



**ADVERTISEMENT/INVITATION TO BID**

The Wellington Council is accepting sealed bids for **ITB # 057-11/ENR Purchase & Delivery of Trophies, Plaques and Medals** for three (3) years with the option to renew for two (2) additional one (1) year periods for the Parks and Recreation Department.

All Bids must be received, one (1) original and one (1) electronic pdf. copy (CD) for a total of (2) complete copies, at the address below in the Clerk's Office, no later than **July 6, 2011 at 1:00 pm**, at which time all Bids will be publicly opened and read. Receipt of a response by any Wellington Office, Receptionist, or personnel other than the Clerk's Office does not constitute "receipt" as required by this solicitation. The Clerk's Office time stamp shall be conclusive as to the timeliness of receipt.

The Owner for the Project is the Village of Wellington, Florida, ("Owner").

Bid Documents may be downloaded from DemandStar at no cost starting on **June 16, 2011**.

No bid may be withdrawn for a period of 120 days after the posting of the recommended award or as otherwise provided in Instructions to Bidders.

All Bids shall be sealed when submitted and be delivered or mailed to:

**Wellington  
Clerk's Office  
12300 W. Forest Hill Boulevard  
Wellington, FL 33414**

**ENVELOPE MUST BE IDENTIFIED AS SEALED BID # 057-11/ENR**

The Owner reserves the right to accept or reject any or all Bids (in whole or in part) with or without cause, to waive technicalities, irregularities or informalities, or to accept bids which in its judgment best serve the Owner.

Any and all questions regarding this solicitation shall be directed to the Wellington Purchasing Division: **Attn: Emma Ramirez 12300 W. Forest Hill Boulevard, Wellington, Florida 33414: Ph 561-791-4021 or email: [eramirez@wellingtonfl.gov](mailto:eramirez@wellingtonfl.gov)**

Palm Beach Post Advertisement:  
June 16, 2011

**BID ACKNOWLEDGEMENT COVER PAGE**

<b>SUBMIT BIDS TO:</b> City of Wellington Attn: Clerk's Office 12300 W. Forest Hill Blvd. Wellington, FL 33414	<b>REFER ALL INQUIRIES TO PRIMARY CONTACT:</b> Purchasing Division 12300 W. Forest Hill Blvd. Wellington, FL 33414 Fax: (561) 791 – 4045 Ph:(561) 791 – 4021	<h1 style="margin:0;">City of Wellington</h1> <h2 style="margin:0;">INVITATION TO BID</h2>
<b>BID TITLE:</b> Purchase & Delivery of Trophies, Plaques and Medals		<b>BID NO:</b> 057-11/ENR

<b>NAME OF FIRM, ENTITY, or ORGANIZATION:</b>				
<b>NAME OF CONTACT PERSON</b>	<b>VENDOR MAILING ADDRESS:</b>	<b>CITY:</b>	<b>ZIP:</b>	<b>STATE:</b>
<b>TITLE</b>	<b>VENDOR HEADQUARTERS ADDRESS (IF DIFFERENT):</b>	<b>CITY:</b>	<b>ZIP:</b>	<b>STATE:</b>
<b>PHONE NUMBER:</b>		<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN):</b>		
<b>EMAIL ADDRESS:</b>		<b>STATE OF FLORIDA BUSINESS LICENSE NUMBER (IF APPLICABLE)</b>		
<b>FAX NUMBER:</b>				
<b>ORGANIZATIONAL STRUCTURE (Please Check One):</b>				
Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> PROPRIETORSHIP <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other <input type="checkbox"/>				
<i>If Corporation, please provide the following:</i>				
(A) Date of Incorporation: _____				
(B) State or Country of Incorporation: Month / Day / Year				
<b>Does your firm accept Visa for payment?</b> Yes <input type="checkbox"/> No <input type="checkbox"/> <b>Note: By checking yes, you authorizing the City of Wellington to</b>				
_____ / _____ / _____				
<b>Name:</b>	<b>First</b>	<b>Middle Initial</b>	<b>Last</b>	<b>SIGNATURE:</b>
_____ / _____				
<b>TITLE (Please Print)</b>			<b>PHONE NUMBER:</b>	
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of this bid and certify that I am authorized to sign this bid for the bidder and that the bidder is in compliance with all requirements of the Invitation to Bid, including but not limited to, certification requirements.				
_____ / _____ / _____				
<b>AUTHORIZED SIGNATURE (MANUAL)</b>		<b>AUTHORIZED SIGNATURE (PRINT OR TYPED)</b>		<b>TITLE (PRINT OR TYPED)</b>

**Purchase & Delivery of Trophies, Plaques and Medals  
Bid # 057-11/ENR**

**1.0 GENERAL CONDITIONS**

**1.1 SEALED BIDS:**

Original copy of Bid Form as well as any other pertinent documents must be returned in order for the Bid to be considered for award. All Bids are subject to the conditions specified herein and on the attached Special Conditions, Specifications and Bid Form.

