

BID REGISTRATION

You MUST register using this form in order to receive notice of any addenda to these documents. Please fax the completed form to the Procurement Division as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

Bid Number and Title: 12-020, Cleaning & Video Inspection Stormwater Pipelines

Description: Provide all labor, materials, supervision, equipment, tools, transportation, and supplies for cleaning and video inspection of stormwater pipelines, manholes and inlets at various locations throughout Polk County.

Receiving Period: Wednesday, December 7, 2011, Prior to 2:00 p.m.

Bid Opening: Wednesday, December 7, 2011, 2:00 p.m.

Special Conditions: This is an annual bid

This form is for bid registration only. Please scroll down for additional information.

**BIDDER REGISTRATION
FAX THIS FORM BACK IMMEDIATELY
FAX: (863) 534-6789**

Carefully complete this form and mail or fax it to the Procurement Division. You must submit one form for each bid that you are registering for.

Company Name: _____

Contact Person: _____

Mailing Address: _____

City:_____ State:_____ Zip Code:_____

Phone:_____ Fax:_____ E-mail:_____

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.

SEALED BID • DO NOT OPEN

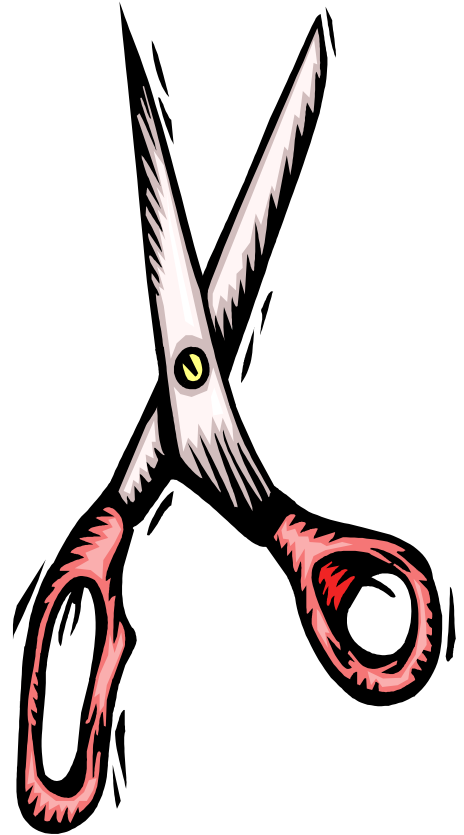
SEALED BID NO.: 12-020

BID TITLE: Cleaning & Video Inspection Stormwater Pipelines

DUE DATE/TIME: Wednesday, December 7, 2011 prior to 2:00 p.m.

SUBMITTED BY: _____
(Name of Company)

DELIVER TO: PROCUREMENT DIVISION
330 West Church Street
P.O. Box 9005, Drawer AS05
Bartow, Florida 33831-9005



POLK COUNTY BOARD OF COUNTY COMMISSIONERS

**Procurement Division
Fran McAskill
Procurement Director**

**Bid #12-020
CLEANING & VIDEO INSPECTION STORMWATER PIPELINES**

Polk County, a political subdivision of the State of Florida, requests the submittal of bids from vendors that are interested in providing all services to properly complete the work, including but not limited to, all labor, materials, supervision, equipment, tools, transportation, and supplies for cleaning and video inspection of stormwater pipelines, manholes and inlets at various locations throughout Polk County, as described herein. Sealed bids will be received in the Procurement Division, **prior to 2:00 p.m., December 7, 2011.** Bids will be opened at 2:00 p.m., December 7, 2011.

Attached are important instructions and specifications regarding responses to this Bid. Failure to follow these instructions could result in Bid disqualification.

Questions regarding this bid should be in writing and should reference the above Bid number. Submit all questions to **Carolyn Cusano, Procurement Specialist, via E-mail carolyncusano@polk-county.net or fax (863) 534-6789.**

Bids may be mailed, express mailed or hand delivered to:

**Procurement Division
330 West Church Street
P.O. Box 9005, Drawer AS05
Bartow, Florida 33831-9005
(863) 534-6757**

STATEMENT OF NO BID

If you do not intend to submit a bid, please complete the information below and return to the Procurement Division via fax or mail. If returning by mail, please be sure the bid number and title are clearly marked on the front of the envelope.

- | | |
|---|---|
| ☐ Insufficient time to respond | ☐ Unable to meet specifications |
| ☐ Do not offer this product | ☐ Unable to meet bond/insurance requirements |
| ☐ Specifications unclear | ☐ Schedule would not permit us to perform |
| ☐ Specifications too restrictive | ☐ Other (please specify below) |

Company Name: _____ Date: _____

Telephone Number: _____ Signature: _____

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BIDDER INSTRUCTIONS AND GENERAL INFORMATION

BIDDER INSTRUCTIONS: To ensure acceptance of this bid, follow these instructions.

BID DOCUMENTS MUST BE DELIVERED TO THE PROCUREMENT DIVISION PRIOR TO 2:00P.M. ON THE DATE SPECIFIED. THERE WILL BE NO EXCEPTIONS.

1. **EXECUTION OF BID:** Bid must contain an original signature of an authorized representative in the space provided on the signature page. Bid must be typed or printed in black ink. Erasable ink is not permitted. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.
2. **NO BID:** Bidders not interested in submitting a bid should return a “no bid,” with an indication of the reason for no bid and the interest in future bid solicitations.
3. **BID OPENING:** It is the responsibility of the bidder to assure that their bid is delivered at the proper time and place prior to the bid opening. All bid openings shall be public, at 2:00 p.m., on the date specified in the Notice to Bidders. Bids, which for any reason are not so delivered, will not be considered. **BID SUBMITTAL FORMS USING FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.**

NOTE: Bidders may call the Message Center only for bid results. The telephone number is (863) 534-7600 extension 304. The bid recap will be posted to the County's website at <http://www.polk-county.net/bids.aspx?type=bs> within ten (10) working days after the bid opening date. The bid analysis will also be posted to the County's website as soon as possible after the bid opening date. Bid files may be examined during normal working hours by appointment.

