



HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

Purchasing Department

600 S. Commerce Ave.

Sebring, FL 33870

Purchasing Main Line: (863) 402-6500

Purchasing Designated Contact: Kelli Bronson, Purchasing Analyst

Direct Line: (863) 402-6528

E-mail: purchase@highlandsfl.gov

**INVITATION TO BID (ITB)
23-023-KSB
Asphalt Binder Materials**

	Pre-Solicitation Meeting:	None
	Location:	N/A
	Request for Information Deadline:	Wednesday August 2, 2023, prior to 5:00 PM
	Submission Deadline:	Tuesday, August 15, 2023, prior to 3:30 PM

Advertisement Date: Saturday, July 15, 2023
Second Advertised Date: Saturday, July 22, 2023



HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS
Purchasing Department

INVITATION TO BID (“ITB”)

The Board of County Commissioners (“Board”), Highlands County, a political subdivision of the State of Florida (“County”) will receive sealed Bids in the Highlands County Purchasing Department (“Purchasing Department”) for:

ITB NO. 23-023-KSB ASPHALT BINDER MATERIALS

Specifications may be obtained by downloading from our website <http://www.HighlandsFL.gov> or on <http://www.VendorRegistry.com>. Questions should be directed, in writing, to: Kelli Bronson, Purchasing Analyst, 600 S. Commerce Ave, Sebring, Florida 33870, E-mail: purchase@highlandsfl.gov.

A PRE-BID meeting will NOT be held for this Solicitation.

SUBMISSIONS MUST BE DELIVERED to the Purchasing Department, 600 S. Commerce Avenue, Sebring, FL 33870 to reach said office **no later than 3:30 P.M. TUESDAY, AUGUST 15, 2023**, at which time they will be opened. Responses may be submitted by one of the following methods:

Electronic Submission to the County website, www.highlandsfl.gov, which directs to the advertising mechanism www.vendorregistry.com, in one all-inclusive Adobe file of all documents. **Label the file “23-023- Bidder Name”**

OR

Hard Copy Submission in a sealed and marked package. Affix the supplied “Sealed Solicitation Label” with the name of the Proposer, Solicitation number, and Title to the exterior of the package so as to identify the enclosed response. A hard copy response is to include the following: **one (1) original all-inclusive paper copy** (signed in blue ink) of the response, and electronic copy (thumb drive) containing **one all-inclusive ADOBE file** of the original response. **Label the file “23-023- Bidder Name”**

Submissions received later than the date and time as specified will be rejected. The Board shall not be responsible for delays caused by the method of delivery such as, but not limited to; Internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.

The public is invited to attend this meeting.

One or more County Commissioners may be in attendance at meetings.

Highlands County’s Local Preference Policy and Women/Minority Business Preference Policy will apply to the award of this Bid. Please see the Highlands County Board of County Commissioners Purchasing Manual with an effective date of June 21, 2022. The County encourages the use of Disadvantaged Business Enterprises to include Women/Minority Business Bidder(s).

The County reserves the right to accept or reject any or all Bids or any parts thereof, and the determination of this award, if an award is made, will be based on the lowest responsive and responsible Bid received meeting the requirements requested. The County reserves the right to waive irregularities in the Bid.

The County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or Section 286.26, Florida Statutes, should contact the ADA Coordinator at: 863-402-6809 (Voice), or via Florida Relay Service 711, or by e-mail: hrmanager@highlandsfl.gov . Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

Board of County Commissioners, Highlands County, FL www.Highlandsfl.gov

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1. GENERAL TERMS AND CONDITIONS

- 1.1. For purposes of this ITB, the following terms are defined as follows:
- 1.2. *Bidder* means the person or entity submitting a Bid in response to this ITB.
- 1.3. *Contractor* means the Bidder whose Bid is accepted by the County and who agrees to comply with the terms and conditions of this ITB and the Contract.
- 1.4. *Contract* means all of the following: (1) the terms and conditions of this ITB; (2) any terms and conditions of Purchase Orders issued by the County; and (3) the terms and conditions of any additional written agreement pertaining to this ITB that is executed by any Bidder and the County or executed by the Contractor and the County.
- 1.5. *Purchase Order* means a formal written request from the County for the purchase of materials or other supplies in connection with this ITB. The form for County Purchase Orders includes binding terms and conditions and is located in the County's website at the following address: https://www.highlandsfl.gov/departments/business_services/purchasing/po_terms_and_conditions.php.
- 1.6. All Bids shall become the property of the County.
- 1.7. All Bidders shall comply with Section 287.087, Florida Statutes pertaining to drug free workplace programs; Section 287.133(2)(a), Florida Statutes, pertaining to public entity crimes; Section 287.134, Florida Statutes, pertaining to discrimination and Section 287.135, Florida Statutes, prohibiting contracting with scrutinized companies.
- 1.8. Bids are due and must be received in accordance with the instructions provided in the Invitation to Bid.
- 1.9. The County will not reimburse Bidders for any costs associated or expenses incurred in connection with the preparation and submittal of any Bid.
- 1.10. Bidders, their agents and associates shall not solicit any County Official, employee, agent, or volunteer and shall not contact any County Official, employee, agent or volunteer other than the individual listed on the cover of this ITB for additional information and clarification.
- 1.11. Due care and diligence have been exercised in the preparation of this ITB and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the services required rests solely with those submitting a Bid. Neither the County nor its representatives shall be responsible for any error or omission in the Bids submitted, nor for the failure on the part of the Bidders to determine the full extent of the exposures.
- 1.12. All timely Bids meeting the specifications set forth in this ITB will be considered. However, Bidders are cautioned to clearly indicate any deviations from these specifications. The terms and conditions contained herein are those desired by the County and preference will be given to those Bids in full or substantially full compliance with them.

