

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 Purchasing Division as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

Bid Number and Title: 09-125-CAR, Tree Trimming for Roadway Maintenance

Description: Provide all necessary labor, tools, equipment, supplies, and supervision to trim and or remove trees and stumps at locations throughout Polk County for the Roadway Maintenance Division.

Receiving Period: Wednesday, August 26, 2009, Prior to 2:00p.m.

Bid Opening: Wednesday, August 26, 2009, 2:00p.m.

A **MANDATORY PRE-BID MEETING** will be held Monday, August 10, 2009, at 2:00 p.m. at the Purchasing Division conference room B, 2470 Clower Lane, Bartow, Florida.

Special Conditions: This is an annual bid; services are on an as-needed basis. This bid is for use by Roadway Maintenance only.

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

**BIDDER REGISTRATION
FAX THIS FORM BACK IMMEDIATELY
FAX: (863) 534-0055**

Carefully complete this form and mail or fax it to the Purchasing 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

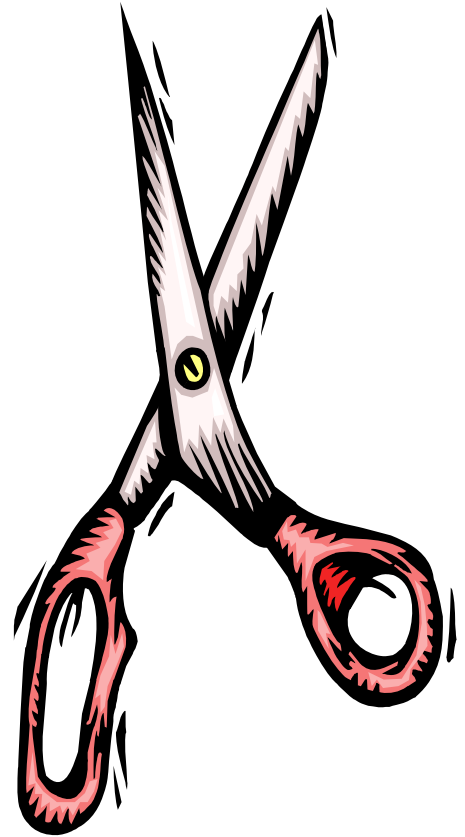
SEALED BID NO.: 09-125-CAR

BID TITLE: Tree Trimming for Roadway Maintenance

DUE DATE/TIME: Wednesday , August 26, 2009 prior to 2:00 p.m.

SUBMITTED BY: _____
(Name of Company)

DELIVER TO: PURCHASING DIVISION
2470 Clower Lane
Bartow, Florida 33830



POLK COUNTY BOARD OF COUNTY COMMISSIONERS

**Purchasing Division
W.A. "Buddy" Storey
Purchasing Director**

**Bid #09-125-CAR
TREE TRIMMING FOR ROADWAY MAINTENANCE**

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, tools, equipment, supplies, and supervision to trim and or remove trees and stumps at locations throughout Polk County for the Roadway Maintenance Division as described herein. Sealed bids will be received in the Purchasing Division, **prior to 2:00p.m, August 26, 2009**. Bids will be opened at 2:00p.m., August 26, 2009.

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 **Chris Rewis, Contract Specialist, via E-mail chrisrewis@polk-county.net or fax (863) 534-0055.**

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

**Purchasing Division
2470 Clower Lane
Bartow, Florida 33830
(863) 534-5610
STATEMENT OF NO BID**

If you do not intend to submit a bid, please complete the information below and return to the Purchasing 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 PURCHASING 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 Purchasing 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 Purchasing Director or his representative. 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 Purchasing 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 Purchasing 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 Purchasing 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. **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. **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.
5. **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 Purchasing Director.
6. **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.
7. **FACILITIES:** The County reserves the right to inspect the bidder's facilities at any time, with prior notice.
8. **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.
9. **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.
10. **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 Purchasing

Director shall be the sole judge as to whether or not any addition, revision or deletion changes the intent of the bid.

11. **TERMINATION/SUSPENSION:** The Purchasing 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 Purchasing 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.
12. **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 Purchasing Director may cancel the bid immediately.
13. **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.
14. **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.
15. **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**.

16. **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.
17. **PRICE INCREASES:** The Purchasing 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.