The completed Bid must be submitted in a sealed envelope clearly marked with the Bid Title and Bid number to the Clerk's Office, Village of Wellington, 12300 W. Forest Hill Blvd. Wellington, Florida 33414 no later than **July 6, 2011 at 1:00 pm.**

**1.2 EXECUTION OF BID:**

The Bid must contain a manual signature of an authorized representative in the space provided on the Bid Form. Failure to properly sign Bid shall invalidate same and it shall NOT be considered for award. All Bids must be completed in pen or be typewritten. No erasures are permitted. If a correction is necessary draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the Bid. Any illegible entries, pencil Bids or corrections not initialed will not be tabulated. The original Bid conditions and specifications together with bidder's response CANNOT be changed or altered in any way after submitted to Wellington.

**1.3 PRICES QUOTED:**

Deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices must be stated in units of quantity specified in the Bid specifications. In case of discrepancy in computing the amount of the Bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Discounts to be given for prompt payment. Award, if made, will be in accordance with terms and conditions stated herein. Each item must be proposed separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of Bid(s). All prices quoted shall be guaranteed for 90 days from Bid date unless otherwise specified in Special Conditions.

**1.3.1 TAXES:**

The Village of Wellington is exempt from all Federal Excise and State taxes. The applicable tax exemption number is shown on the Purchase Order.

**1.3.2 MISTAKES:**

Bidders are expected to examine the specifications, delivery schedules, Bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk.

**1.3.3 UNDERWRITERS' LABORATORIES:**

Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

**1.3.4 BID'S CONDITIONS:**

Wellington reserves the right to waive irregularities or informalities in Bids or to reject all Bids or any part of any Bid deemed necessary for the best interest of Wellington, Florida.

**1.4 EQUIVALENTS:**

If bidder offers makes of equipment or brands of supplies other than those specified, it must be indicated in the Bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

Brand Names: Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Bidders shall formally substantiate and verify that product(s) offered conform with or exceed quality as listed in the specifications.

Bidder shall indicate on the Bid Form the manufacturers' name and number if proposing other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications and **MUST BE INCLUDED WITH THE BID. NO BIDS WILL BE CONSIDERED WITHOUT THIS DATA.**

Lacking any written indication of intent to quote an alternate brand or model number, the Bid will be considered as a Bid in complete compliance with the specifications as listed on the attached form.

The following language is made a part of and is to be included in the specifications hereto attached:

If and whenever in the specifications, Bid or RFP a brand name, make, name of any manufacturer, trade name or vendor catalog number is mentioned it is for the purpose of establishing a grade or quality of material only. Since the Wellington or its dependant district does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is proposed, it is the vendor's responsibility to name such a product within his, her or its bid and or proposal and to prove to Wellington that said product is equal to that specified and to submit brochures, samples, and or specifications in detail on item(s) submitted. Wellington shall be the sole judge concerning the merits of the brand item and bid/proposal submitted.

**1.5 NON-CONFORMANCE TO CONTRACT CONDITIONS:**

Items may be tested for compliance with specifications. Any item delivered, not conforming to specifications, may be rejected and returned at bidder's expense. These items and items not delivered as per delivery date in Bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder. Any violation of these stipulations may also result in Bidder's Name being removed from the vendor list.

**1.6 SAMPLES:**

Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after Bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with bidder's name. Failure of bidder to either deliver required samples or to clearly identify samples may be reason for rejection of the Bid. Unless otherwise indicated, samples should be delivered to the Purchasing Department, 12300 W. Forest Hill Blvd., Wellington, Florida 33414.

**1.7 DELIVERY:**

Vendor shall provide commodities within 12 business days from the date the order is placed. Delivery time may become a basis for making an award. Delivery shall be within

the normal working hours of the Wellington, Monday through Thursday from 7:00 am to 6:00 pm, excluding holidays.

**1.8 INTERPRETATIONS:**

Unless otherwise stated in the Bid, any questions concerning conditions and specifications should be submitted in writing to Emma Ramirez, Purchasing Department via e-mail at [eramirez@wellingtonfl.gov](mailto:eramirez@wellingtonfl.gov) .

**1.9 AWARDS:**

Wellington reserves the right to reject any and all Bids or any portion of any Bid deemed necessary in the best interest of Wellington; to accept any item or group of items; to acquire additional quantities at prices quoted on the Bid Form unless additional quantities are not acceptable, in which case the Bid Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". All awards made as a result of this Bid shall conform to applicable Florida Statutes.

No bid will be accepted from, nor will any contract be awarded to any person or firm which is in arrears to Wellington upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to Wellington or who has failed to perform faithfully any previous contract with Wellington.

**1.10 BID OPENING:**

Bids shall be opened and publicly read at City Hall, 12300 W. Forest Hill Blvd., Wellington, Florida 33414 on the date and at the time specified on the Invitation to Bid Form. All Bids received after that time shall be returned, unopened.

