

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: 12-036, Guardrail Removal, Replacement, Installation

Description: Provide all necessary labor, materials, equipment, supervision, tools, transportation and supplies to perform on-call services for guardrail removal, replacement and installation projects at various locations throughout Polk County.

Receiving Period: Wednesday, January 18, 2012, Prior to 2:00 p.m.

Bid Opening: Wednesday, January 18, 2012, 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

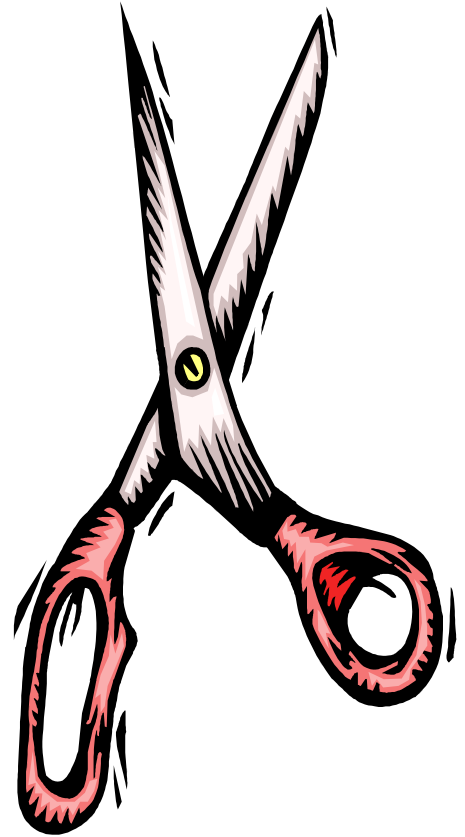
SEALED BID NO.: 12-036

BID TITLE: Guardrail Removal, Replacement, Installation

DUE DATE/TIME: Wednesday, January 18, 2012 prior to 2:00 p.m.

SUBMITTED BY: _____
(Name of Company)

DELIVER TO: PROCUREMENT DIVISION
330 West Church Street, Room 150
Bartow, Florida 33830



POLK COUNTY BOARD OF COUNTY COMMISSIONERS

**Procurement Division
Fran McAskill
Procurement Director**

**Bid #12-036
GUARDRAIL REMOVAL, REPLACEMENT, INSTALLATION**

Polk County, a political subdivision of the State of Florida, requests the submittal of bids from vendors that are interested in providing all necessary labor, materials, equipment, supervision, tools, transportation and supplies to perform on-call services for guardrail removal, replacement and installation projects at various locations throughout Polk County as described herein. Sealed bids will be received in the Procurement Division, **prior to 2:00 p.m., January 18, 2012.** Bids will be opened at 2:00 p.m., January 18, 2012.

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, Contract 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, Room 150
Bartow, Florida 33830
(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) 534-0055.
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 businesses 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. The Procurement Director shall be the sole judge of what is fair and reasonable. Bidders must bid on all items except for Item No. 102-1, Maintenance of Traffic, 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. **PERFORMANCE OF WORK:** Portions of the work required under this bid may be performed by subcontractors. Should the successful vendor plan to use subcontractors from the beginning to perform the required work, the vendor must provide a list of subcontractors to the Procurement Division for approval prior to bid award. Should the successful vendor require subcontractors to perform any work during the course of the work assigned under this bid, the vendor must also provide a list of subcontractors to the Procurement Division for approval. The vendor shall be fully responsible for all acts and omissions of their subcontractors and of persons directly or indirectly employed by them and of persons for those acts any of them may be liable to the same extent as if they were employed by the vendor. All submittals required of the prime vendor shall also be required from the subcontractor. Any work performed by the successful vendor or sub-contracted out must meet all regulated deadlines.
3. The period of performance for this bid is from date of award 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.
4. All prices bid shall remain unchanged during the period of performance, as specified herein, and as may be adjusted in accordance with General Instructions Item # 18.
5. 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. 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.
6. To review the current contract prices vendors may visit the County's website <http://www.polk-county.net/bids.aspx?type=ab> and search for the appropriate bid title.
7. Vendors must possess a Polk County Local Business Tax Receipt (f/k/a Business License) in order to do business with the Polk County Board of County Commissioners. A copy of such license must be provided to the Procurement Division before award is made to the successful vendor.
8. All questions must be in writing and must be submitted to Carolyn Cusano, Contract Specialist, Procurement Division via email: carolyncusano@polk-county.net, or fax (863) 534-6789.