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 considered non-responsive. Bidders must bid on all items for the bid to be considered responsive. The Purchasing 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:** The work required under this bid shall be performed by the entity submitting the bid.
3. The period of performance for this bid is from date of award through December 31, 2010. 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 Information item # 17.
5. The County reserves the right to perform its own tree trimming by County personnel or to use the successful bidder of this contract, whichever it deems to be in the best interest of the County.
6. The successful vendor shall commence work within ten (10) calendar days of issuance of the initial work assignment by Roadway Maintenance and shall pursue the work in an expeditious manner. Succeeding work assignments shall begin not more than five (5) working days after notification. Failure to do so will constitute unsatisfactory performance and may cause the bid to be cancelled.
7. The successful vendor shall commence work within four (4) hours for any requests for emergency services. An upcharge for emergency services will be allowed, however, this charge will not be made a part of the basis of award. The upcharge for emergency service shall be a percentage of the bid line item. When emergency services are requested, the percentage will be added to the bid line item being utilized.
8. The County does not guarantee any maximum or minimum quantities for any work to be performed under this bid.
9. Communication will be a vital issue in this contract. It will be the vendor's responsibility to communicate with Roadway Maintenance at all times. Vendor must provide contact name(s) and cell phone number(s) for 24 hour contact. This communication may include, but not be limited to the following:
 - a. Responding to requests for regular service and/or emergency service
 - b. Attending scheduled appointments to review site and/or work to be done
 - c. Setting work schedule
 - d. Following set work schedule
 - e. Keeping Roadway Maintenance aware of changes in work schedule

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10. Other work may be in progress by the County or under separate contract. The successful vendor shall cooperate with others and shall not be entitled to extra compensation or adjustments in bid unit prices because of deletion of work items or delay because of work by others.
11. There will be a pre-award meeting with the successful vendor, Purchasing, and Roadway Maintenance prior to recommendation of award.
12. The vendor may be called to do work in areas not accessible via paved roadway. A 4-wheel drive vehicle may be required.
13. The successful vendor's workers compensation insurance must cover tree-trimming work. Coverage will be verified prior to award.
14. Failure to respond to messages regarding active or pending work orders left via e-mail, voice mail, or answering machine within 24 hours of initial contact or failure to meet scheduled appointments may result in the canceling of this contract.
15. It shall be the vendor's responsibility to secure all permits necessary to conduct the work in accordance with required regulations and to notify all applicable utilities or parties affected by their operations. The vendor shall further be responsible for all fees associated with the performance of this bid.
16. No work shall be performed under the provisions of this bid on any properties outside the limits of the County maintained right-of-way without the express written permission of the lawful affected landowner. Any such permission shall be secured by the successful vendor and shall identify the provisions under which such work is to be performed and shall not constitute a liability to the County nor relieve the successful vendor of their liabilities.
17. The successful vendor shall preserve from damage all property associated with, or which is in the vicinity of, or is in any way affected by, the work. This applies to public and private property and/or utilities. Any damage occurring to such properties shall be immediately repaired at the expense of the successful vendor.
18. The successful vendor shall schedule their operations so as to minimize any inconvenience to adjacent businesses, residences and motoring public.
19. In general all work shall be performed during daylight hours. For special operations night work may be allowed if so authorized by written approval of the County. No work shall be done when weather conditions limit good visibility to less than 500 feet.
20. No work shall be performed on Saturdays, Sundays, or County legal holidays, unless authorized by the County. When any of the legal holidays falls on a Sunday, no work under this bid shall be done on the following Monday.
21. No work shall commence on subsequent work orders until the satisfactory completion or progress of previously issued assignments has been confirmed. The only exceptions to this occasion is when the County determines that such other work is in the best interest

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of the County and should be expedited or those occasions in which an emergency exists which could impact the health or safety of the general public.