**1.11 INSPECTION, ACCEPTANCE & TITLE:**

Inspection and acceptance will be destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by Wellington unless loss or damage result from negligence by Wellington. If the materials or services supplied to Wellington are found to be defective or not conform to specifications, Wellington reserves the right to cancel the order upon written notice to the seller and return product at bidder's expense.

**1.12 PAYMENT:**

Payment will be made by Wellington after the items awarded to a bidder have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced.

**1.13 DISPUTES:**

Any actual or prospective Bidder, proposer, offeror or Contractor who is aggrieved in connection with a solicitation or award of a Bid or Contract may avail themselves of the procedures contained in Ordinance 98-36 in order to resolve disputed matters or complaints.

Purchasing Department shall post a tabulation of the Bid results with intended award recommendations. Posting shall be in the office of the Village Clerk and shall be on display for public viewing. All bidders, proposers, offerors or contractors affected by the proposed award of contract will also be notified by the Purchasing Department at the time of posting, via telefax or other means, of the intended award.

Any actual or prospective bidder, proposer, offeror, or contractor who is aggrieved in connection with the solicitation or award of contract may file a written protest to the Purchasing Department. Protestors shall file their written protests with the Purchasing Department during the normal working hours, Monday through Thursday from 7:00 am to 6:00 pm, excluding holidays. Protests shall contain the name, address and phone number of the petitioner, name of petitioner's representative (if applicable), the name and

bid number of the solicitation. The protest shall specifically describe the subject matter, facts giving rise to the protest and also the action requested from Wellington.

The written protest must be received no later than 72 consecutive hours (excluding Saturdays, Sundays and legal holidays) from the time of initial posting. Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the vendor of all rights of protest under this Bid/Proposal Protest Procedure.

In the event of a timely protest, Wellington shall not proceed further with the solicitation or with the award of the bid/contract until all administrative remedies have been exhausted or until the Wellington Manager determines that the award of the bid/contract without delay is necessary to protect the public health, welfare or safety.

**1.14 LEGAL REQUIREMENTS:**

Federal, State, county and Wellington laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

**1.15 INDEMNIFICATION:**

Regardless of the coverage provided by any insurance, the successful bidder shall indemnify, save harmless and defend the Village of Wellington, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful bidder, its subcontractors, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these bid documents and/or resultant contract.

**1.16 PATENTS & ROYALTIES:**

The bidder, without exception, shall indemnify and save harmless the Village of Wellington, Florida and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the Village of Wellington, Florida. If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**1.17 OSHA:**

The bidder warrants that the product and services supplied to Wellington, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the bidder responsible for same.

**1.17A SAFETY PRECAUTIONS:**

The bidder shall, if required, maintain suitable and sufficient guards and barriers and, at night, suitable and sufficient lighting for the prevention of accidents and all minimum safety standards required by municipal, County, State and Federal ordinances and laws shall be strictly met by the bidder

**1.18 SPECIAL CONDITIONS:**

Any and all Special Conditions that may vary from these General Conditions shall have precedence.

**1.19 ANTI-DISCRIMINATION:**

The bidder certifies compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

**1.20 QUALITY:**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this Bid shall be new. The items Bid must be new, unless recycled materials are certified by bidder, the latest model, of the best quality, and highest grade workmanship.

**1.21 LIABILITY, INSURANCE, LICENSES AND PERMITS:**

Where bidders are required to enter or go onto Village of Wellington property to deliver materials or perform work or services as a result of a Bid award, the successful bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all Palm Beach County and Village of Wellington building requirements and the Florida Building Code. The bidder shall be liable for any damages or loss to the Village of Wellington occasioned by willful, wanton or gross negligence of the bidder (or agent) or any person the bidder has designated in the completion of the contract as a result of the Bid.

**1.22 BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE:**

Bid Bonds, when required, shall be submitted with the Bid in the amount specified in Special Conditions. After acceptance of Bid, Wellington will notify the successful bidder to submit a performance bond and certificate of insurance in the amount specified in Special Conditions.

**1.23 DEFAULT/FAILURE TO PERFORM:**

Wellington shall be the sole judge of nonperformance, which shall include any failure on the part of the successful bidder to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated.

Upon default by the successful bidder to meet any terms of this agreement, Wellington will notify the bidder three (3) days (weekends and holidays excluded) to remedy the default. Failure on the contractor's part to correct the default within the required three (3) days shall result in the contract being terminated and upon Wellington notifying in writing the contractor of its intentions and the effective date of the termination. The following shall constitute default:

- A) Failure to perform the work required under the contract and/or within the time required or failing to use the subcontractors, entities and personnel as identified and set forth, and to the degree specified in the contract.
- B) Failure to begin the work under this contract within the time specified.
- C) Failure to perform the work with sufficient workers and equipment or with sufficient materials to ensure timely completion.
- D) Neglecting or refusing to remove materials or perform new work where prior work has been rejected as non conforming to the terms of the contract.
- E) Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful bidder incapable of performing the work in accordance with and as required by the contract.
- F) Failure to comply with any of the terms of the contract in any material respect.

