



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.hcbcc.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@hcbcc.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

SPECIFICATIONS FOR:

ITB 09-035 DITCH CLEANING WITHIN THE ISTOKPOGA MARSH WATERSHED DISTRICT

The intent of this project is to provide the removal of grass and aquatic weeds from the Canal System and Ditches within the Istokpoga Marsh Watershed District and the removal and disposal of sediment and debris build up as needed.

REQUIREMENTS:

The Watershed District is comprised of approximately twenty-nine (29) miles of ditches and structures. All dikes and roadways are suitable for machine travel. In order to lessen damage to the existing dikes the following guidelines have been established as to the type of equipment that may be used for this project. The approved type of equipment is:

Backhoe/Excavator w/50' Boom & 2 yard bucket - minimum

Machine weight not to exceed 50,000 lbs.

Tracks: low ground pressure type (6-7 psi)

Machine travel speed - 2-3 miles per hour minimum

BID SUBMISSION:

Bids must be submitted on an hourly basis only. No specific hours are guaranteed. Work on this project will be on an "as needed" basis only. The bid price must include the cost of all labor, materials, and equipment that will be necessary to complete each project. No other charges will be allowed or paid by Highlands County.

The bids submitted will be for a twelve (12) month period April 1, 2009 through March 31, 2010. A purchase order number will be issued each time work is required to be done during this bid period.

By submitting a bid, the bidder acknowledges an understanding and familiarity with the site and the conditions under which work will be done. Failure to comply with this requirement will not relieve bidder from the responsibility to complete the work as described in this bid.

SITE INSPECTION:

It is the responsibility of each bidder to visit and examine the work site(s) to familiarize themselves with the existing conditions and consider such conditions in the preparation of their submittal.

SPECIFICATIONS FOR:

ITB 09-035 DITCH CLEANING WITHIN THE ISTOKPOGA MARSH WATERSHED DISTRICT

SCHEDULING, INSPECTIONS, & PAYMENT:

All work to be done must be coordinated through the Assessment Coordinator's Office. (Phone 863-402-6505) Upon completion of each project, the successful bidder shall contact Assessment Coordinator's Office for set up of inspection and approval.

Payment for all work to be done shall be made within thirty (30) days after inspection and approval has been made.

SPECIAL CONDITIONS:

The successful bidder shall be required to have their equipment and operator at the work site, ready to commence work within forty-eight (48) hours of receipt of the purchase order number.

Successful Vendor must have a 4-Wheel Drive vehicle that is capable of transporting fuel to the Backhoe/Excavator for refueling at the work site.

Disposal of debris shall be by spreading evenly along the top of the canal bank.

CONTACT:

If you have any questions regarding these specifications or would like to examine the work site area(s), please call:

Mr. Bernis Gainer, OMB Director
Highlands County Board of County Commissioners
Phone: (863-402-6807)
E-Mail: Bgainer@hcbcc.org

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"

FOR

ITB 09-035 DITCH CLEANING WITHIN THE ISTOKPOGA MARSH WATERSHED DISTRICT

BID PRICE PER HR

CLEANING GRASS & AQUATIC WEEDS ONLY FROM DITCHES: \$ _____

CLEANING GRASS, AQUATIC WEEDS, SEDIMENT,
AND DEBRIS FROM DITCHES \$ _____

Exceptions to bid: Please attach a separate paper to discuss each exception, or list below:

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"***