22. Work orders will identify the location, description, and amount of work to be accomplished.
23. When work has been identified, Roadway Maintenance will endeavor to issue work order(s) for locations that represent a minimum of one day or more of work based on the successful vendor's estimated daily production. Roadway Maintenance will make every reasonable effort to plan work locations and develop work orders in systematic and concentrated regions so as to minimize the successful vendor's travel requirements. All work locations will be described with geographical or landmark reference points that will allow the successful vendor to proceed immediately to the location with minimum delay.
24. When preparing a work order, if it is known or reasonably anticipated at the time that there are necessary items of work that are not included on the price sheets of the bid then the vendor should submit an "out of scope" proposal detailing 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 (10%) of the "in scope" services.
25. 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, Roadway Maintenance will issue a notice to commence for the "out of scope" services. If the County does not agree with the proposal, the vendor 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 vendor. 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.
26. No work shall be done without suitable supervision or inspection by the County. All equipment shall display the successful vendor's name in a prominent and clearly legible manner.
27. Reworking required due to vendor negligence or inadequate procedures will be the responsibility of the vendor. No additional payment will be due the vendor for the reworking of non-acceptable areas.
28. The successful vendor shall preserve for inspection by Roadway Maintenance invoices and records of the materials utilized in the work until final acceptance and payment is made under this bid.
29. The successful vendor will be guided by and shall adhere to the requirements of the Florida Department of Transportation's (FDOT) Manual on Traffic Control and Safe Practices for Streets and Highway Construction, Maintenance and Utilities Operations.

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30. The successful vendor and Roadway Maintenance shall review each work order to determine a need for a site visit prior to commencement of work. Roadway Maintenance reserves the right to request a site visit with the vendor for any work order prior to commencement of any work.
31. The successful vendor's attention is directed to the fact that work may be performed on a limited access roadway, with special regulations for traffic control. The successful vendor's employees are expected to obey all traffic regulations pertaining to this system. Upon completion of work orders, all equipment shall be promptly removed from the job site.
32. The successful vendor shall certify that the work quantities and quality were accomplished in accordance with the specifications; signing and returning of the work order by the vendor will accomplish this certification. The vendor will then notify the Roadway Maintenance's inspector to review and certify that the work is completed. The inspector will review completed work to verify the quantity and quality prior to approving the work order.
33. Should inclement weather limit or stop the successful vendor from working, Roadway Maintenance's inspector will be notified of work stoppage. Only those units actually completed, inspected, and accepted will be paid for at unit prices bid.
34. It shall be the responsibility of the successful vendor to schedule work in a manner that work delays, stoppages, and rework requirements are minimized.
35. Roadway Maintenance will be entitled at all times to be advised, at its request, as to the status of work being done by the successful vendor and of the details thereof. The successful vendor shall maintain coordination with Roadway Maintenance representative(s).
36. The services provided under this bid are funded from Roadway Maintenance's operating expenses, therefore there is not an estimated budget.
37. 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 "Purchasing & Bids". It is the sole responsibility of the bidders to check the website to ensure that all available information has been received prior to submitting a bid.
38. The deadline for submittal of questions is Tuesday, August 18, 2009, by 5:00 p.m. All questions must be submitted in writing as outlined in item #39.
39. For further bid information, contact Chris Rewis, Contract Specialist, Purchasing Division via email: chrisrewis@polk-county.net, or fax (863) 534-0055.

SPECIFICATIONS

1. Work to be done consists of trimming of the height and sides of trees and the removal of undesired trees and brush. The work includes the disposal of resulting waste and debris.
2. Work shall be done in accordance with recognized and approved principles of modern arboriculture methods with emphasis on tree health and symmetry. All work shall be done without damage to trees and shrubs that are intended to remain in the work area.
3. Only equipment designed for performance of work described herein will be acceptable for operation. The equipment used must be in good repair and operating condition at all times. Equipment shall meet all safety requirements as established for this type work.
4. All service and supply operations shall be conducted between the travel way and the right-of-way and be at least 30-feet from the travel way, right-of-way permitting.
5. In accordance with the National Arborist Association (NAA) clearance elevation cuts shall only be done by trained employees, skilled in this class of work. The height and width of cut will be defined on the work order. Trim lines will be held continuous throughout the work limits to give a uniform appearance.
6. Clearance elevation cuts of branches and limbs may involve the removal of any or all of the above from the vertical and/or horizontal face or perimeter of the tree to a targeted height of 18 feet to permit vehicle movement or similar activity.
7. Tree Removal Operations:

The removal of trees shall be accomplished by removing and lowering to the ground suitable sized sections of limbs and trunks, starting at the top and working progressively downward to the ground. The main trunk shall be sawed off at or near the ground surface. After a tree has been properly removed, the stump shall be ground as per Paragraph # C of this section.

