



CHARLOTTE COUNTY BOARD OF COMMISSIONERS
 REINFORCED CONCRETE CULVERT PIPE - ELLIPTICAL
 NO. 2014000375

PART 1 WITH HOLES (Continued)

Mitered End Sections 2 to 1	QTY	GROUP C	Extended	GROUP C	Extended
12" x 15"	64	\$ 26.45	\$ 1,692.80		\$ -
14" x 23"	360	\$ 28.17	\$ 10,141.20		\$ -
19" x 30"	1458	\$ 39.10	\$ 56,929.60		\$ -
24" x 38"	224	\$ 51.17	\$ 11,462.08		\$ -
29" x 45"	64	\$ 71.87	\$ 4,599.68		\$ -
34" x 53"	8	\$ 90.81	\$ 726.48		\$ -
38" x 60"	8	\$ 109.25	\$ 874.00		\$ -
43" x 68"	8	\$ 137.12	\$ 1,096.96		\$ -
48" x 76"	8	\$ 159.85	\$ 1,278.80		\$ -
53" x 83"	8	\$ -	No Bid		\$ -
58" x 91"	8	\$ 229.85	\$ 1,838.80		\$ -
68" x 106"	8	\$ -	No Bid		\$ -
		SUBTOTAL	\$ 90,640.40		\$ -
		TOTAL PART 1	\$ 551,928.44		\$ -
		TOTAL PART 1			\$ -

PART 2 WITHOUT HOLES

COMPANY NAME	QTY	GROUP A	Extended	GROUP A	Extended
PART 2 Without Lift Holes					
12" x 16"	3008	\$ 16.33	\$ 49,120.64		\$ -
14" x 23"	4480	\$ 19.55	\$ 87,584.00		\$ -
19" x 30"	4041	\$ 31.88	\$ 128,827.08		\$ -
24" x 38"	1136	\$ 44.90	\$ 51,006.40		\$ -
29" x 45"	664	\$ 64.26	\$ 42,668.64		\$ -
34" x 53"	80	\$ 83.86	\$ 6,708.80		\$ -
38" x 60"	8	\$ 102.86	\$ 822.88		\$ -
43" x 68"	8	\$ 127.05	\$ 1,016.40		\$ -
48" x 76"	8	\$ 161.75	\$ 1,214.00		\$ -
53" x 83"	8	\$ -	No Bid		\$ -
58" x 91"	8	\$ 209.85	\$ 1,678.80		\$ -
68" x 106"	8	\$ -	No Bid		\$ -
		SUBTOTAL	\$ 370,647.64		\$ -
		TOTAL PART 2	\$ 370,647.64		\$ -



CHARLOTTE COUNTY BOARD OF COMMISSIONERS
 REINFORCED CONCRETE CULVERT PIPE - ELLIPTICAL
 NO. 2014060375

PART 2 WITHOUT HOLES (Continued)

PART 2 Mitered End 4 to 1		GROUP B	Extended	GROUP B	Extended
	QTY				
12" x 18"	64	\$ 26.45	\$ 1,692.80	\$ -	\$ -
14" x 23"	360	\$ 28.17	\$ 10,141.20	\$ -	\$ -
19" x 30"	1456	\$ 39.10	\$ 56,929.60	\$ -	\$ -
24" x 36"	224	\$ 51.17	\$ 11,462.08	\$ -	\$ -
29" x 45"	64	\$ 71.87	\$ 4,599.68	\$ -	\$ -
34" x 53"	8	\$ 90.81	\$ 726.48	\$ -	\$ -
38" x 60"	8	\$ 109.25	\$ 874.00	\$ -	\$ -
43" x 68"	8	\$ 137.12	\$ 1,096.96	\$ -	\$ -
48" x 76"	8	\$ 159.85	\$ 1,278.80	\$ -	\$ -
53" x 83"	8	\$ -	No Bid	\$ -	\$ -
58" x 91"	8	\$ 229.85	\$ 1,838.80	\$ -	\$ -
68" x 106"	8	\$ -	No Bid	\$ -	\$ -
		SUBTOTAL	\$90,640.40	SUBTOTAL	\$
Mitered End Sections 2 to 1		GROUP C	Extended	GROUP C	Extended
	QTY				
12" x 18"	64	\$ 26.45	\$ 1,692.80	\$ -	\$ -
14" x 23"	360	\$ 28.17	\$ 10,141.20	\$ -	\$ -
19" x 30"	1456	\$ 39.10	\$ 56,929.60	\$ -	\$ -
24" x 36"	224	\$ 51.17	\$ 11,462.08	\$ -	\$ -
29" x 45"	64	\$ 71.87	\$ 4,599.68	\$ -	\$ -
34" x 53"	8	\$ 90.81	\$ 726.48	\$ -	\$ -
38" x 60"	8	\$ 109.25	\$ 874.00	\$ -	\$ -
43" x 68"	8	\$ 137.12	\$ 1,096.96	\$ -	\$ -
48" x 76"	8	\$ 159.85	\$ 1,278.80	\$ -	\$ -
53" x 83"	8	\$ -	No Bid	\$ -	\$ -
58" x 91"	8	\$ 229.85	\$ 1,838.80	\$ -	\$ -
68" x 106"	8	\$ -	No Bid	\$ -	\$ -
		SUBTOTAL	\$90,640.40	SUBTOTAL	\$
		TOTAL PART 2	\$ 551,928.44	TOTAL PART 2	\$



