

QUOTE 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.

Quote Number and Title: Q 12-034, Maintenance of Scales

Description: Provide all labor, equipment, materials, and supplies necessary to maintain and repair the scales at the North Central Landfill (NCLF)

Receiving Period: Tuesday, December 6, 2011, Prior to 10:00a.m.

Quote Opening: Tuesday, December 6, 2011, 10:00 a.m.

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

QUOTE 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 quote 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 quote envelope to identify it as a "Sealed Quote". Be sure to include the name of the company submitting the quote where requested.

SEALED QUOTE • DO NOT OPEN

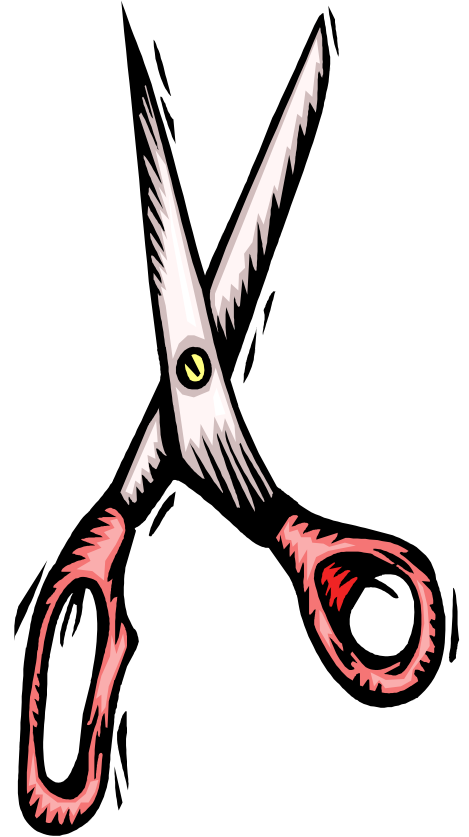
SEALED QUOTE NO.: Q 12-034

QUOTE TITLE: Maintenance of Scales

DUE DATE/TIME: Tuesday, December 6, 2011 prior to 10:00 a.m.

SUBMITTED BY: _____
(Name of Company)

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



Fran McAskill
Director
Procurement Division



PO Box 9005, Drawer AS05
Bartow, Florida 33831
Phone: (863) 534-5610
Fax: (863) 534-6789

Board of County Commissioners

NOTICE

Q 12-034, Maintenance of Scales

Notice is hereby given that quotations will be received in the office of the Polk County Procurement Division, 330 West Church Street, Bartow, Florida, 33830, prior to **10:00 a.m., Tuesday, December 6, 2011**, for **Maintenance of Scales at the North Central Landfill (NCLF)** (for complete minimum specifications, see quote package).

NOTE: Quotations received in the Procurement Division after the time and date stated will not be considered. No Exceptions.

For further information, contact Chris Rewis, Procurement Manager, Polk County Procurement Division, via email at chrisrewis@polk-county.net or via fax at (863) 534-6789.

The Procurement Director reserves the right to reject any or all quotations when it is in the best interest of the County to do so.

All quote submittals must be completed and submitted to Polk County Procurement. Submittals may be submitted to Polk County Procurement Division via e-mail at chrisrewis@polk-county.net; via fax at (863) 534-6789; via U.S. mail to: P.O. Box 9005, Drawer AS05, Bartow, FL 33831-9005; or in person to: 330 West Church Street, Room 150, Bartow, Florida 33830. **IF SUBMITTED BY MAIL DO NOT INCLUDE MORE THAN ONE SUBMITTAL PER ENVELOPE.** The submittal must be plainly marked: "Q 12-034 Maintenance of Scales – December 6, 2011."

