issued after the question deadline.

D. Addenda:

Any clarification/changes will be through written addendum only issued by the City. The following information applies:

1. No interpretation of the meaning of the bid documents, attachments (if any), or any other related documents, nor correction of any apparent ambiguity, inconsistency or error therein, will be made to any Bidder orally.
2. All Corrections, interpretations and supplemental instructions will be in the form of written addenda to the bid documents which will be available through the DemandStar.com system.
3. The Bidder is responsible for making sure that any and all addenda have been received prior to submission of the bid. In case any Bidder fails to acknowledge receipt of any such addendum in the space provided on the Bid Form, the bid will nevertheless be construed as though the addenda have been received and acknowledged, and the submission of the bid will constitute acknowledgment of the receipt of the addenda.
4. Only the interpretation or correction given by the Purchasing Department or authorized representative, in writing, will be binding, and prospective Bidders are warned that no other source is authorized to give information concerning, explaining or interpreting the bid documents.

E. Submission of Bids:

1. This bid **must** be received in the Purchasing Office, City of Oviedo, **no later than 2:00 p.m, March 10, 2021.**
2. Bids and modifications thereof will be enclosed in a sealed package, with the Bid Form, any other required forms, and each accompanying sheet on which an entry has been made by the Bidder. The sealed package is to be mailed or delivered to the City of Oviedo Purchasing office using the Bid Label Form provided in Exhibit B.

It is the Bidder's responsibility to assure that the bid is properly addressed using the label provided in Exhibit B and delivered to the following location:

City of Oviedo
Purchasing Office
400 Alexandria Boulevard
Oviedo, FL 32765

3. The City will in no way be responsible for delays in delivery caused by the United States Postal Service, other mail or courier service, delivery to any other City office, traffic, location of facilities or office, or delays caused by any other occurrences. The delivery date and time will be scrupulously observed.
4. Bids will be received and officially recorded as received in the Purchasing office **ONLY**. The time/date stamp located in the Purchasing office will serve as the official authority to determine lateness of any bids.
5. Under no circumstances will bids delivered after the due date and time specified be considered. Bids received after the due date and time will be disqualified as late bids and will not be recorded as a responding Bidder. Late bids will be returned to the Bidder unopened.
6. **Do not return the entire bid package.** Only the Bid Form, any other required forms and each accompanying sheet on which an entry has been made by the Bidder should be returned in the sealed package.
7. To facilitate the evaluation process, each bidder is to submit the bid in duplicate (original Bid Form, marked original with attachments and one copy of the Bid Form and all attachments.) Please provide a copy of your bid on CD or flash drive.
8. By submitting a Bid, the bidder certifies they have fully read and understands this Invitation to Bid and certifies full knowledge of the scope, nature, quantity and quality of work to be performed, and detailed requirements of the services to be provided and the conditions under which services are to be performed.
9. An unsigned bid is not a valid offer, therefore, failure to sign in the space provided on the Bid Form will result in the bid being considered non-responsive and the bid rejected. It is not a minor technicality which the City reserves the right to waive.

F. Withdrawal or Correction of Bids:

1. Bids may be withdrawn or corrected prior to the due date and time by written request by the Bidder and received by the Purchasing office before the time for receiving bids has expired. Written requests hand delivered to the Purchasing

office may also require identification, such as a business card and/or driver's license.

2. After the bid due date and time, a Bidder cannot withdraw or correct a bid. Negligence on the part of the Bidder in preparing a bid is not grounds for withdrawal or modification of a bid after the bid due date and time and the bid submitted must be in force for 60 calendar days after opening. Bidders may not assign or otherwise transfer their bid.

G. Bid Opening:

Bids will be publicly opened and read in Council Chambers, City Hall, 400 Alexandria Boulevard, Oviedo, Florida, 32765 at 2:00 p.m., March 10, 2021 or as soon thereafter as possible.

H. Evaluation of Bids:

Awards shall be made to the lowest, responsive responsible bidder whose bid is determined to be the most advantageous to the City, taking into consideration the evaluation factors set forth below:

- A. Price
- B. Experience of company
- C. References
- D. Location of Business
- E. Prior contract performance with the City of Oviedo
- F. Delivery/Completion Date
- G. Such other information as may be requested or secured.

I. Bid Award:

This bid will be awarded in whole based on the apparent low bidder. The City of Oviedo reserves the right to accept or reject any or all bids which they may deem to best serve the interest of the City and the City reserves the right to waive technicalities or informalities.