4. **COUNTY AS GATEKEEPER OF DOCUMENTS:** This document is issued by Polk County and as such shall be the sole distributor of all addendums and/or changes to these documents. It is the responsibility of the bidder to determine issuance of documents directly with the Procurement Division. The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the bidder should not rely on such sources for information regarding the solicitation.
5. **TAXES:** Bidders are responsible for the payment of any applicable taxes that are connected to the purchase of any materials or subcontractors used in the execution of this bid.
6. **DISCOUNTS:** Bidders may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.
7. **MISTAKES:** Bidders are required to examine the specifications, delivery schedule, bid prices and all instructions pertaining to the requirements of this bid. Failure to do so will

be at bidder's risk. In case of a mistake in extension of a unit price, the unit price will govern. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.

8. **INVOICING AND PAYMENT:** The successful bidder shall submit a properly certified invoice to the County at the prices bid. **An original invoice shall be submitted to the appropriate User Division at their drawer number, P.O. Box 9005, Bartow, Florida 33831.** The vendor shall include the bid number and/or the purchase order number on all invoices. Invoices will be processed for payment when approved by the user division.
9. **CONFLICT OF INTEREST:** All bidders must disclose, with their bid, the name of any officer, director or agent who is also an employee of the County or any of their agencies. Furthermore, all bidders must disclose the name of any County employee who owns, directly or indirectly, any interest of any amount in the bidder's firms or any of their branches. Award of this bid shall be subject to the provisions of Chapter 112, Florida Statutes.
10. **WARRANTY:** Unless otherwise specified, the bidder agrees that the services furnished under this bid shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this bid.
11. **ADDENDUM:** Any changes in the bid shall be made in the form of a written addendum by the Procurement Director or their designee. No other person shall be authorized to make changes verbally or in writing. If an addendum is issued, the addendum sheet must be signed by the bidder and faxed to (863) 534-6789.
12. **LIABILITY:** The vendor shall hold and save the County, its officers, agents and employees harmless from liability of any kind in the performance of this bid and against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.
13. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented or non-patented invention, process, or article manufactured and used in the performance of this bid. If the bidder uses any design, device or material covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or material in any way involved in the work.
14. **BID PROTEST:** Any bidder desiring to file a bid protest, with respect to a recommended award of any bid, shall do so by filing a written protest. The written protest must be in the possession of the Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All bidders who bid will be sent a Notice of Recommended Award, unless only one bid was received.

A copy of the bid protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at www.polk-county.net.

FAILURE TO FOLLOW BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY POLK COUNTY, FLORIDA, SHALL CONSTITUTE A WAIVER OF THE BIDDER'S RIGHT TO PROTEST AND ANY RESULTING CLAIM.

15. **SUMMARY OF TOTAL SALES:** At the end of each quarter, the successful vendor is required to furnish the Procurement Division with a summary of sales, in total dollars, for the work performed as a result of this bid.
16. **INDEMNIFICATION:** In consideration of Ten Dollars (\$10.00) and other valuable considerations, Seller, to the fullest extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to the County) and hold harmless the County, its employees and agents from and against, including, but not limited to, all liability, claims, suits, demands, damages, losses, costs, including attorney fees, arising out of or resulting from the performance of its services, provided that any such liability, claim, suit, demand, damage, loss or expense is (a) attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the service itself), including the loss of use resulting therefrom; and (b) caused in whole or in part by an act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, whether or not it is caused in whole or in part by the negligence or other fault of a part indemnified hereunder. The contractor shall indemnify and hold harmless the County and anyone directly or indirectly employed by it from and against all claims, suits, demands, damages, losses and expenses (including attorney fees) arising out of any infringement or patent rights or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.
17. **PUBLIC ENTITY:** 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 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 in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. When submitting this bid, the bidder hereby certifies that they have complied with said statute.
18. **PREFERENCE FOR DRUG FREE WORKPLACE:** Whenever two or more bids, which are equal with respect to price, quality and service, are received, preference shall be given to a bid received from a business that certifies that it has implemented a drug free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive preference, a signed certification of compliance must be submitted with the bid response.

19. **CODE OF ETHICS:** If any bidder violates or is a party to a violation of the code of ethics of Polk County or 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, goods, or services for the County.
20. **SEALED BIDS:** All bid submittals must be completed and submitted in a sealed parcel. **(DO NOT INCLUDE MORE THAN ONE BID SUBMITTAL PER ENVELOPE. BID SUBMITTAL SHALL INCLUDE ONE (1) ORIGINAL AND ONE (1) COPY OF ORIGINAL.)** The **Original** bid submittal(s) shall be submitted on the forms provided by Polk County. All bids are subject to the conditions herein; failure to comply will subject bid to rejection.