Charlotte County Purchasing Division
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948-1094

Phone 941.743.1378
Fax 941.743.1384

NOTICE OF AVAILABILITY OF BID SPECIFICATIONS

REQUEST FOR BIDS
CHARLOTTE COUNTY, FLORIDA

The County of Charlotte will be receiving sealed bids at the Purchasing Division, Suite 344, Charlotte County Administration Center, 18500 Murdock Circle, Port Charlotte, FL 33948-1094, for:

BID NO. 2014000375
REINFORCED CONCRETE CULVERT PIPE - ELLIPTICAL - ANNUAL

It is the intent of the County to purchase, on an "as required" basis, reinforced, elliptical concrete culvert pipe. It is the specific purpose of this bid to establish a conditional contract for the required materials and to secure the cost and availability of the requirements for procurement from sources of supply that will give prompt and convenient service.

BID OPENING: 2:00 p.m., August 6, 2014
PURCHASING DIVISION CONFERENCE ROOM

Bid Documents may be obtained by accessing the Charlotte County Purchasing Division's website at www.charlottecountyfl.com/purchasing under "Purchasing Bids Online", document number 143752. Any questions can be answered by contacting Rhannon Mills, Contract Specialist at 941.743.1374 or email: rhannon.mills@charlottecountyfl.gov.

Notice of Availability
www.charlottecountyfl.com
Posted: 07/23/14



Charlotte County Purchasing Division
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948-1094

Phone 941.743.1378
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ADDENDA NOTIFICATION FORM

BID NO. 2014000375

REINFORCED CONCRETE CULVERT PIPE - ELLIPTICAL

The County will attempt to notify all prospective bidders of addenda issued to the bid documents. However, it shall be the responsibility of the bidder, prior to submitting their bid, to contact the Purchasing Division to determine if addenda were issued, acknowledging and incorporating it into their bid.

If you would like to request notification of any addenda that may be issued regarding this project, please complete the form below and return via fax to 941.743.1384, attention Rhiannon Mills, Contract Specialist, or email: rhiannon.mills@charlottecountyfl.gov.

By completing and returning this form, you are requesting notification of addenda that may be issued regarding this specific project only.

COMPANY NAME: _____
CONTACT PERSON: _____
PHONE NUMBER: _____
FAX NUMBER: _____
E-MAIL ADDRESS: _____



Charlotte County Purchasing Division
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948-1094

Phone 941.743.1378
Fax 941.743.1384

STATEMENT OF NO BID

If you do not intend to bid on this commodity/service, please return this form to the above address immediately. If this statement is not completed and returned, your company may be deleted from the Charlotte County Vendors' list for this commodity/service.

We the undersigned, have declined to bid on requested commodity/service Bid #2014000376, REINFORCED CONCRETE CULVERT PIPE - ELLIPTICAL, for the following reason(s):

- Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below).
- Insufficient time to respond to the invitation to Bid.
- We do not offer this product or service.
- Our schedule would not permit us to perform.
- Unable to meet bond/insurance requirements.
- Unable to meet specifications.
- Specifications are unclear (explain below).
- Remove us from your vendors' list for this commodity/service.
- Other (specify below).

Remarks: _____

Company Name: _____

Contact Person (typed or printed): _____

Contact Person Signature: _____

Phone: _____ Fax: _____

E-Mail Address: _____

Note: Statement of No Bid may be emailed to rhlannon.mills@charlottecountyfl.gov or faxed in to the Purchasing Division at 941.743.1384.

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BID NO. 2014000375

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INSTRUCTIONS TO BIDDERS
REINFORCED CONCRETE CULVERT PIPE - ELLIPTICAL
BID NO. 2014000375

IB-01 QUALIFICATIONS OF BIDDERS: It is the intent of the County to award this contract to the lowest responsible bidder, qualified by experience and solvency, with proven reliability and the ability to supply all items within a reasonable time frame acceptable to Charlotte County. Bidder may be required to supply information in writing at the request and discretion of the County prior to award of bids, in order to verify above requirements.

IB-02 GENDER DESIGNATION: The County and the Contractor are treated throughout these Documents as if each were of the singular number and masculine gender.

IB-03 EXAMINATION OF DOCUMENTS:

A. Prior to the submission of a bid form, bidders shall carefully examine the bid package including the Request for Bids, Instructions to Bidders, Technical Specifications & Conditions, Insurance Requirements, and all other related bid documents, including all modifications thereof, incorporated in the bid package.

B. Discrepancies, omissions, or questions about the intent of the documents should be submitted to the Purchasing Division in written form as a request for interpretation no later than five (5) days prior to bid opening (or shall be verbally addressed at the pre-bid conference, if applicable).

C. Interpretations of any of the bid documents made will be in the form of a written addendum to the documents, which will be posted on the purchasing website. Receipt of any addenda by each bidder must be acknowledged on the bid form, indicating the addendum number and date of issue, therein becoming a part of the contract. No oral explanations shall be binding. The County will attempt to notify all prospective bidders of addenda issued to the bidding documents; however, it shall be the responsibility of the bidder, prior to submitting their bid, to determine if addenda were issued, acknowledging and incorporating it into their bid.

IB-04 PREPARATION AND SUBMISSION OF BID FORM REQUIREMENTS:

A. Bids shall be submitted on the bid form supplied by the County, or duplication thereof and attached thereto, or as otherwise specified. Bidders shall indicate the number of calendar days required for delivery and acknowledge receipt of any addenda received during the bid period.