Date: November 17, 2011

Total of Pages: 9, including this page

INSTRUCTIONS

1. Polk County, a political subdivision of the State of Florida, requests the submittal of quotes from vendors that are interested in providing **all** labor, equipment, materials and supplies necessary to maintain the scales at the North Central Landfill (NCLF), including repairs, inspections, cleaning, servicing, and tests. Award will be made based on low quote for Item 1b. Bidders must quote all items in order for the quote to be considered responsive. All items must be quoted at a fair and reasonable price; failure to do so may cause the submittal to be deemed non-responsive. The Procurement Director reserves the right to reject any or all quotes and/or waive any minor irregularities in the quotes received, whichever would be in the best interest of the County.
2. **ADDITIONS/REVISIONS/DELETIONS:** Additions, revisions or deletions to the general conditions, specifications or quote price sheets that change the intent of the quote will cause the quote to be non-responsive and the quote 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 quote.
3. The period of performance for this quote is from date of award through September 30, 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. **SEALED QUOTES:** All quote submittals must be completed and submitted in a sealed parcel. **(DO NOT INCLUDE MORE THAN ONE QUOTE SUBMITTAL PER ENVELOPE. QUOTE SUBMITTAL SHALL INCLUDE ONE (1) ORIGINAL AND ONE (1) COPY OF ORIGINAL.)** The **Original** quote submittal(s) shall be submitted on the forms provided by Polk County. All quotes are subject to the conditions herein; failure to comply will subject quote to rejection.
5. Receiving date is Tuesday, December 6, 2011 prior to 10:00 a.m.
6. All prices quoted shall remain unchanged during the period of performance, as specified herein.
7. **CODE OF ETHICS:** If any vendor 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 quote, such vendor may be disqualified from performing the work described in this quote or from furnishing the goods or services for which the quote is submitted and shall be further disqualified from quoting on any future quotes for work, goods, or services for the County.
8. **LOCAL PREFERENCE:** It is the policy of the Board of County Commissioners to afford local preference to Polk County owned entities in the award of quotes. Preference shall be administered in accordance with the following:

When written quotations are received, 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 quote 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.

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

When written quotations (less than \$50,000.00) are received, 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 the lowest price is reached, the women or minority owned entity will be awarded the quote 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 section.

This policy in no way supersedes the Local Preference Policy.

10. **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**.

11. **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.
12. **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.

13. If further technical or quote information is required, contact Chris Rewis, Procurement Manager, via email at chrisrewis@polk-county.net, or via fax at (863) 534-6789.

SPECIFICATIONS

1. The quoted price shall include all inspections, servicing, cleaning and tests required to comply with Florida Department of Agricultural Regulations and must be State Certified.
2. A written report stating the conditions of each scale, with recommendations, shall be furnished after each inspection.
3. Before inspections are done, the top surface of the scales and the ground surface under the scales, which the scales sit on, must be cleaned of all debris.
4. One (1) inspection is to be made during the months of February, May, August and November.
5. Vendors shall have a minimum of 26,000 pounds of weights when performing inspections and/or repairs, in addition to the service truck.
6. Vendor shall supply all tools and equipment necessary to perform maintenance and repairs of scales.
7. All replacement parts provided with service will be new and in accordance with the scale manufacturer's specifications.
8. Vendor shall inspect all moving parts that affect a scale. This includes a visual inspection of all pivots, bearings (and/or load cells), suspension elements, lever (or load cell) stands, shackles, platforms and the weighbridge structure of a scale.
9. Vendor shall conduct a sectional test with a heavy-duty test vehicle equipped with a sufficient amount of certified test weights. (Weights by Certificate traceable to NIST standard.)
10. Vendor shall conduct a weight test with certified test weights.
11. Vendor shall make manufacturer recommended field adjustments, in accordance with regulations of the National Institute of Standards and Technology (NIST) and the Florida Department of Weights and Measures.
12. Vendor shall furnish the Facility Manager with a written report on the condition and accuracy of each scale; with adjustments (if any) made to a scale; and with **recommendations for improved care and operations of a scale.**
13. Replace all o-rings on load cells at least once during the contract year (one year) as part of the quarterly inspection.
14. Description of scales: two (2) each rice Lake Weighing Systems electronic Thurman pit-less, low profile concrete deck and one (1) each B-Tek Centurion steel deck truck scales with digital electronic instrumentation.

15. The B-Tek Centurion steel deck truck scale and related equipment is under warranty. It shall be the vendor's responsibility to recover payment for work done on that scale through and under the terms of the warranty.
16. There are three (3) scales located at the NCLF, State Road 540, Winter Haven, Florida.

QUOTE SHEET

1. For each periodic inspection, including all labor, travel and expense:
 - a. North Central Landfill \$ _____
 - b. Annual Net Cost [Item a x 4 quarterly inspections] \$ _____
2. Repair and/or replacement parts additional cost. _____ %
(Discount off Manufacturer price lists.)
3. Interim repair services (additional cost):
 - a. Mechanic/Technician Hourly Rate
Regular Hours \$ _____
Overtime & Saturday Hours \$ _____
Sunday & Holiday Hours \$ _____
 - b. Test Truck Mileage Charge (per mile) \$ _____
 - c. Utility Vehicle Mileage Charge (per mile) \$ _____
4. Minimum Billings:
 - a. Parts \$ _____
 - b. Labor \$ _____

Firm Name

By:

Authorized Signature

P.O. Box/Street Address

Typed Name & Title

City, State and Zip Code

Telephone Number

E-Mail Address

Fax Number

Date: _____

SIGNATURE ACKNOWLEDGEMENT (SUBMITTAL PAGE)

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

Date: _____

I certify that this quote 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 quote and certify that I have read and understand the quoting documents. I have completed and submitted all quote submittal forms, and I am authorized to sign this quote for the vendor. In submitting a quote to the County, the vendor offers and agrees that if the quote is accepted, the vendor 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 vendor.

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 Purchasing Card will be accepted as method of payment. [] YES [] NO

NOTE: If Vendor checks "yes" above, Vendor 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 quote.

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 quote 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 quote, 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.

Vendor's Signature

Date

**NON-COLLUSION AFFIDAVIT OF PRIME VENDOR
(SUBMITTAL PAGE)**

State of _____)

County of _____)

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

1. He/She is _____ of _____, the Vendor that has submitted the attached Quote;
2. He/She is fully informed respecting the preparation and contents of the attached Quote and of all pertinent circumstance respecting such Quote;
3. Such Quote is genuine and is not a collusive or sham Quote;
4. Neither the said Vendor 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 Vendor, firm or person to submit a collusive or sham Quote 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 Vendor, firm or person to fix the price or prices in the attached quote of any other Vendor, or to fix any overhead, profit or cost element of the Quote Price or the Quote Price of any other Vendor, 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 Quote are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Vendor 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, 2470 Clower Lane, Bartow, Florida 33830. Workers' Compensation Insurance providing 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 \$500,000 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: \$500,000, Broad Form CG&L \$500,000. Comprehensive Automobile Liability Insurance \$500,000; 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 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.

INSURANCE (SUBMITTAL PAGE)

By signing below the Bidder is stating that they fully understand the insurance requirements for the project and if awarded the quote will provide all insurance coverage as required in Quote # 12-034.

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)

STATEMENT OF NO QUOTE

If submitting a "No Quote", Bidder shall return this form to The Polk County Board of County Commissioners Procurement Division, ATTN: Chris Rewis, 330 West Church Street, Bartow, Florida 33830; via fax at (863) 534-6789, or via email to chrisrewis@polk-county.net.

We have declined to bid on the above-mentioned quote for the following reasons:

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

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We understand that if the "No Quote" form is not executed and returned, our name may be deleted from the list of qualified bidders for the County for further projects.

|                               |                                   |
|-------------------------------|-----------------------------------|
| _____<br>Typed Name and Title | _____<br>Address                  |
| _____<br>Signature            | _____                             |
| _____<br>Company              | _____<br>Telephone and Fax Number |
| _____<br>Date                 | _____<br>Email Address            |

## AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: Q 12-034

PROJECT NAME: Maintenance of Scales

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