GENERAL INFORMATION

1. **DEFINITIONS:** The term "County" means the Polk County Board of County Commissioners, a political subdivision of the State of Florida, and its authorized designees, agents or employees.
2. **AWARD(S):** The award of this bid shall be based on low bid meeting specifications and other criteria as specifically called out in this document. As the best interest of the County may require, the right is reserved to make award(s) by individual item, group of items or as indicated in the bid form; to reject all bids or waive any minor irregularities or technicalities in bids received. In determining the lowest responsive and responsible bidder, in addition to price, the following may be considered:
 - Vendor's evaluation – quality of performance on previous projects.
 - The ability, capacity, equipment and skill of the bidder to fulfill the contract.
 - Whether or not the bidder can fulfill the contract within the time specified, without delay or interference.
 - The character, integrity, reputation, judgment, experience and efficiency of the bidder.
 - The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
 - The sufficiency of the financial resources to fulfill the contract to provide the goods and/or services.
 - The quality, availability and adaptability of the suppliers or contractual services to the particular use required.
 - The ability of the bidder to provide future maintenance and service, as required or needed.
 - The number and scope of conditions attached to the bid.
3. **LOCAL PREFERENCE:** It is the policy of the Board of County Commissioners to afford local preference to Polk County entities in the award of bids. Preference shall be administered in accordance with the following:

When bids are received that do not exceed \$3,000,000.00, and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County, and is within 2% of the lowest price offered, then

the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Polk County entity will be awarded the bid if the Polk County entity is otherwise fully qualified and meets all county requirements.

When bids are received that are greater than \$3,000,000.00 but do not exceed \$5,000,000.00, and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County, and is within 1% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest-price is reached, the Polk County entity will be awarded the bid if the Polk County entity is otherwise fully qualified and meets all county requirements.

When bids are received that are greater than \$5,000,000.00, and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County, and is within .5% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Polk County entity will be awarded the bid if the Polk County entity is otherwise fully qualified and meets all county requirements.

For purposes of this provision the term "Polk County entity" means any business having a physical location within the boundaries of Polk County at which employees are located and from which business is regularly transacted.

If a contract is being funded in whole or in part by assistance of any federal, state or local agency which disallows local preference, the County will adhere to those requirements by not applying this section.

4. **VENDOR PREFERENCE:** It is the policy of the Board of County Commissioners to afford vendor preference to women or minority owned entities in the award of bids. Preference shall be administered in accordance with the following:

When sealed bids are received that do not exceed \$3,000,000.00, and the lowest price is offered by a non-women or minority owned entity located outside of Polk County, and a price is offered by a women or minority owned entity that is within 2% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the women or minority owned entity will be awarded the bid if the women or minority owned entity is otherwise fully qualified and meets all County requirements.

When sealed bids are received that are greater than \$3,000,000.00 but do not exceed \$5,000,000.00, and the lowest price is offered by a non-women or minority owned entity located outside of Polk County, and a price is offered by a women or minority owned entity that is within 1% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match lowest price is reached, the women or minority owned entity will be awarded the bid if the women or minority owned entity is otherwise fully qualified and meets all County requirements.

When sealed bids are received that are greater than \$5,000,000.00, and the lowest price is offered by a non-women or minority owned entity located outside of Polk County, and a price is offered by a women or minority owned entity that is within .5% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match lowest price is reached, the women or minority owned entity will be awarded the bid if the women or minority owned entity is otherwise fully qualified and meets all County requirements.

The term "Women or Minority Owned Entity" means any business having at least 51% ownership by women or minority group members who independently control the management and day-to-day operations of the firm. Group members are Females, African Americans, Hispanic Americans, Asian-Pacific Americans, Native Americans, and Asian-Indian Americans.

If a contract is being funded in whole or in part by assistance of any deferral, state or local agency which disallows this form of preference, the County will adhere to those requirements by not applying this section.

This policy in no way supersedes the Local Preference Policy.

5. **NON-CONFORMANCE TO BID CONDITIONS:** Services not delivered as per delivery date in bid and purchase order may result in bidder being found in default, in which event any and all re-procurement costs may be charged against the defaulting vendor. This non-conformance to bid conditions may result in immediate cancellation of the purchase order.
6. **ASSIGNMENT:** Any purchase order issued pursuant to this bid and the monies which may become due herein is not assignable except with the prior written approval of the Procurement Director.
7. **DISPUTES:** In the event of any doubt or difference of opinion as to the methods provided herein, or the level of performance rendered, the decision of the user department/division director shall be final and binding on both parties.
8. **FACILITIES:** The County reserves the right to inspect the bidder's facilities at any time, with prior notice.
9. **PLACING OF ORDERS:** The award of this bid does not constitute an order. Before any services can be performed, the successful bidder must receive written or oral notification in accordance with the practices of the User Division.
10. **PRECEDENCE:** Any requirement set forth in any section of the bid documents shall be binding as if called for by all sections. If there is a difference in the terms anywhere in this document, the most restrictive shall prevail.
11. **ADDITIONS/REVISIONS/DELETIONS:** Additions, revisions or deletions to the general conditions, specifications or bid price sheets that change the intent of the bid will cause

the bid to be non-responsive and the bid will not be considered. The Procurement Director shall be the sole judge as to whether or not any addition, revision or deletion changes the intent of the bid.

12. **TERMINATION/SUSPENSION:** The Procurement Director reserves the right to terminate or suspend the award of this bid, in whole or in part, when it is in the best interest of the County to do so. The Procurement Director will notify the vendor, in writing, of any such action with notice of the effective date of termination or suspension. This notice shall also specify the state of the work at the time of termination or suspension.