Each bid must give the full business address of the bidder and state whether bidder is an individual, corporation or partnership. Bid Forms by a corporation must be signed in the name of the corporation, followed by the original signature and designation of the officer or other person authorized to bind the corporation.

Bid Forms by partnerships shall show the names of all partners. The partnership title shall be followed by the original signature of each partner.

Any erasures or other corrections in the bid form must be explained or noted over the signature of the bidder. Bid Forms containing any conditions, omissions, unexplained erasures, alterations, or irregularities of any kind may be rejected by the County.

Bid documents and forms shall be submitted sealed, and the envelope/package clearly marked with the Bid Number and the Name and Business Address of the individual/firm submitting the bid. Bids postmarked prior to said time and date but not received shall not be considered and will be returned to bidder unopened.

B. Bid Guarantee - The bid form shall be signed where indicated guaranteeing that the bidder will not withdraw his bid for a period of 60 days after the scheduled time of opening of bids.

IB-05 WITHDRAWAL OF BIDS: Bids may be withdrawn by request of the bidder prior to the time fixed for opening. Error or negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

IB-06 BID TABULATIONS: In accordance with Florida Statutes, Section 119(1)(b)2: Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids,

proposals, or final replies, whichever is earlier. Those bidders interested in receiving a copy of the results of this bid once they are released may do so by visiting our website at www.charlottecountyfl.com/purchasing under "Purchasing Bids Online", Document Number 143754. No information regarding the submittal will be divulged over the telephone.

IB-07 RESERVED RIGHTS: The County reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request resubmission of bids. Also, the County reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of the County. Any sole response received the first submission date may be rejected by the County depending on available competition and timely needs of the County.

IB-08 FORM OF CONTRACT: The submitted Bid Form signed by the Bidder, together with the complete bid package furnished by the County, shall constitute a binding contract. The Bidder shall be required to perform according to the Bidder's submitted Bid Form and the County's bid package when a purchase order, signed by the Senior Division Manager - Purchasing or his/her designee, is transmitted to the Bidder. The transmitted purchase order shall serve as both a Notice of Acceptance and Notice to Proceed to the Bidder. Failure to comply with the conditions set forth in the purchase order shall be deemed a breach of contract subjecting the Bidder to forfeiture of the bid bond or other posted security and other possible penalties.

IB-09 NOTICE TO PROCEED/DELIVERY: After award of bid, a purchase order shall be issued bearing the terms of delivery. Upon receipt of purchase order, successful bidder shall acknowledge receipt of same by either fax or mail, and shall commence prosecution of order so that the agreed upon delivery date will be satisfied.

IB-10 PAYMENT: Request for payment must be submitted to the Charlotte County Purchasing Division on a form approved by the County. Price shall be net and all invoices payable according to the Local Government Prompt Payment Act (F.S.218.74).

IB-11 PERFORMANCE EVALUATION: At the end of the contract, the receiving department will evaluate the successful bidder's performance. This evaluation will become public record.

IB-12 ARITHMETIC DISCREPANCIES:

A. For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bid forms as submitted by bidders:

1. Obviously misplaced decimal points will be corrected.
2. In case of discrepancy between unit price and extended price, the unit price will govern. Apparent errors in extension will be corrected.
3. Apparent errors in addition of lump sum and extended prices will be corrected.

B. For the purpose of bid evaluation, the County will proceed on the assumption that the bidder intends his bid be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies as provided above, and the bid will be so reflected on the tabulation of bids.

IB-13 DESCRIPTIVE INFORMATION: Unless otherwise specifically provided in the specifications, all equipment, materials and articles incorporated in the work covered by the contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, make or catalogue number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the bidder wishes to make a substitution to the specifications, the bidder shall furnish to the County the name of the manufacturer, the model number, and other identifying data and information necessary to aid the County in evaluating the substitution, and such substitution shall be subject to County approval. Substitutions shall be approved only if determined by the County to be equivalent to the specifications. A bid containing a substitution is subject to disqualification if the substitution is not approved by the County.

Specified items bid shall be identified by brand name, number, manufacturer and model, and shall include full descriptive information, brochures, or appropriate attachments.

IB-14 QUALITY GUARANTEE: If any product delivered does not meet applicable specifications, or if the product will not produce the effect that the successful bidder represents to the County, the successful bidder shall pick up the product from the County at no expense to the County. Also, the successful bidder shall refund to Charlotte County any money which has

been paid for same. The successful bidder will be responsible for reasonable County attorney fees expended to obtain compliance with this provision in the event the successful bidder defaults under this provision.

IB-15 REGULATIONS:

A. It shall be the responsibility of each supplier to assure compliance with any OSHA, EPA, and/or other Federal or State of Florida rules, regulations or other requirements, as each may apply.

B. Bidder must be authorized to transact business and be properly licensed in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Charlotte County will apply to any resulting contract.

IB-16 CODE OF ETHICS: With respect to this bid, if any bidder violates or is a party to a violation of the State of Florida/Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for Charlotte County.

IB-17 COLLUSION: By offering a submission to this invitation for bid, the bidder certifies the bidder has not divulged to, discussed or compared his bid with other bidders and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that in connection with this bid:

- any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor;
- any prices and/or cost data quoted for this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor;
- no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;
- the only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into; and
- no person or agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

IB-18 SOURCE OF SUPPLY AND SUBCONTRACTORS: Bidders are to complete the attached Source of Supply and Subcontractors form. This form must be completed and included with the bid form. If bidder does not have a source of supply or subcontractor, insert "to be determined". When source or subcontractor is determined, selection will be subject to County approval.