- 1.13. Each Bidder is responsible for full and complete compliance with all laws, rules and regulations including those of the Federal Government, the State of Florida and the County of Highlands. Failure or inability on the part of the Bidder to have complete knowledge and intent to comply with such laws, rules and regulations shall not relieve any Bidder from its obligation to honor its Bid and to perform completely in accordance with its Bid.
- 1.14. The County, at its discretion, reserves the right to waive minor informalities or irregularities in any Bids, to reject any, and all Bids in whole or in part, with or without clause, and to accept that Bid, if any, which in its judgment will be in its best interest.
- 1.15. Award will be made to the bidder whose Bid is determined to be the most advantageous to the County, taking into consideration those Bids in compliance with the requirements as set forth in this ITB. The County reserves the right to reject any, and all Bids for any reason or make no award whatsoever or request clarification of information from the Bidders.
- 1.16. Any interpretation, clarification, correction or change to this ITB will be made by written addendum issued by the Purchasing Department. Any oral or other type of communication concerning this ITB shall not be binding.
- 1.17. Bids must be signed by an individual of the Bidder's organization legally authorized to commit the Bidder to the performance of services contemplated by this ITB.
- 1.18. The following "Statement of Indemnification" will be incorporated in the contract entered into in connection with this ITB.
- 1.19. The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless for any and all such claims, suits, judgements or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.
- 1.20. If submitting Bids or Proposals for more than one ITB or Request for Proposals (RFP), each Bid and each Proposal must be in a separate envelope and correctly marked. Only one Bid for this ITB shall be accepted from any person, corporation, or firm. Modifications will not be accepted or acknowledged.
- 1.21. Each Bid is to contain proof of enrollment on E-Verify.

- 1.22. Minority Owned and Women Owned businesses must submit a copy of the certificate to receive credit.
- 1.23. Board policy prohibits any County employee or members of their family from receiving any gift, benefit, and/or profit resulting from any contract or purchase. Board policy also prohibits acceptance of gifts of any kind other than advertising novelties valued less than \$10.00
- 1.24. Bids are only accepted if delivered to the location and prior to the time specified on the ITB. Bids must be delivered in a sealed envelope or box. Late Bids will not be accepted under any circumstances. If Bids are received after the scheduled time of the Bid Opening Meeting, the Bidder will be contacted for disposition. The Purchasing Division, at the Bidder's expense, can return the unopened envelope, or, at the Bidder's request in writing, can destroy it.
- 1.25. Emailed and faxed Bids will not be accepted. Any blank spaces on the required Bid form or the absence of required submittals or signatures may cause the Bid to be declared non-responsive.
- 1.26. The County is not responsible for correcting any errors or typos made on the Bid. Incorrect calculations or errors may cause the Bid to be declared non-responsive.
- 1.27. The Bidder shall comply with the Florida Sales and Use Tax Law as it may apply to the contract. The quoted amount(s) shall include any, and all Florida Sales and Use Tax payment obligations required by Florida Law of the successful Bidder and its material suppliers.
- 1.28. Any material submitted in response to this ITB will become public record pursuant to Section 119, Florida Statutes.
- 1.29. In the event of legal proceedings to enforce the terms of a contract entered into in connection with this ITB, the prevailing party will be entitled to legal fees. Venue is Highlands County, Florida.
- 1.30. If any Bidder violates or is a party to a violation of the code of ethics of the County or the State of Florida, with respect to this ITB, such Bidder may be disqualified from performing the work described in this ITB or from furnishing the goods or services for which this ITB is issued and may be further disqualified from bidding on any future requests for work, goods or services for the County.
- 1.31. ADDENDUMS: In this ITB the County has attempted to address most situations that may occur. However, should situations arise that are not addressed, they will be dealt with on a case-by-case basis, at the discretion of the County. If deemed necessary, the Purchasing Department will supplement this ITB document with Addendums. These Addendums will be posted on the County's website, www.Highlandfl.gov. It is the sole responsibility of the Bidder to check the website for Addendums. Bidders must acknowledge receipt of Addendums by completing the respective section on the Bid Submittal Form.
- 1.32. AFFIRMATION: By submitting a Bid, the Bidder affirms that the Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization

or corporation; that the Bidder has not directly or indirectly induced or solicited any other person to submit a false or sham Bid; that the Bidder has not solicited or induced any person, firm or corporation to refrain from submitting a Bid; and that the Bidder has not sought by collusion to obtain for him/herself/itself any advantage over other persons or over the County; and that the Bidder has no conflict of interest with any person or entity associated with the project or purchase contemplated by this ITB, including the County, other Bidders, or entities that have provided or are providing services or goods related to this ITB.

- 1.33. COUNTY EMPLOYEES / CONFLICT OF INTEREST: All Bidders must disclose the name of any officer, director or agent who is also an employee of the Board. All Bidders must disclose the name of any Board employee who owns, directly or indirectly, any interest in the Bidder's business or any of its branches.
- 1.34. MISUNDERSTANDINGS: The failure or omission of the Bidder to receive or examine any instruction or document, or any part of the specifications, or to visit the site and acquaint themselves as to the nature and location of the work (where applicable), the general and local conditions, and all matters which may in any way affect performance shall not relieve the Bidder of any obligation to perform as specified herein. The Bidder understands the intent and purpose thereof and their obligations and will not make any claim for or have any right to damages resulting from any misunderstanding or misinterpretation of this ITB, or because of any lack of information.
- 1.35. ASSIGNMENT OF CONTRACT: The selected Bidder and the person designated by the Bidder to perform the services required by this ITB in its Bid submitted in response to this ITB shall not assign, transfer, convey, sublet or sell any portion of any contract entered into in connection with this ITB unless permission is first given in writing by the County.
- 1.36. COMPLAINTS: The contract will provide that complaints against the Contractor will be processed through the Purchasing Division and are to be corrected within five (5) business days. Written response to the Purchasing Manager is required. Failure to properly resolve complaints within five (5) business days may result in cancellation of the contract. Repeat complaints against the Contractor may result in termination of contract.
- 1.37. REQUEST FOR CHANGE OF ITB SPECIFICATIONS: Requests for changes to specifications must be submitted for consideration in writing to the person identified on the cover page of this ITB. Requests must be submitted by the Request for Information (RFI) cut-off date stated on the cover of this ITB. The request will be evaluated by the Project Manager, and the County's response will be made in an Addendum.
- 1.38. EXCEPTIONS / ITEMS NOT IDENTIFIED IN THE SCOPE OF WORK: Any modification to these specifications by a Bidder shall be an exception to the ITB and must be discussed in detail by the Bidder in its Bid under "Exceptions / Items not Identified in Scope of Work," unless otherwise specified.
- 1.39. DOCUMENTATION RESULTING FROM SERVICES RENDERED: The contract will prohibit the Contractor from publishing or releasing any information related to the requested services without prior written permission from the County. All reports and documents resulting from the ensuing contract will remain the sole property of the County.

- 1.40. OTHER ENTITIES (“PIGGYBACKING”): All Bidders submitting a bid to this ITB agree that this submitted bid may also constitute an invitation to other local government agencies, under the same conditions, for the same pricing set forth by the bid, during the period that the awarded bid is in effect. Any liability created by purchase orders issued against the awarded bid shall be the sole responsibility of the entity placing the order. If the City of Sebring or other governmental agencies desire to participate in this ITB, and make an award thereof, each governmental agency shall accept the bidder’s response and make an award thereof independently of Highlands County. Each governmental agency shall be responsible for its own purchases, and each shall be liable for materials and services ordered and received by that governmental agency. None of the agencies assume any liability for the other agencies’ actions by virtue of this ITB. This offer for participation in no way restricts or interferes with the right of the City of Sebring or any other governmental agency to competitively procure any or all items.
- 1.41. ITB CONTACT INFORMATION: All questions regarding this ITB and the details of the project during the ITB process shall be submitted by Bidders in writing to the Purchasing Department representative listed on the cover page of this solicitation.
- 1.42. REQUEST FOR INFORMATION (RFI) CUT-OFF: All questions regarding this ITB shall be submitted by Bidders in writing by 5 P.M. on the date noted on the cover page of this solicitation.
- 1.43. PURCHASE ORDER: The awarded Bidder(s) shall not proceed with any work until receipt of a County-issued purchase order and the approval of the County Project Manager.
- 1.44. INVOICE/COMPENSATION: Contractor shall submit detailed invoices to the County within five (5) business days from monthly work completion.