If the User Division determines that the performance of the vendor does not comply with the bid requirements, the division may:

- a. Immediately suspend the work; and
 - b. Notify the vendor of the non-performance with a requirement that the deficiency be corrected within ten (10) days of notification.
13. **CANCELLATION:** All annual bid obligations shall prevail for at least one hundred eighty (180) days after effective date of the bid, unless bid conditions are breached as specified herein. After that period, for the protection of both parties, either party may cancel this bid in whole or part by giving thirty (30) days prior notice in writing to the other party. The County reserves the right to cancel any bid after reasonable written notice to the successful bidder should the service not be in the best interest of the County. Should the service rendered for any bid cause or threaten endangerment to public safety or welfare, the Procurement Director may cancel the bid immediately.
14. **PLANS AND SPECIFICATIONS:** The specifications and other bid documents upon which the prices in the vendor's bid proposal are based on are hereby made a part of the purchase order by reference thereto.
15. **PERFORMANCE AND PAYMENT BOND:** If a bond is required, it will be called out in the Special Conditions section of the bid. The vendor shall furnish a performance and payment bond, in an amount equal to the amount awarded, as security for the faithful performance and payment of all the vendor's obligations under the bid documents. The bond shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the bid documents. All bonds shall be in the form prescribed by the bid document except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated A VIII or better.
16. **UNAUTHORIZED ALIEN(S):** The vendor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such

violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful vendor will complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.

If your company wishes to avail themselves of this program, you can register online for E-Verify at <https://www.vis-dhs.com/EmployerRegistration>, which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit www.dhs.gov/e-verify or contact USCIS at 1-888-464-4218.

17. **ANNUAL APPROPRIATIONS:** The vendor acknowledges that the County, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the County's performance and obligation to pay under this agreement is contingent upon annual appropriation.
18. **PRICE INCREASES:** The Procurement Director Reserves the right to increase/decrease prices after the bid has been in place for a minimum of 12-months, when it is in the best interest of the County. Increases/decreases will be determined by the appropriate price index.
19. **UNCONTROLLABLE FORCES (FORCE MAJEURE):** When events occur that are not of the Contractor or County's doing, neither the Contractor nor the County will be deemed in default should the events meet the definition of "Uncontrollable Forces", also known as "Force Majeure". The term "Uncontrollable Forces" or "Force Majeure" shall mean any event which results in the prevention or delay of performance by a party of its obligations and which is beyond the reasonable control of the non-performing party. The events include, but are not limited to, fire, flood, earthquakes, storms, hurricanes, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied the event prior to its occurrence.

The non-performing party shall, within five (5) calendar days after being prevented or delayed from performance by an uncontrollable force, deliver written notice to the other party particularly describing the circumstance that prevented its continued performance of the obligations of the work and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay.

SPECIAL CONDITIONS

1. Award will be made based on overall low bid. All bid items that are part of the basis of award should be bid at a fair and reasonable price; failure to do so may cause the bid to be non-responsive. Bidders must bid on all items for the bid to be considered responsive. The Procurement Director reserves the right to reject any or all bids and/or waive any minor irregularities in the bids received, whichever would be in the best interest of the County.
2. **VENDOR REQUIREMENTS**
 - a. Vendors are required to own and operate their own Pipeline Vacuum Truck.
 - b. Vendors are required to own and operate their own Pipeline Video Inspection Truck or Van.
3. **PERFORMANCE OF WORK**

The work performed under this bid must be self-performed by the prime contractor. None of the work authorized under this bid shall be subcontracted.
4. The period of performance for this bid is from January 1, 2012 through December 31, 2012. It may be extended for two (2) one (1) year periods at the same terms and conditions, with the mutual agreement of all parties.
5. All prices bid shall remain unchanged during the period of performance, as specified herein, and as may be adjusted in accordance with item # 18, General Information.
5. The contractor shall provide all services to properly complete the work described in the bid documents, including but not limited to all labor, materials, supervision, equipment, tools, transportation, and supplies.
6. Except as amended in the bid documents or otherwise directed by the Director of Transportation, all work shall conform to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction; the Florida Department of Transportation Roadway and Traffic Design Standards; and the Manual of Uniform Traffic Control Devices, current editions.
 - a. The prices contained in the bid shall be guaranteed for the term of the bid.
 - b. The hierarchy of authority for this bid shall be:
 - First (Highest): Polk County Director of Transportation Division
 - Second: Polk County Project Manager
 - Third: Professional
 - Fourth: Construction Project Manager
 - Fifth: Inspector
 - c. No work shall be performed by the vendor for the County under this bid on any properties outside the limits of the project area without prior written permission of

the property owner. Any such permission shall be obtained by the Contractor and shall identify the provisions under which such work is to be performed and written permission obtained shall be provided to the Project Manager prior to the associated work being performed. The Contractor shall not be compensated for any work outside the project area and shall hold the County harmless for all liabilities associated with said work outside the project area.

- d. Upon execution of the bid, the County reserves the right to conduct an audit of the Contractor's records pertaining to the project. The County or its representatives may conduct an audit or audits at any time prior to final payment, or thereafter. The County may also require submittal of the records from the Contractor, Subcontractor(s), or both as the County deems necessary. Records include all books of account, supporting documents, and papers pertaining to the cost of performance of the project work.

7. **DEFINITIONS**

- a. "FDOT" Means the Florida Department of Transportation.
- b. "Inspector": Means the person designated as an agent or representative of the County to perform construction inspection.

8. **FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION**

- a. The current Division II Construction Details and Division III Materials in the FDOT Standard Specifications for Road and Bridge Construction, including all revisions current at the time of the bid, shall apply to this project.
- b. When the bid documents refer to:
 - "the Engineer" in the role of construction inspection and construction management, this term is the same as "Construction Project Manager" as defined in the Bid Documents.
 - "the Department" or "FDOT" in the role of owner of the project, the interpretation of the document shall be that the reference is to the County as the owner of the project.
 - "State Road," it shall mean any public roadway.
 - "the Department's acceptance tests," it shall mean the tests adopted by the County.
 - "the District and/or Central Labs," it shall mean the Contractor's testing subcontractor authorized by the County.