In the event of default of a contract, the successful bidder shall pay all attorney's fees and court costs incurred in collecting any damages. The successful bidder shall pay Wellington for any and all costs incurred in ensuing the completion of the project.

**1.24 CANCELLATION:**

Wellington reserves the right to cancel this contract by written notice to the contractor effective the date specified in the notice should any of the following apply:

- A) The contractor is determined by Wellington to be in breach of any of the terms and conditions of the contract and/or to have failed to perform his/her services in a manner satisfactory to Wellington. In the event the contractor is found to be in default, the contractor will be paid for all labor and materials provided as of the

termination date. No consideration will be given for anticipated loss of revenue or the canceled portions of the contract.

- B) Wellington has determined that such cancellation will be in the best interest of Wellington to cancel the contract for its own convenience.
- C) Funds are not available to cover the cost of the services. Wellington's obligation is contingent upon the availability of appropriate funds.

**1.25 BILLING INSTRUCTIONS:**

Invoices, unless otherwise indicated, must show purchase order numbers and one (1) copy shall be submitted to Accounts Payable, Village of Wellington, 12300 W. Forest Hill Blvd., Wellington, Florida 33414.

**1.26 SUBSTITUTIONS:**

Wellington, Florida WILL NOT accept substitute shipments of any kind. Bidder(s) is expected to furnish the brand quoted in their Bid once awarded. Any substitute shipments will be returned at the bidder's expense.

**1.27 FACILITIES:**

Wellington reserves the right to inspect the bidder's facilities at any time with prior notice.

**1.28 BID TABULATIONS:**

Bidders desiring a copy of the Bid tabulation may obtain a copy on [www.demandstar.com](http://www.demandstar.com).

**1.29 APPLICABLE LAW AND VENUE:**

The law of the State of Florida shall govern the contract between the Village of Wellington and the successful bidder and any action shall be brought in Palm Beach County, Florida. In the event of litigation to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorney fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.

**1.30 CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS:**

If any person contemplating submitting a Bid under this Invitation for Bid is in doubt as to the true meaning of the specifications or other Bid documents or any part thereof, the Bidder must submit to Wellington's Purchasing Department at least seven (7) calendar days prior to scheduled Bid opening, a request for clarification. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery. **Deadline to submit any request for clarifications is June 29, 2011.**

Any interpretation of the Bid, if made, will be made only by a Request For Information (RFI) or Addendum duly issued by Wellington's Purchasing Department. Wellington shall issue a RFI if clarification or minimal changes are required. Wellington shall issue a Formal Addendum if substantial changes which impact the technical submission of Bids are required. A copy of such RFI or Addendum will be posted on [www.Demandstar.com](http://www.Demandstar.com). In the event of conflict with the original Contract Documents, Addendum shall govern all other Contract Documents to the extent specified. Subsequent addendum shall govern over prior addendum only to the extent specified.

**1.31 AWARD OF CONTRACT:**

A) A contract may be awarded to the lowest responsive, responsible Bidder(s) whose Bid(s), conforming to the Invitation for Bid, is most advantageous to. The lowest responsive, responsible Bidder(s) will be determined in conjunction with the method of award which is described in the Special Conditions. Tie Bids will be decided as described herein.

B) Wellington shall award a contract to a Bidder through action taken by the Wellington Council or the Wellington Manager of the Village of Wellington, Florida.

C) The General Terms and Conditions, the Special Conditions, the Technical Specification, and the Bidder's Bid are collectively and integral part of the contract between Wellington and the successful Bidder.

D) While Wellington may determine to award a contract to a Bidder(s) under this Request for Bid, said award may be conditional on the subsequent submission of other documents as specified in the Special Conditions. The Bidder shall be in default of any conditional award if any of these documents are not submitted in a timely manner and in the form required by Wellington. If the Bidder is in default, Wellington, through the Purchasing Department will void its acceptance of the Bidder's offer and may determine to select the second lowest responsive, responsible Bidder or re-solicit Bids. Wellington may, at its sole option, seek monetary restitution from the defaulting Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.

E) Wellington reserves the right to exercise the option to renew a term contract of any successful Bidder(s) to a subsequent optional period; provided that such option is stipulated in the Special Conditions and is contained in any contract ultimately awarded in regard to this Bid.

F) Wellington reserves the right to automatically extend any contract for a maximum period not to exceed ninety (90) calendar days in order to provide Wellington departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded, provided this is expressly made a part of any contract awarded in regard to this Bid.

**1.32 ASSIGNMENT:**

The contractor shall not assign, transfer, convey, sublet or otherwise dispose of any contract, including any or all of its right, title, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the Wellington, which consent may be withheld.

**1.33 LAWS, PERMITS AND REGULATIONS:**

The bidder shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulation building code requirements applicable to the work contemplated herein.