-End of Section-

2. THE COUNTY'S RESERVATION OF RIGHTS

- 2.1. This ITB constitutes only as an invitation to submit a Bid to the County. The County reserves, holds and may in its own discretion, exercise any, or all, of the following rights and options with respect to this ITB:
- 2.2. To supplement, amend or otherwise modify this ITB, and to cancel this ITB with or without the substitution of another Invitation to Bid (ITB) or Request for Proposals (RFP).
- 2.3. To issue additional subsequent ITBs or RFPs.
- 2.4. To reject all incomplete/non-responsive Bids, or Bids with errors.
- 2.5. The County reserves the right to determine, in its sole discretion, whether any aspect of the submitted Bids is satisfactory to meet the criteria established in this ITB, the right to seek clarification and/or additional information from any submitting Bidder.
- 2.6. The County also reserves the right to modify the Scope of Work to be performed.
- 2.7. The County shall have no liability to any Bidder for any costs or expenses incurred in connection with the preparation and submittal of a Bid in response to this ITB.
- 2.8. If the County believes that collusion exists among Bidders, all Bids will be rejected.
- 2.9. In the event of a mathematical error, the unit price shall prevail.
- 2.10. Items marked as "Product Only", "No Substitution", or "Equivalent", etc., shall be priced as such. Any items not approved shall be returned/retrieved by the Vendor at no additional expense to the County.
- 2.11. The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and/or Requirements which shall service as a guide to the bidder(s) in conforming to the provision of goods and/or services to be provided: Rates and all other negotiated expenses will remain in effect throughout the duration of the award period.
- 2.12. This award does not entitle any bidder to exclusive rights to County Agreement/Contracts. The County reserves the right to obtain commodities or perform services in-house or by any other means it so desires.
- 2.13. Should the service not be available in the timeframe needed from the lowest bidder, the County reserves the right to request from the next lowest until the service is obtained.
- 2.14. Public Record Pursuant to Florida Statutes, Section 119.0701

IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE PUBLIC

**RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S
CUSTODIAN OF PUBLIC RECORDS:
COUNTY RECORDS CLERK: GLORIA RYBINSKI
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6836
HCBCCRECORDS@HIGHLANDSFL.GOV**

- 2.15. Consultant agrees to comply with public records laws, specifically to:
- 2.16. Keep and maintain public records required by the County to perform the services set forth herein.
- 2.17. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
- 2.18. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the County.
- 2.19. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the services set forth herein. If the Consultant transfers all public records to the County upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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3. INSURANCE

- 3.1. Unless otherwise stated in the specifications, the following minimum Insurance Requirements will be included in the contract and must be met before delivery of goods and performance of services:
- 3.2. Commercial General Liability Insurance: Occurrence Form Required: The Contractor shall have and maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this ITB in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Fire damage liability shall be included at \$100,000.
- 3.3. Commercial Automobile Liability Insurance: The Contractor shall have and maintain commercial automobile liability insurance with a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.
- 3.4. Workers' Compensation Insurance: The Contractor shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. The policy must include Employer Liability with a limit of \$100,000 each accident, \$100,000 each employee, \$500,000 policy limit for disease.
- 3.5. Special Requirements / Evidence of Insurance: A copy of the Bidder's current certificate of insurance **is to** be provided with the Bid submitted in response to this ITB. A formal certificate shall be provided upon announcement that a Bidder has been awarded the work as called for in this ITB. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by the County before commencement of any work activities. **The formal insurance certificate shall also comply with the following:**
 - 3.5.1. Certificate Holder: Highlands County Board of County Commissioners, 600 S. Commerce Ave, 2nd FL, Sebring, FL 34266
 - 3.5.2. Additional Insured verbiage: "Highlands County, A Political Subdivision of the State of Florida and its elected officials, its agents, employees, and volunteers" shall all be named as an "Additional Insured" on all policies except Workers' Compensation and Professional Liability.
 - 3.5.3. Notice of Cancellation: Contractor shall deliver written notice to the County by overnight delivery return receipt requested, hand delivery or confirmed facsimile thirty (30) days prior to giving or within three (3) days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.
 - 3.5.4. Waiver of Subrogation: All policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite/Per Job Aggregate". All liability insurance except Professional Liability shall be Primary and Non-Contributory. Certificate of Insurance shall confirm in writing that these provisions apply.

- 3.6. It should be remembered that these are minimum requirements, which are subject to modification in response to high hazard operations.
- 3.7. The policies of insurance shall be written on forms acceptable to the County and placed with insurance carriers authorized by the Insurance Department in the State of Florida that meet an AM Best financial strength rating of no less than "A-Excellent: FSC VII".
- 3.8. The Contractor shall hold the County, its agents and employees, harmless on account of claims for damages to persons, property or premises arising out of the services performed in connection with this ITB. The County reserves the right to require the Contractor to provide and pay for any other insurance coverage the County deems necessary, depending upon the possible exposure to liability.
- 3.9. All policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite/Per Job Aggregate". All liability insurance except Professional Liability shall be Primary and Non-Contributory. Certificate of Insurance shall confirm in writing that these provisions apply.
- 3.10. Renewal: In the event the insurance coverage expires prior to termination of the contract entered in connection with this ITB, a renewal certificate shall be issued 30-days prior to said expiration date.
- 3.11. Such notification will be in writing by registered mail, return receipt requested, and addressed to the County Purchasing Manager, 600 S. Commerce Avenue, Sebring, Florida, 33870 or e-mailed to: purchasing@highlandfl.gov

-End of Section -

4. SPECIAL TERMS AND CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included in or are revising the County's standard General Terms and Conditions or the Scope of Work.

- 4.1. **BASIS OF AWARD:** The bid is to be awarded to the lowest responsive and responsible bidder based on the Grand Total as shown on the itemized Bid Submittal Form.
- 4.2. **TERM.** The successful bidder shall be responsible for furnishing and delivering to the County's requesting Department(s) the commodity or services on an "as needed basis." The term of the Contract shall be for **an initial one (1) year from October 1, 2023, through September 30, 2024**. Prices will be subject to monthly price adjustments in accordance with FDOT Fuel & Bituminous Price Index and will be referenced in the applicable purchase order. FDOT's price index will provide the differential change to the bid price submitted. Upon mutual agreement of the parties, the contract may be **renewed for three (3) one (1) year terms**, at the same terms and conditions set forth in the ITB. A Price Adjustment Clause was included in this solicitation. The contract will include a thirty (30) day termination for convenience clause for termination by the County.
- 4.3. **PURCHASE ORDERS.** The County Purchasing Department will issue purchase orders for the materials needed during the contract period. A Bidder's submission of a bid in response to this ITB constitutes the Bidder's agreement to the terms and conditions of County purchase orders. Those terms and conditions are on the County's website at: https://www.highlandsfl.gov/departments/business_services/purchasing/index.php.

4.4. BILLING AND INVOICES

- 4.4.1. **PAYMENT.** Payments shall be provided on a per ton basis and delivered as per the bid price with adjustments set forth in bid form. Payment will be made within the requirements of the Florida Statutes Local Government Prompt Payment Act and the Highlands County Purchasing Manual, that has an effective date of June 21, 2022, after receipt of a timely and complete invoice.
- 4.4.2. **BILLING.** Invoices received for payment without a purchase order and without signed delivery tickets will not be paid. Invoices must be received in a timely manner.
 - 4.4.2.1. Material tonnage totals shall be supplied by Contractor to the Asphalt Plant within 3 days after completion of the project.
 - 4.4.2.2. Delivery tickets shall be numbered in sequence and in triplicate sets so as to maintain an original and two (2) copies of each delivery.
 - 4.4.2.3. All delivery tickets shall be signed by authorized employees of the County or their designee(s).
 - 4.4.2.4. Copies of the triplicate sets of Delivery Tickets shall be distributed as follows:
 - 4.4.2.5. Original shall be maintained at the scale house by the Contractor.
 - 4.4.2.6. Copy #1 shall be delivered to the County's asphalt plant, located at 12700 Arbuckle Creek Road, or any other haul destination point designated by the County, and will be forwarded by the receiving department of the County's Board to the County's Finance Department, for back up documentation for processing payment requests.

- 4.4.2.7. Copy #2 shall be submitted by the Contractor with each invoice request for payment.
- 4.4.2.8. Each delivery ticket shall include the following information:
 - 4.4.2.8.1 Purchase Order Number
 - 4.4.2.8.2 Truck number
 - 4.4.2.8.3 Date of delivery
 - 4.4.2.8.4 Total number of tons delivered
- 4.5 Applicable Federal Excise Taxes shall not to be included in the bids submitted. Tax exemption certificates will be furnished in lieu of any taxes.

-END OF SECTION-

5 SCOPE OF WORK AND SPECIFICATIONS

- 5.1. Highlands County plans to produce approximately 60,000 tons of hot-mix asphalt products during the 23/24 and 24/25 fiscal years in anticipation of large projects requiring such products. The asphalt plant is located on landfill property at 12700 Arbuckle Creek Road, Sebring, FL 33870. The estimated quantity of asphalt binder is approximate. Actual purchases will vary based on the actual need of the County and available funding.
- 5.2. The selected Contractor shall supply the County with asphalt binder materials, in accordance with the specifications set forth by County, pursuant to purchase orders issued by the County. Materials shall be requested and delivered in tanker load quantities (with the exception of samples, as discussed in section 5.4 below.) Highlands County will use its best efforts to provide a written request to the Contractor for delivery of materials at least 24 hours prior to the date of the desired delivery.
- 5.3. Bid prices will be subject to monthly price adjustments in accordance with FDOT Fuel & Bituminous Price Index and will be referenced in the applicable purchase order. FDOT's price index will provide the differential change to the bid price submitted. (Example: If bids were based on February posted price index, then the March price would be adjusted by the difference between February and March posted index prices.)
- 5.4. Bidders shall provide copies of their FDOT product approvals, and the selected Contractor is required to remain on FDOT's approved list for the duration of this contract. Bidders and the selected Contractor may be required to provide a representative sample of their product in sufficient quantity for developing several mix designs. All samples shall be clearly marked with the following information:
 - 5.4.1. Highland County Board of County Commissioners
 - 5.4.2. Asphalt Type
 - 5.4.3. Asphalt Source- Terminal and with FDOT #
 - 5.4.4. Supplier, with full contact information for ordering more samples if necessary.
 - 5.4.5. Typical properties - the properties should address all FDOT requirements.
- 5.5. The use of anti-stripping agent additive will be determined by the County's consultants who develop mix design formulas. Bidders shall provide pricing for both options pertaining to the use of anti-stripping agent additive described on the Bid Submittal Form.

6. VEHICLE REQUIREMENTS:

- 6.1. Contractor or the Contractor's subcontractor shall always have a minimum of six (6) trucks capable of asphalt delivery available, or the capability to deliver binder material equal to the capacity of six (6) trucks in one 24-hour period, to qualify for bidding. Documentation showing ownership or legal possession and authorization for use of trucks, sufficient to meet the requirement of this paragraph is to be submitted with the Bid.
- 6.2. All trucks and tractor/trailer rigs shall be numbered, and TARE weight must be visible on side of truck or trailer and may be weighed on County scales at no charge.

- 6.3. Highlands County shall be responsible for maintaining access haul roads and unloading sites on county property in order to insure adequate accessibility.
- 6.4. In performing work under these specifications, the Contractor shall comply with all relevant federal, state, and local statutes, ordinances, laws, and regulations.
- 6.5. Any overload, moving violations or any other legal violations shall be the responsibility of the Contractor.
- 6.6. The County shall not be held responsible for damages to property or for injuries or death to persons, which might occur without fault on the part of the Board or its employees as a result of, or incident to, performance of this bid.

-END OF SECTION-

7. HIGHLANDS COUNTY FORMS

Documentation included with Bid submittal package.

Any blank spaces on the form(s), qualifying notes or exceptions, counteroffers, lack of required submittals, or signatures, on County’s Form may result in the submission being declared non-responsive by the County.

The list of forms below is meant only as a guide. It is the Bidder’s responsibility to review and include all requested and required documentation.

Forms	No	Yes
LOCAL COMPLIANCE FORMS		
Official Bid Submittal Form: include acknowledgement of all addenda, original signature. Electronic versions: Label each “23-023 Bidder Name”		
Drug-Free Workplace Certification, F.S. 287.087		
Public Entity Crimes Sworn Statement, F.S. 287.133		
Discrimination Certification, F.S. 287.134		
Scrutinized Companies Certification, F.S. 287.135		
E Verify Certification		
Local Preference Affidavit of Eligibility		
Price Adjustment Form		
MISCELLANEOUS DOCUMENTATION		
WWW.Sunbiz.org print-out for Bidder/Proposer FEI/EIN Number		
Acord Insurance Form (sample copy of Certificate of Insurance-COI)		
Women / Minority Business Enterprise Certification (Mark with an “x” if not applicable)		
HARD COPY: One (1) Original Submission Package, PAPER COPY, and one (1) exact electronic copy, on thumb drive, of the Submission package. Label each “23-023 Bidder Name” OR ELECTRONIC: Upload one (1) all-inclusive Adobe file of the Submission package to the County Website via VendorRegistry.com. Label each “23-023 Bidder Name”		
Vehicle Requirement Information		
Statement of “No Bid” Due prior to submission due date and time		
Sealed Submission Label (affix to outside of submittal package)		

-Remainder of page intentionally left blank-

Bid Submittal Form Page 2

• **PRICING:**

The undersigned agrees to provide the items listed below in compliance with the current FDOT Standard Specifications for Road and Bridge Construction at the prices listed, as adjusted monthly by the FDOT Fuel and Bituminous Price Index:

Item #	Description	Unit of Measure (UOM)	Quantity	Price per UOM	Extended Price
FDOT Description: Item 916-1.1 Asphalt Binder PG 67-22					
1	w/ 0.50% Anti-Strip	GL	524,476		\$
2	w/ 0.50% Anti-Slip	TN	2,250		\$
3	w/o Anti-Strip	GL	524,476		\$
4	w/o Anti Strip	TN	2,250		\$
FDOT Description: Item 916-1.1 Asphalt Binder PG 58-22					
5	w/ 0.50% Anti-Strip	GL	524,476		\$
6	w/ 0.50% Anti-Slip	TN	2,250		\$
7	w/o Anti-Strip	GL	524,476		\$
8	w/o Anti Strip	TN	2,250		\$
Grand Total (add lines 1-8 written numerically) (for bidding purposes)					\$
Grand Total (written in words)					

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the County.

SUBMITTED ON: _____ 20 _____

COMPANY: _____

SIGNATURE: _____ (Seal)
Bidder's Authorized Representative

PRINTED NAME: _____

TITLE: _____

ADDRESS: _____

CITY/STATE/ZIP _____

PHONE NUMBER: _____

EMAIL: _____

**CERTIFICATION PURSUANT TO SECTION 287.087, FLORIDA STATUTES
PREFERENCE TO DO BUSINESS WITH DRUG FREE WORKPLACE PROGRAMS**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

[Print individual's name and title]

[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder has a drug free workplace program in place. The program meets the requirements of Section 287.087, Florida Statutes.

**THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AND IS,
UPON DELIVERY, A PUBLIC RECORD.**

Print Name: _____ Date: ___/___/___

STATE OF _____
COUNTY OF _____

The foregoing Certification was sworn to before me this ___ day of _____, 20___, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

Signature: _____

Print Name: _____

(AFFIX NOTARY SEAL)

Notary Public, State of _____

Commission No. _____

My Commission Expires: _____

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

STATE OF FLORIDA _____ }

COUNTY OF _____ }

Before me, the undersigned authority, personally appeared _____ who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of bidder or contractor), is _____.

2. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

3. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.

4. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

5. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member, or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

(Draw a line through paragraph 5 if paragraph 6 below applies.)

6. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through paragraph 6 if paragraph 5 above applies.)

THIS SWORN STATEMENT IS MADE PURSUANT TO SECTION 287.133(3)A, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD

Signature: _____

Print Name: _____

Print Title: _____

On ____ day of _____ 20____.

STATE OF _____

COUNTY OF _____

Sworn and subscribed before me in the State and County first mentioned above on the _____ day of _____, 20_____.

Signature: _____

Print Name: _____

Notary Public, State of _____

Commission No. _____

My Commission Expires: _____

(AFFIX NOTARY SEAL)

**CERTIFICATION PURSUANT TO SECTION 287.134, FLORIDA STATUTES DISCRIMINATION;
DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS WITH PUBLIC ENTITIES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
by _____
[Print individual's name and title]

for _____
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter
referred to as "Bidder")

2. **CERTIFICATION**
Bidder hereby certifies that at the time of its Bid the Bidder has not been placed on the discriminatory vendor
list by the Department of Management Services.

**THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.134, FLORIDA STATUTES, AND IS, UPON
DELIVERY, A PUBLIC RECORD.**

Print Name: _____ Date: / / _____

STATE OF _____
COUNTY OF _____

The foregoing Certification was sworn to before me this _____ day of _____, 20_____, by _____,
as _____, the duly authorized officer of _____, on its behalf, who is either personally known
to me [] or has produced ___as identification [].

(AFFIX NOTARY SEAL)

Signature: _____
Print Name: _____
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES
SCRUTINIZED COMPANIES CERTIFICATION

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
by [Print individual's name and title]

for [Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is and

whose Federal Employer Identification Number (FEIN) is (hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria. Bidder also hereby certifies that it is not participating in a boycott of Israel.

THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name:

STATE OF

COUNTY OF

The foregoing Certification was sworn to before me this day of, 20, by, as, the duly authorized officer of, on its behalf, who is either personally known to me [] or has produced as identification [].

(AFFIX NOTARY SEAL)

Print Name:

Notary Public, State of Florida
Commission No.

My Commission Expires:

E-VERIFY CERTIFICATION

CERTIFICATION OF PARTICIPATION IN THE UNITED STATES CITIZENSHIP AND IMMIGRATION SERVICE BUREAU'S E-VERIFY PROGRAM

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS by _____
[Print individual's name and title]

for _____
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder participates in the United States Citizenship and Immigration Services Bureau's E-Verify Program, and does not knowingly employ, hire for employment, or continue to employ and unauthorized alien.

Bidder's E-verify Company ID #: _____

THIS CERTIFICATION IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____ Date: ____ / ____ / ____

STATE OF _____

COUNTY OF _____

The foregoing Certification was sworn to before me this _____ day of _____, 20 _____, by _____, as _____ the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

(AFFIX NOTARY SEAL)

Signature: _____

Print Name: _____

Notary Public, State of _____

LOCAL VENDOR AFFIDAVIT

LOCAL PREFERENCE AFFIDAVIT OF ELIGIBILITY

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted to HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by _____
[Print individual's name and title]

for _____
[Print name of Company/Individual submitting sworn statement]

Whose business address is _____

(If applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this Sworn statement): _____.

2. LOCAL PREFERENCE ELIGIBILITY

A. Contractor/Individual has had a fixed office or distribution point located in and having a street address within Highlands County for at least twelve (12) months immediately prior to the issuance of the request for quotation, competitive bids or request for proposals by the County.

YES _____ NO _____

B. Contractor/Individual holds business license required by the County, and/or if applicable, the Municipalities:

YES _____ NO _____

C. Contractor/Individual employs at least one full-time employee, or two part-time employees whose primary residence is in Highlands County, or, if the business has no employees, the business shall be at least fifty (50) percent owned by one or more persons whose primary residence is in Highlands County.

YES _____ NO _____

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM SHALL BE CONSIDERED PUBLIC RECORD.

[Signature and Date]

STATE OF _____, COUNTY OF _____

Subscribed and sworn before me, the undersigned notary public on this _____ day of _____, 20_____.

NOTARY PUBLIC

SEAL

_____/_____/_____
Commission Expiration Date

PRICE ADJUSTMENT CLAUSE

STATEMENT OF ISSUE: The commodity(s) or services represented in the attached Invitation to Bid may be considered volatile price item(s) which may show drastic swings in price and availability from wholesalers to the retailers during the contract period. In consideration, the COUNTY is including this price adjustment clause in the Invitation to Bid to encourage adequate competition and fair pricing on the (estimated) indefinite quantity requirement and to discourage padding or hedging prices.

The COUNTY’s price adjustment criteria are as follows:

VENDOR shall agree that submitted pricing **may be adjusted monthly by the FDOT Fuel and Bituminous Price Index**. Pricing will be reviewed at the monthly thereafter. A price escalation or reduction may be requested by the VENDOR or the COUNTY, to the price of all items. The COUNTY may, in its sole discretion, accept an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the VENDOR’s control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, (4) the volatility so affects the VENDOR that continued performance of the Contract would result in a substantial loss and (5) No price adjustment will be approved to compensate a vendor for inefficiency or for errors or omissions in judgment or for additional profit.

Requests from the VENDOR for price adjustments shall be RECEIVED IN WRITING (via email or mail) and are subject to County Board approval (if applicable) and executed contract amendment before becoming effective. Failure to reach agreement for a price adjustment may, at the sole option of the COUNTY, result in the termination of the Agreement for cause.

Official verifiable documentation of such changes SHALL be provided with the request for price adjustment in order to substantiate any requested change. The COUNTY reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the FDOT Fuel Bituminous Price Index, CPI and PPI, US CITY Average, as published by the US Department of Labor, Bureau of Labor Statistics). The COUNTY also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases and may be requested by either party.

As an authorized representative of the company listed below, I fully understand, accept, and agree to abide by the procedures denoted in this price adjustment clause.

VENDOR NAME _____

ADDRESS _____

AUTHORIZED SIGNATURE _____

PRINTED SIGNATURE _____ DATE _____



STATEMENT OF NO BID

We, the undersigned, have declined to bid.

_____ Specifications too "tight", i.e., geared toward one brand or manufacturer only.

_____ Insufficient time to respond to the Invitation to Bid.

_____ We do not offer this product or services.

_____ Unable to meet specifications.

_____ Unable to meet Bond requirements.

_____ Specifications unclear (explain how)

_____ Unable to meet Insurance requirements.

_____ Remove us from your "Bidders List" altogether.

Other (Specify below)

Remarks: _____

Company Name:

Signature:

Telephone:

E-Mail:

Date:

Sealed Submission Label – Use if Bid submittal is by postal mail or any special delivery mail.
Labeling not required for electronically submitted bids that are uploaded into Vendor Registry.


Cut along the outer border and affix this label to your sealed submission envelope to identify it as a “**SEALED BID/PROPOSAL.**”

Deliver to: Highlands County Purchasing Department
600 S. Commerce Avenue, 2nd Floor
Sebring, Florida, 33870

Contact Information: Kelli Bronson, Purchasing Analyst
(863) 402-6528



PLEASE PRINT CLEARLY:

	SEALED BID/PROPOSAL DOCUMENTS • DO NOT OPEN •
SOLICITATION NO.:	ITB 23-023-KSB
SOLICITATION TITLE:	“ASPHALT BINDER MATERIALS”
DATE DUE:	Tuesday, August 15, 2023
TIME DUE:	Prior to: 3:30 PM
SUBMITTED BY:	_____
	(Name of Company)
e-mail address	Telephone
DELIVER TO:	Highlands County Board of County Commissioners Attn: Purchasing Department, 2 nd Floor 600 South Commerce Avenue Sebring, Florida 33870
Note: submissions received after the time and date above will not be accepted.	

***Notice: The Date Due/Submission Deadline Date/Opening Date as stated on this label and other forms contained herein may have been updated via issuance of Addenda. It is the sole responsibility of the Contractor/Vendor to monitor the County webpage for any updates Contractor/Vendor may strike through and update Date Due/Submission Deadline Date/Opening Date to match any updates to this date that have been published via Addenda.**