END OF SECTION

SPECIAL CONDITIONS

A. Representation and Warranties of the Contractor:

The Contractor(s) represents and warrants to the City:

1. They have been in the business of supplying and maintaining self-propelled inspection camera systems and equipment for a minimum of three (3) years.
2. They can provide to the City references of three (3) commercial and/or governmental accounts.
3. They have a sufficient number of employees and equipment necessary to effectively and efficiently perform the work defined herein.
4. They have the financial resources and equipment to perform this contract.
5. They are able to deliver the SEWER PIPE INSPECTION SYSTEM within the contract time stated in this ITB and subsequent Work Order.

B. Manner of Performance:

1. The Contractor shall begin project order within fourteen (14) calendar days after the issuance of the Purchase Order and shall complete and deliver the system within One Hundred and Fifty (150) Days from the issuance of the purchase order to Contractor.
2. The Contractor(s) shall perform all its obligations and functions under this agreement in accordance with all terms, conditions, and specifications laid forth by the City.
2. The Contractor(s) will abide by all State and Federal Regulations on wages and hours of an employee.
3. The Contractor(s) shall be responsible for all its employees and their conduct and actions during the term of this contract with the City of Oviedo.
4. Contractor understands that time is of the essence in the performance of this Contract and will work diligently to deliver materials and equipment within the time stated in the work order.
5. All deliveries shall occur between the hours of 7:00am and 3:00pm.
6. The Contractor(s) shall keep current all licenses and permits whether Municipal, County, State, or Federal required for the performance of its obligations and functions hereunder and shall pay promptly when all fees become due.

7. Contract price shall include delivery, staff training, and a one year “bumper to bumper” warranty to include all parts and labor.

D. Effectiveness and Duration:

1. Required services and equipment orders will be specifically enumerated, described and depicted in Work Orders and Purchase Orders authorizing the purchase of the specific materials, equipment and/or services.
2. Any change order requests must be presented to the Public Works Director in writing, on company letterhead. If the Public Works Director concurs with the adjustment, the request will be presented to the City Manager and/or City Council who may approve or deny the request. Any approval of such change will be in the form a revised purchase order issued by the City’s Finance Department.

END OF SECTION

SPECIFICATIONS

SPECIFICATIONS FOR SELF-PROPELLED INSPECTION CAMERA SYSTEM

INTENT: The following general and detailed specifications are to describe the minimum requirements of a Heavy-Duty Self-Propelled Inspection Camera System mounted in a Ford Transit T-150. Brand names, makes and model numbers contained herein are for reference only in establishing features, level of quality and durability that the City will accept as a minimum. The City, at its sole discretion, reserves the right to reject any and or all bid proposals and award the bid to the most responsive/best bidder, that in its opinion, meets or exceeds the minimum specifications and requirements herein listed.

VEHICLE

Current Model Year Ford Transit T-150 130" Wheelbase, medium roof

INTERIOR

Vehicle shall be equipped with a flat load floor and wall panels.

- 1.1 Vehicle shall contain a Control Console for the Computer, Printer, Chair, and storage.
- 1.2 Vehicle shall be equipped with a Solid partition between the work and cargo area.
- 1.3 Vehicle shall be equipped with a 1500W inverter and shore power port to the outside of the vehicle.
- 1.4 Vehicle shall contain a 32" supplemental Monitor mounted on the interior and another 22" monitor on the rear door.
- 1.5 Vehicle shall have a 12V 10 Gallon washdown system will be mounted in the rear work area.
- 1.6 Vehicle shall have a 12V Floor Mounted Boom will be installed at the rear for lifting camera equipment.

COMPUTER AND SOFTWARE

Minimum Required Intel® Core™ i7-8550U (1.8 GHz, up to 4 GHz, 8 MB cache, 4 cores)+NVIDIA® GeForce® MX150 (2 GB GDDR5 dedicated) 8 GB DDR4-2400 SDRAM (2 x 4 GB) Intel® 802.11b/g/n/ac (2x2) Wi-Fi® and Bluetooth® 4.2 Combo Full-size backlit island-style keyboard with integrated numeric keypad Windows 10 Pro 64 DVD-Writer 1 TB 7200 rpm SATA; 16 GB PCIe® NVMe™ Intel® Optane™ 16 GB PCIe®

- 2.1 Pipe Section Inspection Coding Reporting Software Record Video, Utilize PACP/Coding Standards Reports,

SELF PROPELLED INSPECTION CAMERA SYSTEMS

The System described herein consists of one (1) new Mobile Pipe Inspection System with two (2) Tractor/Camera systems to record pipe conditions in relined 6" to 18" and 8" to 40" pipes.

