



Board of County Commissioners Request for Quotation

THIS IS NOT AN ORDER

Date: 08/08/06

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RFQ#2006000392

Charlotte County Purchasing Department
18500 Murdock Circle, Room 344
Port Charlotte, Florida 33948-1094

Contact Person: Alisa L. True, CPPB,
Contract Specialist
Contact Phone: 941-743-1549

FAX: 941-743-1384

Reply No Later Than: August 15, 2006 @ 3:00 p.m. (EST)

Scope of Services

PILING REPLACEMENTS - ANNUAL

PURPOSE: It is the intent of Charlotte County to secure the services of a professional, licensed and qualified Contractor to replace pilings throughout Charlotte County on an "as needed basis".

QUOTE PRICES/TERMS OF CONTRACT: The price quoted shall include Contractor's cost in full for all transportation, labor, materials and equipment used in performing the services herein. The term of this contract shall be from October 1, 2006 through and including September 30, 2007, with an option to renew for two (2) additional one (1) year terms, by mutual consent, at the same prices, terms and conditions.

Awarded Contractor shall provide a standard completion time, which shall be expressed in calendar days.

PRE-QUOTE CONFERENCE: A pre-quote conference will be held on August 11, 2006, 10:00 a.m.(EST) to answer questions and discuss the requirements of the County, in the Charlotte County Purchasing Department Conference Room, 18500 Murdock Circle, Room 344, Port Charlotte, Florida. Attendance of this meeting is not mandatory; however, interested quoters are encouraged to attend.

EXAMINATION OF DOCUMENTS / SITE: Prior to the submission of a Quote Form, Quoter shall examine the documents, visit the site of the work, and fully inform themselves as to all existing conditions and limitations that affect the work to be performed under this contract. Failure to familiarize himself/herself with conditions will in no way relieve the successful quoter from the necessity of furnishing any materials or performing any work that may be required.

NOTICE TO PROCEED: A Notice to Proceed, or Purchase Order, shall be issued bearing the agreed-upon commencement date. No work under the Contract shall begin until after the Notice to Proceed/Purchase Order has been issued.

RESERVED RIGHTS: The County reserves the right to accept or reject any and/or all quotes, to waive irregularities and technicalities, and to request resubmission of quotes. Also, the County reserves the right to accept all or any part of the quote 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.

FORM OF CONTRACT: The submitted Quote Form signed by the Quoter, together with the complete quote package furnished by the County, shall constitute a binding contract. The Quoter shall be required to perform according to the Quoter's submitted Quote Form and the County's quote package.

VENDOR QUALIFICATIONS: Quotes will be considered only from firms normally engaged in providing the service specified herein. Contractors must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service. The County reserves the right before recommending any award, to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. It will be Charlotte County's sole discretion as to whether the evidence of ability to perform is satisfactory and reserves the right to reject quotes if evidence/investigation indicates inability to perform.

A copy of any Contractor and Operation/Business License Numbers as required by State Statutes and Local Ordinances, Codes and Regulations must be included with Quote form when submitted.

CANCELLATION: The County shall have the right to unilaterally cancel, terminate or suspend this Contract, in whole or in part, by providing the Contractor thirty (30) days written notice by certified mail.

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 quoters 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 quotes 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 quoters are hereby notified that the successful quoter (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 this 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 this Contract upon receipt of evidence of discrimination.

SCOPE OF SERVICES: The County is seeking a qualified firm to remove and replace navigational aids (a.k.a. marine markers and buoys) on the waterways. The work shall include, but not be limited to, the installation of timber pilings and signs. The County shall be responsible for designating the location of the timber pilings prior to installation.

RESPONSE TIME: Response time required to report to site to perform service, after verbal or written service request, shall not exceed ten (10) calendar days.

PILINGS:

A. **MATERIALS:** Wood piling shall be cut from Southern Pine and shall contain 30% of summer wood. Piles shall be cut above the ground swell and shall have a uniform taper. Pilings shall be round and be free from worm holes, loose knots, wind shakes, decayed or unsound portions, and other defects which might impair the strength or tightness. Wood piles shall be free from short or reverse bends, and a straight line extending from the center of the tip to the center of the butt, but shall not, at any point, fall further away from the center of the pile than a distance equal to one percent (1%) of the length of the pile. Piling material shall be in accordance with FDOT Specification Section 953.

The pilings shall be ten inch (10") diameter (average) and shall be treated in accordance with Florida Department of Transportation, Standard Specification for Road and Bridge Construction, Section 955. Piles shall be cut to proper length prior to treatment and shall have blunt ends for driving.