**1.34 OPTIONAL CONTRACT USAGE:**

Other State agencies, and/or Governmental Entities in the State of Florida may purchase from the resulting contract. Contractors shall sell these commodities or services to the other State agencies and/or Governmental Entities in the State of Florida at the agencies' and/or entities option or as otherwise provided by law.

**1.35 SPOT MARKET PURCHASES:**

It is the intent of Wellington to purchase the items specifically listed in this Bid from the selected bidder. However, items that are to be "Spot Market Purchased" may be purchased by other methods, i.e. Federal, State or local contracts.

**1.36 WARRANTIES OF USAGE:**

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish Wellington's needs as they arise.

**1.37 PUBLIC ENTITY CRIMES:**

As provided in Section 287.133(2) (a), Florida Statutes, 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 a

public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided S.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**1.38 CONFLICT OF INTEREST AND CODE OF ETHICS:**

The award is subject to provisions of State Statutes and Wellington policies. All Bidders must disclose with their Bid the name of any officer, director, or agent who is also an employee of Wellington. Further, all Bidders must disclose the name of any Wellington employee who owns, directly or indirectly, an interest of 5% or more in the Bidder's firm or any of its branches.

If any Bidder violates or is a party to a violation of the code of ethics of Wellington and 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 or for goods or services for Wellington. A copy of Wellington's and State Ethics Codes is available at the office of the Clerk's Office, Wellington, 12300 W. Forest Hill Blvd., Wellington FL 33414.

**1.39 NON-COLLUSION:**

Bidder certifies that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

No premiums, rebates or gratuities are permitted, either with, prior to or after any delivery of material or provision of services. Any violation of this provision may result in the Contract cancellation, return of materials or discontinuation of services and the possible removal from the vendor Bid list(s).

**1.40 FLORIDA PUBLIC RECORDS ACT:**

All material submitted regarding this bid becomes the property of Wellington. Bids may be reviewed by any person ten (10) days after the public opening. Bidders should take special note of this as it relates to any proprietary information that might be included in their offer.

Any resulting contract may be reviewed by any person after the contract has been executed by Wellington. Wellington has the right to use any or all information/material submitted in response to this bid and/or any resulting contract from same. Disqualification of a bidder does not eliminate this right.

**1.41 TIED BIDS:**

If applicable, in the event of an identical tied bid or proposal, preference will be given to local vendors. If none of the vendors are local, a public drawing of lots will be held in the event all apply. As defined in Purchasing Manual Section 3.7.

**1.42 CONE OF SILENCE:**

From the time of advertising until an award of the proposal, any Proposer or any of their representatives or agents are prohibited from any communication with Wellington Manager, Mayor and Council. All communication shall be restricted to the Purchasing Department. This does not apply to oral presentations before Selection Committees, contract negotiations, or public presentations made to the Wellington Council during any duly noticed public meeting. Violation of these provisions shall render any RFP proposal or RFP award by the violator voidable.

## **Purchase and Delivery of Trophies, Plaques and Medals Bid # 057-11/ENR**

### **2.0 SPECIAL CONDITIONS**

#### **2.1 PURPOSE:**

The purpose and intent of this invitation to bid is to secure firm pricing for the **Purchase and Delivery of Trophies, Plaques and Medals** as specified herein.

#### **2.2 TERMS OF CONTRACT:**

The term of the contract shall be for three **(3) years** from date of award, and by mutual agreement between Wellington and the awardee(s), be renewable for **two (2)** additional one year periods. Wellington reserves the right to exercise the option to renew annually (subject to the appropriation of funds), not to exceed a maximum of **two (2)** years.

Annual renewals will be based upon mutual agreement between Wellington and vendor, and by incorporating the same terms and conditions. Renewals will be by Wellington Council approval and a written notice from Wellington, and acceptance by the awarded vendor(s). The written notice will generally be provided about ninety **(90) days** prior to the contract expiration date.

The pricing submitted for the first year of the contract will remain fixed. Upon the anniversary date of each renewal period, the awarded vendor may submit a requested price increase to the Purchasing Department in writing, **ninety (90)** days prior to the renewal period with proper justification for the increase.

No more than one price increase will be accepted during each renewal term. Wellington reserves the right to accept or reject the price increase and may choose to re-bid the contract if it is deemed to be in the best interest of Wellington. The contract will be extended 90 days beyond the contract expiration date, if needed. Bidders agree to this extension when they sign their bid document.

#### **2.3 METHOD OF AWARD:**

Award of this contract shall be made to the responsive, responsible bidder(s) whose bid will be the most advantageous to Wellington, taking into consideration the evaluation factors set forth in Special Condition 2.4 below. **As the best interest of Wellington may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof.** The Purchasing Department or their designee reserves the right to use the next highest scoring bidder(s) in the event the original awardee of the bid cannot fulfill their contract for item(s) awarded.

#### **2.4 SELECTION PROCESS:**

Bids received by the submittal deadline will be reviewed by the Purchasing Department to determine if each Bidder has submitted the required information and met all mandatory requirements. Bids found to be non-responsive shall be rejected from further consideration.