9. **PROJECT QUOTES AND WORK ORDERS**

- a. This annual bid includes desilting and video inspection of stormwater pipelines, manholes and inlets for multiple project work orders at various locations throughout Polk County according to the requirements of the bid documents. The project work order locations may be anywhere within Polk County.

- b. The County will issue a written request for services to the Contractor for each project by e-mail. A preliminary cost estimate prepared by County staff will be attached to the written request for services. The Contractor will then commence work. Payment for each project will be based on actual quantities used and unit prices from the bid, as approved by the County.
- c. The approved quote amount on any individual work order shall be the maximum compensation payable to the Contractor for that work order. The work order price may only be changed for altered quantities authorized by the County. If the Contractor desires to make a claim for a change in quantity or schedule of an authorized work order, any such claim shall be submitted to the County Project Manager in writing within three (3) working days of the occurrence of the event giving rise to the claim.

10. **PROJECT SCHEDULES**

The Contractor shall begin work on a project within seven (7) calendar days from the date that the request for services is issued by the County. Once the Contractor has begun work on a project, the Contractor shall complete the work and shall not pull off of the project unless there are unusual circumstances. In the case of unusual circumstances requiring the contractor to temporarily stop work on a project, the contractor will submit the reason for the temporary work stoppage to the County Project Manager by e-mail.

11. **OUT OF SCOPE WORK**

When preparing a work order proposal, if it is known or reasonably anticipated at the time that there are necessary items of construction that are not included on the price sheets of the bid or, during the course of executing a work order, the Contractor determines there are necessary items of construction that are not included on the price sheets of the bid, then the Contractor should submit an "out of scope" proposal to the costs, expenses and time; the County shall not be obligated in any event for payment over the amounts identified in the proposal. The "out of scope" services shall not be greater than fifteen percent (15%) of the "in scope" services.

Upon approval by the Project Manager, a request will be made to the Procurement Division for an "out of scope" purchase order. After the purchase order is issued, the User Division will issue a notice to commence for the "out of scope" services. If the County does not agree with the proposal, the Contractor will be required to resubmit the proposal with the requested changes and potential cost reduction. The County will review the revised proposal and if accepted a work order will be issued and a notice to proceed given to the Contractor. If the revised proposal is not accepted by the County, then the County may contact the second low bidder, if any, for a proposal or pursue other sources, whichever is in the best interest of the County.

12. **EMERGENCIES**

In the event of an emergency, the Contractor shall immediately notify the County.

13. MAINTENANCE OF TRAFFIC

- a. The terms Traffic Control Plan (TCP) and Maintenance of Traffic Plan (MOT Plan) are intended to be synonymous. The term Maintenance of Traffic (MOT) is the function presented in the TCP.
- b. The Contractor shall provide, install and maintain traffic devices for any work on local roads according to the FDOT Design Standards Index 600 series, latest edition, and applicable laws and ordinances. The traffic control shall provide a safe work zone and safe flow of traffic in and through the project site.
- c. The cost for maintenance of traffic on local roads shall be included in the unit cost for work items.
- d. The Contractor shall maintain all traffic control devices required for the work on local roads.
- e. The Contractor shall remove maintenance of traffic devices on local roads when no longer required at no additional cost to the County.
- f. MOT for work on collector roads will be provided by the County's Annual Maintenance of Traffic Contractor. The County will pay all costs for MOT on collector roads.
- g. The Contractor will provide the County with a minimum of three working days notice for a lane closure / flagging operation. Any cancellations by the Contractor require a minimum of one day notice so the County can cancel the flagging operation. If adequate cancellation notice is not provided by Contractor, the costs of the lane closure / flagging operation will be deducted from the project invoice.

14. UTILITY COORDINATION

The Contractor shall be responsible for "Sunshine One Call" for all locations incorporated into the work orders.

15. MATERIALS

- a. The Contractor shall provide copies of all delivery tickets, or invoices, for all materials and equipment to be used for the project to the County immediately upon delivery or as soon thereafter as is practical.
- b. Arrangements for storage areas for materials and equipment shall be the responsibility of the Contractor. Before mobilizing or storing any materials or equipment, the Contractor shall identify the areas to be used for storage in writing to the County. If property other than County right-of-way is proposed for storage, the Contractor shall provide the County a copy of the written approval or agreement from the property owner before mobilizing or storing any materials or equipment on said property.

16. WORKSITE VISIBILITY

No work shall be performed when the visibility is less than two (2) times the Stopping Sight Distance for the highest regulatory posted speed through the project area as

defined in the FDOT Manual of Uniform Standards for Design, Construction and Maintenance for Streets and Highways. Visibility distance shall be measured in all directions of travel and at locations and directed by the County. Project time extensions for substandard visibility shall be assessed according to FDOT Standard Specification Section 8-7.3.2.

17. **CONTAMINATION**

Any equipment that is leaking fuel, lubricant, coolant, hydraulic fluid or any other hazardous material shall immediately be repaired by the Contractor to stop the leak. The Contractor shall clean up and dispose of any leaked fluids according to all applicable laws, ordinances, rules and regulations within 24 hours of occurrence. All repairs, removal, clean-up and/or disposal shall be at no cost to the County.

18. **SAFETY**

- a. The Contractor is responsible for providing for the safety of all Contractor's or subcontractors personnel working in the project area.
- b. The Contractor is required to comply with Florida Statute (F.S.), Chapter 556, Underground Facility Damage Prevention and Safety Act. The Contractor is responsible for contacting Sunshine State One-Call of Florida, Inc., at 1-800-432-4770 or www.callsunshine.com, no less than two (2) business days (48 hours) and no more than 5 business days before beginning any excavation, the Contractor provide notification according to the procedures of the F.S. Chapter 556.