CRAWLER/CAMERA

- 3.1 Crawler body shall be constructed of anodized die cast aluminum with stainless steel hardware.

- 3.2 The Crawler body shall house lithium batteries capable of powering the crawler for a run time of eight (8) hours and with a 90-minute recharge cycle.
- 3.3 The Drive Unit of the crawler shall consist of a Planetary Gear motor two (2) pieces coupled to a magnetic drive powering the wheels, eliminating the need for lubrication.
- 3.4 Crawler body shall be O-Ring sealed with leak detection sensors as well as incline and rollover warning sensors.
- 3.5 Crawler shall not require a pressure charge of any kind to the body of the crawler.
- 3.6 Crawler shall have an underwater depth rating of at least 164 feet.
- 3.7 Crawler shall have 4-wheel steering with a turning radius of zero 0 inches. Crawler to be capable of accepting different size tires and/or tracks.
- 3.8 Crawlers Shall be equipped with rubber wheels, carbide wheels, track sets and wheel spacers.

CAMERA HEAD

- 4.1 Camera housing shall be anodized aluminum with stainless steel hardware.
- 4.2 Camera lens shall be sapphire.
- 4.3 Camera head shall have infinite pan and zoom with 280-degree tilt.
- 4.4 Camera head shall have dimmable shadowless LED lighting.
- 4.5 Camera shall be color with 530 TVL on the monitor, 1.0 lux, auto-shutter, auto/manual focus and 10X Optical and 12X digital magnification.
- 4.6 Camera shall be attached to the Crawler body by plugging into a receiver port and tightening retainer clamps.
- 4.7 Camera head shall be raised and lowered by a powered elevator system with a worm gear drive.

POWER REEL

- 5.1 Industrial IP68 ruggedized reel powered by lithium ion batteries.
- 5.2 Reel motor shall have an Emergency kill switch.
- 5.3 Reel shall incorporate a digital footage counter with readout to be displayed on hand-held controller.
- 5.4 Reel shall be equipped with 1300 feet of tether.
- 5.5 Tether shall be a maximum diameter of .24" with a polyurethane outer jacket and embedded synthetic fibers with a thousand (1,000) pound break strength.
- 5.6 Tether shall be four (4) conductors.

CONTROLLER

- 6.1 Controller shall be splash/weatherproof.
- 6.2 Controller screen to be scratch resistant with a display to include: footage, camera incline degrees vertical and horizontal, speed of crawler, power remaining, rollover warning, leak detection and light indicator for the crawler.
- 6.3 Controller shall be handheld with two (2) joysticks; one to control camera pan and tilt and one to control crawler direct, left, right, forward and reverse.
- 6.4 Controller finger tabs shall control exposure, zoom, focus, lights (on/off) and dimmer.
- 6.5 The Controller shall have a setting for crawler to be put into cruise control.

- 6.6 The Controller shall be capable of setting the speed of the crawler.
- 6.7 The Controller shall be equipped with a microphone and DVR and SD cards for recording inspections.

OPTIONS

The following is a list of optional accessories to be quoted for possible add-on or that may be purchased in the future:

- 1. Extended one (1) year Warranty for parts and labor.
- 2. Service contract to service the equipment Quarterly every 12 months.

END OF SECTION

BID FORM (Page 1 of 2)

To: City of Oviedo, Purchasing Department
400 Alexandria Boulevard
Oviedo, FL 32765

The undersigned hereby declares that after carefully examining these bid documents, they are fully aware of all conditions affecting such work/items, for which bids were advertised to be returned by March 10, 2021 and does hereby submit the following bid for completion of said work/item.

The undersigned hereby certifies that all information contained in this Invitation to Bid is truthful to the best of their knowledge and belief and further certifies that they are duly authorized to submit this bid on behalf of the contractor as its act and deed and that the contractor is ready, willing and able to perform if awarded this Bid.

The City reserves the right to accept any or all bids, to waive informalities, and to reject all or any part of any bid as they may deem to be in the best interest of the City.

This Bid Form is a mandatory form to ease bid tabulation and analysis; however, it can be accompanied by additional supportive forms. An officer or representative who has official authorization to sign bids **MUST** sign this Bid Form. Failure to sign in the space provided below will result in the bid being rejected.