If applicable, scoring will be based on all factor(s) as identified in the Evaluation Criteria, and all other pertinent data submitted. A grand total score shall be computed by the adding of each score together for each item. Bidder(s) with the highest totals for each line item shall be the award recommendation.

#### **2.5 DELIVERY/PAYMENT:**

Bid prices shall be FOB destination; freight pre-paid to Wellington, Parks and Recreation Department, 11700 Pierson Road, Wellington, Florida 33414 and shall include any and all costs incurred in the performance of the work specified herein. Vendor shall provide commodities within 12 business days from the date the order is placed. Delivery time may become a basis for making an award.

The supplies/materials delivered under this bid shall remain the property of the seller(s) until it has been physically inspected by the authorized representative of the Parks and Recreation Department, confirming that each item delivered is in compliance with the specifications of the bid.

Payment will be made upon acceptance of each delivery as specified on the purchase order. Wellington will pay the contract price to the awarded distributor/vendor upon final completion and acceptance.

Full payment will be made upon receipt and acceptance of a complete order(s). No down or partial down payments will be made.

**2.6 INSURANCE:**

Bidders must submit with their bid, proof of insurance meeting or exceeding the Following requirements or a letter of intent to provide the following requirements if awarded the contract:

2.6.1 Worker's Compensation Insurance – as required by law. The Village of Wellington will not accept filed certificates of exemption forms for Worker's Compensation Insurance.

2.6.2 Employer's Liability Insurance - \$500,000 per occurrence, \$500,000 disease policy limit, and \$500,000 disease each employee

2.6.3 General Liability Insurance - \$500,000 general aggregate,\$500,000 per person, \$500,000 each occurrence and \$500,000 per accident for bodily injury

2.6.4 Automobile Liability Insurance for owned vehicles, non-owned vehicles & hired vehicles - \$500,000 annual aggregate, \$500,000 per occurrence, \$500,000 per accident for bodily injury and \$500,000 per accident for property damage  
The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide.

The successful bidder must submit, no later than ten (10) days after award and prior to commencement of any work, a Certificate of Insurance naming the Village of Wellington as additional insured.

**2.7 CONTACT PERSON:**

For any additional information regarding the specifications and requirements of this proposal, contact: Emma Ramirez, Purchasing Department by e-mail at [eramirez@wellingtonfl.gov](mailto:eramirez@wellingtonfl.gov).

**2.8 BID CLARIFICATION:**

Any questions or clarifications concerning this Bid shall be submitted in writing by e-mail to the Purchasing Department, 12300 W. Forest Hill Blvd., Wellington, Florida 33414. The bid title/number shall be referenced on all correspondence. All questions must be received no later than **June 29, 2011**. All responses to questions/clarifications will be posted on [www.Demandstar.com](http://www.Demandstar.com) the form of a RFI or addendum. NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.

**2.9 ESTIMATED QUANTITIES:**

Quantities stated are for bidders' guidance only and no guarantee is given or implied as to quantities that will be used during the contract period. Estimated quantities are based upon previous needs and estimated usage for a one year period. Said estimated quantities may be used by Wellington for the purpose of evaluating the low bidder meeting specifications

**2.10 OCCUPATIONAL LICENSE:**

In order to provide services/products specified in this bid, a current occupational license issued in Palm Beach County is required. This license shall be issued for the services being bid herein. A photocopy of the license must be accompanied with bid.

**2.11 BID SUBMITTAL:**

All bids submitted shall include one (1) original and one (1) electronic pdf. copy (CD) for a total of (2) complete copies. Bids submitted shall include the completed Bid Submittal Form and all required product information and any other items as indicated on the Bid Form. Bids will be considered "Non-Responsive" if the required information is not submitted by the date and time specified. Before submitting bid, each bidder shall make all investigations and examinations necessary to ascertain if any addendums were issued by the Purchasing Department.

**2.12 BIDDER QUALIFICATIONS:**

In order for bids to be considered, bidders must submit with their bid, evidence that they are qualified to distribute the specified items indicated in the bid documents. Evidence shall include all information necessary to certify that the bidder; maintains a permanent place of business; has technical knowledge and practical experience in the type of materials required to be supplied in this scope of work

**2.13 LATE BIDS:**

Wellington cannot be responsible for bids received after opening time and encourages early submittal.

**2.14 EXCEPTIONS TO SPECIFICATIONS:**

Exceptions to the specifications shall be listed on the Bid Form and shall reference the section. Any exceptions to the General or Special Conditions shall be cause for the bid to be considered non-responsive.

The following language is made a part hereof:

If and whenever in the specifications of the bid of a brand name, make, name of any manufacturer, trade name or vendor catalog number is mentioned it is for the purposes of establishing a grade or quality of material only. Since Wellington and its dependant district do not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is proposed, it is the vendor's, or bidder's responsibility to name such product within his, her or its bid and to prove to Wellington that said product is equal to that specified and to submit brochures, samples, and or specifications in detail on item(s) submitted. Wellington shall be the sole judge concerning the merits of the bid submitted.