B. **INSTALLATION:** Pilings will be located as directed by the County and a third of the length will be driven into firm soil. The elevation of the top of the pilings shall be a least ten feet (10') above the mean high water level for dayboards and twelve feet (12') above the mean high water level for beacons. The Contractor's work shall be in accordance with FDOT Specifications Section 445-4, except as amended herein.

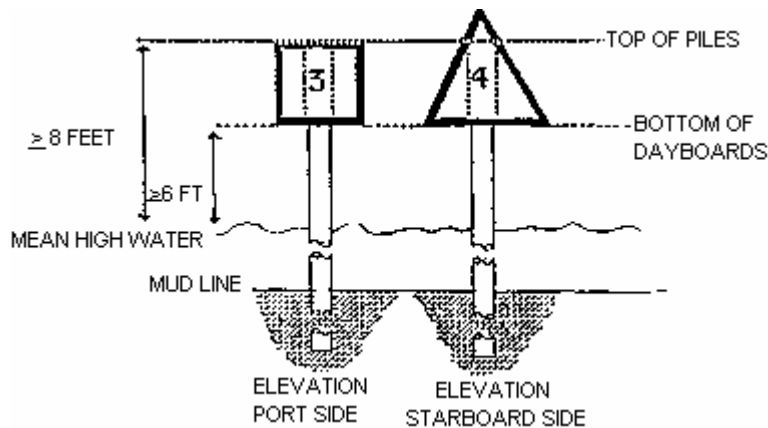
Pile driving will be governed by the following requirements unless otherwise approved by the County: Jetting or other means of securing initial penetration of piling will be allowed, subject to onsite approval of the method by the County. Pilings may need to be driven deeper due to unsuitable soils per County's direction.

The heads of the piles shall be protected during driving, and where necessary, collars or bands shall be provided to protect piles against splitting and brooming.

Piles shall be stored and handled so as to avoid injury to the piling. Treated timber shall be handled with rope slings, without sudden dropping, breaking of outer fibers, bruising or penetration of the surface with tools. Cant dogs, hooks or pike poles shall not be used. Cut or sawed ends of piles shall not be used below grade. Broken, split, or misplaced piles shall be withdrawn and replaced.

SIGNS:

- A. **MATERIALS:** The Contractor shall install regulatory signs and two (2) types of dayboards, including the necessary hardware, as indicated in the details. The County shall supply regulatory signs and dayboards, necessary hardware and the appropriate numbering system.
- B. **HARDWARE:** All hardware for the installation of dayboards and regulatory signs will be supplied by the County.
- C. **INSTALLATION:** The Contractor shall install dayboards as shown in the detail below. The red dayboards shall be installed on the right hand side of the channel and green dayboard installed on the left hand side of the channel for each direction of travel on the channel. Dayboards shall be mounted atop the pilings so that none of the pile is visible above the dayboard. The elevation of the bottom of the dayboard and/or regulatory sign shall be a minimum of six feet (6') above mean high water.



Completion of the work shall be within the time stipulated by the Contractor, which will be expressed in calendar days. It shall be the responsibility of the Contractor to assure compliance with any FDOT specifications, OSHA, EPA, and/or other Federal, State or County law(s), code(s) and ordinance(s), as each may apply.

TAXES: Charlotte County is exempt from Federal Excise and State Sales Taxes. The Contractor shall assume liability for Local, State, or Federal Tax that is applicable to the work.

PERMITS AND REGULATIONS: Permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor, unless otherwise specified. (A list of permit fees is attached.) The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the specifications and drawings are at variance therewith, he shall promptly notify the County in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the County, he shall bear all costs arising therefrom.

It shall be the responsibility of the Contractor to assure compliance with any FDOT specifications, OSHA, EPA, and/or other Federal, State or County law(s), code(s) and ordinance(s), as each may apply.

PAYMENT: All invoices will be paid in accordance with the Florida Prompt Payment Act (F.S. 218.74).

INSURANCE REQUIREMENTS:

A. WORKERS' COMPENSATION: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state, federal laws. The coverage must include Employers' Liability with a minimum limit of \$100,000 for each accident. Must have full endorsement of the U.S. Longshoremen & Harbor Act and the Jones Act.

B. COMPREHENSIVE GENERAL LIABILITY: Coverage shall have minimum limits of \$300,000 Per Occurrence, combined Single Limit or Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.

C. BUSINESS AUTO LIABILITY: Coverage shall have minimum limits of \$300,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership.

D. SPECIAL REQUIREMENTS:

1. Charlotte County, a political subdivision of the State of Florida, its officers, agents, employees, and volunteers are to be included as Insured on both the Comprehensive General Liability and Business Auto Liability Policies, and must be listed as such on the Insurance Certificate. Charlotte County to be named additional insured as: **Charlotte County**.

2. An appropriate Hold Harmless Clause shall be included.

3. Current valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the named project. Renewal certificates shall be sent to the County 30 days prior to any expiration date. There shall also be a 30-day notification to the County in the event of cancellation or modification of any stipulated insurance coverage.

4. It shall be the responsibility of the Contractor to insure that all subcontractors comply with the same insurance requirements that he is required to meet.

5. Certificates of Insurance meeting the required insurance provisions shall be forwarded to the Purchasing Department after notice of award, prior to commencement. **For the purpose of identification, when submitting insurance, the bid name and number must be included on the certificate.**

CRITERIA FOR AWARD: Award of this quote shall be to the overall lowest responsive, responsible quoter meeting or exceeding the requirements of the specifications set forth herein. Another consideration of award may be completion time.

The County reserves the right to reject the quote of any quoter 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 the due date and time, the lowest quoter is deemed non-responsible by the County, such quoter shall receive written notice from the County of this determination. The quoter 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 quoter's responsibility. The County shall make a final determination regarding the quoter's responsibility at the time of award of the contract.

QUOTE PRICES: PILING REPLACEMENT – ANNUAL CONTRACT

	SOUTH OF PONCE DE LEON	NORTH OF I-75 BRIDGE	SOUTH OF EL JO BEAN BRIDGE	NORTH OF EL JO BEAN BRIDGE	STUMP PASS/LEMON BAY AREA	COMPLETION TIME (IN CALENDAR DAYS)
REMOVE PILING ONLY	\$	\$	\$	\$	\$	
REPLACE PILINGS & DAYBOARDS	\$	\$	\$	\$	\$	
REMOVE & REPLACE PILINGS AND DAYBOARDS	\$	\$	\$	\$	\$	
RELOCATE EXISTING PILING	\$	\$	\$	\$	\$	
INSTALL REGULATORY SIGN AND/OR DAYBOARD ON EXISTING PILING	\$	\$	\$	\$	\$	
REMOVE A BUOY	\$	\$	\$	\$	\$	

Notice Needed prior to Commencement of Work: _____calendar days

QUOTERS NAME _____

(This page to be returned)

If notified of the acceptance of this quote form, the undersigned agrees to execute a Contract for the stated compensation in the form as prescribed by the County.

The signature below is a guarantee that the Quoter will not withdraw his/her quote for a period of thirty (30) days after the scheduled quote due date.

HOLD HARMLESS AGREEMENT:

_____ (name of firm), it's officers and members shall, through the signing of this document by an authorized party or agent, indemnify and hold harmless Charlotte County, a political subdivision of the state of Florida, its officers, agents, employees, and volunteers, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of _____ and persons employed or utilized by _____ in the performance of this contract.

_____ (name) agrees that the first ten dollars (\$10.00) of compensation received under this contract represents specific consideration for this indemnification obligation.

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

Name of Quoting Firm: _____

Mailing Address: _____

Location Address: _____

City & State: _____ Zip: _____

Telephone: _____ Fax Number: _____

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

Signature of person authorized to bind the Company: _____

Date: _____

DUE DATE: Please fax quote to the Purchasing Department at 941-743-1384, addressing it to the attention of:
Alisa L. True, CPPB, Contract Specialist
Quote must be received no later than 3:00 p.m. (EST), August 15, 2006

QUOTE RESULTS: Generally, a quote tabulation sheet is available by close of business on the quote due date. If you wish to obtain the quote results, you may do so by either contacting the Purchasing Department's Automated FaxBack System at (941) 623-1034, and request Current Solicitations, Document Number 063924, or by visiting our Website at www.charlottecountyfl.com/purchasing. No information regarding the submittal will be divulged over the telephone.

QUOTERS NAME _____

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SOURCE OF SUPPLY AND SUBCONTRACTORS

The following sources of supply and subcontractors shall be used for **PILING REPLACEMENT – ANNUAL CONTRACT**. (If quoter 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. If not applicable, please state N/A).

<u>Source of Supply</u>	<u>Subcontractor(s)</u>
1. _____	1. _____
2. _____	2. _____
3. _____	3. _____
4. _____	4. _____
5. _____	5. _____
6. _____	6. _____

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 _____

QUOTERS NAME _____

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