The Bidder hereby acknowledges receipt of the following Addenda, if any:

No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____

The following required information has been completed and is included with the bid submittal:

	<u>Bidder's Initials</u>
1. Bid Form (pages 1-2)	_____
2. Statement of Insurance Compliance	_____
4. Non-Collusion Affidavit	_____
5. Conflict of Interest Statement	_____
6. Disputes Disclosure Form	_____
7. Drug Free Workplace Certification Form	_____
8. List of References	_____

As requested in the Instructions to Bidders, attached is one marked duplicate copy of the original Bid Form and ALL attachments. ____ Yes ____ No (check one)

BID FORM (Page 2 of 3)

<u>BID ITEM NO.</u>	<u>SPECIFICATION REFERENCE #</u>	<u>ITEM DESCRIPTION</u>	<u>BID AMOUNT</u>
1	VEHICLE	2021 Ford Transit T-150 130" Wheelbase, medium roof. Equipped with flat load floor and wall panels	\$
2	INTERIOR	Specifications 1.1 through 1.6	\$
3	COMPUTER AND SOFTWARE,	Specification, including Specification 2.1	\$
4	CAMERA SYSTEM	Self-Propelled Inspection Camera System consisting of one (1) new Mobile Pipe Inspection System with two (2) Tractor/Camera Systems to record pipe conditions in relined 6" to 18" and 8" to 40" pipes.	\$
5	CRAWLER	Specifications 3.1 through 3.8	\$
6	CAMERA HEAD	Specifications 4.1 through 4.7	\$
7	POWER REEL	Specifications 5.1 through 5.6	\$
8	CONTROLLER	Specifications 6.1 through 6.7	\$
TOTAL BID			\$

BID ALTERNATE

9	OPTIONAL BID ITEM	Extended 1 Year Warranty to include parts and labor	\$
10	OPTIONAL BID ITEM	Annual cost for 12-month Service Contract to service equipment quarterly	\$
BID ALTERNATE TOTAL			\$

Company Name: _____

Business Address _____

Business Telephone _____

Email address _____

FEIN or SS# _____

Name of Owner/Partner/Officer _____

Title/Position of Owner/Partner/Officer _____

Signature of Owner/Partner/Officer _____

NON-COLLUSION AFFIDAVIT OF BIDDER

STATE OF _____

COUNTY OF _____

_____, being duly sworn, deposes and says that:

1. He/She is _____ of _____, the bidder
Title Company Name
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, has in any way colluded, connived, or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm, or person to fix the price or prices in the attached bid or any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Oviedo, Florida or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

SIGNED _____

TITLE _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 2021.

Notary Public, State of Florida

My Commission

Expires: _____

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

CONFLICT OF INTEREST STATEMENT

STATE OF FLORIDA

CITY OF _____

Before me, the undersigned authority, personally appeared _____, who was duly sworn, deposes, and states:

1. I am the _____ of _____ with a local office in _____ and principal office in _____.
City & State City and State
2. The above-named entity is submitting a Bid for the City of **Oviedo Bid # 21-05** described as:
SEWER PIPE INSPECTION SYSTEM
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.
4. The Affiant states that only one submittal for the above bid is being submitted and that the above-named entity has no financial interest in other entities submitting bids for the same project.
5. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above bid. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
6. Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
7. Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Oviedo.
9. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Oviedo.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Oviedo.

Dated this ____ day of _____, 2021.

(Affiant)

Typed Name and Title

Sworn to and subscribed before me this ____ day of _____, 2021.

Personally Known _____ or produced identification _____. Identification Type: _____

Notary Public-State of _____

Printed, typed, or stamped commissioned name of notary public

My commission expires _____

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.**

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES _____ NO _____

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO _____

Has your firm had against it or filed any requests for equitable adjustment, contract claims, bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO _____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Bid No. , for SEWER PIPE INSPECTION SYSTEM.

Firm

Date

Authorized Signature and Title

Printed or Typed Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.**

DRUG-FREE WORKPLACE CERTIFICATION FORM

IDENTICAL TIE BIDS-In accordance with Florida State Statutes Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, 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 under a bid a copy of the statement specified in subsection 1 above.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 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.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available to whom is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this entire section.

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

Authorized Signature and Title

Date: _____

Printed Name and Title

**** THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.**

REFERENCES

Bidder shall submit as part of the bid package, three (3) business references with the name of the business, address, contact person, telephone number and e-mail address.