IB-19 DRUG FREE WORKPLACE FORM: It is strongly suggested that the attached Drug Free Workplace Form be signed and returned to this office with the bid form. In the event of a tie bid, the presence of a valid and accurate form may be used as a basis for awarding the contract.

IB-20 PUBLIC ENTITY CRIMES: In accordance with Florida Statutes Sec. 287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods/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, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list".

IB-21 CANCELLATION/TERMINATION OF CONTRACT: The County shall have the right to cancel, terminate or suspend the contract, in whole or in part, by providing the Contractor 30 days written notice by certified mail.

It is expressly understood by the County and the Contractor that funding for any successive fiscal years of the contract is contingent upon appropriation of monies by the Charlotte County Board of County Commissioners. In the event that funds are not available or are not appropriated, the County reserves the right to terminate the contract. The County will be responsible for payment of any outstanding invoices and work completed by the Contractor prior to such termination.

IB-22 INDEMNIFY: After notification of award, the successful bidder shall indemnify and hold harmless the County, its officers, employees, agents and volunteers, from action, including any court costs or attorneys' fees arising from, or as a

result of, any act or omission by bidder, its officers, employees, licensees, invitees, contractors, agents or assignees, in the performance of the services and/or the delivery of goods for which the resulting agreement was entered into. Bidder agrees that the first ten dollars (\$10.00) of compensation received under the resulting agreement represents specific consideration for the indemnification obligation. Nothing in the award, resulting agreement, contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of the County as set forth in Florida Statute 768.28.

IB-23 TAXES: The Contractor shall assume liability for Local, State, or Federal Tax that is applicable to the work.

IB-24 ASSIGNMENT: This agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Contractor without the prior written consent of the County.

IB-25 EQUAL EMPLOYMENT OPPORTUNITY: Charlotte County, Florida, in accordance with the provisions of Title VI of The Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

All bidders are hereby notified that the successful bidder (Contractor) must and shall comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Florida Civil Rights Act, all as amended. Specifically, Contractor agrees that:

- No person shall, on the grounds of race, color, sex, religion, age, disability, national origin or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through the contract.
- Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin or marital status. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- Contractor will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin or marital status.
- County may require Contractor to submit reports as may be necessary to indicate non-discrimination. County officials will be permitted access to Contractor's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws.

It is expressly understood that County shall have the right to terminate the contract upon receipt of evidence of discrimination.

IB-26 CLAIMING STATUS AS A LOCAL BUSINESS: If bidder affirms that it is a local business as defined below and in accordance with Ordinance 2009-005 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on February 17, 2009, and Ordinance 2009-041 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on October 19, 2009, then the Affidavit Claiming Status as a Local Business, which is included as a part of the bid form, must be completed.

A. **Local Business Definition:** Local business means the company has a valid Business Tax Receipt issued by Charlotte County, Sarasota County or DeSoto County for at least six months prior to the bid submission to do business within Charlotte County, Sarasota County or DeSoto County that authorizes the business to provide the services or goods, and a physical business address located within the limits of Charlotte County, Sarasota County or DeSoto County from which the business operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a business shall not be considered having a "Local Business" unless it contributes to the economic development and well-being of these Counties in a verifiable and measurable way. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid to be eligible for consideration as having a "Local Business". A business that misrepresents the local preference status of its company in a bid to the County will lose the privilege to claim local preference for a one year period.

B. **Competitive bid (local price match option):** Each formal competitive bid solicitation shall clearly identify how the price order of the bids received will be evaluated and determined. When a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one or more responsive, responsible local businesses, as defined below, is within five percent of the price submitted by the non-local business, each of the aforementioned local businesses shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business within five days of being notified by the Senior Division Manager of Purchasing in writing. Contract award

shall be made to the responsive, responsible business submitting the lowest best and final bid. In the case of a tie in the best and final bid between a local business and a non-local business, contract award shall be made to the local business.

If requested by the County, the bidder will be required to provide documentation substantiating the information given in this affidavit. Charlotte County reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the bidder's submission being deemed non-responsive.

IB-27 EMPLOYEE BACKGROUND CHECK: If an owner, except a stockholder in a publicly traded corporation, or an employee of the Contractor has been convicted of any offenses requiring registration as a sexual offender or sexual predator, regardless of the location of conviction, the Contractor shall ensure that the offender's or predator's work on the project is consistent with the terms of his probation and registry requirements.

**TECHNICAL SPECIFICATIONS AND CONDITIONS
REINFORCED CONCRETE CULVERT PIPE - ELLIPTICAL
BID NO. 2014000375**

TS-01 INTENT: It is the intent of the County to purchase, on an "as required" basis, reinforced, elliptical concrete culvert pipe. It is the specific purpose of this bid to establish a conditional contract for the required materials and to secure the cost and availability of the requirements for procurement from sources of supply that will give prompt and convenient service.

TS-02 BID PRICES/TERMS OF CONTRACT: Bidders shall bid unit prices, F.O.B., destination. The prices bid shall include costs for all transportation, labor, materials and equipment used in the purchase and delivery of the pipe as described in the Scope of Services. The term of this contract shall be from October 1, 2014 through and including September 30, 2015, with an option to renew for two (2) additional one (1) year terms, by mutual consent, at the same prices, terms and conditions.