**2.15 ACCEPTANCE:**

Delivery of the unit(s) to Wellington does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the unit(s) meets contract specifications and conditions. The unit(s) will be inspected and accepted by the using Department. Unit(s) must be in conformance with the specifications and that the engineering materials and workmanship exhibit a level of quality and appearance consistence with or exceeding industry standards.

It will be the responsibility of the successful bidder to pick up any unit(s) found unacceptable. After notification, the successful bidder will have five (5) working days to respond and make the necessary arrangement to pick up unit(s), and to redeliver same in five (5) working days after date of pick up. Units not in compliance with bidder specifications are not eligible for, or considered delivered until corrections have been accomplished and in compliance.

**2.16 REFERENCES:**

Each distributor/supplier must provide to Wellington with their bid a list of references that

your firm has supplied fill materials to over the past three years. References must include name of reference, contact person, address, phone and fax number and e-mail address.

**2.17 CATALOG PRICING:**

In addition to the line items specified herein, bidder shall indicate on the Catalog Pricing Form all catalog names and numbers that they will be supplying to Wellington, along with the percentage off discount that will be allowed for each catalog/manufacturer.

The percentage off discount that the bidder submits shall remain firm for the term of the contract and any renewals thereafter. Bidder must submit copy of catalog being bid and manufacturer's catalog wherever applicable with bid or within five days upon request.

Catalog prices must remain in effect for one year from date of issuance of the Catalog. If or when a new catalog is published, awarded vendor(s) shall notify Wellington and provide copies of current catalogs and/or computer disks to Wellington's using departments. Bidder may specify more than one catalog name and number on the Catalog Pricing Form.

**2.18 COMPLIANCE WITH OCCUPATIONAL SAFETY HEALTH ACT:**

Contractor certifies that all material, equipment, etc. contained in his bid meets all O.S.H.A. requirements. Contractor further certifies that if he is the successful Contractor, and the material, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the Contractor.

In compliance with Chapter 442, Florida Statutes, any item delivered from a contract resulting from this bid must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS must include the following information: 1. The chemical name and the common name of the toxic substance. 2. The hazards or other risks in the use of the toxic substances, including: (a) The potential for fire, explosion, corrosivity and reactivity; (b) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and (c) The primary routes of entry and symptoms of overexposure. (3) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure. (4) The emergency procedure for spills, fire, disposal and first aid. (5) A description in lay terms of the known specific potential health risks posed by the toxic substances intended to alert any person reading this information. (6) The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

**2.19 NO SUBSTITUTION COMPONENTS:**

When NO SUBSTITUTION is used in combination with a manufacturer's name, brand name and/or model number, that named item is the only item that will be accepted by Wellington.

## Schedule of Values and Bid Pricing Form

**Please note:**

**When submitting Bid pricing, bidder must enter unit cost and extended total in the spaces provided on this bid pricing form. Multiply your Unit Price times the quantities in the Estimated Quantity Column.**

Item #	Commodity	Est. Order	Unit Price for Each	Extended Total
1	Coach Plaques	420		
2	Sponsor Plaques	380		
3	Medals	940		
4	5 - 6 Yr. Old Participation Trophies	840		
5	7 - 8 Yr. Old Participation Trophies	520		
6	7 - 8 Yr. Old First Place Trophies	112		
7	7 - 8 Yr. Old Second Place Trophies	112		
8	9 - 10 Yr. Old Participation Trophies	560		
9	9 - 10 Yr. Old First Place Trophies	112		
10	9 - 10 Yr. Old Second Place Trophies	112		
11	11 - 12 Yr. Old Participation Trophies	500		
12	11 - 12 Yr. Old First Place Trophies	112		
13	11 - 12 Yr. Old Second Place Trophies	112		
14	13 Yr. Old Participation Trophies	370		
15	13 Yr. Old First Place Trophies	112		
16	13 Yr. Old Second Place Trophies	112		
17	Adult Team 1st Place Trophies	15		
18	Adult Team 2nd Place Trophies	15		
			<b>Total Price:</b>	

**Please refer to page 14 for item/commodity descriptions. All quoted pricing shall include setup charges, shipping, freight etc. In the event Wellington requires add-ons and/or replacements (additional items or additional teams), vendor shall provide commodity at quoted price. Where No - Substitute is indicated, bidder must bid manufacturer specified (See Special condition 2.19).**

Item #	Description
1	8x10 solid wood plaque with 5x7 U-fold plexiglass, high relief color resin plaque mount (sport specific), 4x5 engraved brass plate with black finish.
2	10x13 solid wood plaque with 8x10 U-fold plexiglass, high relief color resin plaque mount (sport specific), 4x5 engraved brass plate with black finish.
3	2 3/4" color enamel medal with 1 1/2" sport ribbon with snap clip.
4	PDU Signature Series (6" Elite resin figure)
5	5"x2 1/2" marble 2 hole base, resin sport trim, rectangular 2 3/4" pedestal with 5" premium rectangular column with premium end caps, double action figure.
6	5"x2 1/2" marble 2 hole base, resin sport trim, rectangular 2 3/4" pedestal with 7" premium rectangular column with premium end caps, double action figure.
7	5"x2 1/2" marble 2 hole base, resin sport trim, rectangular 2 3/4" pedestal with 6" premium rectangular column with premium end caps, double action figure.
8	5"x2 1/2" marble 2 hole base, resin sport trim, 7" sport riser, 2" premium rectangular column and premium endcaps, double action figure.
9	5"x2 1/2" marble 2 hole base, resin sport trim, 7" sport riser, 4" premium rectangular column and premium endcaps, double action figure.
10	5"x2 1/2" marble 2 hole base, resin sport trim, 7" sport riser, 2" premium rectangular column and premium endcaps, double action figure.
11	PDU Signature Series - 8 1/2" Action color resin figure on cherrywood base.
12	5"x2 1/2" marble 2 hole base, color resin sport trim and place trim, 7" sport riser, 5" premium rectangular column and premium endcaps, double action figure.
13	5"x2 1/2" marble 2 hole base, color resin sport trim and place trim, 7" sport riser, 4" premium rectangular column and premium endcaps, double action figure.
14	7 1/4"x6" Tall full color explosion oval resins.
15	2 1/2"x4 1/2"x4 1/2" Marble cup base, 7" sport riser, 4" premium round column, double action figure.
16	3 1/2"x4 1/2"x4 1/2" Marble cup base, 7" sport riser, 2" premium round column, double action figure.
17	36" 3 posted, 2 tiered trophy - 8"x8" alamar base and lids, bottom tier - 7" sport riser with figure, middle tier - mylar holder with hologram mylar, top tier - 8 1/2" cup with double action figure.
18	32" 3 posted, 2 tiered trophy - 8"x8" alamar base and lids, bottom tier - 7" sport riser with figure, middle tier - mylar holder with hologram mylar, top tier - 8 1/2" cup with double action figure.

**CATALOG PRICING**

Please indicate in the spaces provided Catalog/Manufacturer Name, Catalog Numbers, Catalog Expiration Dates and Percent Discount.

Bid #057-11/ENR

CATALOG NAME/ MANUFACTURER	CATALOG NUMBER	EXPIRATION DATE OF CATALOG	PERCENTAGE DISCOUNT

ALL CONTRACTORS MUST INDICATE PERCENTAGE OFF LIST PRICE FOR BALANCE OF LINE  
CATOLOG \_\_\_\_\_%

All deliveries will be made by Common Carrier ONLY. Yes \_\_\_\_\_ No \_\_\_\_\_

If you checked *NO* in the question above see Special Condition 2.7 and submit proper insurance documentation

Delivery will be made within \_\_\_\_\_ calendar days after receipt of purchase order.

DRUG FREE WORKPLACE

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 Village 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 are under Bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or novo contender 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 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.

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

## BID CHECK LIST

Please check each item and make sure that all required information is included in your Bid submission. Failure to submit this information may result in your submission being rejected as being a non responsive and responsible Bid.

- YES\_\_\_ NO\_\_\_ 1. (1) Original and (1) electronic copy of Executed Bid
- YES\_\_\_ NO\_\_\_ 2. Proof of Ability to Obtain Insurance
- YES\_\_\_ NO\_\_\_ 3. Bid Submittal Form
- YES\_\_\_ NO\_\_\_ 4. Authorized Representative Signature
- YES\_\_\_ NO\_\_\_ 5. References with Contact Information
- YES\_\_\_ NO\_\_\_ 6. Copy of Occupational License
- YES\_\_\_ NO\_\_\_ 7. Vendor Representative Contact information
- YES\_\_\_ NO\_\_\_ 8. Drug Free Workplace Form

## AREA REPRESENTATIVE DOCUMENT

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

Area Representative \_\_\_\_\_

Representative Responsible for Account \_\_\_\_\_

Company Address \_\_\_\_\_

City/Zip Code \_\_\_\_\_

Telephone Number \_\_\_\_\_

Customer Service Number \_\_\_\_\_

Fax Number \_\_\_\_\_

Cell Number \_\_\_\_\_

Emergency number \_\_\_\_\_

E-Mail Address \_\_\_\_\_

## REFERENCES

As specified in the Standard Terms and Conditions of this Bid Document, Bidders are to present the details of a minimum of three (3) references of similar work. (Additional references may be submitted on a separate sheet in this format)

COMPANY NAME, ADDRESS, CITY, STATE, ZIP PHONE & FAX NUMBER AND E-MAIL ADDRESS	
Company Name:	
Address:	
Contact Name:	
Phone:	Fax:
E-MAIL ADDRESS	
Company Name:	
Address:	
Contact Name:	
Phone:	Fax:
E-MAIL ADDRESS	
Company Name:	
Address:	
Contact Name:	
Phone:	Fax:
E-MAIL ADDRESS	