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____

Contact Email Address _____

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____

Contact Email Address _____

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____

Contact Email Address _____

**** THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.**

**“NO BID” RESPONSE
TO
INVITATION TO BID**

City of Oviedo, Florida
400 Alexandria Blvd
Oviedo, Florida 32765

If your firm is unable to submit a bid at this time, would you please provide the information requested in the space provided below and return to:

**City of Oviedo
Purchasing Division
400 Alexandria Blvd
Oviedo, Florida 32765**

We have received Invitation to Bid No. _____, opening at _____PM EST on _____(date).

Reason for not bidding:

By: _____
Signature

Name & Title, Typed or Printed

Company Name

EXHIBIT A



CITY OF OVIEDO FLORIDA

400 ALEXANDRIA BLVD • OVIEDO, FLORIDA 32765

407-971-5555 • WWW.CITYOFOVIEDO.NET

WORK ORDER NUMBER: _____

PROJECT: _____

CONTRACTOR/CONSULTANT: _____

Execution of this Work Order by the CITY OF OVIEDO shall serve as authorization of CONTRACTOR/CONSULTANT to provide for the above project, services and work as set out in the documents which are attached and made a part hereof. All services, programs and activities of the CITY are offered and solicited without regard to race, color, national origin, age, sex, religion, disability or family status in accordance with the City's Title VI Nondiscrimination Policy, Plan and Procedure.

CONTRACTOR/CONSULTANT shall provide said services pursuant to this Work Order and its attachment(s) to the CITY which are incorporated herein by reference as if fully set out in its entirety. The terms and conditions set forth on the CITY's website are also fully incorporated herein.

TIME FOR COMPLETION: The work authorized by this Work Order shall be completed within _____ days from the notice to proceed issued by the City OR the date of the issuance of this Work Order.

COMPENSATION: The CITY shall compensate CONTRACTOR/CONSULTANT a fixed fee in the amount of \$_____ (the "Fee") for the goods and services required under this Work Order. CONTRACTOR/CONSULTANT shall perform all work and provide all associated goods as required by this Work Order. In no event, shall CONTRACTOR/CONSULTANT be paid more than the fee set forth above. Compensation shall occur according to the method described in the CITY's terms and conditions listed on the City website.

INDEMNITY: The CONTRACTOR/CONSULTANT shall defend, indemnify and hold harmless the CITY and all of its officials, officers, agents and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the CONTRACTOR/CONSULTANT, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. To the fullest extent permitted by law, CONTRACTOR/CONSULTANT will further hold harmless, defend and indemnify the CITY, its Affiliates and its and their officers, directors, agents, employees, subcontractors and

Contractor's Initials: _____

customers from and against any Claims in any way arising from or related to a failure to Contractor's failure to offer health coverage to Personnel which failure results in the assessment of a penalty against the CITY.

The CONTRACTOR/CONSULTANT recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the CITY when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the CITY in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve the CONTRACTOR/CONSULTANT of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this section of the Agreement.

INSURANCE: The CONTRACTOR/CONSULTANT shall, at its sole cost and expense, procure and maintain throughout the term of this contract, the lines of insurance and minimum policy limits as set forth below, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and name the CITY as a named, additional insured, as well as furnishing the CITY with a certified copy, or copies, of said insurance policies.

Certificates of insurance and certified copies of the insurance policies must accompany this signed contract. Said insurance coverages procured by the CONTRACTOR/CONSULTANT as required herein shall be considered, and the CITY agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the CITY, and that any other insurance, or self-insurances available to the CITY shall be considered secondary to, or in excess of, the insurance coverages(s) procured by the CONTRACTOR/CONSULTANT as required herein.

Nothing herein shall be construed to extend the City's liability beyond that provided in Section 768.28, *Florida Statutes*.

- Workers Compensation/Employer Liability: The CONTRACTOR/CONSULTANT shall provide Worker's Compensation insurance for all employees at limits not less than the following:

\$500,000 Each Accident
\$500,000 Each Employee
\$500,000 Policy Limit for Disease

Contractor's Initials: _____

- General Liability Insurance: The CONTRACTOR/CONSULTANT shall provide coverage for all operations including, but not limited to, contractual, products and complete operations and personal injury at limits not less than the following:

\$1,000,000 Bodily Injury & Property Damage - each occurrence
 \$1,000,000 Personal & Advertising Injury - each occurrence
 \$2,000,000 General Aggregate
 \$2,000,000 Products/Completed Operations Aggregates limit
 \$ 5,000 Medical Payments