19. **WORK AREA CLEAN-UP REQUIREMENTS**

- a. During the progress of the work, the Contractor shall keep the premises and maintained travel lanes free from accumulations of waste, discarded or surplus material, rubbish and other debris or contaminates resulting from the work.
- b. Following completion of the work, Contractor shall remove all waste material, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment, machinery and surplus material. The Contractor shall leave the site clean and ready for occupancy by the County at substantial completion of the work.

20. **WORK STOPPAGE**

From time to time, it may be necessary for the Contractor to stop a portion of the work or all work to accommodate a civic function. If the Contractor will be required to stop work, the County Project Manager shall notify the Contractor a minimum of five (5) Working Days before any requested work stoppage. Following resuming work, the Contractor and the County Project Manager shall agree to and document the number of additional Days to be added to the project completion time to accommodate the requested work stoppage.

21. **BID BOND:** The bid bond shall be submitted with the bid proposal. For purpose of establishing bid value on which to base the bid bond, this bid is established at a value of approximately \$60,000.00. The bid bond shall be five percent (5%) of \$60,000. The bid bond shall be executed by a corporate surety authorized to do business in the State

of Florida. All bonds signed by an agent must be accompanied by a certified copy of authority to act and indicate that they are licensed to do business in the State of Florida.

22. INVOICE PAYMENTS

- a. By signing and submitting an invoice the Contractor certifies that all work and/or materials have been completed in accordance with the bid documents.
- b. Invoices shall be based on actual quantities used and shall be submitted within seven (7) working days after job completion.

23. If it becomes necessary to revise or amend any part of this bid, an addendum will be issued and will be posted on the County's website at www.polk-county.net "Procurement & Bids". It is the sole responsibility of the bidders to check the website to ensure that all available information has been received prior to submitting a bid.

24. For further bid information, contact Carolyn Cusano, Procurement Specialist, Procurement Division via email at carolyncusano@polk-county.net, or fax at (863) 534-6789.

TECHNICAL SPECIFICATIONS

PC-01 to PC-02 MOBILIZATION

Description: Perform preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site.

Include the costs of bonds and any required insurance and any other preconstruction expense necessary for the start of the work.

Basis of Payment: The work and incidental costs specified as being covered under this section will be paid for at the Contract lump sum price for the item of Mobilization.

PC-03 to PC-07 DESILTING PIPE

Description: Remove and dispose of silt, debris, vegetation, soil, rock, or any type of blockage inside a pipe to provide maximum drainage capacity.

General Requirements: Clean the pipe by removing all of the silt and debris so that the drainage capacity is one hundred per cent of the original design capacity of the pipe. Perform desilting operations in a manner not to damage the pipe or surrounding area.

Meet the requirements of Federal, State and local environmental standards and laws when performing all activities.

Meet the requirements of Section 104 Prevention, Control and Abatement of Erosion and Water Pollution of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction and revisions thereto (current at the time of contract letting).

When water is present, de-water the pipe to facilitate cleaning and inspection. Access to the pipe may require temporary removal of fence, signs, guardrail, grates or manhole covers. Replace according to FDOT standards at the completion of the desilting operation or each day, as appropriate for safety.

Identify and report to the Engineer necessary repairs to the pipes exposed during the desilting operation.

Dispose of all silt and debris removed in the desilting operations in areas meeting Federal, State and local rules and regulations. Silt and debris removed in the desilting operations shall not be deposited in County right-of-way or easements.

Repair or replace damage to turf, pavement, signs or structures, etc. due to negligence to the satisfaction of the Engineer at no additional cost to the County. Complete repairs prior to submission of the invoice for work accomplished.

Inspection: Maintain de-watering after completion of the desilting operations to allow for inspection.

Re-clean structures determined to be unacceptable by the Engineer within the time specified at no additional cost to the County.

Method of Measurement:

General: The cost of temporary removal and subsequent replacement of fence, signs, guardrail, grates or manhole covers will be incidental to the Desilting Pipe pay item. The cost of turf repair and pavement repair will be paid as out-of-scope unless caused by Contractor negligence. Contractor is responsible for turf repair and pavement repair caused by negligence at no pay.

Desilting Pipe: The quantities for payment will be the length in feet of pipe desilted and accepted. Elliptical, Arch, or Oval pipe will be paid at the equivalent diameter per FDOT Standard Index No. 205.

Basis of Payment: Price and payment will be full compensation for furnishing all equipment, tools, labor, disposal of silt and debris, de-watering, erosion and water pollution control, clean up and all incidentals necessary for the satisfactory performance of the work. The contractor is responsible for locating a water source as needed for the vacuum truck. The cost for connecting to the water source shall be included in the unit price for desilting pipe.

PC-08 VIDEO RECORDING OF PIPELINE

Description: Videotape the interior of stormwater pipelines to allow for the inspection of any defects.

General Requirements: Provide a high quality DVD in a MPEG2 format video with a standard resolution of 720 x 480. Use a camera with lighting suitable to allow a clear picture of the entire periphery of the pipe. Center the camera in the pipe both vertically and horizontally and be able to pan and tilt to a 90 degree angle with the axis of the pipe and rotating 360 degrees. Use equipment to move the camera through the pipe that will not obstruct the camera's view or interfere with proper documentation of the pipe's condition. Notes should be taken during the video recording process. The notes should include a sketch of the pipe system layout. Each structure will be assigned a number in the sketch. Provide the County with a copy of the notes. The video shall also include audio descriptions by the camera operator of any defects found within the pipe system.