Current contract prices can be obtained by accessing the Charlotte County Purchasing Division's website at www.charlottecountyfl.com/purchasing under "Purchasing Bids Online", Historical Catalog. Historical searches can only be executed by keying in all or part of the project title. The previous Contract number for this project is 12-373 and is entitled 'REINFORCED CONCRETE CULVERT PIPE - ELLIPTICAL'.

TS-03 DELIVERY: Prices quoted shall include delivery, F.O.B., to the Maintenance & Operations Division, Public Works Department, at the addresses listed below and/or to any specified Charlotte County locations as per the geographical areas (i.e. Punta Gorda, Port Charlotte and Englewood).

All bids will indicate the lead time required for the established quantities to be delivered, which shall be expressed in calendar days. Successful bidder(s) will be held to delivery dates. Failure to meet delivery or lead time necessitating Charlotte County to make purchase(s) from other sources shall cause successful bidder to be held liable for the difference of cost between awarded bid price and the cost of the required purchase from another source.

Deliveries for the San Casa Yard shall be made between 7:30 a.m. and 4:30 p.m., Monday through Thursday, excluding legal holidays, unless otherwise agreed to by the receiving department. Deliveries to the Punta Gorda Yard shall be made between 7:30 a.m. and 4:30 p.m., Tuesday through Friday, excluding legal holidays, unless otherwise agreed to by the receiving department. The Maintenance and Operations Division of the Public Works Department, Randy Vowell, 941-575-3680, must be notified a minimum of twenty-four (24) hours prior to delivery. Delivery locations for Maintenance & Operations include, but are not limited to the following locations:

Punta Gorda Yard
7000 Florida Street
Punta Gorda, FL 33950

San Casa Yard
6878 San Casa Drive
Englewood, FL 34223

TS-04 SPECIFICATIONS:

- A. Bidders are to bid on elliptical reinforced concrete pipe in diameters, sizes, type and class specified.
- B. Elliptical pipe is to conform to ASTM C 507, Class III and the exceptions to ASTM C-76 specified in the Florida Department of Transportation Standard Specifications to Road and Bridge Construction 2000 edition. All provisions of Section 941-1 and 941-2 of the previously mentioned standard shall apply.
- C. Pipe shall be rubber gasket type joint seal. Each joint is to be equipped with one (1) rubber gasket. Rubber gaskets shall comply with the specification referenced.
- D. Bid price is to be per foot and shall include delivery F.O.B. to a stockade yard or on-site job location in Charlotte County, Florida.
- E. Bidders are to include their standard length of pipe. Footage to be purchased may vary according to standard lengths of pipe available and that is required at the time of construction.
- F. Bid prices are to be submitted on all sizes and classes indicated for County unloading at the job site.
- G. Bidders must be capable of providing at least 50% (one-half) of the sizes listed. In addition, prices must be submitted for all classes requested for a given size bid.
- H. All pipe shall be Class III to include the 72" round RCP.
- I. Lubricant must be provided for installation of the pipes.

TS-05 QUANTITIES: The exact details and quantities of the required elliptical reinforced concrete pipe cannot be determined at this time. No minimum amount is guaranteed or implied. Purchase orders will be issued on an "as required" basis.

TS-06 BREAKDOWNS/WORKLOADS: Contractor acknowledges that should he receive award of this contract and is unable to perform because of breakdown, scheduling, lack of equipment or manpower, then the County may, on an order basis, go to the next qualified bidder without penalty to the County.

TS-07 CRITERIA FOR AWARD: The award of this bid shall be, to the lowest, responsive, responsible bidder in each Part and who meets or exceeds the requirements of the specifications herein. Another consideration of award may be delivery time.

The County reserves the right to reject the bid proposal of any bidder who has previously failed to perform properly, or on time, contracts of similar nature; or who is not in a position to satisfactorily perform the contract. If, after bid opening, the lowest bidder is deemed non-responsible by the County, such bidder shall receive written notice from the County of this determination. The bidder shall have five (5) business days from the date of this notice to dispute the determination and to provide to the County any additional information it deems relevant regarding the bidder's responsibility. The County shall make a final determination regarding the bidder's responsibility at the time of award of the contract.

BID FORM
REINFORCED CONCRETE CULVERT PIPE - ELLIPTICAL
BID NO. 2014000375

TO: Senior Division Manager - Purchasing
 Board of County Commissioners
 Charlotte County Administration Center
 18500 Murdock Circle
 Port Charlotte, Fl. 33948-1094

The undersigned, as bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, Technical Specifications & Conditions, Bid Form, and any other documentation for

REINFORCED CONCRETE CULVERT PIPE - ELLIPTICAL

and further agrees to furnish all items listed on the attached Bid Form in accordance with the unit price(s) submitted. The above specified documents are herein incorporated into the Bid Form and shall be defined as the contract documents.

TOTAL FOR PART 1 \$ _____
 TOTAL FOR PART 2 \$ _____
 TOTAL FOR PART 3 \$ _____

STANDARD PIPE LENGTH: _____

PRICES TO INCLUDE DELIVERY AND ONE (1) RUBBER GASKET PER LENGTH OF PIPE.

DELIVERY TIME WITH LIFT HOLES: _____ Calendar Days

DELIVERY TIME WITHOUT LIFT HOLES: _____ Calendar Days

DELIVERY TIME FOR 72" ROUND RCP: _____ Calendar Days

Please indicate by (√) that you have included the following documentation with your bid:

() Business Tax Receipt; (Only required if claiming status as a "Local Business")

Local Business Status: If Bidder affirms that it is a local business as defined in IB-26 and in accordance with Ordinance 2009-005 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on February 17, 2009, and Ordinance 2009-041 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on October 19, 2009, then the Affidavit Claiming Status as a Local Business, which is included as a part of this bid package, must be completed and returned.

Yes, our business qualifies as a Local Business and has completed and attached the 'Affidavit Claiming Status as a Local Business' as a part of our submission.

No, our business does not qualify as a Local Business.

NOTE: Charlotte County's official bid openings are held in accordance with Florida Statutes, Section 119(1)(b)2. Those bidders interested in receiving a copy of the results of this bid once they are released may do so by visiting our website at www.charlottecountyfl.com/purchasing under "Purchasing Bids On-Line", Document Number 143754. No information regarding the submittal will be divulged over the telephone.

Name of Bidder: _____
 (This form to be returned)

PART 1

GROUP "A" RCP WITH LIFT HOLES

PIPE SIZE	PER FOOT COST		ESTIMATED QUANTITIES		EXTENDED PRICE
12 x 18	\$ _____	X	3008LF		\$ _____
14 x 23	\$ _____	X	4480LF		\$ _____
19 x 30	\$ _____	X	4041LF		\$ _____
24 x 38	\$ _____	X	1136LF		\$ _____
29 x 45	\$ _____	X	664LF		\$ _____
34 x 53	\$ _____	X	80LF		\$ _____
38 x 60	\$ _____	X	8LF		\$ _____
43 x 68	\$ _____	X	8LF		\$ _____
48 x 76	\$ _____	X	8LF		\$ _____
53 x 83	\$ _____	X	8LF		\$ _____
58 x 91	\$ _____	X	8LF		\$ _____
68 x 106	\$ _____	X	8LF		\$ _____

TOTAL GROUP A \$ _____

GROUP "B" MITERED END SECTIONS BELL & TONGUE 4 to 1

PIPE SIZE	PER FOOT COST		ESTIMATED QUANTITIES		EXTENDED PRICE
12 x 18	\$ _____	X	64LF		\$ _____
14 x 23	\$ _____	X	360LF		\$ _____
19 x 30	\$ _____	X	1456LF		\$ _____
24 x 38	\$ _____	X	224LF		\$ _____
29 x 45	\$ _____	X	64LF		\$ _____
34 x 53	\$ _____	X	8LF		\$ _____
38 x 60	\$ _____	X	8LF		\$ _____
43 x 68	\$ _____	X	8LF		\$ _____
48 x 76	\$ _____	X	8LF		\$ _____
53 x 83	\$ _____	X	8LF		\$ _____
58 x 91	\$ _____	X	8LF		\$ _____
68 x 106	\$ _____	X	8LF		\$ _____

TOTAL GROUP B \$ _____

GROUP "C" MITERED END SECTIONS BELL & TONGUE 2 to 1

PIPE SIZE	PER FOOT COST		ESTIMATED QUANTITIES		EXTENDED PRICE
12 x 18	\$ _____	X	64LF		\$ _____
14 x 23	\$ _____	X	360LF		\$ _____
19 x 30	\$ _____	X	1456LF		\$ _____
24 x 38	\$ _____	X	224LF		\$ _____
29 x 45	\$ _____	X	64LF		\$ _____
34 x 53	\$ _____	X	8LF		\$ _____
38 x 60	\$ _____	X	8LF		\$ _____
43 x 68	\$ _____	X	8LF		\$ _____
48 x 76	\$ _____	X	8LF		\$ _____
53 x 83	\$ _____	X	8LF		\$ _____
58 x 91	\$ _____	X	8LF		\$ _____
68 x 106	\$ _____	X	8LF		\$ _____

TOTAL GROUP C \$ _____

TOTAL FOR PART 1 (GROUP A + GROUP B + GROUP C) = \$ _____

NAME OF BIDDER _____

(This page to be returned)

PART 2

GROUP "A" RCP WITHOUT LIFT HOLES

PIPE SIZE	PER FOOT COST		ESTIMATED QUANTITIES		EXTENDED PRICE
12 x 18	\$ _____	X	3008LF	"	\$ _____
14 x 23	\$ _____	X	4480LF	"	\$ _____
19 x 30	\$ _____	X	4041LF	"	\$ _____
24 x 38	\$ _____	X	1136LF	"	\$ _____
29 x 45	\$ _____	X	664LF	"	\$ _____
34 x 53	\$ _____	X	80LF	"	\$ _____
38 x 60	\$ _____	X	8LF	"	\$ _____
43 x 68	\$ _____	X	8LF	"	\$ _____
48 x 76	\$ _____	X	8LF	"	\$ _____
53 x 83	\$ _____	X	8LF	"	\$ _____
58 x 91	\$ _____	X	8LF	"	\$ _____
68 x 106	\$ _____	X	8LF	"	\$ _____
TOTAL GROUP A					\$ _____

GROUP "B" MITERED END SECTIONS BELL & TONGUE 4 to 1

PIPE SIZE	PER FOOT COST		ESTIMATED QUANTITIES		EXTENDED PRICE
12 x 18	\$ _____	X	64LF	"	\$ _____
14 x 23	\$ _____	X	360LF	"	\$ _____
19 x 30	\$ _____	X	1456LF	"	\$ _____
24 x 38	\$ _____	X	224LF	"	\$ _____
29 x 45	\$ _____	X	64LF	"	\$ _____
34 x 53	\$ _____	X	8LF	"	\$ _____
38 x 60	\$ _____	X	8LF	"	\$ _____
43 x 68	\$ _____	X	8LF	"	\$ _____
48 x 76	\$ _____	X	8LF	"	\$ _____
53 x 83	\$ _____	X	8LF	"	\$ _____
58 x 91	\$ _____	X	8LF	"	\$ _____
68 x 106	\$ _____	X	8LF	"	\$ _____
TOTAL GROUP B					\$ _____

GROUP "C" MITERED END SECTIONS BELL & TONGUE 2 to 1

PIPE SIZE	PER FOOT COST		ESTIMATED QUANTITIES		EXTENDED PRICE
12 x 18	\$ _____	X	64LF	"	\$ _____
14 x 23	\$ _____	X	360LF	"	\$ _____
19 x 30	\$ _____	X	1456LF	"	\$ _____
24 x 38	\$ _____	X	224LF	"	\$ _____
29 x 45	\$ _____	X	64LF	"	\$ _____
34 x 53	\$ _____	X	8LF	"	\$ _____
38 x 60	\$ _____	X	8LF	"	\$ _____
43 x 68	\$ _____	X	8LF	"	\$ _____
48 x 76	\$ _____	X	8LF	"	\$ _____
53 x 83	\$ _____	X	8LF	"	\$ _____
58 x 91	\$ _____	X	8LF	"	\$ _____
68 x 106	\$ _____	X	8LF	"	\$ _____
TOTAL GROUP C					\$ _____

TOTAL FOR PART 2 (GROUP A + GROUP B + GROUP C) = \$ _____

NAME OF BIDDER _____

(This page to be returned)

PART 3

	GROUP "A" 72" Round RCP			
PIPE SIZE	PER FOOT COST	ESTIMATED QUANTITIES		EXTENDED PRICE

72"	\$ _____	x 96	=	\$ _____
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	GROUP "B" 72" Round RCP MITERED END SECTIONS BELL & TONGUE 4 to 1			
PIPE SIZE	PER FOOT COST	ESTIMATED QUANTITIES		EXTENDED PRICE

72"	\$ _____	x 64	=	\$ _____
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	GROUP "C" 72" Round RCP MITERED END SECTIONS BELL & TONGUE 2 to 1			
PIPE SIZE	PER FOOT COST	ESTIMATED QUANTITIES		EXTENDED PRICE

72"	\$ _____	x 64	=	\$ _____
-----	----------	------	---	----------

	GROUP "D" 48" Round RCP			
PIPE SIZE	PER FOOT COST	ESTIMATED QUANTITIES		EXTENDED PRICE

48"	\$ _____	x 50	=	\$ _____
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TOTAL FOR PART 3 (GROUP A + GROUP B + GROUP C + Group D) = \$ _____

NAME OF BIDDER _____

(This page to be returned)

PIGGYBACK CLAUSE: It is understood and agreed by Charlotte County and the successful bidder(s) that any local governmental entity in the County of Charlotte may purchase the materials and services specified herein in accordance with the prices submitted by the successful bidder(s). It is also understood and agreed that each local entity will establish its own contract with a successful bidder, place its own orders, be invoiced therefrom and make its own payments to the successful bidder in accordance with the terms of the contract established between the local governmental entity and the successful bidder. It is also hereby mutually understood and agreed that Charlotte County is not a legally bound party to any contractual agreement made between a successful bidder and any local entity other than Charlotte County Board of County Commissioners.

The bidder hereby agrees to the above stated provisions of the piggyback clause: YES _____ NO _____

If notified of the acceptance of this bid form, the undersigned agrees to execute a Contract for the stated compensation in the form as prescribed by the County, within the time constraints outlined in Instructions to Bidders.

The signature below is a guarantee that the Bidder will not withdraw his/her bid for a period of sixty (60) days after the scheduled time for opening the bids.

The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the price bid.

Addendum No. _____, Dated _____; Addendum No. _____, Dated _____; Addendum No. _____, Dated _____

Addendum No. _____, Dated _____; Addendum No. _____, Dated _____; Addendum No. _____, Dated _____

HOLD HARMLESS AGREEMENT: The bidding firm as indicated below, its officers and members shall, through the signing of this document by any authorized party or agent, indemnify, hold harmless and defend Charlotte County, a political subdivision of the State of Florida, its officers, agents, employees, and volunteers from all suits and actions, including attorney's fees and all costs of litigation and judgment of every name and description brought against the County as a result of loss, damage or injury to person or property by reason of any act or failure to act by the bidding firm, its agents, servants or employees.

Type of Organization (Please Check One): Individual Ownership _____ Joint Venture _____
Partnership _____ Corporation _____

Name of Bidding Firm _____

Mailing Address _____

Location Address _____

City & State _____ ZIP _____

Telephone _____ Fax Number _____

E-mail _____

Signature of person authorized to bind the Company: _____

Print Name/Title of person authorized to bind the Company: _____

Date: _____

(This form to be returned)

AFFIDAVIT
Claiming Status as a Local Business

Bidder affirms that it is a local business as defined below and in accordance with the following: Ordinance 2009-006 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on February 17, 2009; and Ordinance 2009-041 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on October 19, 2009.

- A. **Local Business Definition:** Local business means the company has a valid Business Tax Receipt issued by Charlotte County, Sarasota County or DeSoto County for at least six months prior to the bid submission to do business within Charlotte County, Sarasota County or DeSoto County that authorizes the business to provide the services or goods, and a physical business address located within the limits of Charlotte County, Sarasota County or DeSoto County from which the business operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a business shall not be considered having a "Local Business" unless it contributes to the economic development and well-being of these Counties in a verifiable and measurable way. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid to be eligible for consideration as having a "Local Business". A business that misrepresents the local preference status of its company in a bid to the County will lose the privilege to claim local preference for a one year period.
- B. **Competitive bid (local price match option):** Each formal competitive bid solicitation shall clearly identify how the price order of the bids received will be evaluated and determined. When a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one or more responsive, responsible local businesses, as defined below, is within five percent of the price submitted by the non-local business, each of the aforementioned local businesses shall have the opportunity to submit, a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business within five days of being notified by the Senior Division Manager of Purchasing in writing. Contract award shall be made to the responsive, responsible business submitting the lowest best and final bid. In the case of a tie in the best and final bid between a local business and a non-local business, contract award shall be made to the local business.

If requested by the County, the bidder will be required to provide documentation substantiating the information given in this affidavit. Charlotte County reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the bidder's submission being deemed non-responsive.

Company Name: _____

Signature: _____

Title: _____

Year Business Established: _____ Circle the appropriate County: Charlotte DeSoto Sarasota

State of Florida
County of _____

Sworn to and subscribed before me, a Notary Public, for the above State and County on this _____
day of _____, 20____.

Notary Public

Commission Expiration

(Affix Official Seal)

The signer of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

This page to be returned only if Contractor is claiming a Local Business Status.

SOURCE OF SUPPLY AND SUBCONTRACTORS

The following sources of supply and subcontractors shall be used for the REINFORCED CONCRETE CULVERT PIPE - ELLIPTICAL project. If bidder does not have a source of supply or subcontractor, insert "to be determined". When a source or subcontractor is determined, selection will be subject to County approval. (If not applicable, state N/A).

Source of Supply	Subcontractor(s)
1. _____	1. _____
2. _____	2. _____
3. _____	3. _____
4. _____	4. _____
5. _____	5. _____

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ (name of business) does;

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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.

Signature _____

Dated _____

Name of Bidder: _____
 (This form to be returned)

**Hydro Conduit Corporation
d/b/a Rinker Materials
Concrete Pipe Division**

**ADMINISTRATIVE CONTRACT RENEWAL
APPROVAL FORM**
Reinforced Concrete Culvert Pipe Elliptical - Annual

Contract #: 2014000375 Award Date: 9/9/2014 Awarded By: BOCC
Original Term: From: 10/1/2014 To: 9/30/2014 Renewal Term: From: 10/1/2015 To: 9/30/2016

Description & Background of Contract:

This is for the procurement of reinforced concrete culvert pipe-elliptical on an "as required" basis to be used primarily by Charlotte County Public Works.

The Board of County Commissioners approved the award and authorized the County Administrator to approve renewal of two (2) additional one-year terms, at the same prices, terms and conditions, by mutual consent on September 9, 2014.

In accordance with the contract documents, this contract can be renewed for one (1) additional year under the same prices, terms and conditions as the original contract. The term will be from October 1, 2015 through and including September 30, 2016.

This purchase order is hereby accepted subject to Hydro Conduit Corporation d/b/a Rinker Materials Concrete Pipe Division's ("Rinker Materials") Standard Terms and Conditions. In case of a conflict between the terms and conditions of this purchase order and Rinker Materials' Standard Terms and Conditions, Rinker Materials' Standard Terms and Conditions shall prevail notwithstanding any statement to the contrary in this purchase order. Acceptance of materials or payment for materials shall be deemed confirmation of acceptance of Rinker Materials' Standard Terms and Conditions.

Contract Specialist: Rhiannon Mills Phone: 941-743-1374 Fax: 941-743-1384
Contract Specialist E-mail: rhlannon.mills@charlottecountyfl.gov

By acceptance of this contract renewal as indicated above and by all parties' signatures, the parties agree to extend the term of the contract with all other terms and conditions of the Contract to remain the same.

Fiscal Reviewed by:

Requested by: Kathryn A. Moore
Rinker Materials

Kathryn A. Moore 7/15/15
Signature/Date

Approved by: Dan Quick
Director Public Works

Signature/Date

Approved by: Kimberly A. Corbett, C.P.M., CPPB
Charlotte County Purchasing

Signature/Date

Approved by: Raymond Sandrock
County Administration

Signature/Date

CONTRACTOR/VENDOR PERFORMANCE EVALUATION

Bid No.: 2014000375 Title: Reinforced Concrete Culvert Pipe Elliptical - Annual

Department: Public Works Contractor/Vendor: Rinker Materials

THIS FORM SHALL BECOME PUBLIC RECORD, THEREFORE, ALL ITEMS SHOULD BE COMPLETED THOROUGHLY AND EXPLAINED BASED ON FACT.

- | | Yes | No |
|---|-------------------------------------|--------------------------|
| 1. Did the Contractor/Vendor perform and/or deliver on time? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Was quality of product/service rendered in conformance with specs? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Did the Contractor/Vendor provide timely warranty service and/or repairs? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Did the Contractor/Vendor display cooperation in working out problems? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. Would you recommend that Charlotte County continue to do business with the firm? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Additional Comments (Optional):

This form shall become public record. By completing this form, I hereby attest that this form has been completed fully and accurately to the best of my knowledge.

Completed by: John Elias