- Commercial Business Automobile Liability: The CONTRACTOR/CONSULTANT shall provide complete coverage for owned and non-owned vehicles for limits not less than \$1,000,000 CSL or its equivalent.
- Cyber Liability Insurance: The CONTRACTOR/CONSULTANT shall provide coverage with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR/CONSULTANT in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as direct monitoring expenses with limits sufficient to respond to these obligations.
- Pollution Liability: The CONTRACTOR/CONSULTANT shall provide coverage in the amount of \$1,000,000 for injury and/or property damage claims, applicable to the work being performed, caused by the release of, or the inability to properly manage or guard against the release of, hazardous materials.
- Professional Liability Insurance: The CONTRACTOR/CONSULTANT shall provide coverage in the amount of \$1,000,000 for damages resulting from negligence, misrepresentation, and errors and omissions, applicable to the work being performed.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, The City of Oviedo requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

CONTRACTOR/CONSULTANT agrees to fully comply with all State laws relating to public records. In order to comply with Section 119.0701, *Florida Statutes*, the CONTRACTOR/CONSULTANT must: (1) Keep and maintain public records required by the CITY to perform the service, (2) Upon request from the City's custodian of public records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided

Contractor's Initials: _____

in Chapter 119, *Florida Statutes*, or as otherwise provided by law, (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the CONTRACTOR/CONSULTANT does not transfer the records to the CITY, (4) Upon completion of this Agreement, transfer, at no cost to the City all public records in possession of the CONTRACTOR/CONSULTANT or keep and maintain public records required by the City to perform the service. If the CONTRACTOR/CONSULTANT transfers all public records to the CITY upon completion of this Agreement, the CONTRACTOR/CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR/CONSULTANT keeps and maintains public records upon completion of this Agreement, the CONTRACTOR/CONSULTANT 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 information technology systems of the CITY, and (5) If the CONTRACTOR/CONSULTANT does not comply with a public records request, the City shall enforce any and all Agreement provisions in accordance with this Agreement and the CONTRACTOR/CONSULTANT shall be subject to all rights and remedies of the City and the public under controlling State law.

A request to inspect or copy public records relating to this Agreement must be made directly to the CITY. If the CITY does not possess the requested records, the CITY shall immediately notify the CONTRACTOR/CONSULTANT of the request, and the CONTRACTOR/CONSULTANT must provide the records to the CITY or allow the records to be inspected or copied within a reasonable time. Failure by the CONTRACTOR/CONSULTANT to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the CITY. The CONTRACTOR/CONSULTANT shall promptly provide the CITY with a copy of any request to inspect or copy public records in possession of the CONTRACTOR/CONSULTANT and shall promptly provide the CITY with a copy of the CONTRACTOR'S/CONSULTANT'S response to each such request.

The CONTRACTOR/CONSULTANT agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

IF THE CONTRACTOR/CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S/CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 971-5504, BARBARA BARBOUR, MMC, CITY CLERK, CITY HALL, CITY OF OVIEDO, 400 ALEXANDRIA BOULEVARD, OVIEDO, FLORIDA 32765, BBARBOUR@CITYOFOVIEDO.NET.

Contractor's Initials: _____

The **Effective Date** of this Contract shall be the date of execution by, or on behalf of, the City of Oviedo, Florida.

CONTRACTOR/CONSULTANT

ATTEST

Name: _____

By: _____

Title: _____

Date: _____

CITY OF OVIEDO, FLORIDA, a municipal corporation

ATTEST

Name: _____

By: _____

Title: Department Director/City Manager

Date: _____

SAMPLE

WORK ORDER NUMBER: _____

PROJECT: _____

Reviewed by: Purchasing: _____

Risk Management: _____

Date: _____

Date: _____

EXHIBIT B

The label below has been provided to properly identify your submittal. Proper labeling provides identification and processing of the submittal to avoid opening envelopes / packages until the official date and time of opening.

BID LABEL

Place your submittal in a sealed envelope or package and affix your completed label on the outer surface of the envelope/package. Received submittal envelopes/packages will be time/date stamped and the Purchasing Department will be notified. Received submittals are recorded and are listed in the opening minutes retained by the Purchasing Department. For your convenience, the below label is provided for you.

- Cut out the label and tape it to the outer sealed solicitation envelope or package.



Bid Documents Enclosed

ITB # 21-05: SEWER PIPE INSPECTION SYSTEM

Due: March 10, 2021, 2:00 PM (EST)

From:

Respondent's Name: _____

Respondent's Address: _____

**To: City of Oviedo
Purchasing Department
400 Alexandria Blvd.
Oviedo, Florida 32765**