The video image shall be clear, focused, and relatively free from roll, static, or other image distortion qualities that would prevent the reviewer from evaluating the condition of the pipe. The video will include an on screen identification before each section of pipe filmed. The identification will include the structure number, size of pipe, the date and time, and indicate which pipe is being filmed if multiple pipes are connected to a structure. Provide the County with a copy of the video.

Move the camera through the pipe at a speed not greater than 30 feet per minute. Mark the video with the distance down the pipe. The distance shall have an accuracy of one foot per

100 feet. Stop the camera when necessary and document the defects. Film the entire circumference at each joint.

The pipeline shall be free of standing or flowing water during videotaping.

Method of Measurement: The quantity to be paid will be the footage of pipe successfully videotaped, completed and accepted.

Basis of Payment: Price and payment will be full compensation for furnishing all equipment, tools, labor, and temporary dewatering to successfully videotape the pipeline. Pipe desilting is paid separately.

BID SHEET (SUBMITTAL PAGE)

FDOT #	UoM	Approx Qty	Item	Unit Price In Figures	Total Amount
101-1	LS	12	MOBILIZATION FOR PIPELINE VACUUM TRUCK	\$	\$
101-1	LS	12	MOBILIZATION FOR PIPELINE VIDEO INSPECTION TRUCK	\$	\$
430-94-1	LF	1,000	PIPE DESILTING (0 TO 24")	\$	\$
430-94-2	LF	500	PIPE DESILTING (25" TO 36")	\$	\$
430-94-3	LF	200	PIPE DESILTING (37" TO 48")	\$	\$
430-94-4	LF	150	PIPE DESILTING (49" TO 60")	\$	\$
430-94-5	LF	100	PIPE DESILTING (61" OR GREATER)	\$	\$
	LF	2,000	VIDEO RECORDING OF PIPELINE	\$	\$
			TOTAL		\$

VENDOR NAME

SIGNATURE ACKNOWLEDGEMENT (SUBMITTAL PAGE)

To Polk County, a Political Subdivision of the State of Florida

Date: _____

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 construction, service or material and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I have read and understand the bidding documents. I have completed and submitted all bid submittal forms, and I am authorized to sign this bid for the bidder. In submitting a bid to the County, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the County all rights, titles and interests in and to all causes of action it may now or hereafter acquire under the Anti-Trust Laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the bidder.

VENDOR NAME

AUTHORIZED SIGNATURE (MANUAL)

MAILING ADDRESS

NAME (TYPED OR PRINTED)

CITY, STATE AND ZIP CODE

TITLE (TYPED OR PRINTED)

(AREA CODE) TELEPHONE NUMBER

TOLL FREE NUMBER

(AREA CODE) FAX NUMBER

E-MAIL ADDRESS

This bid may be used by any other Government Agency. [] YES [] NO [] N/A

A Polk County Procurement Card will be accepted as method of payment. [] YES [] NO

NOTE: If Bidder checks "yes" above, Bidder agrees that the County will use a County issued Visa card for the payment of any and all invoices submitted as a result of the performance of this bid.

DRUG-FREE WORKPLACE FORM (SUBMITTAL PAGE)

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies

that _____ does:
(Name of Business)

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 programs, 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, plea of guilty or nolo contendere to, any violation of Chapter 1893 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.

Bidder's Signature

Date

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
(SUBMITTAL PAGE)

State of _____)

County of _____)

_____, being first
duly sworn, deposes and says that:

1. He/she is _____ of _____, the Bidder that has submitted the attached Bid;
2. He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstance respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidders nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid of any other Bidder, or to fix any overhead, profit or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20_____

(Title)

My Commission Expires: _____

INSURANCE REQUIREMENTS

The successful vendor shall purchase and maintain in force during the contract period the insurance as specified with an insurer licensed to do business in the State of Florida; rated "A VIII" or better by A.M. Best Rating Company for Class VIII financial size category. Polk County, a political subdivision of the State of Florida, must be named as an additional insured with respect to liability arising from all work performed for Polk County, for Automobile and General Liability policies of insurance. The certificate holder must be Polk County, a political subdivision of the State of Florida, P.O. Box 9005, Drawer AS05, Bartow, Florida 33831-9005. Workers' Compensation Insurance is required to provide statutory benefits, including those that may be required by any applicable federal statute. Any sole proprietor or partner actively engaged in the construction industry, and any corporate officer of a construction or non-construction industry corporation who elects to be exempt from the provisions of the workers' compensation law must provide either a workers' compensation exemption certificate (construction industry) or a letter stating the exemption status and number of employees (non-construction industry). Commercial General Liability Insurance \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages: Completed Operations: \$1,000,000, Broad Form CG&L \$1,000,000. Comprehensive Automobile Liability Insurance \$1,000,000; combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired and non-owned vehicles. The general liability and worker's compensation policies shall contain a waiver of subrogation in favor of Polk County. An original certificate of insurance must be on file in the Procurement Division before a purchase order will be issued. Any questions regarding insurance requirements may be directed to Carolyn Cusano, Procurement Specialist, Polk County Procurement Division, at (863) 534-6757.

INSURANCE (SUBMITTAL PAGE)

By signing below the Bidder is stating that they fully understand the insurance requirements for the project and if awarded the bid will provide all insurance coverage as required in Bid # 12-020.

The requirements are as follows:

- Bidder is insured with a company licensed to do business in the State of Florida
- The insurance company is rated A VIII or better by A.M. Best Rating Company (Workers Compensation, General and Automobile policies)
- Polk County will be named as an additional insured for general and automobile liability
- The General Liability and Worker's Compensation policies will contain waiver of subrogation in favor of Polk County

Company Name

Bidder (signature)

SAFETY REQUIREMENTS/REGULATIONS

1.0 All Bidders are required to submit, with their Bid Proposal, the Safety Requirements/Regulations form. Any questions regarding compliance with the safety requirements/regulations provision shall be directed to the County Safety Officer, Risk Management, at (863) 534-5267.