9. This is not an exclusive contract. Award of this term contract to any Contractor shall impose “no” obligation on the County to utilize that Contractor for all work of this type which may develop during the period of this contract. The County specifically reserves the right to concurrently contract with other Contractors for similar work if it is deemed such to be in the best interest of the County.
10. Bidder must bid on each item except for Item No. 102-1, Maintenance of Traffic, in order to be considered for award. Otherwise, the bid will be considered non-responsive. While placing a line item in this bid is no guarantee that the line item will actually be used, or if used there is no guarantee of the quantity that will be used, the bidder must enter a price that is reasonable for each and every line item. For a price to be considered reasonable it must, at a minimum, be equal to or greater than the actual cost of the item or else it shall be the bidder’s responsibility to prove that the item is being offered at a discount to the original cost for purposes of liquidation or inventory reduction. The County will analyze these factors during bid analysis and will deem those bidders who do not comply with this requirement as non-responsive.
11. 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.
12. Except as amended in the Bid Documents or otherwise directed by the Director of Transportation Engineering, 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. Mobilization and layout will be incidental to the work.
 - b. The prices contained in the bid shall be guaranteed for the term of the bid.
 - c. The hierarchy of authority for this bid shall be:
 - i. First (Highest): Polk County Director of Transportation Engineering
 - ii. Second: Polk County Project Manager
 - iii. Third: Professional
 - iv. Fourth: Inspector
 - d. No work shall be performed under the provisions of this bid on any properties outside the limits of the project area without prior written permission of the lawful affected landowner. 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.

- e. 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, the subcontractor, 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.

13. 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.

14. FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION:

- a. Unless otherwise directed by the Director of Transportation Engineering, 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:
 - i. "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.
 - ii. "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.
 - iii. "State Road," it shall mean any public roadway.
 - iv. "the Department's acceptance tests," it shall mean the tests adopted by the County.
 - v. "the District and/or Central Labs," it shall mean the Contractor's testing subcontractor authorized by the County.
- c. If any conflicts exist between the specifications prescribed in the Bid Documents, the more stringent requirement shall apply.

15. LICENSING AND QUALIFICATIONS:

- a. The Contractor shall be licensed to do business in the State of Florida. The Contractor shall be able to obtain, and maintain all required insurances.

16. PROJECT QUOTES AND WORK ORDERS:

- a. The County will request a written quote from the Contractor for each project. The quote will be based on the results of a site visit with the Contractor and the County. The site visit will be made within (5) five days of the County's request for quote. The Contractor's quote will be based on unit prices submitted in the bid, and will be provided within (5) five days after the site visit. If the County agrees with the quote, a work order will be issued and notice to proceed given to the Contractor. The Contractor will then commence work and proceed in accordance with the approved schedule. Payment for each project will be based on actual quantities used and unit prices from the bid, as approved by the County.
- b. 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.

17. PROJECT SCHEDULES: The Contractor shall submit a construction schedule with the project quote for each work order. The duration and sequence for each work order will be established by County.**18. 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 ten percent (15%) of the "in scope" services.

Upon approval by the Project Manager, a request will be made to the Purchasing Division for an "out of scope" Purchase Order. After the Purchase Order is issued, the 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.

19. TESTING AND INSPECTIONS:

- a. The Contractor is responsible for all required testing on the project except when the Bid Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction specifically require any Work to be inspected or tested by someone other than the Contractor. For these inspections and testing,

the Contractor shall give the County 48-hours notice to prepare for the required inspections or testing.

- b. Except as described above, all inspections, tests or approvals shall be at the Contractor's expense and shall be included in the unit cost for the appropriate pay item. For all required inspections, tests and approvals on any Work prepared, performed or assembled away from the site, the Contractor will furnish the Project Manager with the required Certificates of Inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Material (ASTM) or such other applicable organizations as may be required by law or the Bid Documents.
 - c. Material or Work in place that fail to pass acceptability tests shall be removed and reconstructed according to the bid requirements at the Contractor's expense.
 - d. No work shall be performed, nor materials used, without supervision and/or inspections by a representative of the County. The County representative shall have the authority to test and reject any materials and suspend the subject work at any time.
20. EMERGENCIES: In the event of an emergency, the Contractor shall immediately notify the County.
21. SUSPENSION OR STOPPING WORK BY THE CONTRACTOR: The Contractor may not stop work on any project work order without the documented approval of the County's Project Manager. If the Contractor stops work without authorization, the Contractor may be charged Liquidated Damages in the amount of \$250.00 per day starting on the day the work stops until the Contractor resumes the work and a Deficiency Letter may be issued for the Work Order.
22. WORK STOPPAGE:
- a. 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 Construction 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 Construction 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.
 - b. Hurricanes and other storm events will be monitored on a day by day basis. In the event of the Contractor is required to stop work for weather related events, it is the Contractor's responsibility to safely secure the site.

23. 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 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. In the event the FDOT Design Standards do not apply, the TCP shall be developed by a specialty Engineer who is FDOT certified in advance work zone traffic control. The Contractor shall submit a copy of the certificate, issued by the FDOT, for the person responsible for TCPs. This documentation shall be submitted to the County Project Manager prior to construction.
- d. The Contractor shall maintain all traffic control devices required for the work.
- e. The Contractor shall remove maintenance of traffic devices when no longer required at no additional cost to the County.
- f. The cost to maintain traffic, to include the specialty engineer responsible for TCPs, item, material, labor and any incidentals, shall be included in the work order under the Lump Sum Item No. 102-1, Maintenance of Traffic.
- g. At the discretion of the County, maintenance of traffic may be provided by the County.
- h. When a lane and/or road closures is required, the Contractor shall submit a completed Request for Lane or Road Closure Form to the Construction Project Manager at least 10 calendar days before the date of the proposed closure. At the discretion of the County, the maintenance of traffic for the lane and/or road closure may be provided by the County's Annual Maintenance of Traffic Contractor. No closures shall be implemented without County approval.

24. UTILITY COORDINATION: The Contractor shall be responsible for "Sunshine One Call" for all locations incorporated into the work orders.**25. 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.

26. **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.
27. **EROSION CONTROL:**
- a. The Contractor shall conform to the requirements of Polk County Ordinance No.93-06 and the FDOT Standard Specifications Section 104.
 - b. When erosion control devices or measures fail to prevent erosion or pollution, the Contractor shall be responsible for removing or cleaning up the eroded materials or pollution to the satisfaction of the County and/or State agency having jurisdiction at no additional cost to the County.
 - c. The Contractor shall remove and dispose of temporary erosion control devices after construction and/or establishment of the associated permanent erosion control devices or as directed by the County. The cost for maintenance and removal shall be included in the unit price for the individual erosion control devices.
28. **GRASSING:** Immediately before placing or installing sod, the Contractor shall shape and rake the prepared soil surface by hand. The cost for shaping and raking shall be included in the unit price for Performance Turf.
29. **HISTORICAL AND ARCHAEOLOGICAL:** If historical or archaeological artifacts are discovered at any time on the project site, the Contractor must notify the County, the Water Management District, the Florida Department of State and the Division of Historical Resources. The Contractor shall follow any rules or requests from agencies with jurisdiction. If required to stop work, delay work or perform extra work in the affected area, delays and additional costs will be considered an unforeseen difficulty according to Section 9-2.1 of the FDOT Special Provisions.
30. **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.
31. **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.

32. 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.

33. 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. Each invoice submitted by the Contractor shall include a copy of material certifications for all materials used in the work.
- c. Invoices shall be based on actual quantities used and shall be submitted seven (7) working days after job completion.

TECHNICAL SPECIFICATIONS

1. PROJECT DESCRIPTION SCOPE OF WORK:

- a. This annual bid includes the removal, replacement and installation of guardrail for multiple project work orders at various locations throughout Polk County according to the requirements of the Bid Documents.
- b. The length of construction for any project work order will vary.
- c. The project work order locations may be anywhere within Polk County.

2. WORK HOURS: The normal construction hours of operation are 7:00 a.m. to 7:00 p.m., Monday through Friday, excluding holidays. If the Contractor desires to work outside of the regular hours, a request must be made 48 hours prior to the planned work.

3. GUARDRAIL:

- a. Any damage to existing structures, trees, grass, public or county property due to mobilization, removal, material storage, or installation of guardrail caused by the Contractor that is not necessary for installation shall be restored at no cost to the County.
- b. The cost of clearing and grubbing associated with guardrail work is considered incidental and shall be included in the unit cost of guardrail.

4. BID ITEM NOTES:

- a. 110-3, REMOVAL OF EXISTING STRUCTURE, shall be used for removing existing concrete barrier rails and its proper disposal. Price shall include restoring any damaged concrete due to removal.
- b. 400-2-15, CLASS II CONCRETE (Miscellaneous), shall be used for transition blocks and/or for constructing concrete barrier rails and curbs.
- c. 400-143 CLEANING AND COATING. If the Bridge Number and Date is removed or obscured by any action, they shall be reapplied in a clearly visible like manner. Cost shall be incidental to the work.
- d. 400-143 -2 CLEANING AND COATING BRIDGE POST AND RAIL, LF. This includes all sides of the bridge post and rail system from the curb line to the outside bottom edge line of the bridge deck. Paint system shall be from the FDOT Qualified Products List and shall be Sherwin Williams color SW7050, unless otherwise specified.
- e. 400-143 -3 CLEANING AND COATING BRIDGE BARRIER RAIL, LF. This includes all sides of the bridge barrier system from the curb line to the outside bottom edge line of the bridge deck. Paint system shall be from the FDOT

Qualified Products List and shall be Sherwin Williams color SW6120, unless otherwise specified.

- f. 415-1-1, REINFORCING STEEL (Miscellaneous), shall be used for transition blocks and/or constructing concrete barrier rails and curbs.

5. COUNTY RESPONSIBILITIES:

- a. Verification of Right-of-Way or property lines.
- b. Removal of trimming of large trees (8" in diameter or greater) prior to construction.

6. SPECIFICATIONS PACKAGE: As part of this Bid, these Technical Specifications shall supplement the latest version of the FDOT Standard Specifications for Road and Bridge Construction:

BID SHEET

The bid sheets for this solicitation are available in Excel format on the County's "Notice of Bids" page (<http://www.polk-county.net/bids.aspx>). All Bid Sheets are to be submitted on a CD with your Bid Package along with the hard copy. The CD must be labeled with the company name and Bid number.

Deviation from the Bid Sheets is strictly prohibited and will not be accepted. The Bid Sheets are locked and you need only enter the unit cost. The Bid Sheet will automatically calculate the extensions. Therefore, you must enter the Unit Cost per the Unit Packaging as requested on the Bid Sheets.

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 being 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 12-036.

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: _____

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: _____ PROJECT NAME: _____

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