- a. Before making any cuts, suitable ropes, slings, guide lines and block/tackle shall be securely fastened, to the section to be removed, in a manner that will prevent free, rapid and uncontrolled descent of that section.
- b. Tree Removal Classification: Trees are measured uniformly at 4½ feet above ground, referred to as the Diameter Breast Height (DBH). For multi-stemmed plants, when branching from the main trunk or root system below the 4½ foot level, each stem is to be considered a separate tree.
 - i. Trees with a DBH of 0" to 6"
 - ii. Trees with a DBH of 7" to 12"
 - iii. Trees with a DBH of 13" to 20"
 - iv. Trees with a DBH of 21" to 27"
 - v. Trees with a DBH of 28" to 35"

Tree Trimming for Roadway Maintenance

Bid 09-125-CAR

- vi. Trees with a DBH of 36" to 44"
 - vii. Trees with a DBH of 45" to 54"
 - viii. Trees with a DBH of 55" to 65"
 - ix. Trees with a DBH 65" or greater
 - x. Palms, Cycad or other
 - c. Stump Grinding: When specified for removal, tree stumps and major roots projecting through or appearing on the surface of the ground shall be removed to a depth of four inches (4") below the surface of the soil. Removal shall be accomplished by means of chipping equipment designed for this purpose, or by hand. Blasting or pushing stumps out with any type of equipment will not be permitted.
8. Cost for this service is to be bid separately with the bid price for each size category of tree removal.
 9. Holes or voids created by the removal of stumps shall be filled, graded and compacted with an acceptable fill material. The successful vendor shall furnish material and material costs are to be included in the bid price.
 10. The successful vendor as specified on the work document shall dispose of waste and debris associated with the performance of this work.
 11. Any distribution of chips on site or beneath existing trees shall be at a uniform thickness. This shall be done only with prior Roadway Maintenance inspector approval.
 12. If the Roadway Maintenance's inspector deems stump(s) are inaccessible by a stump grinder, removal shall be subject to an Out of Scope proposal.
 - a. The area of clearing and brush removal shall be determined by the Roadway Maintenance inspector and measured as the area in square yards.
 - b. The maximum caliper diameter of brush, shrub type plants and trees having multiple trunks extending from a common root base shall be determined at a point one-half ($\frac{1}{2}$) the distance between the ground and the first stem or branch.

BID SHEET

Item 1.	Trees with a DBH of 0" to 6"		
	Qty	Description	Unit Price
a.	1	Clearance elevation	
b.	1	Tree removal	
c.	1	Stump removal	
		Total	
Item 2.	Trees with a DBH of 7" to 12"		
	Qty	Description	Unit Price
a.	1	Clearance elevation	
b.	1	Tree removal	
c.	1	Stump removal	
		Total	
Item 3.	Trees with a DBH of 13" to 20"		
	Qty	Description	Unit Price
a.	1	Clearance elevation	
b.	1	Tree removal	
c.	1	Stump removal	
		Total	
Item 4.	Trees with a DBH of 21" to 27"		
	Qty	Description	Unit Price
a.	1	Clearance elevation	
b.	1	Tree removal	
c.	1	Stump removal	
		Total	
Item 5.	Trees with a DBH of 28" to 35"		
	Qty	Description	Unit Price
a.	1	Clearance elevation	
b.	1	Tree removal	
c.	1	Stump removal	
		Total	
Item 6.	Trees with a DBH of 36" to 44"		
	Qty	Description	Unit Price
a.	1	Clearance elevation	
b.	1	Tree removal	
c.	1	Stump removal	
		Total	
Item 7.	Trees with a DBH of 45" to 54"		
	Qty	Description	Unit Price
a.	1	Clearance elevation	
b.	1	Tree removal	
c.	1	Stump removal	
		Total	

Item 8.	Trees with a DBH of 55" to 65"		
	Qty	Description	Unit Price
a.	1	Clearance elevation	
b.	1	Tree removal	
c.	1	Stump removal	
		Total	
Item 9.	Trees with a DBH of 66" or greater		
	Qty	Description	Unit Price
a.	1	Clearance elevation	
b.	1	Tree removal	
c.	1	Stump removal	
		Total	
Item 10.	Palms, Cycad or other		
	Qty	Description	Unit Price
a.	1	Clearance elevation	
b.	1	Tree removal	
c.	1	Stump removal	
		Total	