1.1 The Contractor is responsible for observing all OSHA regulations and shall self inspect to ensure this is accomplished. The Contractor shall ensure that all personnel are properly trained and shall be able to provide documentation for their personnel that have attended training courses. Examples of such training courses are: Hazard Communications, Traffic Work Zone Safety, Personal Protective Equipment, First Aid/CPR, Permit Required Confined Space, Lock out/Tag Out of Hazardous Energy. All contractors are required to comply with OSHA Standards regardless of the number of employees they may have.

1.2 A County representative may periodically monitor work site safety. Should there be safety and/or health violations, classified as Serious, Willful or Criminal/Willful Violations, the County's representative may have the authority, but not the duty, to require the Contractor to correct the violation in an expeditious manner. Inspections shall be based on requirements contained in law. The definitions of serious, willful and criminal/willful violations are as follows:

Serious Violation: A serious violation shall be deemed to exist in a place of employment if there is a substantial probability that death or serious physical harm could result from a condition which exists, or from one or more practices, means, methods, operations, or processes which have been adopted or are in use, in such place of employment unless the employer did not, and could not, with the exercise of reasonable diligence, know of the presence of the violation.

Willful Violation: May exist where evidence shows that the employer committed an intentional and knowing violation of the Act.

Criminal/Willful Violation: A repeat violation of a previously cited willful violation.

Violation of Serious, Willful or Criminal violation may have the following consequences:

First violation: correction may be a verbal warning and the correction shall be done the same day. Written documentation may be maintained by the County.

Second violation: may result in work stoppage until the violation is corrected. The work stoppage shall not entitle the Contractor to additional contract time or compensation. Liquidated damages provision will remain in full force and effect.

Third violation: this may constitute a breach of contract for safety violations and may result in termination of the contract at the sole discretion of the County.

Note: The County Safety Officer may stop any job to ensure the safety of all concerned.

1.3 Should the work site be in a hazardous area, the County shall furnish the Contractor with information concerning hazards such as types or identification of known toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist the Contractor in the planning of a safe work site.

1.4 The Contractor shall be aware that while working for the County, representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA), and the Division of Safety, State of Florida, are invitees and need not have warrants or permission to enter the work site. These agencies, as well as the County Safety Officer, enter at the pleasure of the County.

1.5 The Contractor shall designate a competent person of its organization whose duty shall be the prevention of accidents at the site. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the County. All communications to the superintendent shall be as binding as if given to the Contractor.

SAFETY REQUIREMENTS/REGULATION FORM (SUBMITTAL PAGE)

Bidder must sign and have notarized:

The undersigned bidder hereby certifies that they fully understand the safety requirements/regulation provisions and will comply.

Dated this _____ day of _____, 20_____

Name of Firm_____

By_____

Title of Person Signing

(SEAL)

SWORN TO AND SUBSCRIBED BEFORE ME

This _____ day of _____, 20_____

Notary Public:_____

My Commission Expires:_____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
(hereinafter called the Principal) and _____ (hereinafter called
the Surety), a Corporation chartered and existing under the Laws of the State of _____, and
authorized to do business in the State of Florida, are held and firmly bound unto the Board of
County Commissions, Polk County, Florida, in the full and just sum of _____
dollars(\$_____) good and lawful
money of the United States of America, to be paid upon demand of the County, to which payment
will and truly be made, we bind ourselves, our heirs, executors administrators, successors, and
assigned jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the County, a Bid Proposal for the
purpose of **Bid 12-020 Cleaning & Video Inspection Stormwater Pipelines**

WHEREAS, the Principal desires to file this Bond in lieu of a certified Bidder's check otherwise
required to accompany this Bid Proposal;

NOW THEREFORE, the conditions of this obligation are such if the Bid Proposal is accepted, the
Principal shall, within ten (10) days after the date of receipt of written Notice of Award of Contract
execute a Contract in accordance with the Bid Proposal and upon the terms, conditions and price
set forth therein, in the form and manner contained in the Contract Documents and execute a
sufficient and satisfactory Contract documents and execute a Performance and Payment Bond
payable to County, in the amount of 100 percent (100%) of the total Contract Price, in form and
with surety satisfactory to said County, then this obligation to be void, otherwise to be and remain
in full force and virtue in law, and the surety shall, upon failure of the Principal to comply with any
or all of the foregoing requirements within the time specified above, immediately pay to the
aforesaid County, upon demand, the amount of this Bond, in good and lawful money of the United
States of America, not as a penalty, but as liquidated damages.

This bid shall be binding upon the Principal and Surety in the amount of three thousand dollars
(\$3,000.00).

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly
signed and sealed this _____ day of _____ 20 _____.

ATTEST:

Witness

Witness

PRINCIPAL: _____

BY: _____(SEAL)
Authorized Signature (Principal)

Printed Name

Title of Person Signing Above

ATTEST:

Witness

Witness

Witness

Witness

SURETY: _____

BY: _____(SEAL)
Authorized Signature

Printed NameBY: _____(SEAL)
(Attorney in Fact)

Printed Name

Business Address

NOTES:

1. Write in the dollar amount of the bond which must be three thousand dollars (\$3,000.00)
2. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
3. Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: 12-020 PROJECT NAME: Cleaning & Video Inspection Stormwater Pipelines

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature

Title

Date

STATE OF: _____

COUNTY OF: _____

The foregoing instrument was signed and acknowledged before me this ____ day of _____, 20____, by

_____ who has produced
(Print or Type Name)

_____ as identification.
(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration