



HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
(HCBCC)
GENERAL SERVICES & PURCHASING

INVITATION TO BID (ITB)

The Board of County Commissioners (BCC), Highlands County, Sebring, Florida, will receive sealed bids in the County Purchasing Department for the following Annual Bids:

ITB 09-030	ADVANCED LIFE SUPPORT DRUGS	NIGP CODE #269
ITB 09-031	TRAFFIC CONTROL DEVICES MATERIALS & HARDWARE	NIGP CODE #550
ITB 09-032	BASE ROCK MATERIAL (SHELLROCK – LIMEROCK)	NIGP CODE #750
ITB 09-033	BASIC LIFE SUPPORT SUPPLIES	NIGP CODE #475
ITB 09-034	CONCRETE CULVERTS	NIGP CODE #210
ITB 09-035	DITCH CLEANING - ISTOKPOGA WATERSHED DISTRICT	NIGP CODE #912
ITB 09-036	HAND SPRAYING - ISTOKPOGA WATERSHED DISTRICT	NIGP CODE #988
ITB 09-037	HEAVY EQUIPMENT RENTAL	NIGP CODE #975
ITB 09-038	POLYETHYLENE PIPE & COUPLERS	NIGP CODE #658

Specifications may be obtained by downloading from our website: www.hbcc.net or by contacting: Danielle Gilbert, CPPB, Purchasing Analyst / Highlands County General Services/Purchasing Department 4320 George Blvd., Sebring, Florida 33875-5803 Phone: 863-402-6524 Fax: 863-402-6735; or E-Mail: dgilbert@hbcc.org

Bid envelopes must be sealed and marked with the bid number and name so as to identify the enclosed bids. Bids must be delivered to the Highlands County Purchasing Department, 4320 George Blvd., Sebring, FL. 33875-5803 so as to reach said office no later than **2:00 P.M., Thursday, March 5, 2009**, at which time they will be opened. Bids received later than the date and time as specified will be rejected. The Board will not be responsible for the late deliveries of bids that are incorrectly addressed, delivered in person, by mail or any other type of delivery service.

One or more County Commissioners may be in attendance at the above bid openings.

Highlands County Local Preference Policy will apply to the award of this ITB.

The Highlands County Board of County Commissioners reserves the right to accept or reject any or all bids or any parts thereof, and the award, if an award is made, will be made to the most responsive and responsible bidder whose bid and qualifications indicate that the award will be in the best interest of Highlands County. The Board reserves the right to waive irregularities in the bid.

The Board of County Commissioners of Highlands County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or Section 286.26 Florida Statutes should contact Mr. John A. Minor, ADA Coordinator at: 863-402-6509 (Voice), 863-402-6508 (TTY), or via Florida Relay Service 711, or by e-mail: Jminor@hcbcc.org. Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

Board of County Commissioners
Purchasing Department
Highlands County, Florida

Website: www.hcbcc.net

4320 George Boulevard
Sebring, Florida 33875-5803
863-402-6526 FAX 863-402-6735

SECTION I: GENERAL TERMS AND CONDITIONS (Rev 09/2006)

- A. All responses shall become the property of the County.
- B. **Florida Statutes** 287.087, on Drug Free Work Place, 287.133(3) (a) on Public Entity Crimes, and Section 287.134, on Discrimination, as a whole and/or as shown below, will be complied with:

287.087, Preference to businesses with drug-free workplace programs:

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 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 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.

NOTE: PLEASE INCLUDE YOUR "DRUG FREE" STATUS AS PART OF THE GENERAL COMMENTS IN YOUR PROPOSAL OR WHERE INDICATED ON THE BID FORM.

287.133, Public entity crime; denial or revocation of the right to transact business with public entities:

(2)(a) 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 in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

287.134, Discrimination; denial or revocation of the right to transact business with public entities:

(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract or provide goods and services to a public entity, may not submit a bid on a contract with a public entity for 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with a public entity.

- C. Responses are due and must be received in accordance with the instructions given in the announcement page.
- D. The County will not reimburse respondent(s) for any costs associated with the preparation and submittal of any responses.
- E. Respondents, their agents and associates shall refrain from contacting or soliciting any County Official and that contact may be made ONLY with the individual(s) listed in this document for additional information and clarification.
- F. Due care and diligence has been exercised in the preparation of this document and all information contained herein is believed to be substantially correct; however, the responsibility for determining the full extent of the service required rest solely with those making response. Neither the County nor its representative shall be responsible for any error or omission in the responses submitted, nor for the failure on the part of the respondents to determine the full extent of the exposures.
- G. All timely responses meeting the specifications set forth in this document will be considered. However, respondents are cautioned to clearly indicate any deviations from these specifications. The terms and conditions contained herein are those desired by the County and preference will be given to those responses in full or substantially full compliance with them.

SECTION I: GENERAL TERMS AND CONDITIONS (Rev 09/2006) cont'd

- H. Each respondent is responsible for full and complete compliance with all laws, rules and regulations including those of the Federal Government, the State of Florida and the County of Highlands. Failure or inability on the part of the respondent to have complete knowledge and intent to comply with such laws, rules and regulations shall not relieve any respondent from its obligation to honor its response and to perform completely in accordance with its response.
- I. The County, at its discretion, reserves the right to waive minor informalities or irregularities in any responses, to reject any and all responses in whole or in part, with or without cause, and to accept that response, if any, which in its judgment will be in its best interest.
- J. Award will be made to the respondent whose submittal is determined to be the most advantageous to the County, taking into consideration those responses in compliance with the requirements as set forth in this document. The Board of County Commissioners reserves the right to reject any and all responses for any reason or make no award whatsoever or request clarification of information from the respondents.
- K. Any interpretation, clarification, correction or change to this document will be made by written addendum issued by the Highlands County Purchasing Department. Any oral or other type of communication concerning this document shall not be binding.
- L. Responses must be signed by an individual of the respondent's organization legally authorized to commit the respondent's organization to the performance of the product(s) and/or service(s) contemplated by this document.
- M. Unless otherwise stated in the specifications, the following Insurance Requirements must be met before delivery of goods and services:

1. Workers' Compensation: Coverage is to apply for all employees for statutory limits in compliance with the law of the State of Florida and federal laws. The policy must include Employer' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.

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

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

4. Special Requirements / Evidence of Insurance:

a. A copy of the Contractor's / Vendor's current certificate of insurance MUST be provided with the response to this ITB, RFP, etc., A formal certificate shall be provided upon announcement that a Contractor / Vendor has been awarded the work as called for in this document. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by the County before commencement of any work activities. The formal insurance certificate shall also comply with the following:

- 1) "Highlands County, a Political Subdivision of the State of Florida and its Elected Officials, its Agents, Employees, and Volunteers" shall be named as an "Additional Insured" on all policies except Worker's Compensation.
- 2) The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. Highlands County will be given notice prior to cancellation or modification of any stipulated insurance.
 - 2.1) In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30-days prior to said expiration date.
 - 2.2) Such notification will be in writing by registered mail, return receipt requested, and addressed to the General Services / Purchasing Director, 4320 George Blvd., Sebring, FL 33875-5803.

b. It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.

c. It should be remembered that these are minimum requirements, which are subject to modification in response to high hazard operations.

SECTION I: GENERAL TERMS AND CONDITIONS (Rev 09/2006) cont'd

5. Builder's Risk Insurance: This coverage will be provided by all contractors involved in the construction of a new building or the improvement, alternation, or renovation of an existing structure. This coverage should be considered automatic on projects involving new construction or major additions to existing structures.

a. INSURANCE REQUIREMENTS:

1. **Builder's Risk – coverage shall be "ALL RISK" with limits equal to 100% of the completed value of the structure(s), building(s) or addition(s).**
2. **Waiver of Occupancy Endorsement – to enable the County to occupy the facility under construction / renovation during such activity.**
3. **Machinery / Equipment Endorsement – when the contract calls for the installation of machinery or equipment, the policy must be endorsed to provide coverage during transit and installation.**
4. **Deductible Clause – the maximum deductible allowable under this coverage is \$500 per claim.**
5. **Contractor's Bid & Performance Bond – coverage required for all public construction projects, and for those projects as determine by the General Services Director, or the Risk Manager, that presents significant financial risk to the County.**

b. SPECIAL REQUIREMENTS

1. **Ten (10) days prior to the commencement of any work a certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide the following: a) "Highlands County, a Political Subdivision of the State of Florida and its Elected Officials, its Agents, Employees, and Volunteers" will be named as an "Additional Insured."**
2. **Highlands County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested.**
3. **Any appropriate "Indemnification" clause shall be made a provision of the contract.**
4. **It is the responsibility of the contractor to insure that all subcontracts comply with all the insurance requirements.**

- N. If the goods or services being bid are for an annual or a semi-annual contract period then Interlocal Agreements between Highlands County Board of County Commissioners, other State or County agencies, the Cities of Sebring and Avon Park, the Town of Lake Placid, and the Highlands County School Board, allow those entities to purchase goods and services through the County's bids so long as such purchases will not interfere with the timely delivery of goods and services to the County in strict conformity with all specifications of its bids. Each governmental entity will issue its own purchase orders for all purchases made and will be responsible for all payments thereof. Highlands County reserves the right to direct the successful bidder to prioritize its delivery of goods and services to the County ahead of delivery to other governmental entities purchasing under the County's bids.
- O. If submitting a response for more than one bid, each bid must be in a separate envelope and correctly marked.
- P. If the successful bid is greater than \$200,000.00, a Public Construction Bond will be required and **Awarded Vendor must abide by Florida Statute 255.05 "Bond of Contractor..., record in the public records of the county..."**

ADDITIONAL TERMS AND CONDITIONS

All pages included in or attached by reference to this document shall be called and constitute the submittal as stated on the front page of this document. Vendors who will not be submitting a proposal are requested to notify us and indicate why they are not bidding. Vendors who fail to respond to two or more consecutive announcements may be removed from the County's Vendor bidding list.

END OF PAGE

ITB 09-032
Base Rock Material Meeting D.O.T. Specifications Limerock/Shellrock

- A. Bid shall be on a per ton basis. Limerock/shellrock must meet current Florida Department of Transportation specifications.
- B. Delivery: By truck with the bidder providing the digging, loading and hauling to Highlands County.
- C. The limerock/shellrock shall not contain loose sand in sufficient quantity to prevent proper bonding. Each deposit of limerock/shellrock delivered to any Highlands County project shall be inspected on site by county personnel, and acceptance or rejection of the material will be made on an individual load basis. All limerock/shellrock shall be crushed or screened to meet current D.O.T. standards.
- D. County Road and Bridge Superintendent or designee shall have the right to inspect at the site of the mining operations and the availability of material before accepting low bid.
- E. Bid envelopes must be sealed and marked "ITB 09-032 Base Rock Bid."
- F. The "Official Bid Form" must be used and completed in submitting bids.
- G. Bid period shall be for a twelve (12) month period April 1, 2009 through March 31, 2010.
- H. Bids shall be in accordance with the following mining operations:
 - 1. Base rock material shall not exceed 30% moisture content during hauling to any Highlands County project.
 - 2. Vendor shall have 22,500 cubic yards stockpile minimum during bid period and available for inspections by the Road and Bridge Superintendent or his designee at any time.
 - 3. Base rock material shall be stockpiled in an area where it will not be prone to being saturated with surface water.
 - 4. Base rock material shall be loaded and hauled from the stockpile only unless, in the opinion of the county, the moisture content in the mining pit is dry by dewatering process or less than or equal to the moisture content of the stockpile.
 - 5. All loads must be weighed by a State-certified scale accompanied with weight tickets. Vendor may use County scales at his own expense located at Desoto City landfill and Arbuckle landfill.
 - 6. The vendor shall submit test results from a certified lab showing that base rock material meets current D.O.T. specifications and Florida Clean Soil standards.

ITB 09-032
Base Rock Material Meeting D.O.T. Specifications Limerock/Shellrock

7. Vendor must be capable of hauling 600 tons per day to any Highlands County project.
8. Base rock covered under this bid is for the use of Special Tax Districts, the Solid Waste Department, or other governmental agencies and is NOT for use on County road projects.

I. Addresses for the locations for Base Rock Material:

Avon Park 7 mile radius from Unit 1 Yard
1115 E. Winthrop St. Avon Park, Florida 33825

Sebring 7 mile radius from Unit 2 Yard
4344 George Blvd. Sebring, Florida 33875

Lorida 20 mile radius from Lorida Civic Center
1909 Oak Ave Lorida, Florida 33857

Lake Placid 8 mile radius from Unit 3 Yard
1815 CR 621 Lake Placid, Florida 33852

Venus 20 mile radius from Venus Clubhouse
41 Venus Clubhouse Rd. Venus, Florida 33960

NOTE: For any County location that is within the area of more than one prime location, the price used will be the LOWEST price applicable.

Please Note General Terms and Conditions, Item K, "...any oral or other type of communication concerning this document shall not be binding". Requests for changes to specifications must be addressed to Danielle Gilbert, in writing, preferably by Email.

-END OF PAGE-

"OFFICIAL BID FORM"

ITB 09-032 - Base Rock Material Meeting D.O.T. Specifications Limerock/Shellrock

One price per ton at each location to include area:

Shellrock Limerock
Per Ton Price Per Ton Price

Avon Park 7 mile radius from Unit 1 Yard \$_____ \$_____

Sebring 7 mile radius from Unit 2 Yard \$_____ \$_____

Lorida 20 mile radius from Lorida Civic Center \$_____ \$_____

Lake Placid 8 mile radius from Unit 3 Yard \$_____ \$_____

Venus 20 mile radius from Venus Clubhouse \$_____ \$_____

Exceptions to Bid: _____

Vendor will accept payment by Visa Credit Card: YES NO CIRCLE ONE

In compliance with Florida Statue 287.087 as a "Drug Free Workplace" YES NO CIRCLE ONE

Check if this is a "NO BID" and return by mail or fax to 863-402-6735.

Please indicate reason: _____

BID SUBMITTED BY:

COMPANY

DATE OF SUBMITTAL

REPRESENTATIVE'S NAME (print)

REPRESENTATIVE'S SIGNATURE

ADDRESS

CITY/STATE/ZIP CODE

(A/C) TELEPHONE FAX

EMAIL ADDRESS

THIS "OFFICIAL BID FORM" MUST BE USED TO SUBMIT THE BID.

SUBMIT ALL REQUIRED INSURANCE DOCUMENTATION REQUESTED FOR THIS ITB ALONG WITH THIS "OFFICIAL BID FORM"