Item 1 total	
Item 2 total	
Item 3 total	
Item 4 total	
Item 5 total	
Item 6 total	
Item 7 total	
Item 8 total	
Item 9 total	
Item 10 total	
Grand total - Basis of Award	

Percentage upcharge for emergency service	
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**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 Purchasing 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 the work as described in Bid 09-125-CAR, Tree Trimming for Roadway Maintenance, for Automobile and General Liability policies of insurance. A 30-day prior written notice of cancellation and a 10-day prior written notice of non-payment are required and must be stated on the insurance form. The certificate holder must be Polk County, a political subdivision of the State of Florida, 2470 Clower Lane, Bartow, Florida 33830. Workers' Compensation Insurance is required to provide statutory benefits, including those that may be required by any applicable federal statute. **The successful vendor's workers compensation coverage must include tree-trimming work.** 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 Purchasing Division before a purchase order will be issued. Any questions regarding insurance requirements may be directed to Chris Rewis, Contract Specialist, Polk County Purchasing Division, via fax at (863) 534-0055 or via email at chrisrewis@polk-county.net.

**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 # 09-125-CAR.

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 certificate will contain a 30-day written notice of cancellation and a 10-day written notice of non-payment
- 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 which states that if the firm falls under the Occupational Health and Safety Administration (OSHA) Regulations as interpreted by OSHA, the successful contractor will be able to provide, at the request of the County, a copy of the firm's OSHA Form 300 Log for the past three (3) years, a copy of the Worker's Compensation Modification Rate; a copy of the Contractor's Safety and Health Program and a copy of the Contractor's Drug Free Workplace Program. Any questions regarding the compliance with this provision, shall be directed to the Public 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.

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 29 CFR 1926. 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.

Tree Trimming for Roadway Maintenance

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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.

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

Bidder must sign and have notarized either Statement as it applies to their firm.

The undersigned bidder hereby certifies that, upon request from the County, the contractor can provide a copy of their firm's OSHA Form 300 Log for the past three (3) years, a copy of the Worker's Compensation Modification Rate; a copy of the Contractor's Safety and Health Program and a copy of the Contractor's Drug Free Workplace Program.

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:_____

The undersigned bidder hereby certifies that their firm employs less than (9) employees and as such does not fall under the Occupational Safety and Health Administration (OSHA) Regulations as interpreted by OSHA.

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:_____

VENDOR APPLICATION (SUBMITTAL PAGE)

<i>Please type or print</i>				
Date:		Federal Employer ID#/Social Security #		
Company Name:		Business Tax Receipt #		
Pay to Address:				
City:	State:			Zip:
Phone: ()	Fax: ()		Professional License # (If Applicable)	
Physical Address:				
City:		State:	Zip:	Contractor's License # (If Applicable)
Phone: ()	Fax: ()			
Organization: (check one) ☐ Individual ☐ Partnership ☐ Corporation (Incorporated under the laws of the state of _____)				COMPANY CLASSIFICATION MUST CHECK ONE ☐ Caucasian ☐ African American ☐ Hispanic American ☐ Asian-Pacific American ☐ Native American ☐ Asian-Indian American If one of the above is checked please indicate whether ☐ Female ☐ Male ☐ Publicly Traded Corporation ☐ Employee Owned Company Companies that are not classified will NOT be added to the County's Vendor Database.
Person to contact for Quotes or Bids:				
E-Mail Address (must be completed in order to receive bid/quote solicitations):				
Contacts Phone #:				
Type of Business:				
List the commodity code number(s) for your business - A complete list of codes can be found at http://www.polk-county.net, Purchasing & Bids, Vendor Registration _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____				

I have previously completed an application and there have been no changes

Signature

Date

You will be registered for the following commodity code(s).

<u>Code</u>	<u>Description</u>
968.88	Tree & Shrub Removal Services
988.88	Tree Trimming & Pruning Services

To be solicited for other types of work, go to the Purchasing website at www.polk-county.net, Purchasing & Bids, Vendor Registration. Review the commodity codes listed and email any additional codes to purchasing@polk-county.net along with your company name and contact information.

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